

Collective Bargaining Agreement

between

SEIU 775

and

Libby of Cascadia

Effective March 1, 2020 to December 31, 2023

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PREAMBLE

The purpose of this Agreement is to achieve and maintain harmonious relations between Libby of Cascadia, LLC and the Service Employees International Union 775, to provide for equitable and peaceful adjustment of differences which may arise, and to set forth the understanding reached between the parties with respect to wages, hours of work, and conditions of employment per the Collective Bargaining Agreement. The parties to this Agreement recognize their obligation to serve the community with quality, efficient and economical resident care. Libby of Cascadia, LLC and Service Employees International Union 775 are committed to a collective bargaining relationship that, acknowledging limitations, will strive to provide a high-quality work environment and enhance an ongoing relationship of trust and respect.

ARTICLE 1: AGREEMENT AND RECOGNITION

AGREEMENT

This Agreement is between Libby of Cascadia, LLC d/b/a Libby Care Center of Cascadia (hereafter referred to as the "Employer") and SEIU 775 (hereafter referred to as the "Union").

RECOGNITION

The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all full-time and regular part-time Certified Nursing Aides, Dietary Aides, Cooks, Restorative Aides, Medication Aides II, Central Supply Clerk, Housekeeper, Laundry Aide, and Van Driver. Employees working at Libby Care Center, 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.

ARTICLE 2: MANAGEMENT RIGHTS

Except as otherwise specifically provided in this contract, the management and operation of the skilled nursing facility, the control of the premises and the direction of the work force are vested with the Employer.

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

The parties intend the following Management Rights language to satisfy all legal criteria established by the NLRB in *Graymont PA, Inc.* 364 NLRB No. 37 (June 29, 2016) in order to allow Employer to unilaterally make changes to specifically identified terms and conditions of employment. The parties agree that they discussed, to each party's satisfaction, the subjects in this Section during collective bargaining negotiations and that Union clearly and unmistakably expressly waived its right to bargain before Employer unilaterally changes the following enumerated subjects. During the term of the Agreement, except when such rights are specifically abridged or modified by this Agreement, Union hereby grants Employer the right and authority to make changes unilaterally (i.e., without giving Union notice and an opportunity to bargain concerning the planned changes) within the following subjects and/or terms and conditions of employment: The Employer shall have the right to propose to modify the terms of conditions of employment of covered workers, which are not subject of explicit terms of this Agreement or any subsequent Agreement, after notice of such change to the Union and an opportunity to bargain over proposed changes, if requested by the Union within thirty (30) days of notice of the change. The Employer agrees to notify the Union at least thirty (30) days prior to the effective date of the change.

1. To manage, direct and control its property and workforce;
2. To conduct its business and manage its business affairs;
3. To direct its employees;
4. To hire;
5. To assign work;
6. To transfer;
7. To promote;
8. To demote;
9. To layoff;
10. To recall;
11. To evaluate performance;
12. To determine qualifications;
13. To discipline;
14. To discharge;
15. To adopt and enforce reasonable rules and regulations;
16. To establish and to effectuate existing policies and procedures including but not limited to a drug/alcohol testing policy;
17. To establish and enforce dress codes;
18. To set standards of performance;
19. To determine the number of employees, the duties to be performed, and the hours and locations of work, including overtime;
20. To determine, establish, promulgate, amend and enforce personal conduct rules, safety rules and work rules;
21. To determine if and when positions will be filled;
22. To establish or abolish positions;
23. To discontinue any function;

24. To create any new service of function;
25. To discontinue or reorganize or combine any department or branch of operations;
26. To evaluate or make changes in technology and equipment. In the event employees request clarification on the application of new technology or use of new or different equipment, the Employer will meet and discuss the issues with the affected employees;
27. To establish shift lengths;
28. To either temporarily or permanently close all or any portion of its facility and/or to relocate such facility or operation;
29. To determine and schedule when overtime shall be worked;
30. To determine the number of employees required to staff the facility, including increasing or decreasing that number;
31. To determine the appropriate staffing levels required at the facility, including increasing or decreasing that number; and,
32. To determine the appropriate mix of employees, by job title, to operate the facility.

The Employer's failure to exercise any function or responsibility hereby reserved to it, or its exercising any function or right in a particular way, shall not be deemed a waiver of its responsibility to exercise such function or responsibility, nor preclude the Employer from exercising the same in some way not in conflict with this Agreement.

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

Employees shall work as directed by supervisory personnel. Under all circumstances, the Employer reserves the right to establish the number of employees and the work methods necessary to perform any activity.

The provisions of this Agreement do not prohibit the Employer from directing any person not covered by this Agreement from performing any task. The Employer, therefore, has the right to schedule its management and supervisory personnel at any time. The selection of supervisory personnel shall be the sole responsibility of the Employer and shall not be subject to the grievance and arbitration provisions of this Agreement.

None of these rights shall be exercised in an arbitrary or capricious manner. 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 3: UNION RIGHTS

SECTION 3.1: ACCESS TO PREMISES

The authorized agent of the Union shall be permitted to enter the property of the Employer to conduct legitimate Union business at times of pre-arrangement with the Facility CEO . 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, 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.

SECTION 3.2: ADVOCATES

The Union may select up to four (4) employee representatives as Advocates from among employees in the bargaining unit. The Advocate will be recognized by the Employer upon written notification by the Union. An Advocate shall be permitted time off with pay to attend a meeting with management concerning grievances or labor relations matters. Unless otherwise agreed to by the Employer's sole discretion, other Union business shall be conducted only during non-working time and shall not interfere with the work of other employees.

The Union shall be allotted up to three (3) shifts of unpaid release time annually for Advocate Training. Two weeks' notice in advance shall be provided to the Employer to ensure adequate staffing levels on the date of the training. Subject to appropriate notice and scheduling requirements, employees shall be granted unpaid time, except that an employee may choose to utilize any earned paid time off, to attend Union sponsored training in leadership, representation and dispute resolution.

An advocate may not communicate with workers, the Union, or representative of the Employer concerning Union business on working time without first obtaining the permission of his/her Administrator/CEO (Chief Executive Officer) or CNO (Chief Nursing Officer). Such permission shall not be unreasonably denied.

SECTION 3.3: UNION EXECUTIVE BOARD MEMBERS

Subject to a two (2) weeks' notice and scheduling requirements, up to one (1) employee from the bargaining unit that is serving as Union Executive Board Member shall be granted unpaid time, except that an employee may choose to utilize any earned paid time off, to attend Union Leadership Meetings, including but not limited to the Union's annual convention. The Union will provide the Employer written notice of a bargaining unit employee serving as a Union Executive Board Member.

