

Collective Bargaining Agreement

between

SEIU 775

And

Hillside Health Care Center, LLC

d/b/a Hillside Health and Rehabilitation

Effective July 1, 2019 – June 30, 2022

TABLE OF CONTENTS

	Page
<u>ARTICLE 1 COVERAGE</u>	1
<u>ARTICLE 2 RECOGNITION, UNION SECURITY, UNION AND EMPLOYEE RESPONSIBILITY</u>	1
<u>ARTICLE 3 APPEARING ON EMPLOYER'S PREMISES</u>	6
<u>ARTICLE 4 BULLETIN BOARDS</u>	7
<u>ARTICLE 5 MANAGEMENT RIGHTS</u>	7
<u>ARTICLE 6 STEWARDS</u>	11
<u>ARTICLE 7 GRIEVANCE PROCEDURE</u>	12
<u>ARTICLE 8 ARBITRATION PROCEDURE</u>	16
<u>ARTICLE 9 NO STRIKE OR LOCKOUT</u>	19
<u>ARTICLE 10 DISCHARGE OF EMPLOYEES</u>	20
<u>ARTICLE 11 TERMINATION OF EMPLOYMENT</u>	21
<u>ARTICLE 12 VOLUNTARY QUIT</u>	21
<u>ARTICLE 13 EMPLOYEE QUIT NOTICES</u>	22
<u>ARTICLE 14 SENIORITY</u>	22
<u>ARTICLE 15 EMPLOYEE STATUS</u>	24
<u>ARTICLE 16 JOB OPENINGS AND POSTING</u>	27
<u>ARTICLE 17 LAYOFF AND RECALL</u>	28
<u>ARTICLE 18 HOURS OF WORK</u>	30
<u>ARTICLE 19 WAGES AND CLASSIFICATIONS</u>	33
<u>ARTICLE 20 PAY FOR OVERTIME</u>	37
<u>ARTICLE 21 REPORTING AND CALL IN PAY</u>	37
<u>ARTICLE 22 CERTIFICATION POLICY</u>	37
<u>ARTICLE 23 VACATIONS</u>	39

ARTICLE 24 HOLIDAYS40

ARTICLE 25 SICK LEAVE42

ARTICLE 26 LEAVE OF ABSENCE – WITHOUT PAY43

ARTICLE 27 BEREAVEMENT PAY.....47

ARTICLE 28 HEALTH INSURANCE.....48

ARTICLE 29 MINIMUMS CLAUSE.....49

ARTICLE 30 NO CHANGE TO DEFEAT CONTRACT49

ARTICLE 31 NO CONTRADICTORY RULE.....50

ARTICLE 32 SUCCESSORSHIP.....50

ARTICLE 33 NO DISCRIMINATION50

ARTICLE 34 ADA ACCOMMODATION.....50

ARTICLE 35 HEALTH AND SAFETY.....51

ARTICLE 36 INJURED EMPLOYEES.....51

ARTICLE 37 POSTING OF WORK SCHEDULES52

ARTICLE 38 MISCELLANEOUS52

ARTICLE 39 SEPARABILITY AND SAVINGS.....54

ARTICLE 40 COUNTERPARTS.....54

ARTICLE 41 HEADINGS54

ARTICLE 42 AMENDMENTS, ADDITIONS, AND WAIVERS55

ARTICLE 43 WAIVER OF BARGAINING.....55

ARTICLE 44 ENTIRE AGREEMENT.....55

ARTICLE 45 DURATION OF AGREEMENT56

WITNESSETH

WHEREAS, on June 15, 1987, UNITE HERE Local 427 was certified by the National Labor Relations Board (NLRB) as the exclusive bargaining agent for all regular full-time and regular part-time nurses aides, certified nurses aides, personal care attendants, certified personal care attendants, orderlies, certified orderlies, maintenance, dietary, housekeeping, and laundry employees, employed by the Employer at its Missoula, Montana facility, excluding administrators, office clerical employees, registered nurses, licensed practical nurses, supervisors, guards, confidential employees and intermittent, casual, and on-call employees.

WHEREAS, UNITE HERE Local 423 subsequently merged with UNITE HERE Local 23, which assumed UNITE HERE Local 423's bargaining rights;

WHEREAS, on December 31, 2019, the NLRB issued an Order approving UNITE HERE Local 427's request to disclaim interest in continuing to represent Hillside Health Care Center, LLC d/b/a Hillside Health & Rehabilitation (herein referred to as Employer) and revoked the Certification of Representative;

WHEREAS, on January 23, 2020, following a card check executed by a neutral third party, the Employer recognized SEIU 775 (herein referred to as Union) as the exclusive bargaining agent for the above-described bargaining unit;

NOW, THEREFORE, in consideration of such recognition, IT IS MUTUALLY AGREED between Hillside Health Care Center, LLC d/b/a Hillside Health & Rehabilitation, (herein referred to as Employer) and SEIU 775, (herein referred to as Union) AS FOLLOWS:

ARTICLE 1
COVERAGE

This Agreement covers wages, hours of employment and working conditions in the aforesaid bargaining unit specifically and only at the Employer's nursing home located at 4720 and 4718 23rd Avenue, Missoula, Montana 59803. Any reference to an employee includes male and female.

ARTICLE 2
RECOGNITION, UNION SECURITY, UNION
AND EMPLOYEE RESPONSIBILITY

Section 2.01 The Employer, pursuant to said certification, agrees to recognize the Union as the sole, exclusive representative of all the employees in the aforesaid bargaining unit for the purpose of collective bargaining in respect to rates of pay, hours of work, and other conditions of employment.

Section 2.02 It shall be a condition of employment that all employees of the Employer covered by this agreement who are members of the Union in good standing, and those who are not members on the effective date of this agreement, shall on or before the 61st day following the effective date of this agreement become and remain members in good standing in the Union. It shall be a condition of employment that all employees covered by the agreement and hired on or after its effective date shall, on or before the 61st day following the beginning of such employment become and remain members in good standing in the Union.

The employer shall within seven (7) working days discharge any employee upon written notice from the Union, that such employee is not in good standing provided that the Employer has reasonable ground for

believing that membership is available to such employee on the same terms and conditions generally applicable to other members and that membership is not denied or terminated for reasons other than the failure of the employee to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership. During the above-mentioned seven (7) working days, the employee has the privilege of becoming a member in good standing. Union hereby agrees to indemnify and save harmless the Employer from any action resulting from the Employer's compliance with this section.

Section 2.03 The Union agrees that in the event any authorized strike shall occur, employees in the excluded categories and management employees shall be permitted to have free access to and from the employer's premises without interference by the Union.

Section 2.04 The Union agrees that there will be no union activity on the employer's premises during normal working hours, except as specified herein.

Section 2.05 The Union recognizes that the management of the Employer's business is the sole responsibility of the Employer, and that the Employer must be free to exercise those rights effectively. In recognition of these principles, the Union agrees to respect and not interfere with the exercise of management prerogatives referred to generally and specifically in Article III herein.

Section 2.06 The Union realizes and fully recognizes its duty under the Labor Management Relations Act of 1947, as amended, and to the legal and actual extent that the Union is the exclusive collective bargaining

representative and agent of all of the employees of the Employer as defined above, it agrees to recognize and does hereby recognize that it must and that it will represent all employees in the Bargaining Unit equally, without discrimination.

Section 2.07

The Union recognizes the responsibilities imposed on it as the exclusive bargaining agent of the employees, and it realizes that in order to provide maximum opportunities for continuing employment, good working conditions and good wages, the Employer must be able to service its residents in an efficient and considerate manner and at costs consistent with resident acceptance and with a successful operation for Employer's efforts. The Union, through its bargaining agency, assumes responsibility for cooperating in the attainment of these goals, and agrees that it will cooperate with the Employer and support its efforts in order to assure a full day's work on the part of the bargaining unit employees and that it will actively combat practices which restrict efficient and uninterrupted operations in Employer's nursing home. The Union further agrees that it will support the Employer in its efforts to continually provide proper care for Employer's residents and strengthen good will between the Employer and its employees and its residents.

Section 2.08

All employees in the bargaining unit agree to perform a full day's work for a full day's pay, to faithfully follow Employer's care procedures for its residents, to eliminate all unnecessary waste or idle non-productive time, to conserve materials and supplies, to be responsible for the prudent care of machines, equipment, and supplies furnished them by Employer, to

accept and perform assignment of jobs and duties, to accept methods for increased efficiency which might involve changes in technological and residents' care procedures instituted by the Employer, to report promptly at the beginning of the shift, to eliminate inexcusable absenteeism and tardiness and, generally, to follow orders by management, directly through supervisors. Employees agree to cooperate, assist, mentor, answer questions, orient, explain job duties, assignments, procedures and routines, in connection with the orientation, mentoring and training of new employees or employees assigned to new positions or new duties. The union and employees agree to support management in the orientation, mentoring, and training of new employees or employees assigned new positions or duties in a positive and interested manner and attitude in order to assimilate and accept into the workforce new employees, to aid in prevention of employee turnover and to reinforce and strengthen employee morale and teamwork.

