

Collective Bargaining Agreement

between

SEIU 775

and

Libby Care Center at Cascadia

Effective November 20, 2019 – March 1, 2020

CONTENTS

AGREEMENT 1

ARTICLE 1 – PREAMBLE..... 1

ARTICLE 2 – RECOGNITION 2

ARTICLE 3 – DEFINITIONS 3

ARTICLE 4 – INITIAL EVALUATION PERIOD 3

ARTICLE 5 – DISCHARGE 4

ARTICLE 6 – LAYOFFS 5

ARTICLE 7 – SENIORITY 5

ARTICLE 8 – HOURS OF WORK..... 6

ARTICLE 9 - PAID TIME-OFF (PTO) POLICY 8

“Eligible Employees” must be employed one year on 01/01/06, when PTO time is awarded..... 10

PTO Schedule for New Hires:..... 11

ARTICLE 10 - SHORT TERM DISABILITY 11

ARTICLE 11 – LEAVE OF ABSENCE..... 12

ARTICLE 12 – FUNERAL LEAVE 13

ARTICLE 13 - INSURANCE..... 13

ARTICLE 14 – WAGES 13

ARTICLE 15 – 401(K)..... 15

ARTICLE 16 – TUITION REFUND 15

ARTICLE 17 - DRUG TESTING..... 15

ARTICLE 18 – GRIEVANCE PROCEDURE & ARBITRATION 15

ARTICLE 19 – NO STRIKE OR LOCKOUT 17

ARTICLE 20 – SEPARABILITY..... 17

ARTICLE 21 – JURY DUTY 18

ARTICLE 22 – GENERAL RULES..... 18

ARTICLE 23 – LENGTH OF AGREEMENT 19

AGREEMENT

This Agreement made and entered into April 22, 2015 by and between Libby HealthCare, LLC d/b/a Libby Care Center, hereinafter designated as the “Employer” and the UNITE HERE! Local 427, or its successor through merger, hereinafter designated as the “Union”, acting on behalf of the employees of the facility in the appropriate unit, as hereinafter defined, now employed and hereinafter to be employed and collectively designated as “employees”.

ARTICLE 1 – PREAMBLE

A. Management of the center, the control of the premises and the direction of the working force are vested exclusively in the Employer, subject to the provisions of this Agreement. The right to manage includes, but is not limited to the following: the right to select, hire, transfer and promote, and to discipline, suspend or discharge for just cause; assign and supervise employees; to schedule the workforce; to determine and change starting times, quitting times, and to determine policies and procedures with respect to patient care; to determine or change the methods and means by which its operations ought to be carried on; to set reasonable work standards; to determine the work load and work performance level required and to modify those levels; to establish and change staffing levels and ratios; to determine the size of the Employer’s center; to extend or curtail, and to terminate the operations of the employer; to introduce new and improved methods or facilities; and to change existing methods or facilities. The Employer has and retains the powers, functions, rights and authority it would have, but for the signing of this Agreement, except those specifically abridged or modified by the express provisions of this Agreement, provided, however, that such powers, functions, rights and authority shall not be enforced or exercised contrary to or inconsistent with the provisions of this Agreement.

B. The Union agrees with the objectives of achieving the highest level of employee performances and production consistent with safety, good health and sustained efforts to effectuate this objective.

C. The Union recognizes the responsibility imposed upon it as the exclusive bargaining agent of all employees covered under the terms of the Agreement, and therefore agrees that it will cooperate with the Employer and lend its support to assure a full day’s honest effort on the part of each of its members in return for a day’s pay; that it will support the Employer in its efforts to improve the quality of performance, help in preventing accidents and strengthen good will between the Employer, employee and the Union.

D. The terms of this Agreement are intended to cover only minimums in wages, hours, working conditions and other employee benefits. The Employer may place in effect superior wages, hours, working conditions and other employee benefits.

E. Both the Employer and the Union will endeavor to influence public policy and effect reforms to Federal and Montana law and expenditures that advance resident care and the employee’s welfare.

ARTICLE 2 – RECOGNITION

A. The Employer recognizes the Union as the sole collective bargaining agent for all full- time and regular part-time nursing aides, dietary aides, restorative aide, physical therapy aides, occupational aides, and environmental service employees, but excluding management, department heads, confidential, temporary, intermittent, irregularly scheduled, office clerical, professional employees, registered nurses, licensed practical nurses, and supervisors as defined by the act.

B. It shall be a condition of employment that all employees covered by this Agreement who are on the payroll of the Employer on the effective date hereof and who are now members of the Union, shall be required to be and to remain members of the Union in good standing. It shall also be a condition of employment that all employees covered by this Agreement shall be required to become and remain members of the Union in good standing on the 31st day after the latter of the following dates: (1) the effective date of this Agreement, (2) the date the employee is hired.

The Employer shall upon signed authorization by the employees, deduct the established initiation fee and monthly union dues from the earnings of each and all such employees in the first pay period of each month and forward the same to the Treasurer of Union.

C. Should the Union notify the Employer in writing that any person employed in the jobs covered by this Agreement is not in good standing with the Union, it shall be obligatory upon the Employer to remove such employee from the job not later than the fifteenth day following receipt of such notice. A member in good standing is defined to be an employee of the Employer who tenders periodic dues and initiation fee uniformly required as a condition of acquiring and retaining membership in the Union.