SECTION 3.4: BULLETIN BOARD

Bulletin board space in prominent locations shall be designated for the use of the Union. Such bulletin board space shall be used for the purpose of posting Union notices and materials.

SECTION 3.5: ACCESS TO NEW BARGAINING UNIT EMPLOYEES/NEW EMPLOYEE ORIENTATION

The Employer will provide adequate notice of orientation and a list of new employees being oriented to both the Union Organizer designated for the facility and the members' Advocate(s) at each facility and the Union shall be afforded up to thirty (30) minutes with new bargaining unit employees with the intention to introduce them to this Agreement, have them sign the membership card, and to orient them to other union business or activities during their new employee orientation. If for scheduling reasons an Advocate or Union Organizer is unable to attend the new employee orientation, they will be allowed up to thirty (30) minutes to meet with each new employee during the new employees' work shift; in such instance the member Advocate and the new employee will be paid for that time.

ARTICLE 4: INITIAL EVALUATION PERIOD

All newly hired employees who are covered by this Agreement, 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. 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 the Employer, an employee's performance is marginal or unsatisfactory, the Employer may discontinue the employee's employment without the recourse to the Grievance and Arbitration Procedure prescribed in this agreement or may extend the employee's initial evaluation period for up to an additional thirty (30) days, beyond such ninety (90) day period. Upon request, a Union Representative may be present with the subject employee during any meeting(s) involving an extension of the initial evaluation period. The Employer, in its sole discretion, may waive the initial evaluation period for returning employees if absent for less than ninety (90) days.

ARTICLE 5: UNION MEMBERSHIP

SECTION 5.1: MEMBERSHIP AND DUES DEDUCTIONS

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 of this agreement and who are members of the Union, shall be required to be and to remain members of the Union in good standing. "In good standing", for the purposes of this Agreement, is defined as the tendering of periodic Union dues. 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 their first day of employment.

The Employer shall include a Union Membership Card in each employee's new hire paperwork. The card will be available for a Union Advocate or Representative, as available, to review with new employees during their orientation. After collecting said card from the new employee or Advocate, the Employer shall retain a copy for itself and send the original to the Union. This card as an authorization form will be honored in accordance with its terms.

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 Union within thirty (30) calendar days from the end of the month in which deductions are taken.

Upon issuance and transmission of the check to the Union, the Employer's responsibility shall cease with respect to such deduction. The Union and each employee authorizing the assignment of wages for the payment of the Union dues hereby undertake to indemnify and hold the Employer harmless from all claims, demands, suits, or other forms of liability that shall arise against the Employer for or on such account of any deduction made from the wages of such employee.

SECTION 5.2: FAILURE TO MEET OBLIGATIONS

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, for employees who fail to comply with the requirements in this Article, to remove such employee from the job not later than the thirtieth (30th) day following such failure and the notice of such failure to the Employer from the Union. Nothing in this Article shall render the Employer liable for payment of any dues or fees to the Union, and the Union's sole recourse for a violation of this Article by an employee is to request discharge of such employee as outlined in this Agreement.

SECTION 5.3: COPE DEDUCTIONS/POLITICAL ACCOUNTABILITY FUND

Upon receipt of signed authorization of the employee, the Employer agrees to deduct from the pay of each employee a voluntary amount designated for the Committee on Political Education (COPE) contributions. Monies so deducted shall be transmitted by a check separate from the check remitted for payment of dues, monthly. Such deduction shall remain in effect unless increased, decreased, or cancelled by written authorization from the employee; a copy of such written authorization shall be provided to the Union.

SECTION 5.4 OTHER VOLUNTARY DEDUCTIONS

Upon receipt of signed authorization of the employee, the Employer agrees to deduct from the pay of each employee a voluntary amount designated for Membership Plus

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

SECTION 5.5 BARGAINING UNIT INFORMATION AND ROSTER

By the twentieth (20th) of each month, the Employer shall provide the Union with a list of all employees covered by this Agreement. The list shall include first name, last name, home address, telephone number(s) (home and mobile, if applicable), email address (if available), Social Security number, date of birth, gender, employee number (if applicable), work location, date of hire, rate(s) of pay, job classification, FTE status, dollars paid per shift code, and any other differentials which may apply, hours worked per pay period, gross earnings per pay period and the amount of dues, COPE contributions and (if applicable) Voluntary deductions deducted from each employee's pay. The Employer shall provide this list securely in a common electronic format agreed upon by the Employer and the Union. The Employer shall also denote, on the list, those persons covered by this Agreement who were hired during the prior pay period or terminated since the last roster report.

ARTICLE 6: DISCIPLINE AND DISCHARGE

The Employer shall have the right to maintain discipline and efficiency of its operations, including the right to discharge, suspend or discipline a worker for just cause. All discipline of non-introductory employees may be appealed under the Grievance Procedure in Article 19. It is not possible to list all the forms of behavior that are considered unacceptable in the workplace. The following list of rules are examples of conduct that may result in disciplinary action for just cause, up to and including termination of employment:

- Unsatisfactory performance or inability to perform job requirements
- Excessive absenteeism or lateness
- First occurrence of failure to call or show up for a scheduled shift
- Disruptive activity in the workplace
- Smoking in prohibited areas
- Sexual or other unlawful or unwelcomed harassment
- Departure from the facility during the work shift without Supervisory approval
- Unauthorized use of telephones, cell phones, computers, internet, email system or other employer owned equipment
- Engaging in slanderous or abusive language
- Abuse of breaks or meal periods
- Failure to address in a timely manner to a resident's family concern
- Engaging in or failure to report abuse
- Theft or inappropriate removal or possession of property
- Falsification or alteration of a medical, time-keeping or any other record
- Working under the influence of alcohol or drugs
- Possession, distribution, sale, transfer, or use of alcohol or drugs while on duty, or while

- operating employer-owned vehicles or equipment
- Fighting or threatening violence in the workplace
- Insubordination, refusing a job assignment or other disrespectful conduct
- Sleeping on duty
- Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace
- Unauthorized disclosure of confidential information
- Violation of any company policies, as known to the employees or contained in the Employer's Handbook

The Employer endorses a policy of progressive discipline for just cause. The purpose of progressive discipline is to correct an employee's behavior and not for it to be intended punitive in nature. Prior to issuing a disciplinary reprimand, the employer shall attempt to meet with the employee to gather facts surrounding the incident; and shall conduct a proper investigation prior to issuing a disciplinary reprimand.