Section 2.09 Violation of any of the above agreements or limitations on Employer activity shall subject an employee to disciplinary action.

Section 2.10 Dues Authorization. Upon receipt of a signed authorization form from an employee, the Employer will deduct monthly union dues for said employee and forward the same, along with appropriate documentation, no later than the tenth (10) day of the month following the deduction, to the Union office. Authorizations once filed shall be irrevocable for period of one (1) year from the date of signature, and such authorization shall be automatically renewed for successive periods of one (1) year

unless written notice of revocation is given by the employee to the Employer. The union agrees to indemnify and hold harmless the Employer from all claims, demands, damages, or expenses arising out of any dues deductions.

Section 2.11 The Employer agrees to provide to the Union the names, contact information, and job classification of all new employees within 10 days of the employee's first day of work.

Section 2.12 The Union may conduct its orientation of new employees in the employee break room immediately following the Employer's general orientation program. All participants in such orientation must be clocked out.

ARTICLE 3
APPEARING ON EMPLOYER'S PREMISES

Section 3.01 Whenever it is necessary for a duly authorized representative of the Union to appear upon the Employer's premises for the purpose of investigating grievances of employees, or for any other bona fide purpose affecting the collective bargaining relationship, it shall be considered a lawful act and not in violation of this Agreement, provided such representative shall have first received consent forty-eight (48) hours in advance for such visit from the Employer's representative which consent shall not be unreasonably withheld, and state the purpose of the visit to the Employer's Representative, and provided further that such visit shall not unreasonably or unnecessarily interfere with the normal workload and duties of the employees. The duly authorized representatives of the Union shall only be

allowed to appear in the smoking shed for the purposes hereunder or during meetings with employees in the break room.

Section 3.02 The Union and the duly authorized non-employee representatives of the Union are strictly prohibited from distributing documents or materials on all premises of the facility including the parking lot, except as otherwise provided on the Union bulletin board or during meetings with employees in the break room during the employees' non-working hours, such as before or after work or during the employee's break.

Section 3.03 The Union and its business representatives hereby release the Employer from any liability for injuries to person or property that may be sustained by said business representatives while on the Employer's premises.

ARTICLE 4 **BULLETIN BOARDS**

Section 4.01 For the sole use of the Local Union, the Employer will erect and maintain a bulletin board.

Section 4.02 The Local Union will limit the use of the bulletin board for posting of the following Union notices only:

- (a) Recreational and social affairs of the Union;
- (b) Union Meetings;
- (c) Union appointments;
- (d) Elections of Union officers and results thereof;
- (e) Any other material authorized by the Employer prior to posting

ARTICLE 5 **MANAGEMENT RIGHTS**

Section 5.01

The Employer retains to itself all rights, powers, authority, prerogatives, privileges, responsibilities and obligations which are customarily and/or inherently performed by an employer and which are not specifically abrogated, surrendered, modified or amended by a specific term of this Agreement. Any right of the Employer to take unilateral action in its own discretion and judgment with respect to the management and operation of the facility, including the direction of the work force is retained and reserved to the sole judgment and discretion of the Employer, unless such right is specifically abrogated, restricted, surrendered, amended, modified and/or abridged by a term of this Agreement. The exercise of the Employer's rights is without any duty to first negotiate with the Union and includes, solely by way of illustration, and not in any manner by way of limitation, the following:

- (a) The right to hire, assign, reassign, appoint, direct, discipline and discharge for just cause, transfer, promote, demote, reward, evaluate, lay-off, recall, compensate, and supervise the actions of all bargaining unit members, or to refrain from taking any such actions, each as the Employer shall deem to be necessary; and
- (b) To determine the nature and type of duties, tasks, functions, programs and/or services to be performed by bargaining unit employees, as well as to decide which functions, services, programs, duties, and tasks, will be performed, the schedules by which such functions will or will not be performed; and
- (c) To determine in each and every case which bargaining unit

- employees will perform tasks, duties, functions, programs, services, and duties, and to assign and/or reassign tasks and/or functions between employees of the Employer; and
- (d) To determine which equipment and/or supplies will be utilized by bargaining unit members in the performance of functions, programs, services, tasks, and duties; and
 - (e) To select and determine the number of its employees, regardless of job classification, including the number assigned to any particular shift, task, duty, function, and program, as well as to increase or decrease that number based on resident care needs; and
 - (f) To determine the location and type of operation, and to introduce new and/or improved methods of operations, including the right to discontinue any department, branch, service, and program; and
 - (g) To determine the number of hours to be worked by employees and to determine to what extent overtime will be worked; and
 - (h) To establish, increase and/or decrease the number of work shifts and their starting and/or ending times; and
 - (i) To install, remove, modify, maintain, replace or substitute equipment and supplies; and
 - (j) To determine the methods, procedures, materials and operations to be utilized or to discontinue their performance by employees; and
 - (k) To transfer or relocate any or all of the operations of the facility to any location or to discontinue such operation; and

- (l) To promulgate, post, and enforce reasonable work rules, procedures, standards, and/or regulations governing the conduct, or performance of assigned functions, and other acts of employees;
the Employer will make rules known to the Union and bargaining unit employees and will give reasonable advance notice of and an opportunity to discuss rule changes; and
- (m) To select, train, assign and/or reassign managerial and/or supervisory employees and to assign them to the supervision of other employees and to perform whatever tasks the Employer deems necessary without regard to which employees customarily perform those tasks; Hillside currently employs "working supervisors" who routinely cover shifts; additional circumstances warranting supervisors performing bargaining unit work include emergency situations, such as when there is insufficient staff, temporary operations breakdowns, when staff need training and/or assistance, and when safety is implicated; and
- (n) To train and retrain employees as necessary; and
- (o) Establish, change and/or determine job content and individual employment qualifications; and
- (p) To require the preparation, distribution and maintenance of documentation and records pertinent to the business of the Employer, as well as to alter such requirements as the needs of the business may dictate; and
- (q) To determine the physical requirements of employment and continued

employment, including the right to require employees to submit to physical examinations, pre-employment, post-accident and reasonable cause alcohol and/or drug testing, in accordance with the Montana Workforce Drug and Alcohol Testing Act (§§ 39-2-205 through 39-2-211, Montana Code Annotated), and any other type of job-related examination; the Employer will make such requirements known to the Union and bargaining unit employees and will give reasonable advance notice of and the opportunity to discuss the changes; and

- (r) To determine wage levels for any newly established job or classification after giving advance notice to and discussion with the Union.

Section 5.02 So that there is not and will not be any misunderstandings as to the intent of this Article 5, the parties acknowledge that the Employer has the right unilaterally to operate its nursing home in any manner not clearly and expressly limited by the specific terms contained in this Agreement.

ARTICLE 6 **STEWARDS**

Section 6.01 The Employer recognizes the right of the Union to designate Union Stewards from the seniority list. Said Union Steward's first obligation is to his job duties and he shall not leave his post to handle grievances unless given permission to do so by his supervisor which permission shall not be unreasonably withheld.

Section 6.02 Union Stewards have no authority to take strike action, as defined in Article 9 or otherwise, or any other action interrupting the Employer's

business.

Section 6.03 The Employer recognizes these limitations upon the authority of the Union Steward and shall not hold the Union liable for unauthorized acts, provided it does not ratify or approve said Union Steward's unauthorized acts, and it takes immediate steps exercising its best efforts to put an end to such unauthorized acts, and Employer shall have the authority to impose disciplinary measures including discharge, in the event such Union Steward exceeds his said authority.

ARTICLE 7
GRIEVANCE PROCEDURE

Section 7.01 The term "grievance" shall mean any complaint as to the application of a specific provision(s) of this Agreement to a particular factual situation. Grievances may be filed and processed only through the procedure outlined herein.

Section 7.02 Failure of any grievant(s) or the Union to comply with the procedural requirements and time limitations of the grievance procedure will render any grievance null and void. No grievance may be filed alleging a violation of any provision(s) of this Agreement arising prior to the date of final execution of this Agreement.

Section 7.03 The time limitations of this Article may be extended only by mutual agreement in writing between the Administrator and the Union. All reference to "days" herein shall be to calendar days without regard to whether an employee or supervisor worked or was scheduled on any

particular day.

Section 7.04

The time limits stated in this Article are intended to be maximum time limits and are to be construed as being binding on the Union, bargaining unit employees, and the Employer. Grievances not processed by the Union within the time limits specified herein will be deemed to be discontinued or settled consistent with the last response of the Employer.