D. No member of the Union shall be discharged or discriminated against for upholding lawful Union principles or taking part in normal lawful Union activities.

E. The authorized agent of the Union shall be permitted to enter the property of the Employer to conduct legitimate Union business between the hours of 8:00 a.m. and 4:30 p.m., or at other times by pre-arrangement with the Administrator. Prior notification of no less than twenty-four (24) hours (excluding weekends and holidays) shall be given to the Administrator. The visit shall be pre-arranged with the Administrator and shall take place at times when the Administrator or his/her designated representative is at the facility. The Union representative will limit his/her visit to the employee breakroom or smoke shack gazebo, but if unavailable, the Administrator will designate the conference room as the appropriate visit location. The visit shall not interfere with the operation of the business or the care of the residents. Authorized visits will not be unreasonably denied by the Administrator.

F. Each calendar year, up to three (3) union leaders may be granted a total of twenty-four

hours (e.g. 8 hours per leader) of unpaid time to conduct union business. At least 14 calendar days notice must be provided to the Administrator of the intended leave to arrange appropriate scheduling.

G. The Employer agrees to maintain reasonable provisions for the safety and health of its employees in conformity with State laws and regulations. This includes providing adequate staffing in conformity with State laws and regulations, to perform the necessary job requirements in keeping with commonly accepted facility standards of quality resident care.

H. Within fifteen (15) days from the date of hiring a new employee recognized under the terms of the Agreement, the Employer shall notify the Union by telephone or by mail, giving the following information: employee's name, home address, social security number and the date employee was hired.

I. The Employer, jointly with the elected or appointed representatives of UNITE HERE! Local 427 shall maintain a Labor-Management committee to assist with areas of concern. The committee will consist of no more than three (3) bargaining unit members and three (3) facility managers, with no outside Union or Employer representatives. The purpose of the committee is to foster improved communications between the employer and union members, and to help resolve issues. The function of the committee is limited to an advisory capacity. The participating members will represent the views of their respective group. The committee will meet no more than monthly, unless by mutual consent, but at least quarterly. The committee may have more meetings with the agreement of both parties. Committee meetings will last no longer than an hour (1 hour), unless there is mutual agreement between the parties to do so. Agenda items will be submitted by both parties in advance of each meeting.

ARTICLE 3 – DEFINITIONS

A. The terms “regular full-time employee” and “regular full-time employees” refer only to employees employed and who are regularly scheduled to work thirty (30) hours or more per week. Employees hired after August 6, 2012 must be regularly scheduled to work thirty-five (35) hours or more per week to be defined as a full-time employee and eligible for benefits under this Agreement.

B. The terms “regular part-time employee” and “regular part-time employees” refer only to employees employed and who are regularly scheduled to work less than thirty (30) hours per week, but at least twenty (20) hours per week. However, for employees hired after August 6, 2012, the terms “regular part-time employee” and “regular part-time employees” refer only to employees employed and who are regularly scheduled to work less than thirty-five (35) hours per week, but at least twenty (20) hours per week.

ARTICLE 4 – INITIAL EVALUATION PERIOD

A. All newly hired employees who are covered by this Agreement, whether or not previously employed by the Employer and whether they are members of the Union or not, shall be deemed “initial evaluation” employees and shall be subject to an “initial evaluation” period for ninety

(90) continuous days commencing with the first day of their employment. Days lost from work because of sickness or accident during the initial evaluation period shall not be considered in computing the said ninety (90) day period. If in the judgment of management, an employee's performance is

satisfactory or better, he or she will become a regular employee. If, in the judgment of management, an employee's performance is marginal or unsatisfactory, the Employer may discontinue the employee's employment or may extend the employee's initial evaluation period for up to an additional thirty (30) days. Upon request, a Union Representative may be present with the subject employee during any meeting(s) involving an extension of the initial evaluation period. Any union representative employed by the Employer will not be compensated by the Employer for the time spent performing Union duties relating to a grievance investigation and/or grievance meeting.

B. Notwithstanding any other provisions of the Agreement, the Employer may at any time during or at the end of the initial evaluation period discharge an employee at the Employer's will and discretion and with or without cause, and no claim will be made by the Union or any of the employees that the discharge concerning an initial evaluation employee during or at the end of the applicable initial evaluation period was improper, and no action of the Employer with respect to such initial evaluation employee shall be subject to any recourse, nor shall it be the subject of any grievance or arbitration.

ARTICLE 5 – DISCHARGE

A. The Employer shall have the right to discharge and discipline employees for just cause. Just cause for discharge will include dishonesty, insubordination, insobriety, incompetence, willful negligence, failure to perform work as required, abuse of or improper conduct toward a patient, drug abuse or addictions, or for violating the Employer's nursing home rules not inconsistent with this Agreement, which must be available to all employees. Disciplinary actions will accrue on the basis of a rolling twelve month (12) period (e.g. a discipline action issued on March 17, 1999 will "roll off" on March 16, 2000), providing no additional violations recur within the rolling period. Disciplinary actions may be initiated at any step in the corrective process or may be progressive, depending on the performance problem, type of conduct, nature of offense involved and the employee's work record. The Employer agrees to exercise fair and reasonable judgment in the application of this Article. The Union, acting on behalf of any employees whom the Union believes to have been discharged without proper cause, shall have the right to appeal such discharge in accordance with the provisions of the grievance procedure set forth herein. Effective July 1, 2004, disciplinary action regarding different types of unsatisfactory performance by the same employee will be determined by combining the offenses and not as if the offenses were singular occurrences.