Employees should be given a written progressive disciplinary action on a performance improvement notice form. However, the company retains the right to bypass progressive discipline steps based on responsibility at the time, scope and severity of the issue. Offenses warranting immediate terminations shall include but not be limited to repeated action or inaction that is abuse or neglect.

A government finding of abuse or neglect is not required for a conclusion that the Bargaining Unit Employee's action or inaction is defined as such. Information requested by the Union on behalf of an Employee grievance which involves direct patient information cannot be released without the express approval by the resident. Any Initial Evaluation Period employee may be discharged or disciplined by the Employer in its sole discretion. No question concerning the disciplining or discharge of probationary employees shall be the subject of the grievance or arbitration procedure.

Employees shall be notified of their right to request union representation at the beginning of any disciplinary meeting or disciplinary investigation. Employees will be provided with a copy of any written notice of disciplinary action within four business days from the date of the discipline.

A record of disciplinary action shall be removed from an employee's personnel file twenty-four (24) months after it was issued, except that if a Bargaining Unit Employee receives a related discipline. The original discipline and the related disciplinary action(s) will remain in the employee's file until twenty-four (24) months have lapsed since the related, most recent disciplinary action(s) was issued. This provision shall not apply to disciplines issued for resident abuse, resident neglect, sexual or racial harassment as these disciplinary action(s) will remain in the employee's personnel file indefinitely.

The Steward and/or a union representative may meet and discuss any disciplinary action of a Union member with Employer.

The Union, acting on behalf of any employees whom the Union believes to have been disciplined or discharged without just cause, shall have the right to appeal such discipline or discharge in accordance with the provisions of the grievance procedure set forth herein.

ARTICLE 7: SENIORITY

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

Seniority will strictly determine the order of layoffs and promotions, with all other factors being equal.

An updated bargaining unit seniority list will be posted by the Employer at three (3) month intervals.

New job openings for job classifications covered by the Agreement will be posted in-house for a minimum of seven (7) days prior to soliciting outside applicants.

Seniority shall be broken when the following has taken place:

1. The employee has resigned
2. The employee has been discharged for just cause
3. The employee has been laid off for more than six (6) months
4. The employee has failed to return from a layoff or recall within seven (7) days after being notified, or
5. Has been off the job through illness and/or injury for more than one year
6. Unapproved failure to report to work at the expiration of a leave of absence pursuant to this Agreement.

ARTICLE 8: LAYOFFS AND REDUCTION IN FORCE

In the event the Employer finds it necessary to reduce its staff by laying off workers, it shall notify the Union as expeditiously as possible of its intention, and shall inform the Union of the names of the workers who are to be laid off, as well as the effective date of the layoff. In cases of layoff, probationary employees shall be laid off first without regard to their individual periods of employment. If layoffs remain necessary among the

remaining workers, the worker with the least seniority shall be laid off first in the affected classification(s).

The Employer agrees to provide two (2) weeks' notice of layoff to the affected employees when possible and shall endeavor to provide as much notice if possible.

SECTION 8.1 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 first based on volunteer basis. If there are no volunteers, and the Employer is going to cancel a full shift or reduce hours, it will then cancel the shift or reduce the hours of employees in order of least seniority in the affected classification(s). If there is still a need to reduce hours on the following shifts or days, it will cancel shifts or reduce hours in rotating seniority order, starting with the least senior employee working the shift in the affected classification(s) and progressing to the most senior employee on that shift.

Employees may use any available PTO for low census, cancellations, or reductions.

If an employee has already arrived to work and is asked to go home based on the criteria above and due to lack of work, he or she will receive four (4) hours at their regular base rate of pay, and may use available PTO in order to be paid for the remainder of the originally scheduled shift.

SECTION 8.2 RECALL

Recalls from layoff and reduction in force shall be strictly based in reverse order of seniority per classification given the laid off employee agrees to return on the date the Employer determines to return.

Employees on the reinstatement roster must keep the Employer notified of a current mailing address and telephone number in writing. Upon request, employees may be asked to confirm their interest in remaining on the reinstatement roster. If the employee has not confirmed interest within seven (7) days of the request, he/she will be removed from the reinstatement roster.

ARTICLE 9: CATEGORIES OF EMPLOYEES

- 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.
- 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.

All regular full-time and part-time employees are eligible for benefits as specified in this agreement or otherwise described in the Employer's Handbook or Employer's Benefits Guide.

A per diem employee is one with no regular schedule, but who works intermittently, depending on the availability of work, at minimum one (1) shift per three (3) months if called by Employer.

ARTICLE 10: HOURS OF WORK

SECTION 10.0 NORMAL WORK WEEK

The work week shall be Sunday at 12 AM through Saturday at 11:59 PM. The normal workweek shall be no more than forty (40) hours per week.

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

SECTION 10.1 NORMAL WORK HOURS

A regular day's work shall consist of eight (8) hours, excluding meal period. Overtime shall be paid for all actual hours worked in excess of forty (40) in one week in accordance with Federal Fair Labor Standards Act (FLSA) and state law. 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). Overtime work shall be offered on a seniority basis for open posted shifts. An employee may decline to respond to a call in on day off without penalty.

Overtime must be requested and authorized by the employee's supervisor or facility CEO.

Employees are expected to work any overtime as requested to meet the needs of the business, unless an employee cannot work overtime due to reasonable extenuating circumstances, e.g. 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. No overtime shall be worked unless approved in advance.

If an employee is asked to work on their scheduled day off, or on hours not regularly scheduled, he or she may be assigned to work their regularly scheduled work area when practical, upon Supervisory approval.

SECTION 10.2 GENERAL SCHEDULING

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.

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 request it, a minimum of (1) weekend off every six (6) weeks as long as this scheduling practice meets the operational needs of the facility and the employee wants to be provided with a weekend off. Extra weekends scheduled off shall be based on seniority. This does not preclude an employee from choosing to work more weekends.

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 no less than one (1) hour at his or her regular rate of pay, this may include shift or position differentials.

The scheduling of all working hours, including overtime, meal and rest breaks, 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 Employee work schedules, inclusive of training schedules (excluding pandemic circumstances or State and Federal requirements), shall be posted as early as possible but no later than fourteen (14) days prior to the first workday on the monthly schedule.

Once schedules are posted, the Employer must give Bargaining Unit Employees fourteen (14) days' notice if changes are to be made to the schedule, unless the affected Bargaining Unit Employees have no conflict in the schedule change. This section does not apply where: additions to hours are necessary pursuant to Section 10.1 of this Article or reductions in hours are necessary pursuant to Article 8, Section 1 Low Census Days.

Employees must give at least a four (4) hour notice before the start time of their shift if calling out due to illness.

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.

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.