Grievances not processed by the Employer or its representatives within the time limits specified herein will automatically advance to the next level of the procedure.

Section 7.05

Any written grievance as specified herein must contain the information set out in this section regardless of the form used. Grievances timely submitted without all of the required information will be processed under this Article as timely grievances, provided the additional information is submitted within forty-eight (48) hours after the Employer informs the Union Business Representative of the insufficiencies. All grievances must contain the following information:

- (a) The name of the bargaining unit employee;
- (b) The date of the alleged violation;
- (c) The date on which the grievance is being presented;
- (d) The Article(s) and Section(s) of the Agreement allegedly violated by the Employer;
- (e) A general statement of the event(s) known by the Union by which the Employer is alleged to have violated the Agreement;
- (f) A statement of the remedy or relief for each and every alleged

violation;

Section 7.06

Grievances shall be processed and resolved in the following manner:

- (a) Step 1—it is recognized that a grievance shall not be considered to exist until a complaint has been made by an employee to, and has been rejected or not satisfactorily settled by, the employee's immediate supervisor. In the event the complaint is not adjusted to the satisfaction of the employee in Step 1, the employee, with or without a union steward or representative's assistance, must present the grievance in writing to the employee's immediate supervisor within ten (10) days of the event giving rise to the grievance or ten (10) days from when the employee knew or should have known of the event giving rise to the grievance, whichever is later. The immediate supervisor will respond to all Step 1 grievances within five (5) days of receipt of the written grievance.
- (b) Step 2—the Union may, by the end of the seventh (7th) day after the supervisor's answer at Step 1, present the grievance in writing to the Department Head. The Department Head shall have ten (10) days from such presentation to respond, in writing, to the grievance. When the employee's supervisor is the department head, the employee's grievance will be filed directly at Step 2 of the grievance procedure and must be filed at Step 2 within ten (10) days of the event giving rise to the grievance or ten (10) days from when the employee knew or should have known of the event giving rise to the grievance, whichever is later.

- (c) Step 3—if the employee is not satisfied with the response of the Department Head, an appeal must be submitted by the Union in writing directly to the Administrator within seven (7) days of receipt of the response of the Department Head. The Administrator will respond to the grievance in writing within ten (10) days of receipt of the appeal.

Grievances concerning discharges shall proceed immediately to Step 3 of the above grievance procedure and must be filed with the Administrator no more than seven (7) calendar days after the discharge.

Section 7.07

Bargaining unit members are required to comply with all work rules, policies, procedures, and instructions of the Employer. Bargaining unit employees are expected to "work now, and grieve later," except when the instruction clearly is illegal or unsafe. Failure to comply with this provision of the Agreement will constitute independent grounds for immediate termination of employment.

Section 7.08

Nothing in this Agreement will preclude the Union from settling or withdrawing any grievance filed. Any withdrawal will be deemed prejudicial should the instant grievance be re-filed at a later date. Any grievance settled between the Union and the Employer or any grievance not filed does not create a precedent with respect to any past, present or future circumstance unless the parties agree otherwise in writing.

Section 7.09

Upon expiration of the collective bargaining agreement, the Employer will continue to process grievances. However, no grievance concerning events occurring after expiration of the collective bargaining agreement will be

entitled to arbitration.

Section 7.10 The Union recognizes that for purposes of grievance filing and adjustment, the term "supervisor" used in this Article shall mean the employee's immediate supervisor; in the case of a dietary department employee, it is the Dietary Manager/Director of Dining Services; in the case of a housekeeping/laundry employee, it is the Housekeeping/Laundry Manager/Director of Environmental Services; in the case of a maintenance employee, it is the Maintenance Manager/Director of Environmental Services; in the case of a certified nursing assistant, it is the Registered Nurse or Licensed Practical Nurse to whom the employee immediately reports on her shift. If a non-nursing department employee's supervisor is not in the building at the time the employee seeks to file the grievance, the employee shall give the grievance to the supervisor in charge of the building.

Section 7.11 The Employer is not required to answer a grievance from a probationary employee in the first 90 days of his/her probationary period, a discharge grievance from a probationary employee at any time, or any grievance which does not comply with the provisions set forth above.

Section 7.12 Both parties may mutually agree, in writing, to extend the time limits.

Section 7.13 The Employer will give the Union Steward a copy of disciplinary actions issued to bargaining unit employees, upon request.

ARTICLE 8

ARBITRATION PROCEDURE

Section 8.01 Within five (5) days of Step 3 of the Grievance Procedure above, the

Union must notify the Employer's Regional Director in writing of its intent to submit the grievance to arbitration. Within seven (7) days of the Regional Director's receipt of the Union's written intent to pursue arbitration, the parties will attempt to reach agreement on a mutually satisfactory arbitrator. If the parties are unable to reach agreement on an arbitrator, within ten (10) days after the Regional Director's receipt of the Union's written intent to pursue arbitration, the Union must submit a request to the Federal Mediation and Conciliation Service (FMCS) for a panel of seven (7) arbitrators from whom the parties will select an arbitrator. The parties will attempt to jointly select an arbitrator from the list, but if mutual agreement is not achieved, the rules of the Federal Mediation and Conciliation Service (FMCS) for selection of arbitrators shall apply.

Section 8.02

The arbitrator shall have no authority to add to, subtract from, modify, amend, or in any way change any provision of this Agreement in arriving at a determination of the merits of any grievance. The Arbitrator may interpret the express language of this agreement and apply that language to the particular case presented to him, but he/she shall have no authority to in any way, directly or indirectly, add to, subtract, or in any way modify the terms of this agreement.

Section 8.03

Separate grievances may not be joined in one arbitration proceeding except by mutual written agreement of the parties. An Arbitrator may hear more than one issue at a given arbitration hearing only if this is mutually agreed to in advance in writing by the parties.

Section 8.04 In cases alleging resident abuse or resident neglect, the arbitrator will draw no inference of any kind whatsoever from the failure or inability of a resident to appear and testify. However, the Employer must sustain the burden of proof. If an arbitrator orders reinstatement in a case arising from the discharge of an employee accused of resident abuse or neglect, the Employer will not be liable for back pay or front pay for any period during which the employee is or was prohibited by applicable law or regulations from working within his/her classification, such as when a CNA allows her certification to lapse or has her certification suspended or revoked.

Section 8.05 The award of the arbitrator will be submitted to the parties within 30 calendar days of the receipt of the parties' post-hearing briefs, unless such date is extended by the mutual agreement of the parties.

Section 8.06 The decision of the arbitrator shall be final and binding upon the parties.

Section 8.07 The fee of the Federal Mediation and Conciliation Service (FMCS) shall be borne equally by the Employer and the Union. The fees and expenses of the arbitrator shall be borne equally by the Employer and the Union. The cost of any hearing room shall be borne equally by the Employer and the Union. All other costs and expenses shall be borne by the party incurring them.

Section 8.08 Employer will provide any new or revised rule to the Union in writing prior to its implementation. In the case of disciplinary action based on a work rule, the arbitrator's determination shall not extend to the reasonableness of the rule but shall be limited to whether the employee's conduct violated the rule. The Union, however, can grieve a rule at the

time of its inception provided it does so within the timeframes outlined in the grievance procedure.

Section 8.09 Under no circumstances shall the arbitrator have the authority to award financial damages of any kind whatsoever in excess of actual lost wages, less interim earnings and less unemployment compensation received and not repaid plus, at the arbitrator's discretion, interest, as calculated under National Labor Relations Board rules. In cases claiming lost wages due to discipline or discharge, if the Employer asserts that the employee failed to mitigate her losses, the Union has the burden of proving that the employee took all reasonable steps to mitigate her losses.

Section 8.10 The arbitrator shall have no power to add to, subtract from, modify, or amend any provision of this agreement, nor to substitute his judgment for the judgment of the Employer unless such judgment was based on discrimination, or was capricious and arbitrary, nor to change existing wage rates, modify disciplinary action, interfere with discretionary powers of Employer set out in said Agreement, award monetary damages except back pay in case of wrongful discharge, or arbitrate proposals for the amendment or renewal of this agreement.

Section 8.11 In the event an employee is awarded back pay, all monies received by him, either through working elsewhere or through unemployment compensation, must be deducted by the arbitrator from the back pay award.

Section 8.12 The Union and Employer agree that at the arbitration hearing, no relevant evidence will be withheld and all witnesses, both Union and Employer,

shall be permitted to testify.