B. Seniority shall be broken and employment terminated when the following has taken place:

1. the employee has resigned
2. been discharged for just cause
3. has retired
4. has been laid off for more than six (6) months
5. failed to return from a leave of absence or layoff recall within ten (10) days after being notified, or
6. has been off the job through illness and/or injury for more than one year
7. one (1) incident of no call/no show, without notification acceptable to the Employer.

A no call/no show is a failure to provide proper notice to the employee's supervisor at least two hours prior to the beginning of the employee's shift. The Employer will have the discretion to determine whether any failure to provide proper notice was due to an emergency outside the employee's control. Such discretion will permit the Employer to determine a less severe disciplinary measure for this type of failure to provide notice.

It shall be the obligation of the employee to keep the Employer notified of his/her current address and home telephone number where they can be reached in the event of an emergency. A friend, neighbor or relative's telephone number may be provided to the Employer at the employee's option.

ARTICLE 6 – LAYOFFS

A. The Employer agrees to give each full-time and regular part-time employee that has been on the payroll ninety (90) days or more at least one (1) week's notice of intended layoff and each employee shall give his particular Employer at least two (2) week's notice of intention to quit, but failure of the employee to give notice shall not constitute a breach of this contract by the Union. Seniority shall prevail governing layoffs with due consideration given within designated job classification(s). The Union, acting on behalf of any employee whom the Union believes to have been laid off or not rehired in violation of this section shall have the right to appeal such layoff or refusal to rehire in accordance with the provisions of the grievance procedure set forth herein.

B. Low Census Days. In the event the Employer needs to cancel or reduce a shift of any Employee(s) for low census, the Employer shall do so in the following order:

1. Volunteers by rotating seniority;
2. PRNs;
3. Employees on modified duty;
4. Least senior employee on overtime status on the affected shift; and
5. Least senior employee on a rotating basis.

Cancellations or reductions will be done within job classifications and shift. Full time volunteers for low census cancellations or reductions will not have their eligibility for benefits affected. At their choice, Employees may use any available PTO for low census cancellations or reductions.

ARTICLE 7 – SENIORITY

A. Seniority will be recognized after the initial evaluation period. Thereafter, seniority shall be retroactive to date of employment. In case of a reduction of forces, the last employee hired within the affected job classification will be the first laid off; the last employee laid off in the affected job classification will be the first to be rehired. Employees to be rehired will be notified by registered mail sent to the last known address of such employee.

B. The Libby Care Center retains the right to determine who, if anybody, shall be selected for and/or promoted or transferred to existing full-time or newly created vacancies. Said determinations shall be based upon an applicant's interview, experience, past performance, and qualifications for the position. Where the appraisal of the candidates' interview, experience, past performance, and qualification are approximately equal, senior employees, who have made a previous

request, shall be given first opportunity to transfer or to be assigned to said positions.

C. A seniority list will be posted by the Employer at six (6) month intervals and a copy of each such seniority list so posted will be mailed to the Union.

D. New job openings for job classifications covered by the Agreement will be posted in-house for a minimum of three (3) days prior to soliciting outside applicants.

ARTICLE 8 – HOURS OF WORK

A. A regular day's work shall consist of not more than eight (8) hours, excluding meal period, and the regular work week shall not be more than forty (40) hours per week. Any work performed in excess of forty (40) hours per week, for bargaining unit employees, shall be paid at the rate of time and one half (1 ½). It is agreed that overtime shall not be paid on overtime, or pyramided; only the time which is actually worked shall be counted in the computation of overtime pay. Overtime work shall be offered on a seniority basis. An employee may decline to respond to a call in on day off without penalty.

B. All regular full-time employees and regular part-time employees working on a predetermined shift shall be entitled to four hours pay if such employee reports to work on his or her scheduled day of work and is not put to work or is not given four (4) hours of work in any classification. Any regular employee who is called into work outside of a predetermined and posted schedule shall be entitled to a minimum of four (4) hours pay.

C. Each employee shall be allowed a fifteen (15) minute rest period during each continuous four (4) hours of work. In any event, days off may be switched by mutual consent of the employee and the Employer, or in the case of emergencies. The Employer will make every effort to provide all employees, who want it, a minimum of (1) weekend off every six (6) weeks as long as this scheduling practice meets the operational needs of the facility. Extra weekends scheduled off shall be based on seniority. This does not preclude an employee from choosing to work more weekends.

D. Employees attending required staff meetings shall be paid for the time in attendance at the applicable rates, but not less than one (1) hour's pay. Employees called in to the facility for required staff meetings shall be paid not less than one (1) hour at the applicable rate. Applicable rate is the rate applied to the majority of the employees' regularly scheduled work hours, which may include shift or position differential.