Temporary assignment or temporary acceptance of work in a lower paying classification shall not result in a reduction of pay.

SECTION 10.3 ADDITIONAL HOURS

The Employer shall fill additional hours and/or extra shifts as follows:

1. Those bargaining unit employees with actual hours worked under 32 hours, before working the additional hours and/or extra shift(s), for that week will be given first consideration. This shall be done on a rotating seniority order.
2. If the above does not apply, additional hours shall be assigned to Per Diem or qualified non-bargaining unit employees.
3. If none of the above applies, the Employer shall post a list for all bargaining unit employees to sign up to work these extra hours and shifts on a volunteer basis, if time in advance allows. This shall also be done on a rotating seniority order.

SECTION 10.4 MEAL AND REST PERIODS

The Employer will provide workers who work a full shift with a half-hour unpaid meal period. The Employer will provide a fifteen (15) minute paid rest period during each four (4) hour shift.

During meal or rest periods, employees are to be relieved from all duties. If an employee works through all or part of his or her meal break, he or she will be paid for that time. A bargaining unit employee must be pre-authorized, by their shift supervisor, before working the meal break and is required to note the work on the appropriate Employer documentation.

ARTICLE 11: PAID TIME-OFF (PTO) POLICY

SECTION 11 .1 OVERVIEW

This program offers time for employees to use toward their vacation, holidays, sick time, transfer to a Extended Illness Bank, PTO Donation, appointments, personal time, family time, or for any other reasons that require time off from work. 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 ("Back Load"). 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 law.

SECTION 11.2 ELIGIBLE EMPLOYEES

All Full-time (FT) designated employees who are regularly scheduled to work thirty (30) hours or more per week are eligible for this benefit.

SECTION 11.3 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* 11.7 of this policy. PTO is an accrual-based policy and will only be awarded to employees who are employed at the time the award is issued. Employees under the probation period will be awarded their accrued PTO on their 91st day of employment.

- A.** 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.
- B.** 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.
- C.** 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%

SECTION 11.4 USING AND REQUESTING PTO

- (a) Requests for PTO submitted at least twenty-one (21) days before the posting of the schedule shall be approved or denied in writing within fourteen (14) days prior to the posted schedule unless the reason for the request is due to an emergency, unexpected illness, or injury, in which the employee will give no less than a four-hour notice before the shift starts. PTO is subject to supervisory approval, department staffing needs and established departmental procedures. 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.

- (b) 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 twenty-one (21) calendar days in advance of the schedule posting.
- (c) 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 if the employee has requested to use PTO for illness or injury for more than three (3) consecutive scheduled days. Employees may elect to use available Extended Illness Bank hours beginning on the 4th consecutive day of an absence due to the same illness/injury.
- (d) Employees who are absent from the facility for an excused absence and have PTO time available, may choose to use this available PTO for payment and approve so in writing.
- (e) PTO will be approved on a first come basis. When all factors are equal, seniority will be used in determining approval for PTO.
- (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.

SECTION 11.5 HOLIDAYS:

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.

Holidays will be approved on a rotating basis to ensure fair distribution of time off on holidays.

SECTION 11.6 TRANSFER TO EXTENDED ILLNESS BANK (EIB):

During the first payroll in November, eligible FT employees will be allowed to transfer up to 55 hours of PTO into their Extended Illness Bank. If the employee has a full/maximized EIB account with 400 hours, then no transfer of additional hours may occur. Employees may also elect to CASH OUT up to 20 hours at a hundred -percent (100%) value of PTO at this time as well. New hire employees, within their first year of employment, may transfer their earned PTO hours of their first PTO award into the Extended Illness Bank but may not cash out any portion of the first PTO award.

LAYOFF/REDUCTION IN FORCE

Employees who are terminated due to a reduction in force are eligible to receive payment for all the hours remaining in their PTO bank at 100% of their regular hourly rate.

SECTION 11.7 PTO AWARDS:

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

Years of Service 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 2,080 hours</u>
91 days to 364 days	.0289	7.5 days (pro-rated based upon hire date)
1 – 3 years	.0923	24 days per year
4 – 6 years	.1039	27 days per year
7 – 9 years	.1154	30 days per year
10 – 14 years	.1269	33 days per year
15 or more years of service	.1346	35 days per year

**Employees who have a 3, 6, and 9-year anniversary during the year 2020, will be considered part of the next tier in the chart above for the purpose of their PTO award starting January 1, 2021. See Appendix A for an example.

SECTION 11.8 CHANGE OF STATUS AND PTO:

Employees who change from part-time to full-time status during the year will have their PTO calculated based on a pro-rata basis 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.

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 11.3 C).

(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 hour worked and PTO time taken of 1,560 hours or more.

SECTION 11.10 PTO DONATION:

The facility recognizes that employees may have a family emergency or a personal crisis that causes a severe impact to them resulting in a need for additional time off in excess of their available PTO. To address this need, all eligible employees will be allowed to donate PTO from their unused balance to their co-workers in need in accordance with the guidelines outlined below.

- A. Employees who donate PTO must be employed with the company for more than one (1) year.
- B. Employees who would like to make a request to receive donated PTO from their co-workers must have a situation that meets the following criteria:
 - 1. Family Health Related Emergency – Critical or catastrophic illness or injury of the employee or an immediate family member that poses a threat to life and/or requires inpatient or hospice health care. Immediate family member is defined as spouse, child, parent, or other relationship in which the employee is the legal guardian or sole caretaker.
 - 2. Other Personal Crisis – A personal crisis of a severe nature that directly impacts the employee. This may include a natural disaster impacting the employee’s primary residence such as fire or severe storm.
- C. Employees who donate PTO from their unused balance must adhere to the following requirements:
 - 1. Donation minimum – 4 hours
 - 2. Donation maximum – lesser of 40 hours or 50% of their current balance
- D. Employees who donate PTO must have sufficient PTO in their balance and will not be permitted to exhaust their balances due to the fact that they may experience their own personal need for time off. Employees cannot borrow against future PTO.
- E. Employees who receive donated PTO may receive no more than 480 hours within a rolling 12 month period.
- F. Employees who are currently on an approved leave cannot donate PTO.
- G. Employees who would like to make a request to receive donated PTO are required

to complete a written request addressed to the facility CEO.

- H. Employees who wish to donate PTO to a co-worker in need must complete a PTO Request Form clearly indicating “donation of hours.” Any employee who has given notice of resignation and/or employment is terminated, cannot donate any PTO to a co-worker.
- I. All forms are to be returned to the facility CEO. All requests for PTO donations must be approved in writing by the facility CEO.
- J. If the recipient employee has available PTO in the balance, this time will be used prior to any donated PTO. Donated PTO may only be used for time off related to the approved request. Donated PTO that is in excess of the time off needed, will be forfeited. There is no cash out of donated PTO.