ARTICLE 9
NO STRIKE OR LOCKOUT

Section 9.01

No Strike, Etc. The Union agrees that so long as this agreement is in effect, neither the Union nor any of the employees covered by this Agreement shall engage in any strike, wildcat strike, unfair labor practice strike, slowdown, sitdown, stoppage of work, planned inefficiency, boycott, sympathy strike, singly or collectively, corporate campaign style activities, handbilling, or other interference with work, coercive or otherwise, or threat of inducement of the same, for any reason whatsoever. Any employee who violates any of the provisions of this section shall be subject to disciplinary action. The Union shall not question the unqualified right of the Employer to discipline, including up through discharge, employees engaging in, participating in, or encouraging such actions. However, an issue of fact limited to as to whether or not any particular employee has engaged in, participated in, or encouraged any such violation may be subject to the grievance and arbitration procedures herein. Union agrees to use its best efforts to terminate any and all of the above forbidden conduct on part of the employees above set out after notice thereof, and in such case, the Employer will not hold the Union liable for the unauthorized acts or activities of the employees.

Section 9.02

No Lockout. The Employer agrees that so long as this Agreement is in effect, there shall be no lockouts.

ARTICLE 10
DISCHARGE OF EMPLOYEES

Section 10.01 Employer retains the right to discharge a Bargaining Unit employee for just cause. Included in the right to discharge is the right to discipline short of discharge including, but not limited to, oral warnings, written warnings, suspensions with or without pay, layoff and demotion.

Section 10.02 The Union shall have the right to challenge in writing any disciplinary action of management provided such action was without just cause, and to be considered, such protest must be filed with the Employer within ten (10) days after said disciplinary action, and such protest shall be handled through the grievance procedure as herein set out. . The Employer has the burden of proving its actions are not arbitrary, unjust or unfair, as defined by Daugherty's Seven Tests of Just Cause.

ARTICLE 11
TERMINATION OF EMPLOYMENT

Section 11.01 All wages and any other monies due an Employee for benefits, if any, on involuntary termination of employment shall be paid on the employee's next regular pay day for the applicable pay period or within fifteen (15) days from the date of separation, whichever occurs first.

Section 11.02 In the event an employee quits, all wages and any other monies due an Employee, if any, shall be paid on the next payday following the end of that Employee's employment with the Employer.

ARTICLE 12
VOLUNTARY QUIT

Section 12.01 If any employee is notified to report for work and does not provide proper notice to his/her supervisor at least two (2) hours before the beginning of the employee's shift and does not report to work at the beginning of the

shift as scheduled, he/she shall be considered as having voluntarily quit, unless failure to provide two (2) hours' notice and/or report to work at the beginning of the shift is due to an emergency outside the employee' control, defined as Acts of God, personal incapacitation, or a situation in which the employee has no reasonable means, despite his/her best efforts, to provide 2 hours' notice and/or report to work at the beginning of the shift.

Section 12.02 The Employer can require the employee to provide proof to support a claim that his/her failure to provide notice and report to work was due to an emergency beyond the employee's control. This clause is not amended or modified in any way by any other clause of this Agreement, nor does any arbitrator have the power to modify the "quit" to another remedy.

ARTICLE 13 **EMPLOYEE QUIT NOTICES**

In the event an Employee wishes to quit, he shall give the Employer fourteen (14) work days' notice of such action. The Employer retains the right to discharge the employee during the 14-day notice period.

ARTICLE 14 **SENIORITY**

Section 14.01 Recognition. The Employer recognizes the principle of seniority as defined in Section 14.02.

Section 14.02 Definitions. Job Classification seniority is defined as an employee's length of service in the Bargaining Unit with the Employer after the most recent date of employment in a particular classification. Seniority shall be

separate for each job classification covered by the Agreement. There shall be one (1) seniority list for both full-time and regularly scheduled part-time employees in each job classification.

Section 14.03

Application. The principle of seniority will apply to promotions to vacant higher rated jobs (except temporary vacancies and supervisory positions), demotions, transfers, layoffs and recalls from layoff if the skill, ability, special training, attitude, experience and physical fitness of the applicants are relatively equal, in the opinion of the Administrator. With respect to employees' choice of shifts, days off, maximization of straight time work opportunity, holidays, and vacation, when all other factors are relatively equal, the Employer will give preference to the more senior employee.

Section 14.04

Loss of Seniority. Seniority shall be lost upon any of the following events:

- (a) by voluntarily leaving the service of the Employer by retirement;
- (b) by justifiable discharge;
- (c) by voluntarily quitting as defined in Article XVI Voluntary Quit;
- (d) after a layoff of nine (9) consecutive months, or the employee's length of service, whichever is shorter, without recall;
- (e) failure to return to work after expiration of leave of absence;
- (f) failure to return to work within five (5) days after being recalled to work by certified mail at last known address;
- (g) Acceptance of other employment during a leave of absence;
- (h) securing a leave of absence or misusing such leave for fraudulent means;
- (i) inability to work because of sickness, injury or personal reasons for

twelve (12) consecutive months; however, such provision does not provide to employees any return-to-work rights not otherwise provided by applicable law;

- (j) an employee who is promoted to a supervisory position or transferred out of the Bargaining Unit will continue to hold his Bargaining Unit seniority rights for a period of six (6) months and shall continue to accumulate seniority during that period.

Section 14.05 Company seniority shall become effective after an employee has successfully completed sixty (60) days of employment. At that time, company seniority will begin with the date of hire and shall govern receipt of benefits as provided for in this Agreement. No employee shall lose his company seniority by involuntary transfer from one job classification to another within the Bargaining Unit.

Section 14.06 In the event the Employer needs an employee or employees to handle a technical or specialized function for which employees in the Bargaining Unit did not qualify, the Employer has the right to hire from outside of the bargaining unit.

Section 14.07 Company and job classification seniority lists shall be provided to the Union within thirty-one (31) days following the signing of this Agreement and shall be updated following the last payroll period of each month whenever reasonably possible.

ARTICLE 15 **EMPLOYEE STATUS**

Section 15.01 Probationary Employee. Employees (new or those hired after a break in

continuity of service) shall not establish seniority rights unless they have completed six (6) months of employment. Such employees shall be regarded as probationary employees and, during that period, the Employer may discharge them at any time for any cause whatsoever. During the first 90-day period, the Employer may discipline or discharge them at any time for any cause whatsoever and without recourse to the grievance and arbitration provision. During the second 90-day period, the Employer may discharge them at any time for any cause whatsoever without recourse to the grievance and arbitration provision. During the second 90-day period, the Employer may discipline them for just cause subject to the grievance and arbitration provision.

Employees retained beyond the probationary period shall establish seniority rights as of the date of hire, which is also called the anniversary date. Provided, further, that probationary employees will receive any benefits payable to regular employees as specified within this contract. Extensions of a probationary period may be made by mutual agreement between Employer and Union.

Section 15.02 Full-Time Employees. Thirty-two (32) and over straight time hours per week, as scheduled by the Employer, will be regarded as full-time employees.

Section 15.03 Part-Time Employees. Employees who regularly accept work assignments less than thirty-two (32) straight time hours per week, as scheduled by the Employer, will be considered part-time employees. Part-time employees shall have preference in filling full-time vacancies ahead of other job

applicants for such vacancies, provided they are qualified in the opinion of the Employer and have given written notice to the Administrator of their desire for full-time employment.

If a part-time employee works thirty-two (32) or more straight time hours during a week for eight (8) consecutive weeks, the Employer shall review the employee's schedule and adjust the employee to the proper status. If a full-time employee works less than thirty-two (32) straight time hours during a week for eight (8) consecutive weeks, the Employer shall review the employee's schedule and adjust the employee to the proper status. If an employee loses her insurance coverage because of a decrease in hours, she will be eligible to re-enroll if she works thirty-two (32) or more straight time hours during a week for four (4) consecutive weeks and her insurance coverage will be reinstated as of the first of the following month.

Section 15.04 Part-Time Employee Benefits. In order to be eligible for pro-rated vacation benefits as provided in this agreement, an employee must regularly work a minimum of sixteen (16) hours per week.

Section 15.05 Intermittent, Casual, and On-Call Employees. Intermittent, casual, and on-call employees are those employees who are not regularly scheduled to work, but are on-call for short-lived employment of an uncertain, temporary tenure. These employees are excluded from the Bargaining Unit.

Section 15.06 Temporary Employees. Temporary employees are employees hired on a temporary basis for up to One Hundred (100) days per year. These

employees are hired during the summer months in order to make vacation time available during the summer for regular employees. The number of temporary employees shall not exceed five (5). Temporary employees are not required to become members of the union or pay dues. The Union will be advised, in writing, of the name and date of hire when a temporary employee is hired.

