

Collective Bargaining Agreement

between

SEIU 775

and

Vancouver Specialty and Rehabilitation Center

Effective April 19, 2021 to November 30, 2023

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ARTICLE 1: RECOGNITION

This Agreement is between 1015 North Garrison LLC, d/b/a Vancouver Specialty and Rehabilitation Center (hereafter referred to as the “Employer”) and SEIU 775 (hereafter referred to as the “Union”). The Employer recognizes the Union as the exclusive collective bargaining representative for the employees in the following appropriate unit: All full-time, part-time, and on-call Certified Nurse Assistants (CNAs), Restorative Aides (RAs), Dietary Aides, Cooks, Hospitality Aides, and Activities Assistants employed by the Employer at its 1015 North Garrison Road, Vancouver, Washington location; excluding LPNs, RNs, GPNs, managers, confidential employees, payroll clerks, business office managers, business office assistant managers, professional employees, and guards and Supervisors as defined in the National Labor Relations Act.

ARTICLE 2 LABOR MANAGEMENT COMMITTEE

The Employer and the Union agree to work together for the mutual benefit of the workers, the residents, the Employer, and the Union.

The Employer and the Union will establish a facility-based Joint Labor Management Cooperation Committee within the facility. This committee will be composed of three (3) members chosen by the Union, and three (3) members of management. The committee will meet as often as needed, to discuss worksite issues, concerns, make suggestions and ideas related to the facility, the workers and the residents and to promote better understanding between the Union, the Employer and the residents. This committee may make suggestions to the facility management on recruitment and retention issues. Jointly created minutes and/or summaries of the meetings will be posted within the facility breakroom.

This Committee will have no authority to modify or interpret the collective bargaining agreement. All bargaining unit employees shall be compensated by the Employer at their regular rate of pay for the time spent at Labor Management Committees, for their regularly scheduled hours of work which would be missed because of attendance at the LMC meeting. LMCs will be scheduled to

ensure resident care needs are met.

ARTICLE 3 MANAGEMENT RIGHTS

The Employer retains the exclusive right to manage the business, to direct, control and schedule its operations and work force and to make any, and all decisions affecting the business, whether or not specifically mentioned herein, and whether or not hereto exercised. Except as expressly modified or restricted by a specific provision of this Agreement, the Employer retains such prerogatives including, but not be limited to, the sole and exclusive rights to: Hire, promote, demote, layoff, assign, transfer, suspend, discharge and discipline employees for just cause; determine employee benefits; select and determine the number of its employees, including the number assigned to any particular work or work unit; to increase or decrease that number; direct and schedule the workforce; determine the location and type of operation; determine and schedule when overtime shall be worked; install or remove equipment; discontinue the operation of the business by sale or otherwise, in whole or in part at any time; subcontract bargaining-unit work, determine the methods, procedures, materials and operations to be utilized or to discontinue their use; transfer or relocate any or all of the operations by sale or otherwise, in whole or in part, at any time; determine the work duties of employees; promulgate, post and enforce rules and regulations governing the conduct and acts of employees during working hours; require that duties other than those normally assigned to be performed; select supervisory employees; train employees; discontinue or reorganize or combine any department or branch of operation with any consequent reduction or other change in the work force; introduce new or improved methods or facilities, regardless of whether or not the same cause a reduction in the working force; establish, change, combine or abolish job classifications; transfer employees, either temporarily or permanently, within programs and/or job classifications; determine job qualifications, work shifts, work pace, work performance levels, standards of performance, and methods of evaluation of the employees, and in all respect carryout, in addition, the ordinary and customary functions of management, all without hindrance or interference by the Union except as specifically abridged, altered or modified by the express terms of this Agreement.