SECTION 11.11 UNAUTHORIZED USE OF PTO:

The use of PTO to receive pay for unscheduled absences from work for illness or injury will not be approved for:

- (a) For absences the day before or after a company recognized holiday,
- (b) When a request for time off has been denied,
- (c) When calling out with less than four hours-notice before the start time of a shift,
- (d) For an absence on a holiday for which the employee is scheduled to work.

ARTICLE 12: EXTENDED ILLNESS BANK

SECTION 12.1 OVERVIEW

Extended Illness Bank (EIB) is a program whereby full-time employees may elect to transfer PTO hours to an Extended Illness bank in accordance with the PTO policy and procedure. In accordance with certain PTO policies and procedures, (EIB) hours may be used to receive pay for absences from work due to illness or injury.

SECTION 12.2 ELIGIBLE EMPLOYEES

This policy/benefit applies to all full-time regularly scheduled employees.

SECTION 12.3 PROCEDURE

- a) EIB is available for use only if an employee has made a contribution to the

Extended Illness bank and has an available balance.

- b) 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 EIB beginning the fourth (4th) consecutive day of such absence.
- c) Prior to approving pay from EIB, the supervisor may require evidence of illness or injury.
- d) Employees must make a written request to be paid EIB hours. Such request must be submitted to the employee's supervisor at least 5 business days prior to the start date of the leave if foreseeable.
- e) EIB 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.
- f) Employees may have up to, but not more than, four hundred (400) hours in their Extended Illness bank.
- g) Once a maximum of 400 hours has been contributed to the Extended Illness bank, the employee will not be able to contribute further until a portion of that balance has been used.
- h) EIB balances may be carried over from year to year.

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

ARTICLE 13 – LEAVES OF ABSENCE

SECTION 13.1 PERSONAL LEAVE

Non-Probationary employees may request, and the Employer may, at its discretion, grant a Personal Leave of Absence. 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 PTO hours, if PTO is available and its use is required prior to the use of unpaid personal leave, it will be counted as the use of PTO and not as the use of unpaid Personal Leave described herein. Requests for personal leave will be evaluated by the Employer based on a number of factors, including leave request duration, 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 but will not lose seniority.

SECTION 13.2 FAMILY MEDICAL LEAVE

The facility will grant an unpaid leave of absence for a period of up to 12 weeks in a 12-month period, continuously or intermittently, (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, the employee 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.

Depending on the circumstances, the employee may be required to provide certification from a health care provider, and to give, if possible, at least 30 days' notice prior to the first day of the leave. The employee must provide at least two days' notice to his or her supervisor of the date of return to work as well as a medical approval to return to work without restrictions. An employee granted a Family Medical Leave will not lose his or her previously held position, shift, seniority, or benefits upon reinstatement. Failure to meet these requirements may result in the loss of being placed in the same shift.

While on a Family Medical Leave, employees will continue to be eligible for Company employee benefits, including group medical insurance, for up to 12 weeks, provided that the employee continues to pay their portion of the premiums. Employees on Family Medical Leave will not accrue additional PTO time while on an unpaid leave and will not be eligible for holiday pay.

The following circumstances may be eligible for Family Medical Leave:

For the birth of a child, or the placement of a child under the age of 18 for adoption or foster care;

To care for a family member with a serious health condition;

To recover from or seek treatment for their own serious health condition;

When a family member is called to active duty in the National Guard or Reserves;

To care for a member of the armed forces who is recovering from service related injuries (26 weeks);

Other reasons which may be identified by Federal or State Governments.

SECTION 13.3 MILITARY LEAVE

An employee required attending military reserve or guarding training or who is called to active duty shall be granted a leave of absence with no loss of seniority or benefits. Such Military Leave shall be unpaid, except that the employee may elect to use any earned paid

leave available. Reinstatement to work shall be in compliance with the federal USERRA and State and local laws.

SECTION 13.4 MILITARY CAREGIVER LEAVE

The Employer will grant an eligible employee who is a spouse, son, daughter, parent or next of kin of a covered service member with serious injury or illness up to a total of twenty--six (26) work weeks of unpaid leave during a single twelve (12) month period to care for a service member. A “covered service member” is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status or is otherwise on temporarily disability retired list for a serious injury or illness. A serious injury or illness is that which was incurred by the service member in the line of duty that may render the service member unfit to perform the duties of his or her office, grade, rank or rating. The “single twelve (12) month period for leave to care for a covered service member with a serious injury or illness begins on the first day the employee takes leave for this reason and ends twelve (12) months later, regardless of the twelve (12) month period established by the employer for other types of FMLA Leave. An eligible employee is limited to a combined total of twenty-six (26) work weeks of leave for any FMLA-qualifying reason during a single twelve (12) month period. Only twelve (12) of the twenty-six (26) weeks total may be used for the FMLA qualifying reason other than to care for a covered service member. This provision shall be administered in accordance with the U.S. Department of Labor Relations.

SECTION 13.5 MILITARY SPOUSE LEAVE

Up to fifteen (15) days of unpaid leave will be granted to an eligible employee who averages twenty (20) or more hours of work per week, whose spouse is on leave from deployment or before and up to deployment during a period of military conflict. An employee who takes leave under this provision may elect to substitute any of the accrued paid leave to which the employee is entitled for any part of the leave provided under this provision. The employee must provide his or her supervisor with notice of the employee’s intention to take leave within five (5) business days of receiving official notice that the employee’s spouse will be on leave or of an impending call to active duty. This provision shall be administered in accordance with Montana State law provisions.

SECTION 13.6 DOMESTIC VIOLENCE/SEXUAL ABUSE/STALKING LEAVE

Eligible employees shall be entitled to take unpaid leave for domestic violence, sexual assault or stalking that the employee has experienced, or for the use to care for and /or assist a family member who has experienced domestic violence, sexual assault or stalking.

SECTION 13.7 MATERNITY/PATERNITY LEAVE

If not eligible for Family Medical Leave or if that leave has been exhausted, an employee may request an unpaid maternity/paternity leave of up to three (3) months before or after the birth of a child with certification of a healthcare provider if needed. The employee

must provide at least two weeks' notice to his or her supervisor of the date of return to work as well as a medical approval to return to work without restrictions. Unless otherwise specified in writing, at the time of the Bargaining Unit Employee's maternity/paternity leave is granted, the company has no obligation to hold the Bargaining Unit Employee's position open during their leave. The Bargaining Unit Employee will be reinstated with no loss of seniority to his or her previously held position provided the required medical approval to work with no restrictions has been met at least two weeks prior to the return date. No wages or benefits will accrue during this leave unless specifically provided for by law. Medical insurance benefits may be continued at the Bargaining Unit Employee's own expense. COBRA benefit continuation may also apply if available at the time the leave begins and/or is being taken.