ARTICLE 16
JOB OPENINGS AND POSTING

Section 16.01 When a job becomes open for any classification of work covered by this Agreement, and the Employer elects to fill said position, it shall be posted by the Employer for five (5) working days and shall state the required qualifications for such job. Employees claiming to meet such qualifications and desiring to apply for such job shall contact their supervisor and personally sign a form to be furnished by the Employer indicating a desire to apply within the five (5) day period. Any employee desiring to apply for such a job who fails to sign a form within the five (5) day period shall lose the right to exercise seniority on that particular job opening. The Employer reserves the right to fill the vacancy on a temporary basis pending posting procedures. In all cases (except to temporary vacancies, to supervisory positions and to leadperson positions), seniority shall apply if the skill, ability, special training, attitude, experience and physical fitness of the applicants are relatively equal, in the opinion of the Administrator. If an employee fails on the new job within the first 90 days on the job, he or she shall be returned to

his or her previous job at his previous rate of pay without loss of seniority.

Section 16.02

In the event no employee responds to the posting for the vacancy, or if the qualifications of the Bargaining Unit employee or employees who apply for the job are not relatively equal to those of an applicant outside the Bargaining Unit in the opinion of the Administrator, the Employer has the right, irrespective of seniority, to hire from outside the Bargaining Unit.

ARTICLE 17
LAYOFF AND RECALL

Section 17.01

Definition. Layoff shall be defined as thirty (30) or more continuous calendar days in which there is not sufficient work to continue normal operations with regard to the work performed by Bargaining Unit employees.

Section 17.02

Low Census Days. In the event of a temporary decrease in occupancy and/or the level of care required by residents in the facility to the extent that there is insufficient work to require the normal staffing for a period up to thirty (30) consecutive calendar days, the Employer shall have the option to assign low census days to employees. Low census days shall be assigned pursuant to the following procedure: Employees shall first be asked to volunteer to take a low census day. If there are an insufficient number of volunteers to accomplish the necessary reduction, then employees shall be designated by the Employer to take a low census day off. Such assignments shall be made in the reverse order of seniority according to departments and shifts affected by low census. Assignments

of low census days shall be rotated among the staff in affected departments so that no employee in a department shall be required to take a second low census day until all employees in the department shall have taken a low census day. After all employees in a department 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. Volunteer low census days will not affect an employee's eligibility for benefits. Low census days shall be without compensation. After a period of thirty (30) consecutive calendar days of low census days, if circumstances continue to require a reduction in staff, the Employer shall implement layoff procedures rather than continue the assignment of low census days.

Section 17.03

Layoff Procedures. Where low census days have been utilized for thirty (30) consecutive calendar days, and a reduction in staff is necessary, the Employer and the Union shall be open to meet and discuss whether the reductions shall be of positions, hours or a combination of the two. If neither party requests to meet and discuss, layoffs shall be made inversely according to the length of continuous service with the Employer, provided the skill, ability, experience and physical fitness are relatively equal and the employee retained is qualified to perform the work remaining in the classification. The Employer shall be the judge of the foregoing factors. The Employer agrees, whenever reasonably possible, to give at least five

(5) days' notice to affected employees prior to a layoff, with a list of the layoffs to be sent to the Union.

Section 17.04 Bumping. No bumping will be permitted except, in cases of layoffs, bumping will be allowed within a department.

Section 17.05 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. The Employer shall be the judge of qualifications and ability. Recalls for periods of less than seven (7) days for emergencies are excluded from the application of seniority.

Section 17.06 Notice. The Employer shall notify the employee of his recall in writing by certified mail, return receipt requested, at the last address furnished the Employer by the employee or by telephone call verified by a letter as above and employ him subject to the above limitations provided he reports and is available for work by not later than five (5) days after mailing of said notice. The Employer will provide a copy of the recall letter(s) to the Union.

ARTICLE 18 **HOURS OF WORK**

Section 18.01 Hours. The normal work week shall consist of not in excess of forty (40) hours per week, Sunday through Saturday, and any hours worked over forty (40) in said work week shall be paid for at time and one-half the regular straight time hourly rate. Nothing herein shall be construed as guaranteeing any employee any definite number of minimum hours of

work per day or week except for call in pay, nor restricting the right of Employer to reduce hours or schedule overtime.

Section 18.02 Restriction of Overtime. Overtime rates shall be paid by the Employer when overtime is authorized and/or required by a designated management representative.

Section 18.03 No Pyramiding of Overtime. There shall be no pyramiding of overtime.

Section 18.04 Allocation of Overtime. Overtime shall first be offered to the qualified senior employee of the shift, and he has the right to accept or reject the same; if there are insufficient volunteers, the facility will mandate in inverse seniority order the available qualified employees on the shift.

Section 18.05 Working More Than One Classification. In the event an employee works in more than one classification during a work day, he or she shall be paid the rate for each job worked on an hourly basis as recorded on the time-sheets; provided, however, when an employee is requested to work on a lower pay-rated job that he or she is not customarily scheduled for, he or she shall receive his or her normal hourly rate.

Section 18.06 Employees who work a shift of at least six (6) hours will be provided two (2) paid 15 consecutive minute breaks and one (1) 30 consecutive minute unpaid meal break, as scheduled by their immediate supervisor and as resident needs allow, which will be determined based on the staffing necessary for the safety and health of the residents.

Employees who work a shift of less than six (6) hours will be provided one (1) paid 15 consecutive minute break, as scheduled by their immediate supervisor and as resident needs allow, as defined above. In addition, such

employees may, at their option and as resident needs allow as defined above, take either an additional 15 consecutive minute paid break or one (1) 30 consecutive minute unpaid lunch break. These employees must notify their supervisor at the beginning of the shift which option they choose for that shift and must take their breaks as scheduled by their immediate supervisor.

Section 18.07 Employees may not work during an unpaid meal break without a supervisor's prior authorization. Employees are subject to discipline if they work during an unpaid meal break without a supervisor's prior authorization. Employees are required to clock out and in for their unpaid meal breaks.

Section 18.08 When an employee attends a mandatory staff meeting or in-service, she will be paid for the actual time spent attending such meeting or in-service. Regular full-time and regular part-time employees attending such meeting or in-service who are not scheduled to work within a two (2) hour period before or after the meeting shall be paid at the applicable rate for the actual time spent attending the meeting or in-service and will receive additional pay for the actual amount of time spent in the meeting or in- service or one (1) hour, whichever is less. Such payments will not include shift differential.

ARTICLE 19

WAGES AND CLASSIFICATIONS

Section 19.01 Full and part-time employees hired after the effective date of the contract are to be paid the following minimum hourly wages:

POSITION	7/1/19	7/1/20	7/1/21
Nursing Assistant	\$10.75	\$11.00	\$11.25
After Certification	\$11.75	\$12.00	\$12.25
After 90 Days	\$11.75	\$12.00	\$12.25
Medication Aide	+\$1.25 shift differential	+\$1.50 shift differential	+\$1.75 shift differential
Lead CNA	+\$0.50 shift differential	+\$0.50 shift differential	+\$0.75 shift differential
Hospitality Aide	Minimum wage +.35	Minimum wage +.40	Minimum wage +.45
After 90 Days	Minimum wage +.45	Minimum wage +.50	Minimum wage +.55
Housekeeping, Dietary, Laundry & Maintenance Aide	\$9.50	\$9.75	\$10.00
After 90 Days	\$9.75	\$10.00	\$10.25
Cook	\$10.50	\$10.75	\$11.00
After 90 Days	\$10.75	\$11.00	\$11.25

The Employer reserves the right to adjust the above rates during this Agreement based on recruiting needs.

Section 19.02 There shall be no reduction in present hourly wages paid employees.

Section 19.03 Newly hired employees with prior experience at a similar facility will be hired at a starting rate as determined in the sole discretion of the Employer.

Section 19.04 The Employer will conduct performance evaluations at least annually. Employees will be paid the greater of the above-specified applicable minimum wage rate and the Employee’s current wage rate plus the applicable below-specified across-the-board wage rate increase. During the term of this contract, the Employer will provide the following across-the-board wage rate increases. **The 7/1/19 wage rate increases will not go into effect until the first full pay period following ratification of this Agreement.**

POSITION	7/1/19	7/1/20	7/1/21
Certified Nursing Assistant	40 cents per hour across the board	40 cents per hour across the board	40 cents per hour across the board
Medication Aide	+\$1.25 position differential	+\$1.50 position differential	+\$1.75 position differential
Lead CNA	+\$0.50 position differential	+\$0.50 position differential	+\$0.75 position differential
Housekeeping, Dietary, Laundry & Maintenance Aides	40 cents per hour across the board	40 cents per hour across the board	40 cents per hour across the board
Cooks	40 cents per hour across the board	40 cents per hour across the board	40 cents per hour across the board

Section 19.05

The Employer will seek pass-through wage increases from the State of Montana on behalf of bargaining unit employees, which will be paid on the first full pay period following the Employer's receipt of the money from the state. The Employer will seek pass-through wage increases from the State of Montana on behalf of bargaining unit employees in subsequent years of this Agreement when the state makes such pass-through wage increases available. Any such pass-through wage increases the Employer receives on behalf of bargaining unit employees will be paid on the first full pay period following the Employer's receipt of the money from the state.