E. The scheduling of all working hours, including overtime, shall be within the sole discretion of the Employer. The Employer will not significantly change a regular Employee's established schedule, without the Employee's agreement, except for adjustments made for low census or emergency Facility conditions. Employees are expected to work any overtime as requested, unless prevented by a valid excuse ('valid excuse' may include but not be limited to fatigue, family care, medical or other previously scheduled appointments which may not be conveniently rescheduled). While it shall remain the Employer's sole discretion to determine whether or not an excuse is valid, such requests shall not be unreasonably denied. Overtime must be requested and authorized by the employee's supervisor or administrator.

F. Scheduling of shifts that are less than four (4) hours or of split shifts may occur only upon mutual agreement between the Employer and the employee.

- G. When an employee is required to work in a higher classification, such employee shall receive the pay of the higher classification for the time worked.
- H. Temporary assignment or temporary acceptance of work in a lower paying classification shall not result in a reduction of pay.

ARTICLE 9 - PAID TIME-OFF (PTO) POLICY

Section 9.1 Overview

This program offers time for employees to use toward their vacation, holidays and sick time. PTO is awarded, strictly subject to the terms and conditions provided below, on January 1st of each year based on length of service and the total number of regular hours (non-overtime or other hours) worked and PTO hours taken in the previous year. PTO must be used during the year in which it is awarded and may not be carried forward to the next year. The facility will comply with all related laws.

Section 9.2 Eligible Employees

All Full-time (FT) designated employees who are regularly scheduled to work thirty-five (35) hours or more per week are eligible for this benefit. Employees hired on or before August 6, 2012 will be considered full-time for purposes of this Section if they are regularly scheduled thirty (30) hours or more per week and continue to maintain their full time status. Employees hired after August 6, 2012, who regularly work fewer than thirty five (35) hours per week, are not eligible to receive this benefit.

Section 9.3 Procedure

On January 1st of each year, the facility will award PTO to each FT employee, subject to the terms herein and based on the schedule listed in *section (n)* of this policy. PTO is not an accrual- based policy and will only be awarded to employees who are employed at the time the award is issued.

If an employee is on a non-FMLA Leave of Absence that is not medically-related, the employee will be awarded his/her PTO once the employee has returned from leave and has worked at least one full pay period. Time on Leave of Absence does not count as time worked for purposes of determining earned PTO.

Unused PTO hours/PTO balances will not be paid at time of separation if the employee is terminated for misconduct or violation of policies/procedures.

Employees who resign and work out the appropriate notice period will be paid unused PTO based on the schedule below. Appropriate notice for purposes of this policy is defined as two (2) weeks. New hire employees will NOT be paid any portion of their first PTO award upon resignation. Use of PTO time is not permitted during the notice period.

Month In Which Resignation is Handed In...	Percentage of PTO That Will Be Paid...
January through March	0%

April through June	25%
July through September	50%
October through December	75%

For each day of the notice period that the associate fails to work, a day (8 hours) of PTO will be deducted from the amount that would be otherwise paid.

- (a) An employee may request to use some or all of his/her awarded PTO by submitting a written request to his/her immediate supervisor at least fifteen (15) calendar days in advance of the schedule posting. When such written request is not given, the employee will be charged one and one-quarter (1.25) times the amount of PTO time off requested. Exceptions to this are when the employee is requesting to use PTO for:
- An absence due to illness or injury with a valid physician’s excuse, if the Employer reasonably suspects the Employee of abusing the intent of this policy,
 - An emergency FMLA leave [Article 11(b)],
 - For a low census day off, or
 - An approved holiday [Article 9.3(l)].
- (b) Employees may use their PTO time for illness or injury beginning on the first day of the illness/injury. The Supervisor may request a physician’s certification prior to approving payment of PTO for an illness or injury if the Employer reasonably suspects the Employee of abusing the intent of this policy. Employees may elect to use available Short-Term Disability beginning on the 4th consecutive day of an absence due to the same illness/injury (See Article 10).
- (c) Employees who are absent from the facility for an excused absence and have PTO time available, must use this PTO for payment, unless the absence is covered by FMLA leave, a Worker’s Compensation claim, a Short-Term Disability claim or the employee STD bank.
- (d) Except as stated in Article 9.3(f) above, the use of PTO to receive pay for unscheduled absences from work for illness or injury:
1. Will not be approved for absence(s) on the day before or after a company recognized holiday or PTO leave.
 2. Will not be approved for an absence during a period for which PTO leave has been previously denied.
 3. Will not be approved if the employee does not give proper notice of two (2) hours before the beginning of the day shift, or four (4) hours before the beginning of the evening or night shift.

4. Will not be approved for an absence on a holiday for which the employee is scheduled to work.
- (e) PTO will be approved on a first come basis. When all factors are equal, seniority will be used in determining approval for PTO. Holidays will be approved on a rotating basis to ensure fair distribution of time off on holidays.
- (f) PTO time may be used in partial or whole day increments not to exceed the 8 hours per day or if the Employee’s regularly scheduled shift is longer, not to exceed the hours of that shift per day) and not less than 4 hours per day.
- (g) If an employee works on the holidays of New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day, the employee may elect to request payment of a PTO day (to a maximum of 8 hours or the hours of the Employee’s regularly scheduled shift if longer than 8 hours) in addition to their normal pay if the employee has available PTO time.
- (h) During the first payroll in November, FT employees as defined under “Eligible Employees” will be allowed to TRANSFER up to 55 hours of PTO into their Short-term Disability Account. If the employee has a full/maximized STD account with 400 hours, then no transfer of additional hours may occur. Employees may also elect to CASH OUT up to 20 hours of PTO at this time as well. New hire employees may place up to 55 hours of their first PTO award into the STD but may not cash out any portion of the first PTO award.