SECTION 13.8 SHORT UNION LEAVE (PAID)

The Employer shall grant up to a total of four (4) paid shifts per contract year for employees to engage in public advocacy for quality long-term care, as agreed between the Employer and the Union. The Employer shall make a good faith effort to maximize the number of employees released on unpaid leave to attend one of the main days designated as public advocacy days by the Union. At least 14 calendar days' notice must be provided to the CEO of the intended leave to arrange appropriate scheduling.

ARTICLE 14: BEREAVEMENT LEAVE

- A. After ninety (90) days of continuous employment, regular full-time and part-time employees who experience death in their immediate family, which shall be defined to include: father, step father, mother, step mother, brother, step brother, sister, step sister, spouse, domestic partner as defined under Montana law, child(ren), step children, grandchildren, parents-in-law, 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 and all three days must be taken within two weeks from the date of the death. Upon special circumstance, the two-week time period may be extended upon facility CEO approval. If additional time off is requested for grieving, with available PTO or without payment, it shall not be unreasonably denied.
- B. The facility CEO has the right to request proof of death or a copy of a death certificate.

ARTICLE 15: BENEFITS AND INSURANCE

SECTION 15.1 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 15.2 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 15.3 UNEMPLOYMENT INSURANCE

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

SECTION 15.4 HEALTHCARE BENEFITS

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.

The Employer will advise the Union if it is planning to make any changes to the healthcare benefits prior to doing so, and, upon request from the Union the parties shall meet to discuss the changes within 30 (thirty) days from the date of the notification of changes.

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.

SECTION 15.5: 401(K)

Eligible employees may participate in the Employer's 401(K) plan, if available. Employees will have the ability to opt in or out of participation of this plan at the time of hire.

ARTICLE 16: WAGES

Wage schedules occurring during the course of this contract are outlined below:

SECTION 16.1: STARTING WAGES

Starting wages shall be effective the day of the ratification of this agreement, as follows:

Certified Nursing Aide (CNA)	\$11.25
Dietary Aide	\$10.00
Cook	\$10.75
Restorative Aide	\$11.25
Medical Aide II	\$12.25
Central Supply Clerk	\$11.25
Housekeeper	\$10.00
Laundry Aide	\$10.00
Van Driver	\$11.25

Per section 16.3 in this article, Restorative Aides receive a \$0.50 per hour differential in addition to their starting wage.

SECTION 16.2 WAGE INCREASES:

Upon the first full pay period after the ratification date of this Agreement, retroactively to March 1, 2020, current employees will receive either the starting wage rate increase or a one-point five percent (1.5%) wage rate increase, whichever is greater, but not both increases.

Effective October 1, 2020 current employees will receive a one-point five percent (1.5%) increase per hour.

Effective March 1, 2021 all employees covered under this Agreement shall have their wage increased three percent (3%) per hour.

Effective March 1, 2022 all employees covered under this Agreement shall have their wage increased three percent (3%) per hour.

Effective March 1, 2023, all employees covered under this Agreement shall have their wage increased three percent (3%) per hour.

SECTION 16.3: SHIFT DIFFERENTIALS:

Graveyard Shift: Effective on the date of the ratification of this agreement any employee who works the full or partial graveyard shift will receive a one dollar and twenty-five cents (\$1.25) hourly shift differential.

Graveyard (3rd) shift hours are defined as 10:00pm to 6:00am.

Swing Shift: Effective on the date of the ratification of this agreement any employee who works the full or partial swing shift will receive a one dollar (\$1.00) hourly shift differential.

Swing (2nd) shift hours are defined as 2:00pm to 10:00pm.

Restorative Aides: Any employees covered under this Agreement who work regularly or temporarily as a Restorative Aide will receive a fifty cents (\$0.50) hourly shift differential.

Training and Mentoring: Any employees taking on the role of training and mentoring new employees will receive a fifty cents (\$0.50) per hour differential for every hour training or mentoring new employees, as directed and approved by their supervisor.

CNA Certification: Upon successful completion of the nurse aide training class and verification of applicable certification, the CNA rate of pay will be applied to any person covered under this agreement working under the capacity of a CNA.

SECTION 16.4 DUTY TO BARGAIN

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.

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

Any such new hire pay and adjustments may be made only after consultation with the Union.

The employer may, without acting in a manner resulting in individual favoritism within a job class, implement, modify or eliminate incentives to hire new employees, retain current employees, motivate employees to work as needed, encourage safe working practices, or for any other business reason, as long as the incentive program(s) was not specifically bargained for in this Agreement.

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.

When an employee accepts a job in a lower classification, such employee shall receive the pay of the lower classification.

Temporary assignment or temporary acceptance of work in a lower paying classification shall not result in a reduction of pay.

ARTICLE 17 – TUITION REIMBURSEMENT

SECTION 17.1: WORK RELATED COURSES

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.

To apply for tuition reimbursement, Employees must submit a written proposal, to include class sought, requirements to be completed, time frame, estimated costs, and the Employee's goals once the education requirement is completed. The facility CEO must sign off and approve 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.

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

Employees will be required to sign an agreement that states the costs of the education will be repaid to the Employer from the employee's paycheck if the employee resigns or is terminated within one (1) year of the date of completion of the course.

CERTIFICATION AND RENEWAL FEES

The Employer shall reimburse for the following: MA II certification. The Employer shall also reimburse employees for CPR classes if they are required for work and if not available at the facility or if employees are unable to attend the CPR classes offered by the Employer. The Employer shall reimburse employees within 30 days of receipt for fees paid to maintain certification required as a condition of employment in their job classification.

ARTICLE 18 - ALCOHOL AND DRUG ABUSE AND DEPENDANCY

The Facility strives to provide a safe environment for its employees and residents. This includes a safe workplace free of the problems associated with use and abuse of illegal drugs and unauthorized use of alcohol. Substance abuse subjects the Facility to unacceptable risks of workplace accidents, errors and other problems. To maintain a drug-free workplace, the presence or use of illegal drugs or unauthorized alcohol on facility premises is not tolerated.

The use or possession (including, for the purposes of this policy, the sale, purchase, transfer, transport, manufacture, distribution or dispensation) of illegal drugs by anyone

on work time, on facility premises, at work sites or in a facility vehicle is strictly prohibited. Generally, an illegal drug includes any substance that is not legally obtainable, that may be legally obtainable but has not been legally obtained or that is being used in a manner or for a purpose other than as prescribed.