The provisions of this Agreement do not prohibit the Employer from directing any person not covered by this Agreement from performing any task. The Employer, therefore, has the right to schedule its non-bargaining unit employees at any time; however, non-bargaining unit employees shall not customarily do bargaining unit work. The selection of supervisory personnel shall be the sole responsibility of the Employer and shall not be subject to the grievance and arbitration provisions of this Agreement. The foregoing statement of the rights of management and of Employer functions are not all-inclusive, this is to exclude all subjects of bargaining contained within this collective bargaining agreement, but indicate the type of matters or rights, which belong to and are inherent in management and shall not be construed in any way to exclude other Employer functions not specifically enumerated.

The Employer shall maintain the wages of workers covered by this Agreement, as of the effective date of this Agreement, unless explicitly modified by the terms of this or any subsequent Agreement. The Employer shall have the unilateral right to modify the terms or conditions of employment of covered workers, which are not the subject of explicit terms of this Agreement or any subsequent Agreement, after notice of such change to the Union and an opportunity to meet and discuss the changes with the Employer, if requested by the Union within thirty (30) days of notice of the change. The rights enumerated above shall not be used in an arbitrary and capricious manner.

ARTICLE 4 UNION MEMBERSHIP AND VOLUNTARY ASSIGNMENT OF WAGES

SECTION 4.1: MEMBERSHIP

All employees covered by the terms of this Agreement who are members of the Union upon ratification of this Agreement shall as a condition of employment maintain their membership in good standing in the Union. "In good standing," for the purposes of this Agreement is defined as the tendering of periodic Union dues. All bargaining unit employees hired after the date of ratification of this Agreement shall, as a condition of employment, not later than the 31st day following the commencement of his/her employment, become and remain a member of the Union in good standing. Any employee who fails to satisfy this obligation shall be discharged by the Employer pursuant to the provisions of Section 4.2. The Employer shall include a Union Membership Card in each employee's employment paperwork. The card will be reserved for the

Advocate, as available, to review the membership card with new employees during their orientation. After collecting said card from the new employee or Advocate, the Employer shall retain a copy for itself and send the original to the Union.

SECTION 4.2: DISCHARGE FOR FAILURE TO MEET OBLIGATIONS

Employees who fail to comply with the requirements in this Article shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Union unless the employee fulfills the membership obligation set forth in the Agreement within such thirty (30) day period. Nothing in this Article shall render the Employer liable for payment of any dues or fees to the Union, and the Union's sole recourse for a violation of this Article by an employee is to request discharge of such employee as outlined in this Agreement.

SECTION 4.3: PAYROLL DEDUCTIONS

4.3.1 DUES DEDUCTIONS

The Employer agrees to deduct from each bargaining unit employees pay all authorized dues-as determined by the Union. The Employer shall make such deductions from the employee's paycheck following receipt of proper authorization, and periodically thereafter as specified on the authorization, unless revoked by the union, in writing, and shall remit the same to the local Union once per month within fifteen (15) calendar days after the end of each pay period for which dues were deducted. Upon issuance and transmission of the check to the Union, the Employer's responsibility shall cease with respect to such deduction.

4.3.2 COPE 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 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 within five (5) calendar days from the end of the pay period in which the deductions were taken.

SECTION 4.4: BARGAINING UNIT INFORMATION

ROSTER

The Employer shall provide the Union with a list of all employees covered by this Agreement five

(5) calendar days after each month. The list shall include:

- Employee number
- First Name
- Middle Name
- Last Name
- Social Security Number
- Home phone (all phone numbers shall conform to the '(xxx) xxx-xxxx' format)
- Wireless telephone number (all phone numbers shall conform to the '(xxx) xxx-xxxx' format)
- Address Type (Mailing, Physical)
- Address 1
- Address 2
- City
- State
- Zip
- Address start date
- Email address
- Date of birth
- Gender
- Preferred Language
- FTE status
- Hire Date
- "Last" or "Most Recent" Rehire Date (if applicable)

- “Last” or “Most Recent” Termination Date (if applicable)
- Wage rate
- Differential rate (if applicable)
- Service year
- Service month
- Hours worked per pay period
- Dues deduction amount
- Voluntary deduction amount
- Gross pay
- Net pay
- Work location
- Job classification

The Employer shall provide this list in a common electronic format agreed upon by the Employer and the Union. The sum of the individual union dues amounts in the Roster shall exactly match the amount of the dues payment(s) remitted to the Union. The sum of the voluntary deductions in the Roster shall exactly match the amount of the voluntary deduction payment(s) remitted to the Union.