“ELIGIBLE EMPLOYEES” MUST BE EMPLOYED ONE YEAR ON 01/01/06, WHEN PTO TIME IS AWARDED

- (i) PTO will be awarded to full-time employees according to the tables below: For Employees who have 1 or more years of service as of January 1st:

Length of Employment As Of January 1st:	<u>For Full Time Employees:</u> The factor below multiplied by the total of the number of straight time hours worked plus PTO taken in the previous year	<u>Maximum Total Number of Days Granted Based on 2080 hours **</u>
1 st year anniversary	.0846	22 days per year
2 nd year	.0885	23 days per year
3 rd year	.0923	24 days per year
4 th year	.0961	25 days per year
5 th year	.1000	26 days per year
6 th year	.1038	27 days per year
7 th year	.1077	28 days per year
8 th year	.1115	29 days per year
9 th year	.1154	30 days per year
10 th year	.1192	31 days per year
11 th year and beyond	.1231	32 days per year

**The total number of days granted for PTO include the following: 6 holidays, 6 sick days, and the allocated amount of vacation days based on seniority ranging from 10 days to 20 days.

PTO SCHEDULE FOR NEW HIRES:

90 Day probationary period ends:	1 st Year of employment PTO Award (Award to be made at completion of 90 day introductory period)		PTO Award (to be awarded January 1 st following hire date if employee has completed 90 days of service on or before Jan. 1st).	
	Full Time		Full Time	
Jan-March	80 hours	10 days	120 hours	15 days
April – June	60 hours	7.5 days	120 hours	15 days
July – September	40 hours	5 days	120 hours	15 days
October – December	0 hours	0 days	120 hours	15 days

- (j) Employees who change from part-time to full-time status during the year will have their PTO calculated on the total hours worked for the preceding year. However, if an employee changes from full-time to part-time, or PRN status and back to full-time within the same calendar year they will be classified as a new hire and will be eligible for new hire benefits. (See New Hire Schedule)
- (k) If an employee changes from full-time to part-time or PRN status their current PTO balance will be cashed out in accordance with the resignation schedule outlined above (See *section 9.3(d)*).
- (l) For the purposes of issuing PTO time, full-time status will be based on the number of regular hours the employee worked during the prior year, plus any PTO time taken during the prior year. To qualify for the full-time PTO calculation, the employee must have a combined regular hours worked and PTO time taken of 1,560 hours or more.
- (m) Requests for PTO submitted at least fifteen (15) days before the posting of the schedule shall be approved or denied within seven (7) days of the request submission. If denied, the Employer shall provide the Employee with the reason for the denial. Requests for PTO shall not be unreasonably denied. If approved, such approval shall not be rescinded by the Employer without written agreement by the Employee. All approvals and denials shall be provided in writing to the Employee.

ARTICLE 10 - SHORT TERM DISABILITY

Section 10.1 Overview

Short-Term Disability (STD) is a program whereby full-time employees may elect to transfer PTO hours to a Short Term Disability bank in accordance with the PTO policy and procedure. In accordance with certain PTO policies and procedures, STD hours may be used to receive pay for absences from work due

to illness or injury.

Section 10.2 Eligible Employees

This policy/benefit applies to all full-time regularly scheduled employees. Section 10.3 Procedure
STD is available for use only if an employee has made a contribution to the Short-Term Disability bank and has an available balance.

When an employee is required to be absent due to an extended illness, injury or surgery, or due to a serious health condition requiring requesting FMLA, he/she may use his/her STD beginning the 4th consecutive day of such absence.

Prior to approving pay from STD, the supervisor may require evidence of illness or injury.

Employees must make a written request to be paid STD hours. Such request must be submitted to the employee's supervisor prior to the end of the pay period in which the absence due to illness or injury occurred.

- (a) STD for regular full-time Employees may be requested and paid in "4 hour increments" but not to exceed 8 hours in a day, or if an Employee has longer regularly scheduled shifts, not exceeding the number of hours of their regularly scheduled shift.
- (b) Employees may have up to, but not more than, 400 hours in their STD bank.
- (c) Once a maximum of 400 has been contributed to the STD bank, the employee will not be able to contribute further until a portion of that balance has been used.
- (d) STD balances may be carried over from year to year.

STD is not an accrual-based policy and is NOT payable upon termination or resignation.

ARTICLE 11 – LEAVE OF ABSENCE

A. **PERSONAL LEAVE.** Eligible full-time employees may request, and the Employer may, at its discretion, grant a Leave of Absence. Eligible employees may request personal leave only after having completed twelve (12) months of full-time service. Personal leave may be granted for a period up to four (4) weeks every twelve (12) consecutive months. Personal leaves are unpaid, however, an employee will be required to take any available sick or vacation leave as part of the approved period of leave. Requests for personal leave will be evaluated by the Employer based on a number of factors, including leave request duration, the employee's performance, anticipated workload requirements as well as staffing considerations during the proposed period of leave. An employee granted a personal leave of absence will not be guaranteed reinstatement to the exact position held prior to the leave.