Section 19.06

Non-CNA/CMA employees working evenings will be paid a shift differential of fifty (50) cents per hour and non-CNA/CMA employees working nights will be paid a shift differential of one dollar (\$1.00) per

hour.

CNAs and CMAs working evenings will be paid a shift differential of one (\$1.00) dollar per hour and CNAs and CMAs working nights will be paid a shift differential of one dollar and fifty cents (\$1.50) per hour. CNAs and CMAs working on weekends will be paid an additional weekend shift differential of one dollar (\$1.00) per hour.

Section 19.07 Nursing Assistants seeking certification and taking certification classes will be paid at a rate determined by the Employer, but at least the applicable minimum wage.

Section 19.08 CNA Specialization Training Hillside will designate at least three specialty training subject areas at any given time, e.g. Memory Care; Mentorship/Leadership; and Rehabilitation/Restorative Nursing. Once a CNA completes eight(8) hours of specialty training in one of the designated specialty training areas, she will receive a 20-cent per hour specialty training wage increase. A CNA can earn no more than three of the 20-cent per hour specialty training wage increases under the prior contracts and throughout the life of this contract. CNAs are only eligible to take specialty training courses after completing six months of employment. CNAs may only receive one specialty training wage increase in any year. Those CNAs who have received specialty training wage increases under prior CBAs will be eligible to receive additional specialty training wage increases to the extent that under all CBAs they do not receive more than three specialty training wage increases during their employment at Hillside. The CNA Specialization Training will be implemented by September 30, 2016.

Section 19.09 Non-CNA Specialization Training: The Employer will institute specialty training for cook, personal care attendant, housekeeping, dietary and laundry positions. Employees in these positions who complete 8 hours of designated specialty training in a specialty related to their position will receive a specialty training wage increase of 20 cents per hour. Employees can earn no more than two specialty training wage increases under the prior contracts and throughout the life of this contract. Employees are only eligible to take specialty training courses after completing six months of employment. Those employees who have received a specialty training wage increase under prior CBAs will be eligible to receive no more than one additional specialty training wage increase. The Non-CNA Specialization Training will be implemented by September 30, 2016.

Section 19.10 Notwithstanding the foregoing, employees who are on disciplinary probation (including but not limited to being on probation under the Attendance policy) are not eligible to receive any training course pay increases. Regular in-service training programs are not training courses for purposes of this provision.

Employees who have received a pay increase for taking a training course may not receive another pay increase for taking the same training course.

Section 19.11 Course content and subject matter will be determined in the sole discretion of the Employer.

ARTICLE 20
PAY FOR OVERTIME

Employees shall not be required to take time off in lieu of overtime pay.

ARTICLE 21
REPORTING AND CALL IN PAY

Regular full-time employees who are scheduled to work and who come to work without receiving prior notice that no work is available shall receive two (2) hours reporting pay at their regular straight time hourly rate. Regular part-time employees shall receive one (1) hour of pay at their regular straight time hourly rate under the same circumstances. An employee called in to work with less than two hours' notice will be paid one hour of call-in pay in addition to the actual hours worked. Upon arrival at work, the employee shall be responsible to have her timecard initialed by her supervisor with the notation "called in". Call in pay shall not constitute time worked for purposes of overtime.

ARTICLE 22
CERTIFICATION POLICY

Section 22.01 Nursing Assistant candidates must complete an approved Nursing Assistant training program. Both classroom and clinical portions of the training program must be attended and passed as established by Montana Rules and Regulations. A Nursing Assistant who has paid for training or testing herself may be reimbursed if the Nursing Assistant passes the Nursing Assistant training program and works for the Employer for at least six (6) months.

Section 22.02 A Nursing Assistant candidate will be given three (3) attempts to pass the state certification test provided state law allows such repeated attempts. If a Nursing Assistant is not certified within 4 months of date

of hire, the candidate is no longer eligible for employment.

Section 22.03 Nursing Assistants who believe they can pass the state certification test without completing a training program may challenge the exam once. The test must be passed prior to working as a CNA.

Section 22.04 An out-of- state CNA may become certified in Montana by completing the registry application form and providing copies of current certification, skills checklist and in-service hours or as otherwise provided by Montana law. The CNA may begin employment upon verification of certification, or as provided by Montana law.

Section 22.05 A CNA currently must attend a minimum of 12 educational in-service hours per year to meet state Regulations. CNAs will be required to meet all applicable educational in-service requirements established by state law. If absence from a mandatory in-service is unavoidable, the employee must notify the Staff Development Coordinator or the employee's direct supervisor to arrange a make-up in-service within 30 days of the last scheduled time for that course. Employees who fail to attend a mandatory in-service and fail to complete a make-up mandatory in-service within 30 days of the last scheduled time for that course will be subject to disciplinary action, up to and including discharge, and, on this basis, may not receive their next scheduled merit increase. The Employer will notify employees of all mandatory in-services at least 30 days prior to the in-service except when doing so is not possible to ensure regulatory compliance. In addition, the Employer will include on in-service notices if the scheduled in-service is required for the facility's regulatory compliance

and if it qualifies for CNA continuing education purposes. Mandatory in-services will be scheduled adjacent to regular shift times, allowing employees to attend either prior to or following their scheduled shift. Upon request, the Employer will provide mandatory in-services during scheduled shifts, as practicable, considering resident care needs.

Section 22.06 It is the CNA's responsibility to complete and mail the recertification application when due. It is necessary to notify the state of any address changes in order to receive renewal forms.

Section 22.07 A CNA whose certification has lapsed will be required to retake the state test to become recertified and will be suspended as a CNA until he/she is recertified.

Section 22.08 CNAs are required to keep education hours current. The employer will provide each CNA a quarterly accounting of in-service hours completed for the year. Failure to maintain current education hours shall subject an employee to suspension or termination.

ARTICLE 23
VACATIONS

Section 23.01 Full-time employees who have completed twelve (12) months of continuous employment will receive up to one week (5 days) of paid vacation pro-rated based on paid hours. Two pro-rated weeks (10 days) will be granted after two (2) years, three (3) pro-rated weeks (15 days) will be granted after five (5) years and four (4) pro-rated weeks (20 days) will be granted after ten (10) years. All vacations falling due in a year must be taken within the anniversary year unless otherwise arranged with approval

from the Administrator; however, an employee may take up to forty (40) hours of vacation pay on the first payroll following the employee's anniversary date in lieu of taking vacation time or an employee may roll the time over to the next year. However, an employee who has rolled time over from prior years will not accrue any additional vacation time as long as the employee's vacation balance is double the employee's annual vacation accrual amount.

Section 23.02 Regular Part-time employees regularly scheduled to work at least sixteen (16) hours per week shall receive pro-rata vacation benefits based upon their hours of work. In the event of death of an employee entitled to vacation pay, the vacation pay due will be paid to her estate.

ARTICLE 24
HOLIDAYS

Section 24.01 The employer agrees to pay Regular Full-time and Regular Part-time employees on the active payroll of the Employer, who are covered by this Agreement during the week in which the holiday falls, but excluding probationary employees with less than ninety (90) days employment and part-time employees who are regularly scheduled to work less than sixteen hours per week, for the following holidays not worked: New Year's Day, Memorial Day, Independence Day (July 4), Labor Day, Thanksgiving Day and Christmas Day. Holiday pay shall be eight (8) pro-rated hours straight time pay for all employees.

Section 24.02 Any employee covered by this Agreement who does not work both his/her entire regularly-scheduled work day immediately preceding the holiday

and his/her entire regularly-scheduled work day immediately following the holiday shall not be paid for such holiday unless the employee has a medical, dental or legal appointment that management has pre-approved and the employee provides documentation showing attendance at such appointment; in such cases, the employee must work the portion of the day that she practically can work, given the time, duration, and location of the appointment. Holiday pay is not given during a requested Leave of Absence or sick leave if the holiday occurs during those periods.

Section 24.03 Should any such holiday, to which an employee is otherwise entitled, fall during his vacation period, the employee shall receive an additional day's pay or, upon request, be granted in lieu thereof an additional day off with pay on the day before or after his normal vacation period.

Section 24.04 In the event work is required on a holiday, qualified senior employees have the option of accepting or rejecting said work, provided such required work can be covered by qualified junior employees in the event of rejection. Any employee who refuses to work on a holiday when there is no more junior employee to perform the work forfeits payment for the holiday not worked and will be subject to discipline as an absence under the Attendance Policy. Said junior employees are required to work said holiday. Regular Full-time employees who work on the above-described holidays shall receive their straight-time hourly rate in addition to holiday pay. Regular Part-time employees regularly scheduled to work at least sixteen (16) hours per week shall receive prorata holiday pay for the hours worked on the holiday, in addition to their holiday pay. Part-time

employees regularly scheduled to work less than sixteen (16) hours per week and probationary employees within their first ninety (90) days are to be paid their regular hourly rate for actual hours worked on the holiday. Such part-time employees and probationary employees receive no pay for not working holidays and do not receive holiday pay. Holidays, unless worked, will not be considered as time worked for purposes of computing overtime.