SECTION 4.5: DATA SECURITY

In accordance with state and federal law, the Employer shall utilize industry standards and procedures for the protection of sensitive and personally identifiable information of each of its employees. The Employer agrees that it will not release any of the following information about employees unless required to do so due to on-going litigation, pre-litigation, vendor requests made as part of benefits enrollment, government/agency requests, to comply with a court order or other judicial/arbitral demand, or other similar situation: The names, addresses, telephone numbers, wireless telephone numbers, electronic mail addresses,

social security numbers, and dates of birth of all employees covered by this Agreement.

ARTICLE 5: UNION VISITATION

Authorized representatives of the Union will be permitted to visit the premises of the Employer for conducting general union business and to confer with workers covered by this Agreement during their non-work time and in break areas. Such visits shall not interfere with the operation of the nursing home or the performance of the workers' duties and the Union Representative shall inform the Administrator or Director of Nursing of his/her visits prior to entering the nursing home's premises. It is understood that certain unforeseen circumstances such as an emergency which may prevent access for representatives of the Union.

The Union will furnish in writing the name of the authorized representatives, and the Employer is obliged only for admission of such authorized representative. The Employer shall not unreasonably deny access to employee break areas during all working hours for above stated reasons.

ARTICLE 6: UNION RIGHTS

SECTION 6.1 ADVOCATES

The Union shall designate up to three (3) worker representatives per work shift as advocates. The advocate is the worker representative position responsible for handling grievances and disciplinary issues with the Employer. Immediately following designation of said advocate (s), the Union shall confirm this appointment by written notice to the Employer. The activities of the advocate shall not interfere with the performance of his/her work or the work of other workers of the Employer. Any time spent by the advocate on Union matters or acting in his/her capacity will not be compensated by Employer, except for time spent investigating and presenting grievances. Advocates will not be compensated by the Employer for time spent in adjusting grievances beyond that which is reasonable but no longer than one (1) hour. In no case will the

Employer be required to pay for time spent adjusting grievances to the extent such time would result in overtime. Under no circumstances shall the Employer be required to pay more than one (1) advocate for attendance at a grievance meeting unless a senior advocate is assisting a junior advocate. In any such instance, the Employer will be notified in writing, via email, in advance who the appointed advocates are.

An advocate may not communicate with workers, the Union, or representatives of the Employer concerning Union business on working time, without first obtaining the permission of his/her immediate supervisor or other representative of the Employer. Such permission will not be unreasonably denied.

The advocate shall not direct any worker how to perform or not to perform his/her work in his/her role as an advocate, shall not countermand the order of any supervisor and shall not interfere with the normal operations of the Employer or any other worker.

An advocate may not communicate with the Union office by telephone during working time without first obtaining the permission of his/her immediate supervisor or other representative of the Employer. Such permission shall not be unreasonably denied. The Union office may communicate with an advocate during working hours by telephoning the advocate's immediate supervisor or department manager to talk with the advocate. Such calls to the advocate shall be limited to two (2) calls per day of ten (10) minutes in duration total.

Any notification by the Employer to the Union shall be in writing by email or standard mail delivered to the Union at its offices with a copy to the advocate designated by the Union.

SECTION 6.2 ACCESS TO NEW EMPLOYEE ORIENTATIONS AND ALL STAFF MEETINGS

The Employer will provide the union organizer and a designated worker representative adequate notice of orientation and a list of new bargaining unit employees participating in a New Employee Orientation to both the union organizer designated for the facility and the member advocates at each facility and the union shall be afforded adequate time of up to thirty (30) minutes with new bargaining unit employees during their new employee orientation, or within one month of the Bargaining Unit Employee's hire date. The facility worker representative will obtain prior supervisory approval before he/she will be released to participate in this meeting. The facility

worker representative will not clock out to attend this meeting.