In accordance with federal guidelines, the Facility does not allow employees' use of medical marijuana. The use or possession of illegal drugs on nonworking time is prohibited if the use or possession could lead to the following:

- Affect an employee's safety on the job or ability to perform his or her job
- Interfere with job performance or safety of others
- Affect the reputation of the Company with the general public or threaten its integrity

Employees who engage in any prohibited conduct or otherwise violate this policy (or are reasonably suspected of engaging or violating) are subject to disciplinary action, up to and including termination, in accordance with applicable law.

The Company also does not allow unauthorized use of alcoholic beverages on facility premises, work sites or in facility vehicles. Use of alcoholic beverages on facility premises may be approved by the management only for company parties or special business-related events.

The Facility may take disciplinary action, up to and including termination, in accordance with applicable law in any of the following situations:

- If the use of any substance, including alcohol, affects or could affect job performance or safety, or is reasonably suspected of doing so, including while driving a facility vehicle or while driving on company business
- If the use of any substance, including alcohol, interferes or could interfere with the job performance or safety of others, or is reasonably suspected of doing so.

The Facility, for reasonable cause, reserves the right to inspect employees, as well as any articles and property in their possession or on company property while on duty, to detect alcohol or illegal drugs.

SECTION 18.1 TESTING

As part of the Facility's commitment to provide a drug-free workplace, job applicants and all employees are subject to screening, testing, inspections, searches or other necessary actions for the presence of drugs and/or unauthorized alcohol, in accordance with applicable law. Failure to submit to a drug test is grounds for disciplinary action, up to and including immediate termination of employment.

At the discretion of the Chief Executive Officer, pre-employment testing will be required for all applicants seeking driving positions or who will be driving on behalf of Cascadia. Failure to cooperate or a positive test result will make the applicant ineligible for hire for 12 months from the date of the missed or failed test.

In cases where an employee's supervisor or other facility superior has reasonable suspicion to believe that the employee possesses or is under the influence of drugs and/or alcohol, alcohol and/or drug screening may be ordered to ensure fitness for duty. This suspicion may be based on objective symptoms, such as factors related to the employee's appearance, behavior, speech and/or other facts.

If an employee is on a medically prescribed medication which could affect their ability to safely and/or properly perform job responsibilities, it is their responsibility to advise their supervisor of the fact before they report to work. In some circumstances, an employee may be required to provide written medical authorization from a physician to work while using medication or other substances that may impair job performance and safety.

Testing may also be required after accidents in the Facility or during work time. In addition, testing may also be required in the case of missing narcotics at the Facility.

Testing may also be required if an employee is found to be in possession of physical evidence of drug or alcohol use including, but not limited to, drugs, alcohol or paraphernalia, possibly connected with the use of an illicit drug. Testing may also be required if illicit drugs and/or alcohol are found in the employee's immediate work area.

An employee who tests positive for alcohol or prohibited drugs or substances will be deemed under the influence for purposes of this policy.

NEGATIVE TEST RESULTS

If a chemical analysis of an employee's blood and/or urine establishes that the employee was not under the influence, the employee will be compensated for all lost time from work directly attributable to the order to take the test. This will include pay for time spent beyond the scheduled workday directly attributable to the order to take the test.

Any time the employee has been suspected of being under the influence and received a "negative" test, the supervisor will talk to the individual and find the cause of the observed behavior that led to the suspicion. The employee will be advised of their right to Union representation prior to any such conversation.

If the employee does not know why he or she appears to be impaired, the employer reserves the right to request that the employee seek medical attention from a physician to determine the cause. If the employee goes to a physician, the employer will pay for any part of the exam that is not already covered by the employee's health plan.

ARTICLE 19: 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. 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 Facility CEO. 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. 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. C. 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.

MEDIATION (Optional): Mediation may be mutually agreed upon by the Union and the Employer to resolve grievances following Step Three. A mediator shall be selected by mutual agreement of the Employer and the Union within ten (10) calendar days of the employer's response to Step III, from a list of trained mediators provided by the Federal

Mediation and Conciliation Service. The mediator shall hear the presentation of the grievance within ten (10) calendar days or as soon as all parties are reasonably able to do so and shall issue a recommendation that day or on a timely date mutually agreed to by both parties. Should the mediation resolution be unacceptable to the Union, the Union shall reserve the right to proceed to arbitration.

- D. D. Arbitration: If a written request has been made by either the Employer or the Union within fourteen (14) days following the conclusion of Step Three or Mediation above, a single arbitrator shall be selected by mutual agreement at a meeting of the Union Representative and the Employer's manager. 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.

E. 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.

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

ARTICLE 20: 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, 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 prescribed 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 16.4 of this Agreement.

ARTICLE 21: 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 22: JURY DUTY

- A. All 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. All employees under this agreement 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. All employees under this agreement 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 23: GENERAL RULES

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.

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, and, per Article 21 (Separability) of this agreement, must be discussed with the Union prior to its implementation.

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

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

ARTICLE 24: DIGNITY, RESPECT, AND SAFETY

SECTION 24.1: HARASSMENT

The Employer and employees shall treat each other and residents with dignity, respect, and fairness. No employees shall suffer from any type of harassment, sexual or otherwise, and must report to an Employer's Human Resources Representative or Facility CEO of any incidents of harassment as soon as possible.

Harassment is conduct relating to an individual's race, color, religion, sex (including pregnancy or pregnancy related conditions), national origin, citizenship, age, protected disability, veteran status, or any other protected status in accordance with applicable federal, state or local laws which has the purpose or effect of:

- Creating an intimidating, hostile, or offensive work environment.
- Unreasonably interfering with an individual's work performance; or
- Adversely affecting an individual's employment opportunities.

By way of illustration only, such prohibited harassment includes:

- Verbal conduct: degrading jokes, comments or innuendos relating to a person's identity, slurs, sexual innuendos, suggestive comments, sexually graphic comments, unwanted sexual propositions, threats, intimidation, or other menacing behavior.
- Non-verbal conduct: degrading, demeaning or sexually suggestive objects, pictures, cartoons, drawing, graffiti, cards, posters, text messages, videos, or social media posts; suggestive sounds or obscene gestures.
- Physical conduct: unnecessary and unwanted touching, impeding or blocking movements, physical interference with normal work or movement, or assault.

This prohibits employees, managers, supervisors, residents, vendors, suppliers, independent contractors, and others doing business with the Employer from harassing employees.