B. **FMLA.** The facility will grant an unpaid leave of absence for a period of up to 12 weeks in 12-month period (or longer if required by applicable state or local law) in accordance with the Family and Medical Leave Act (FMLA). To be eligible for a FMLA leave, you must have completed at least 12 months of service with the facility and worked a minimum of 1,250 hours in the 12-month period preceding the leave. The parties recognize and agree to comply with all terms of the Family Medical Leave Act.

ARTICLE 12 – FUNERAL LEAVE

A. After ninety (90) days of continuous employment, regular full-time employees who experience death in their immediate family, which shall be defined to include: father, mother, brother, sister, spouse, domestic partner as defined under Montana law, child(ren), and grandparents shall receive up to three (3) workdays paid at the employee’s regular hourly rate up to a maximum of eight (8) hours per benefit day. Payment will not be made for scheduled days off. Payment for scheduled workdays which would have been worked but for the funeral will be paid for the day of the funeral, the day before the funeral and the day after the funeral and the employee must attend the funeral to be eligible for bereavement pay.

B. The administrator has the right to demand proof of whether in fact there is a legitimate use of leave.

ARTICLE 13 - INSURANCE

Section 13.1 Social Security

The Employer shall share equally with the employee in the contribution to the Federal Insurance Contribution Act for old age and survivors insurance. All employees must have a social security number for the purpose of benefits under this Act.

Section 13.2 Worker's Compensation

The Employer shall pay the full cost of insurance under the provisions of the Montana Worker's Compensation Act in accordance with the State law and regulations.

Section 13.3 Unemployment Insurance

The Employer shall pay the full cost of unemployment insurance as prescribed by State and Federal law.

Section 13.4

Upon ratification, the Employer will offer Health, Dental and Vision Insurance Plans, subject to the conditions set forth below.

The Parties agree that the terms and conditions of this Article (including benefits offered, plan design, employee premiums and plan carrier) may be modified by the Employer.

Upon request from the union, the Employer will advise the union if it is planning to make such changes. If so, the Employer, if offered, will review any insurance plan proposed by the union, provided the proposal is made before November 1 of the applicable calendar year. The Employer will not automatically reject the union’s proposal. However, the Employer retains full and final decision-making authority in making any and all changes in the Article and such modifications by the Employer shall not be subject to the grievance and arbitration provisions.

Should a new state or federal health insurance program be adopted, the Employer and the Union shall communicate and discuss how, if at all, the program impacts the terms and conditions of this Agreement. If the Affordable Health Care for America Act affects any provision of this Agreement or the Health, Dental and Vision Plans offered by the Employer, the Employer and the Union agree to open only the affected provision of this Agreement to negotiations.

ARTICLE 14 – WAGES

A. Wage schedules occurring during the course of this contract are outlined

below: Starting wages shall be effective as follows:

03/01/12

CNAs	\$ 9.74
Dietary/Housekeeping and Laundry	\$ 8.48
Cooks	\$ 9.40
Maintenance/Floor Tech	\$ 8.61

Year 1 – 1 ½% increase effective March 1, 2015; 1 ½% increase effective September 1, 2015

Year 2 – 1 ½% increase effective March 1, 2016; 1 ½% increase effective September 1, 2016

Year 3 – 1 ½% increase effective March 1, 2017; 1 ½% increase effective September 1, 2017

Year 4 – 1 ½% increase effective March 1, 2018; 1 ½% increase effective September 1, 2018

Year 5 – 1 ½% increase effective March 1, 2019; 1 ½% increase effective September 1, 2019

Employees shall receive the across-the-board wage increase or the starting wage increase, whichever is greater, but not both increases.

Ratification Bonus for all FT Employees paid upon ratification for 5-year Agreement as follows:

Employees hired 2012 or later -	\$400.00
Employees hired 2009 to 2011 -	\$500.00
Employees hired 2001-2008 -	\$700.00
Employees hired 2000 or earlier -	\$1,000.00

Ratification Bonus for all PT Employees paid upon ratification for 5-year Agreement as follows:

Employees hired 2012 or later -	\$350.00
Employees hired 2009 to 2011 -	\$400.00
Employees hired 2001-2008 -	\$600.00
Employees hired 2000 or earlier -	\$800.00

B.

1. Effective 3/01/04, any CNA or NA who works the graveyard shift will receive a one dollar (\$1.00) hourly shift differential.
2. Effective 3/01/04, any CNA or NA who works the swing shift will receive a 75 cent (.75¢) hourly shift differential.
3. All other employees covered under this Agreement who work the graveyard shift shall receive a 30 cent (.30¢) shift differential.
4. All other employees covered under this Agreement who work the swing shift shall receive a 25 cent (.25¢) shift differential.
5. Any other employees covered under this Agreement who works as a restorative aide will receive a 30 cent (.30¢) position differential.

6. The Employee may, at its discretion, pay a superior wage rate to any individual or class of employees at any time.
7. Upon successful completion of the nurse aide training class and verification of applicable certification, the CNA rate of pay will be applied.