When the Employer holds its regularly scheduled All Staff Meetings at the facility, a Union Representative and/or Advocate shall be given the opportunity to address the Bargaining Unit for two (2) minutes. It is understood that the purpose of this time is to make brief announcements regarding upcoming union events.

SECTION 6.3 PERSONNEL FILE

The Employer shall maintain one (1) official personnel file for each employee, located at the primary administrative office for the worksite. Upon reasonable notice, an employee may inspect the records in his/her personnel file within five (5) days of his/her request.

Employees shall be entitled to place copies of any written explanation(s) or opinion(s) regarding any critical material placed in his/her personnel file. The employee's explanation or opinion shall be attached to the relevant critical material and shall be included as part of the employee's personnel file so long as the critical material remains in the file.

SECTION 6.4 VOLUNTEER UNION ACTIVITIES

For employee activity under this Article, employees will be able to utilize earned paid time off if needed. Under no circumstance will employees have a reduction of status, lose health care benefits or seniority for activity under this Article. Employees must arrange in advance with the Employer in the event of Union Activities, per the request for time off procedures.

ARTICLE 7 BULLETIN BOARDS

The Employer shall allow the Union to provide a bulletin board no larger than three (3) feet by four (4) feet that shall be used for the purpose of posting proper Union notices. The Union agrees that the Employer shall be provided with a copy of all notices prior to posting. The Union further agrees not to post or distribute any material, which comments in any way upon Employer or non-bargaining unit employees or is false or derogatory of the Employer, its services or supervisors, or inconsistent with the spirit of mutual collaboration inherent in this Agreement.

ARTICLE 8 VACANCIES

A vacancy is defined to mean any permanent full-time or part-time job opening within the job

classifications in this Agreement, which the Employer determines to fill. The Employer reserves the exclusive right to determine if a vacancy exists. Positions shall be posted for a period of five (5) business days in the breakroom in a designated space near the timeclock. If, in the sole judgment of the Employer, all qualifications of workers who apply for a vacant position are equal, including the employees' ability to perform the work of the prior and the new position, the worker will be selected by the Employer taking into consideration the employee's length of service and loyalty to the facility.

ARTICLE 9 NO DISCRIMINATION

SECTION 9.1 GENERAL PROVISIONS

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

SECTION 9.2: UNION ACTIVITY

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

SECTION 9.3 PRIVACY RIGHTS AND THE DEPARTMENT OF HOMELAND SECURITY (D.H.S.)

The Union is obligated to represent all workers without discrimination based upon national or ethnic origin. The Union is therefore obligated to protect workers against violations of their legal rights occurring in the workplace, including unreasonable search and seizure.

The Employer is obligated to comply with all applicable federal, state and local regulations in addition to operating within all parameters and specific conditions set in their private compliance agreement with federal state and local regulatory officials. To the extent permitted by law, the Employer shall notify the Union as quickly as possible, if any D.H.S. agent contacts the facility to enable a Union representative or attorney to take steps to protect the rights of workers.

Additionally, to the extent permitted by law, the Employer shall notify the Union immediately upon receiving notice from the D.H.S., or when a Social Security Administration (SSA) audit of worker records (for any purpose) is scheduled or proposed and shall provide the Union with any list received from such governmental agencies identifying workers with documentation or social security problems.

To the extent permitted by law, the Employer shall not infringe the privacy rights of workers, without their express consent, by revealing to the D.H.S. any worker' name, address or other similar information. To the extent permitted by law, the Employer shall notify the affected worker and the Union in the event it furnished such information to the D.H.S. To the extent permitted by law, the Employer may provide paid or unpaid leaves of absences for any worker who requests such leave in advance because of court or agency proceedings relating to immigration matters as outlined in its Employer Policies and consistent with all state and federal leave requirements. The decision of whether to grant the leave and the maximum duration of the leave shall be determined in the Employer's sole discretion. To the extent permitted by law, workers shall not be discharged, disciplined, suffer loss of seniority or any other benefit or be otherwise adversely affected by a lawful change of name or social security number. Workers who have falsified any records concerning their identity and/or social security number will be terminated. Nothing in this Article shall restrict the Employer's right to terminate a worker who falsifies other types of records or documents. A worker may not be discharged or otherwise disciplined because: 1. The worker (hired on or before November 6, 1986) has been working under a name or social security number other than their own; 2. The worker (hired on or before November 6, 1986) requests to amend his/her employment record to reflect his/her actual name or social security number; 3. The worker (hired on or before November 6, 1986) fails or refuses to provide to the Employer additional proof of his/her immigration status.