ARTICLE 25
SICK LEAVE

Section 25.01 Sick pay will be paid only when a Regular Full-time or Regular Part-time employee, as defined in this Agreement, has been sick a minimum of two (2) consecutive scheduled workdays, or the first day of in-patient hospitalization. If the employee has seen a medical provider immediately before or during the sick leave for the condition prompting the sick leave and/or if the employee has been treated for a serious communicable disease, the Administrator or designee reserves the right to request a Doctor's Certificate of Illness at the employee's expense for purposes of authorizing paid sick leave or to substantiate ability to return to work. In addition, the Administrator or designee reserves the right to request a Doctor's Certificate of Illness at the employee's expense before authorizing paid sick leave if the employee has shown a pattern of abuse of the sick leave policy. Any other employer requests for a Doctor's Certificate of Illness made in conjunction with authorizing paid sick leave or to substantiate ability to return to work will be at the employer's expense. Under no circumstances will this provision obligate the Employer to pay for an employee to obtain a Certification of Health Care Provider for purposes of applying

for Family and Medical Leave Act leave. An employee producing a Doctor's Certificate of Illness is not relieved from receiving attendance related discipline.

Section 25.02 A Regular Full-time employee accrues six (6) days sick leave per anniversary year at the rate of four (4) hours per month. A Regular Part-time employee accrues prorated sick leave on the basis of hours worked. Sick leave may be accumulated for a total of Twenty (20) days. There shall be no payment for unused Sick Leave.

Section 25.03 Earned sick pay is granted only after satisfactorily completing the first ninety (90) days of the six-month probationary period. Falsification of illness or injury may be reason for immediate discharge.

Section 25.04 The employee's Supervisor must be informed three (3) hours in advance of the employee's shift, if he is to be absent, whenever reasonably possible. An employee who fails to give three (3) hours' notice of his absence when reasonably possible may not use sick pay to cover that absence.

Section 25.05 In cases of major illness of an employee of Hillside Health & Rehabilitation, employees may donate earned but not used vacation, up to two (2) days, to another employee for use as sick leave with the approval of the Administrator.

ARTICLE 26

LEAVE OF ABSENCE – WITHOUT PAY

Section 26.01 A leave of absence in up to thirty (30) day increments without pay may be granted under the following conditions:

- (a) The employee has completed her probationary period;
- (b) The employee's absence will not unreasonably disrupt assigned

work schedules;

- (c) The employee seeks leave due to pregnancy, major medical needs, personal reasons or for Union training or events; and
- (d) The employee intends to return to work at the end of the leave of absence,

The foregoing requirements may be waived to comply with applicable laws.

Section 26.02

The length of the leave without pay will be determined on an individual basis. Leaves may be granted in no longer than one (1) month increments. Each request will be considered on urgency, the employee's length of service and the needs of the department. Such requests will not unreasonably be denied. Employee benefits will not be accumulated during the leave. Insurance premiums and other voluntary deductions must be paid by the employee while on the leave.

Section 26.03 Family and Medical Leave Act. Pursuant to the Family and Medical Leave Act of 1993 ("FMLA"), as amended, the Company will provide up to twelve (12) weeks of leave in a rolling 12-month period (measured backward from the date the employee uses any leave under the policy) to eligible qualified employees for the following reasons:

1. Because of the birth of a child of the Employee and in order to care for the such child;
2. Because of the placement of a child with the Employee for adoption or foster care;

3. In order to care for the spouse, child, or parent who has a serious health condition; or
4. Because of a serious health condition that makes the Employee unable to perform the functions of her/his position.

A "child" includes biological or adopted under the age of eighteen (18) or older if the older child is incapable of self-care because of mental or physical disability. A "serious health condition" is any condition that involves inpatient care at a medical facility or continuing treatment by a health care provider.

An employee may qualify for Servicemember Family Leave. In the case of qualified Servicemember Family Leave, an employee may take up to twenty-six (26) weeks of leave in a single 12-month period measured backward from the first day of leave. Other leave is also available under Servicemember Family Leave, such as Qualifying Exigency Leave.

Request for Leave. An employee must provide the Employer with sufficient information to support a determination that the leave qualifies as FMLA Leave. FMLA Leave request forms are available from the Human Resource Department. An employee must make a request for a leave qualifying as FMLA Leave at least thirty (30) days prior to the first date of the requested leave, if practicable. If the need for a leave qualifying as FMLA Leave is not foreseeable thirty (30) days in advance, an employee must request the leave

as soon as the need for the leave becomes foreseeable. If an employee is unable to provide any advance warning for a leave qualifying as a FMLA Leave, the employee must notify the Human Resource Department of his or her intent to request such a leave as soon as practicable, taking into account all of the facts and circumstances. An employee requesting leave as a Qualifying Exigency Leave for active duty of a family member must provide prior notice to the Employer as is reasonable and practical under the circumstances.

Exhaustion of Paid Time Off as Part of Leave. An employee must use at least 50% of his or her eligible unused vacation and sick leave hours as part of his or her otherwise unpaid FMLA leave. An employee may, at his or her option, use more than 50% of his or her eligible unused vacation and sick leave hours as part of his or her otherwise unpaid FMLA leave.

The only sick leave eligible to be applied is for the employee's personal illness. All paid time-off days used will also count as part of the 12-week (or 26-week, if it is for qualifying Servicemember Family Leave) leave period available to employees. Employees on worker's compensation or short-term disability leave may also have that time counted as running concurrently with the FMLA leave. However, employees will not be required to use their unused vacation if they are on a qualifying worker's compensation leave or short-term disability leave.

Section 26.20 Prohibited Acts. Providing a false reason for an FMLA leave will be considered grounds for disciplinary action up to and including termination. Employees are also prohibited from working for another employer while on a leave of absence, including FMLA, unless by mutual agreement. The Hillside FMLA Leave Policy, which also is applicable to Hillside non-union employees, outlines the terms of any FMLA leave granted to a bargaining unit employee.

Section 26.04 State Law Military Leave Rights. For any military leave granted under applicable state laws, it will run concurrently with Qualified Exigency Leave under the FMLA, if applicable.

Section 26.05 Exhaustion of Remedies. Before filing a complaint with the Department of Labor or District Court concerning any alleged violation of the employee's FMLA rights, the employee must file a grievance as provided under Article V of this Agreement and exhaust the grievance procedure. Bargaining unit employees will not have access to the arbitration provision of the CBA to pursue alleged FMLA violations.

ARTICLE 27
BEREAVEMENT PAY

In the event of a death in the immediate family (father, mother, husband, wife, domestic partner, son, daughter, brother, sister, grandparents, grandchildren), the Regular Full-time employee or Probationary employee who has completed 90 days of employment will be granted up to three (3) days of leave of absence with pay. Length of absence allowed depends on such factors as distance to be traveled and must be cleared with the Supervisor. Unpaid leaves of absence may be provided to regular part-time employees in accordance with the Unpaid Leaves

of Absence provision in Section 24.01. Other unpaid leaves may be provided at the Administrator's discretion. Employees requesting time off for funerals of other relatives or friends may use accrued vacation time with pay. Employees shall be paid only for scheduled days missed. Employees must provide an obituary or death certificate before the Employer will pay bereavement pay.

ARTICLE 28
HEALTH INSURANCE

Section 28.01 Effective upon completion of the enrollment period, and subject to a sufficient number of employees enrolling, the Employer will contribute, per eligible employee, toward the cost of health insurance available through the Employer's Group Health Insurance Plan an amount at the same level of coverage as provided other employees of the facility. The difference or additional coverage will be at the employee's expense. In order to be eligible for health insurance the employee must have been employed for 90 days and be a Regular Full-time employee; coverage will begin on the first of the month following 90 days of employment. Certain benefit programs may not be available to employees who fail to enroll at their first opportunity. It is the employee's responsibility to timely submit her enrollment paperwork prior to the 90th day of employment; employees who fail to do so will need to wait until the next open enrollment period to enroll and may be precluded from certain benefit programs.

Section 28.02 The Employer reserves the right to determine the carrier(s) of the health insurance program and the level of benefits under any health insurance program.

Section 28.03 The Employer has no duties, responsibilities or liabilities in regards to any claims and questions as to coverage, administration or claims of payment or payment of claims in regards to the above health insurance plan.

The Employer will provide to employees a customer service number for obtaining information and making inquiries concerning processing of claims.