C. The parties agree to reopen this Article if any modification is made to the State's add-on policy or if said policy, in any way, reduces funding to the Employer during the term of the Agreement. The Employer agrees that any across-the-board wage increase percentage offered to bargaining unit employees will be no less than the across-the-board wage increase percentage provided to Facility nurses.

D. No Employee shall receive a reduction in wages on account of the operation of this agreement.

ARTICLE 15 – 401(K)

Eligible employees may participate in the Employer's 401(K) plan, if available.

ARTICLE 16 – TUITION REFUND

A. The facility will provide financial assistance to regular full-time employees and regular part-time employees who successfully complete approved work-related courses of study offered by recognized and accredited educational institutions and the Union.

B. Employees must have prior approval from the administrator before enrolling in the course. Upon successful completion of an approved course, the employee will be reimbursed up to \$1,200.00 per twelve-month period for tuition.

C. Employees must present a receipt of tuition payment and a document showing completion and having attained a passing grade ("C" or better).

ARTICLE 17 - DRUG TESTING

Pursuant to the policy provided to the union on January 31, 2006, the Employer may maintain a drug testing program.

If any employee requests, the Employer agrees to make a union steward available to witness the collection process. If a union steward is not in the Facility, and if the employee requests, the Employer agrees to make a second supervisor or charge nurse available to witness the collection process.

ARTICLE 18 – GRIEVANCE PROCEDURE & ARBITRATION

A grievance is defined as a claim of a violation of this Agreement. Any grievance filed shall refer to the provision or provisions alleged to have been violated and shall include available facts pertaining to the alleged violation. To provide for the mutually satisfactory settlement of questions involving the interpretation and application of this Agreement, the procedure hereinafter set forth shall be followed:

A. All grievances must be presented within thirty (30) days after the occurrence of the event of which the grievance arose, except those involving discharge or disciplinary action which must be presented within ten (10) days. Grievances which are not presented to the Employer within the time specified, shall not be presented or considered at a later date. A grievance may be presented for settlement as outlined below and settlement may be effected at any one of the following steps:

1. Step One: the employee(s) and/or shop steward shall discuss the grievance with the employee's immediate supervisor. If discussion fails to bring about a satisfactory settlement within seventy-two (72) hours, the matter may then be referred to Step Two within forty-eight (48) hours thereafter.
2. Grievances referred to Step Two shall be presented by the employee's Union Representative (shop steward) to the administrator. The administrator shall have five (5) days in which to reply to the shop steward. If a reply fails to bring about a satisfactory settlement, the matter shall then be referred to Step Three within five (5) days thereafter.
3. Grievances referred to Step Three shall be discussed by the Employer's designated representative and the Business Representative of the Union. If not resolved satisfactorily within fourteen (14) days thereafter, the matter shall then be subject to arbitration as hereinafter provided.

B. All time limits specified in Steps One, Two, and Three above shall be exclusive of Saturday, Sunday, and holidays. Extensions of time may be mutually agreed upon.

C. No question of a change in the wage scale as fixed in this Agreement shall be the subject of arbitration during the term of this Agreement.

D. The Union shall advise the Employer in writing of the names of the shop stewards; there shall be no more than two shop stewards.

E. Investigation of grievances and interviewing of employees shall be conducted in such manner, and at such places as will not interfere with the Employer's normal operations.

F. If a written request has been made by either the Employer or the Union within fourteen

(14) days following the conclusion of Step Three above, a single arbitrator shall be selected by mutual agreement at a meeting of the Union Representative and the Employer's manager, at which time the parties shall agree, in writing, upon the question or questions to be submitted to arbitration. In the event the parties fail to agree upon an arbitrator, both parties agree that the Federal Mediation and Conciliation Service shall be called upon to provide a list of five (5) arbitrators from which the arbitrator will be selected by the parties according to the rules of said Federal Mediation and Conciliation Service.

All decisions rendered as a result of any arbitration proceedings provided for herein shall be final and binding upon both parties. Each party shall pay its own expenses in connection with said arbitration proceedings. Except that the expenses of the arbitrator shall be borne equally by the parties.

G. Abuse or Willful Neglect Procedure

The Union and the Employer agree that any charge of resident abuse or willful neglect shall be reported to the appropriate state agency or department. Any Employee accused of patient abuse or willful neglect shall be suspended without pay pending the results of an investigation as set forth below.

The Employer shall investigate each and every charge of resident abuse. At the conclusion of this investigation, if a reasonable belief of abuse or willful neglect exists, the employee will be discharged. A reasonable belief shall be based on at least one written statement from either a first-

hand, non-biased witness or from the involved and lucid resident.

If an Arbitrator determines the Employer had a reasonable belief, as described above, the discipline imposed cannot be modified.

ARTICLE 19 – NO STRIKE OR LOCKOUT

A. During the life of this Agreement or any written extension hereof, the Union, on behalf of its officers, agents and members agrees that so long as this Agreement or any written extension hereof is in effect, there shall be no strikes (economic, unfair labor practice, or otherwise), slowdowns, walkouts, sit-downs, picketing, boycotts or any activities which interfere directly or indirectly, with the operations of the Employer, including any negative publication through social media (e.g. Facebook, Twitter) regarding residents or their family members.