ARTICLE 10 PROBATIONARY PERIOD

All workers covered by this Agreement who are hired into a covered position on or after the effective date of this Agreement, whether or not previously employed by the Employer shall be subject to a probationary period of ninety (90) days.

The Employer may elect to extend this probationary period for up to an additional sixty (60) days. The Employer shall not unreasonably or arbitrarily extend a probationary period beyond the initial ninety (90) days. Seniority shall not accrue to workers during their probationary period. However, upon successful completion of said probationary period, all workers shall be deemed to be regular employees covered by the terms of this Agreement and their seniority shall revert to the date of hire.

Probationary employees may be terminated during their probationary period at the discretion of the Employer without recourse to the Grievance and Arbitration Procedure.

ARTICLE 11 CATEGORIES OF EMPLOYEES

A regular full-time employee is one who is scheduled to work or normally works a minimum of thirty-two (32) or more hours a week. A regular part-time employee is one who is scheduled to work or normally works a minimum of twenty-four (24) or more but less than thirty-two (32) hours per week.

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

A casual, on-call or per diem employee is one with no regular schedule, but who works intermittently as required and depending on the availability of work. Casual, on-call or per diem employees are not eligible for any benefits.

A temporary employee is one who is hired as a replacement for a regular employee on an approved leave of absence not to exceed the period of the leave. Temporary employees are not eligible for any benefits.

ARTICLE 12: DISCHARGE, DISCIPLINE OR SUSPENSION FOR JUST CAUSE

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. Grounds for discipline or discharge, including immediate discharge are set forth in the Employer's Employee Handbook, as may be amended from time to time. 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 shall be provided only after de-identification of protected health information, in accordance with the HIPAA Privacy Rule has been completed.

Any probationary employee may be discharged or disciplined by the 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.

A Union Field Representative or advocate may meet and discuss any disciplinary action of a Union member with the Employer. Disciplinary actions more than 18 month will not be considered for purposes of progressive discipline.

Employees shall be notified of their right to request union representation by an authorized Union Representative at the beginning of any disciplinary meeting or disciplinary investigation. When the Employer requests a written statement in lieu of a meeting, the Employer shall notify the employee of their right to consult their Union Representative prior to the submission of the statement. Written statements must be provided as soon as possible but no later than within twenty-four (24) hours of the employee's suspension for allegations of abuse and/or neglect.

All disciplinary action shall be taken within fourteen (14) working days from the date the Employer had knowledge of the information giving cause for the disciplinary action and/or has completed an investigation that results in disciplinary action.

The personnel action form used for disciplinary action shall include a statement, adjacent to the sentence which states that the employee's signature on the form indicates that the employee has received a copy of the discipline, but the signature does not indicate agreement or disagreement with the content or information which led to the disciplinary action.

Employees shall be entitled to place copies of any written explanation(s) or opinion(s) regarding any critical material placed in his/her personnel file. The employee's explanation or opinion shall be attached to the relevant critical material and shall be included as part of the employee's personnel file so long as the critical material remains in the file. Any employee explanation must

be furnished within thirty calendar days from the date the critical material is reviewed with the employee.

The employee shall be provided with a copy of any written notice of disciplinary action signed by the Employer and the employee (or witness in lieu of employee signature if an employee refuses to sign) by the Employer at the end of the disciplinary meeting. The Employer will send all disciplinary records to the Union Field Representative once per month.