Section 28.04 If, during the term of this Agreement, health care reform provides opportunities to provide employee health insurance benefits beyond those currently offered to Hillside bargaining unit employees, that do not require Hillside to expend additional monies, the parties agree to meet and confer concerning those options.

ARTICLE 29
MINIMUMS CLAUSE

The terms of this Agreement are intended to cover only minimums in wages, hours, working conditions and other employee benefits. This Agreement does not prevent the Employer from paying more in wages and benefits and providing improved hours and working conditions. Should the Employer desire to implement any improvements in the wages, hours, working conditions and/or other Employee benefits herein, the Employer must give the Union notice of such desire and must bargain with the Union concerning such desired improvements at the Union's request.

ARTICLE 30
NO CHANGE TO DEFEAT CONTRACT

No classification or title shall be changed, or new classification or title created, to defeat the spirit of this Agreement. A good faith decision by management to make changes

under this paragraph shall not be construed as defeating the spirit of the Contract.

ARTICLE 31
NO CONTRADICTION RULE

The Employer agrees not to enter into any agreement or contract with its Employees (who are in the classifications herein noted), either individually or collectively, which conflicts with any of the provisions of this Agreement.

ARTICLE 32
SUCCESSORSHIP

In the event of a transfer, sale or assignment of the Employer's facility, the Union shall be notified expediently of such action. The Employer will advise a prospective buyer of the existence of this Collective Bargaining Agreement.

ARTICLE 33
NO DISCRIMINATION

No Employee in the bargaining unit shall be discriminated against because of sex, age, race, creed or religion, color, national origin, physical or mental disability, marital status, familial status, sexual orientation, gender identity or gender expression, or because of their association with a person or group of people so identified, or any other protected class under federal, state, or municipal law. The Employer will protect employees from sexual and other unlawful harassment, as provided by applicable law and detailed in its Employee Handbook.

ARTICLE 34
ADA ACCOMMODATION

The employees and the Union recognize and acknowledge that under the Americans with Disabilities Act, as amended, Workers' Compensation laws and other similar federal and state laws, the Employer may be required to accommodate individual employees to the extent that such accommodation may conflict with certain terms or conditions of this Agreement. The employees and the Union recognize that any reasonable accommodations, including but not limited to job

restructuring, job assignment, job reassignment, modified work schedules, and use of adaptive equipment and devices, implemented pursuant to such laws shall supersede the provisions of this Agreement.

ARTICLE 35
HEALTH AND SAFETY

The Employer shall continue to provide a safe and healthy workplace for all Employees in the bargaining unit. The parties hereto, and said Employees, agree to cooperate and use their best efforts in carrying out health and safety measures and practices, and agree, in the interest of health and safety, to observe any state and federal health or safety rules.

No set of health or safety regulations, however, can comprehensively cover all possible unsafe practices of working; therefore, the Union, the Employer, and said Employees undertake to promote, in every way possible, the realization of the responsibility of the individual Employees with regard to preventing accidents and/or illnesses to herself, to fellow Employees, residents, and visitors of the facility.

ARTICLE 36
INJURED EMPLOYEES

Employees injured on the job must notify the Employer immediately in accordance with established procedures. Employees may, if they so desire, notify the Union of any injuries occurring on the job. The Union shall provide an appropriate notice form for providing such notice to the Union.

Employees injured on the job requiring medical attention and/or unable to return to work as a result of such injury shall receive wages for the full day on the day of the injury.

ARTICLE 37
POSTING OF WORK SCHEDULES

Section 37.01 Schedules shall be posted five (5) days in advance of the Employee's work whenever reasonably possible.

Section 37.02 Once work schedules are posted, no changes shall be made in the schedule without three (3) days' prior notice to the affected Employee whenever reasonably possible under the circumstances.

Section 37.03 There will be no split shifts unless mutually agreed to by the Employee and the Employer.

Section 37.04 Consecutive days off shall be provided whenever reasonably possible.

ARTICLE 38
MISCELLANEOUS

Section 38.01 Free meals or snacks on holidays or at any other time are a management prerogative and are not a contract benefit.

Section 38.02 In addition to Employer's reservation of the right to request a doctor's certificate of illness as set out in Article 25.01, the Employer has the right to require such a certificate in cases of excessive or abusive call-ins, or no-shows, or if there may be a health hazard to the involved employee, to other employees, or to the residents.

Section 38.03 Employees who are called in by Employer to work a shift other than their regularly assigned shift are to be provided a free meal by the Employer on any shift that provides a meal to the residents. The Employer has the legal right to install cameras in the dietary department to provide oversight and observation of dietary department activities. All surveillance camera

recordings to be used as evidence in disciplinary procedures will be subject to the just cause standard and evidentiary principles.

Section 38.04 Employer and Union acknowledge that it is mutually beneficial for the parties to this Agreement to keep an open line of communication between Employer and Union for the purpose of entertaining concerns, problems and suggestions relative to the workplace. Such discussions shall not include grievances which are subject to the grievance procedures of the agreement, nor be proposals for current contract changes. Meetings between Employer and Union representatives to carry out the purpose and intent of this section shall be subject to mutual agreement as to time and place and the party requesting such meeting must provide an agenda to the other party before setting the meeting time and place.

Section 38.05 Employees covered by the bargaining agreement may purchase medications through the facility pharmacy at cost plus ten (10%) percent; however, the Employer reserves the right to discontinue this benefit if it no longer provides prescriptions for non-residents.

Section 38.06 The Employer has the legal right to install cameras at facility entrances and exits and on facility grounds to enhance security and monitor employee rule compliance. All surveillance camera recordings to be used as evidence in disciplinary procedures will be subject to the just cause standard and evidentiary principles.

Section 38.07 Upon signing up for direct deposit, or at any future date, the Employer will offer to employees on direct deposit the option of having the Employer print out their pay stub each pay period, which the employee may pick up at the

Hillside office.

ARTICLE 39
SEPARABILITY AND SAVINGS

If any paragraphs of this Agreement or of any riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any paragraph should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any rider thereto or the application to such paragraph to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any paragraph is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such paragraph during the period of invalidity or restraining.

ARTICLE 40
COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which shall constitute one instrument.

ARTICLE 41
HEADINGS

The headings of the paragraphs and sections of this Agreement are for convenience of reference only and do not form a part hereof and in no way interpret or construe such paragraphs or subparagraphs.

ARTICLE 42
AMENDMENTS, ADDITIONS, AND WAIVERS

The waiver of any breach, term, or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of its terms and conditions.

ARTICLE 43
WAIVER OF BARGAINING

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining; and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement. Notwithstanding the foregoing, either party may require that the other Party bargain collectively to agreement or impasse concerning proposed changes to the employees' terms and conditions of employment with respect to any subjects or matters referred to, or covered in this Agreement that are responsive to new legislation and/or implementing rules and regulations that are not in effect upon the effective date of this collective bargaining agreement.

ARTICLE 44
ENTIRE AGREEMENT

It is mutually acknowledged that the parties, through the process of collective bargaining, have agreed as to wages, hours and conditions of employment, and all their agreements arrived at have been reduced to writing and are contained in this Agreement. All other agreements, commitments, claims, demands and past practices are hereby specifically excluded for the

duration of this Agreement and are not a part hereof nor shall they be used as a basis for interpretation of this Agreement. Any past or prior practice or policy of the Employer prior to the effective date of this Agreement or implemented during the term of this Agreement under the Employer's management's rights may be modified, revoked, suspended, or terminated, in whole or in part, at any time, with or without notice and cannot be used to create or construe any obligation of the Employer to continue such practice nor is such past practice subject to the grievance and arbitration procedures herein.

ARTICLE 45
DURATION OF AGREEMENT

This Agreement shall remain in full force and effect from July 1, 2019 through June 30, 2022 and thereafter for successive yearly periods unless notice is given in writing, either by the Union or by the Employer, to the other, not less than ninety (90) days prior to the expiration of the first term of agreement, March 31, 2022, and any successive period, of its desire to modify, amend, or terminate this Agreement. In such case, the Agreement shall be open for modification, amendments or termination such as the notice may indicate at the expiration of the period within which this notice is given, provided, however, that this Agreement shall forthwith and automatically terminate without notice and prior to the expiration date or dates hereinbefore mentioned should there be a change in ownership of the Employer through a sale, or should there be a discontinuance of operations at the Employer's place of business, or Employer shall relocate.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed
by their duly authorized agents and representatives.

For the Employer:

Hillside Health Care Center, LLC

Bernice Zimmermann
Executive Director

For the Union:

SEIU 775

Sterling Harders
President

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized agents and representatives.

For the Employer:

Hillside Health Care Center, LLC

Bernice Zimmerman
UNHA

Bernice Zimmerman
Executive Director

For the Union:

UNITED ITUW Loc. 23

Mark Andelik

Mark Andelik
Union Organizer and Representative