B. The Union, its officers, agents, representatives and members, shall not in any way, directly or indirectly, authorize, assist, encourage, participate in, sanction, ratify, condone or lend support to any strike in violation of the Article and the Union will specifically disavow any conduct proscribed in Section A of this Article by posting a notice in the Facility advising members to cease such conduct.

C. Any employee who violates this Article shall be subject to disciplinary action, including discharge.

D. Any claim or suit for damages resulting from the Union's violation of this Article shall not be subject to the arbitration provision of this Agreement.

E. If any of the acts of conduct prohibited by Section A occur during the term of this Agreement, the Employer shall not be required to discuss or negotiate, or hear, or rule on any problem or grievance relating to such acts, until such time as the prohibited acts are discontinued.

F. In addition to any other liability, remedy or right provided by applicable law or statute, should a strike in violation of the Article occur, the Union, within twenty-four (24) hours of a request by the Employer, shall do everything within its power to end or avert the strike.

G. The Employer agrees that it will not lock out employees during the term of this Agreement. Complete or partial reduction of operations for economic reasons shall not be considered a lockout.

H. The sole exception to the provisions of this Section is if either the Union or the Employer exercises their option to reopen this Agreement to negotiate wages as provided for in Section 14(C) of this Agreement. In this case, if negotiations on the wage reopener have not concluded by March 1, 2014, the Union may strike and the Employer may lockout the employees.

ARTICLE 20 – SEPARABILITY

A. 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 Federal or state 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.

B. 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.

C. If any Article of this Agreement is deemed unlawful under state law, the parties agree to immediately discuss and negotiate an appropriate resolution. The parties agree that any potential lawsuit will not be filed so that a fair resolution can be reached, during the term of the parties' negotiations.

ARTICLE 21 – JURY DUTY

A. Full-time employees under this Agreement who are selected for jury duty shall receive from the Employer the difference between the wages lost by said employee because of service on the jury and the fees paid to said employee in compensation for jury duty. Such compensation by the Employer shall not be paid in excess of forty (40) hours of jury service.

B. Full-time employees who are summoned for jury duty shall report to the Employer to begin work immediately after such duty is completed in any day, unless the employee would not be able to work more than one (1) hour for his/her Employer in that day.

C. Full-time employees must submit vouchers from the court or court officials establishing the hours of service by the juror during any day, and the amount of fees paid to the employee. The total of juror fees paid to the employee and the amount paid by the Employer shall not exceed the regular daily wage scale for the employee. No payments need to be made by the Employer if the juror's fees plus the hours worked during a day equal or exceed the employee's minimum daily wage.

ARTICLE 22 – GENERAL RULES

A. No employees shall be required to furnish any equipment to perform his or her duties unless herein provided or unless mutually agreed upon by the Employer and the Union.

B. It is agreed that the Union may establish two job stewards. The Employer agrees not to discriminate against the job stewards.

C. All Federal, State, County and City laws and rules and regulations of agencies thereof, setting a higher minimum wage scale or providing other higher conditions of employment than those set forth in this contract, shall prevail over those set forth in this contract and shall be deemed to be included herein as though specifically set forth.

D. No employee will be entitled to any meal or food item free of charge unless specified by the Employer.

E. Any employee found violating known policies or procedures which result in an injury and/or a workman's compensation claim may be grounds for disciplinary action, up to and including discharge.

F. Any employee found disclosing confidential information concerning residents or resident care may be grounds for disciplinary action, up to and including discharge.

G. Training And Mentoring Committee. Effective March 1, 2004, a "Training and Mentoring" Committee shall be established consisting of bargaining unit representatives and representatives of the Employer. The Committee shall meet quarterly to develop, implement and assess a training program which will include curriculum, methods and identified trainers in all

bargaining unit departments. The Employer may disband the Committee if Employee participation is “lacking.”

ARTICLE 23 – LENGTH OF AGREEMENT

This Agreement shall be in full force and effect from the 1st day of March 2015, to and including the 1st day of March 2020, and thereafter from year to year, unless either party gives notice in writing at least ninety (90) days prior to the expiration date or any subsequent year of its intention to cancel or modify same.

Agreement to Substitute Parties and Continue Collective Bargaining Agreement

Libby of Cascadia LLC d/b/a Libby Care Center of Cascadia ("LCC") and Service Employees International Union Local 775 ("SEIU Local 775") agree to be substituted as the contracting parties in the collective bargaining agreement that Consulate Healthcare, Inc. d/b/a Libby Care Center and UNITE HERE! Local 427 entered on April 22, 2015 (the Agreement). More specifically, LCC agrees to be substituted as the "Employer," and SEIU Local 775 agrees to be substituted as the "Union." LCC and SEIU Local 775 agree to be bound by the terms of the Agreement through its termination date as set forth in Article 23.

By signing below, the parties agree to the foregoing effective on November 20, 2018.

Libby of Cascadia LLC



By: Steve LaForte

Its: General Counsel/Director

Date: November 20, 2018

Service Employees Union Local 775



By: Summer S. Young

Its: Collective Bargaining & Employer

Date: 19 Nov 2018 Relations