ARTICLE 13: LAYOFF, RECALL AND TEMPORARY ASSIGNMENTS

SECTION 13.1: LAYOFF AND RECALL

In the event the Employer finds it necessary to reduce its staff by laying off workers, it shall notify the Union in writing at least two (2) weeks from the effective day of the layoff and shall inform the Union of the names of the workers who are to be laid off. Except in the case of discharge for just cause, regular Employees shall be entitled to fourteen (14) calendar days' notice of layoff or pay in lieu thereof.

In cases of layoff, temporary and then probationary employees shall be laid off first without regard to their individual periods of employment. If layoffs continue beyond temporary and probationary employees, additional employees shall be laid off based on the need of the classification that needs to be laid off and on the length of service with the Employer.

An employee whose hours are being cut or who is being laid off may fill any vacant position or displace a less senior employee in any bargaining unit job classification within the same department, provided that he or she has the qualifications to do the job. An employee who is displaced in a layoff or has hours reduced shall also have bumping rights.

Whenever a vacancy occurs, workers who are on layoff shall be recalled with the last person laid off in that job classification being recalled first. Recall shall thereafter continue in reverse order of layoff. The Employer shall notify the Employee of their recall in writing by certified mail, return receipt requested, at the last address furnished the Employer by the Employee or by telephone call verified by a letter as above and employ his/her subject to the above limitations provided they report and are available for work by not later than five (5) calendar days from receipt of the recall notice. It shall be the responsibility of the worker to keep the Employer informed of his/her

present address and telephone number and to notify the Employer in writing of any such changes within one (1) week of the date of any change.

Nothing contained herein shall deprive the Employer of the right, at its discretion, to hire a temporary employee for the duration of a worker's contractual leave of absence or for the duration of a worker's absence as a result of sickness, accident, or injury on the job, vacation or any other absence.

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

In the event that the Employer chooses to close or convert the facility to other use, the Employer will follow the requirements of the federal WARN legislation (or appropriate state legislation), which provides a sixty (60) day notice of closure or pay in lieu of notice.

SECTION 13.2: TEMPORARY ASSIGNMENTS

Employees may be temporarily assigned to another shift if requested by the Employer and with agreement from the employee. Such requests will be offered to all bargaining unit employees on the shift that is overstaffed in order of seniority. The Employer will provide, in writing, the duration of the temporary assignment and a guarantee that the affected employee will be placed onto their regular shift in their regular rotation once the temporary assignment ends. The Employer will provide as much notice as possible for temporary assignments which exceeds one week.

ARTICLE 14: HOURS OF WORK, OVERTIME, SCHEDULING, MEAL AND REST PERIODS, PAY PERIODS AND PAY DAYS

SECTION 14.1 WORKDAY AND WORK WEEK

The normal workweek shall be no more than forty (40) hours per week. The Employer reserves the right to modify the workweek or workday for some or all workers, including the right to send workers home after the start of their shift. Consistent with applicable law, the Employer may institute twelve (12) hour shifts with overtime after 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 14.2 OVERTIME

All overtime must be approved by the Employer. Overtime shall be paid at 1½ times the regular rate of pay for all time worked beyond 40 hours in the work week. For the purposes of computing overtime pay, the regular rate of pay shall include any applicable shift differentials and incentives. There shall be no pyramiding or duplication of overtime pay, i.e., the employee will not receive a daily and a weekly overtime premium for the same hours worked. In any such case, the higher premium will apply.

Overtime to be paid only over 40 hours per work week.

SECTION 14.3 MANDATORY OVERTIME

The Employer may schedule mandatory overtime to meet the needs of the business. If mandatory overtime is scheduled with less than 24 hours' notice to the employee, the employee may decline such overtime due to reasonable extenuating circumstances (e.g. childcare requirements). There shall be no expectation that any one employee will be mandated more than once per pay period. Any employee who believes that continuing to work mandatory overtime or working many consecutive days without a rest day may tend to cause harm to their health or to the safety and quality care of the residents may refuse to work more mandatory overtime or on consecutive days until the employee has had at least one (1) full day (twenty-four [24] hours) off. There will be no retaliation for such refusal of mandatory overtime.