SECTION 24.2: SEXUAL HARASSMENT

Sexual harassment is a form of prohibited harassment that occurs when the types of verbal and physical conduct described above are sexual in nature or directed at a person because of gender when a) submission to or rejection of such advances, requests, or conduct is made either explicitly or implicitly a term or condition of employment or as a basis for employment decisions; or b) such advances, requests, or conduct have the

purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating, or sexually offensive work environment.

Examples of prohibited sexual harassment include, but are not limited to:

- Unwanted sexual advances, flirtations, or repeated requests for dates;
- Verbal sexual advances, propositions, requests, or comments;
- Verbal abuse of a sexual nature, graphic verbal comments about an individual's body, sexually degrading words used to describe an individual, and suggestive or obscene letters, notes, invitations, or sexually-oriented kidding or teasing;
- Visual conduct, such as leering, making sexual gestures, and displaying or posting sexually suggestive objects or pictures, cartoons, or posters;
- Sending or posting sexually-related messages, videos or messages via text, instant messaging, or social media;
- Offering an employment benefit (such as a raise, promotion or career advancement) conditioned on an employee granting sexual favors to, or having a romantic relationship with, a supervisor or coworker, or threatening an employment detriment (such as termination or demotion) for an employee's failure to engage in sexual activity; or
- Physical conduct, such as touching, groping, assault, or blocking movement.

SECTION 24.3: VIOLENCE IN THE WORKPLACE

The facility is firmly committed to providing a workplace that is free from acts of violence or threats of violence. The facility strictly prohibits any act of violence. Violent actions include but are not limited to: verbal, sexual, or physical harassment or abuse, attempts at intimidation, sabotage, destruction of property, menacing gestures, possession of weapons, stalking, coercion, pushing or shoving, horseplay, or other hostile, aggressive, harmful and destructive actions. This policy applies to all employees. Compliance with this policy and the facility's commitment to a "zero tolerance" policy with respect to workplace violence is every employee's responsibility.

Pursuant to this policy, all employees have a "duty to warn" supervisors, facility management, or human resources of any suspicious workplace activities, situations, or incidents that are observed or be aware of involving other employees, residents, or visitors that appear problematic.

The Employer shall work with employees that report and are affected by an incident and may:

- Direct those affected to an Employee Assistance Program (EAP), appropriate community resources, such as medical centers, counseling services, victim advocacy groups, legal aid, and domestic violence shelters;
- Providing flexible work hours or short-term or extended leave as required by leave policies;

- Cooperating with law enforcement personnel in the investigation of and incident;
- Providing a debriefing with those affected, where appropriate, within fourteen (14) calendar days after a serious violent occurrence to explain what happened and what steps are being taken by the Employer to support affected employees.

SECTION 24.4: SAFETY

The employer shall provide a safe and healthy work environment for all employees. If an employee believes he or she is not in a safe or healthy work environment, it should be notified to the Employer's Human Resources Representative or facility CEO as soon as possible.

SECTION 24.5: NO RETALIATION

The Employer takes all complaints of harassment, violence, or lack of safety seriously and will not retaliate or allow retaliation against employees for complaining of harassment, violence, or lack of safety by assisting in an investigation related to harassment, violence, or lack of safety. Employees and applicants shall not be subject to harassment, threats, coercion, or discrimination because they filed a complaint, participated in an investigation, or exercised any other right protected by federal, state, or local law.

SECTION 24.6: CONFIDENTIALITY

All complaints under this article reported to management, Human Resources, or the facility CEO, will be treated as confidentially as possible, except as needed to conduct a fair investigation. The investigation will include a private interview with the person filing the complaint and with witnesses, to the extent deemed necessary.

ARTICLE 25: LABOR MANAGEMENT COMMITTEE

The Employer, jointly with the elected or appointed representatives of the Union 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 four (4) Employer representatives, and a staff member of the Union.

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. 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.

This Committee will have no authority to modify or interpret the collective bargaining agreement.

ARTICLE 26: SUBCONTRACTING

Both parties also understand that for the Employer to satisfy the demands of its residents and to successfully operate the facility, contracting and/or subcontracting of bargaining unit work may be necessary from time to time.

It is, therefore, agreed that the Employer may, within its exclusive discretion, engage contractors and/or subcontractors to help meet the demand of the facility; provided, however, that the Employer will endeavor to utilize its own employees whenever practicable and that the Employer notifies the Union of such utilization at least thirty (30) days prior to implementation if possible.

If, in the future, the Employer seriously contemplates subcontracting of bargaining work, it shall discuss the matter with the Union prior to making its final decision. It is agreed that the use of registry or agency personnel, as a supplement to the workforce or use of employees from a different facility affiliated with Cascadia Healthcare does not constitute contracting and/or subcontracting out. The Employer will make its best effort to use regular employees first, before the use of registry or agency personnel; however, the decision to use a subcontractor shall be the solely that of the Employer, which may make the decision in its sole discretion.

This provision shall be applicable to any subcontractor in existence at the facility as of the date this Agreement is signed. Should subcontracting any work covered by this Agreement is needed in the future, the Employer shall subcontract work to persons, firms, or companies meeting not less than the terms and conditions of this Agreement relating to wages, hours, and working conditions. Additionally, the subcontractor shall agree to be bound by all the terms and conditions of this agreement and the serviced facility's policies and procedures.

If it is agreed between the Union and the Employer that subcontracting bargaining unit work is necessary due to the need of operations at the facility, the subcontracted employees shall become bargaining unit members of the Union after ninety (90) days of the start date of work at the facility as subcontractors. The date of membership in the Union and direct employment under the Employer will determine the seniority date and start of benefits for the employees under this article.

ARTICLE 27: LENGTH OF AGREEMENT

This Agreement shall be in full force and effect from the 1st day of March 2020, to and including the 31st day of December 2023, 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 amend it.

Notwithstanding the above, the parties agree that either party may make a written request to reopen the Agreement for negotiations over wages consistent with Article 16 – Wages.

APPENDIX A

****Example:**

John Miller arrives at his anniversary number 3 during the year of 2020, which would place him in the 1-3-year PTO accrual tier according to the PTO accrual chart. However, on January 1, 2021, John will be treated, for PTO award purposes, within the 4-6 PTO accrual tier. And, since John will have arrived at a 4-year anniversary in 2021 and a 5-year anniversary in 2022, John will still be in the 4-6 PTO accrual tier on January 1, 2022 and January 1, 2023.

For SEIU 775



Sterling Harders, President

1/8/2021

Date

For Libby of Cascadia, LLC



Bill Paven, Director of Human Resources

1 / 12 / 21

Date