SECTION 14.4 AVAILABILITY OF EXTRA SHIFTS

14.4.1 SHIFTS WHICH BECOME AVAILABLE AFTER THE SCHEDULE IS POSTED AND IN EFFECT

In lieu of contacting employees in seniority order by phone or in person, the Employer may opt to send a group text to all employees within the affected classification that an open shift is available. The Employer will offer the shift to the most senior employee in rotating order, however, should a less senior employee respond to the text first, it shall be offered to the less senior employees if no senior employee responds within thirty minutes of the original text. Shifts offered in this manner will only be offered for two consecutive days of immediate vacancies.

SECTION 14.5 SCHEDULING

The Employer will make a reasonable effort to post the monthly schedule as early as possible, but no later than seven (7) days prior to the first workday on the schedule. Changes to the posted

schedule may be made by the Employer to meet the needs of the business in extraordinary circumstances including the right to send workers home after the start of their shift. However, once the schedule is posted, the Employer will attempt to adhere as closely as possible to the posted schedule. If the Employer is required to change the schedule after it has been posted, the Employer shall make every attempt to notify the employee in as far in advance as possible, in writing (including text).

If a worker wishes to change a scheduled day with another worker, both must sign a written request, and it must be approved by their supervisor. Any change that may result in overtime must be approved by a supervisor.

SECTION 14.6 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 half shift.

A supervisor shall assign workers specific starting and ending times and schedule meal and rest periods.

SECTION 14.7 PAY PERIODS AND PAY DAYS

Pay periods and paydays shall be as outlined in the Employer's Policies. An annual payroll schedule will be posted in the breakroom.

ARTICLE 15: MINIMUM RATES AND WAGES

SECTION 15.1: LEAD EMPLOYEES

Shall there be need to establish a temporary Lead position, Lead workers shall receive seventy-five cents (\$0.75) per hour differential above their regular rate of pay for hours worked as a Lead.

SECTION 15.2 INCENTIVES

The Employer may, without acting in a manner resulting in individual favoritism within a job class, implement, modify, or eliminate incentives to encourage safe working practices, hire new employees, retain employees, or motivate employees to work. The Employer will notify the Union in writing of any new or modified incentives prior to implementation and upon request,

will meet and confer with the Union to discuss perimeters of new incentive program(s) and/or modifications to incentives.

SECTION 15.3: HIRING RATES

Effective March 1 2021, current employees will be placed on the Hiring Scale in Appendix A and receive the Hiring Experience Incentive based on their current recognized experience. New employees will be placed on the Hiring Scale and receive the Hiring Experience Incentive based on their relevant and verifiable experience, provided at the time of hire.

The Employer agrees that no bargaining unit employee shall receive a rate less than the lowest "start" rate in Appendix A.

The Employer agrees that a current employee will not make less than the start rate of any new hire employee in the same job classification with the same level of experience.

SECTION 15.4: INCREASES

Effective March 1, 2021 all current employees will be placed on the grid in Appendix A or receive an increase of \$0.50, whichever is greater.

Effective January 1, 2022 all current employees will be placed on the grid in Appendix A or receive an increase of \$0.50 per hour to their wage, whichever is greater.

Effective January 1, 2023 all current employees will be placed on the grid in Appendix A or receive an increase of \$0.50 whichever is greater.

SECTION 15.5: DIFFERENTIALS

Employees working on night (NOC) shift (6pm-6am) shall earn a shift differential of fifty cents (\$0.50) per hour for each hour worked in addition to the employee's regular rate of pay.

SECTION 15.6: NEW POSITIONS

The Employer agrees to bargain the hiring rates for any new covered positions prior to implementation as long as the meeting occurs within thirty (30) calendar days after the Union receives notice of the rates.

ARTICLE 16: PAID TIME OFF SICK, VACATION, HOLIDAY

SECTION 16.1: GENERAL

The Employer has established a Paid Time Off program for employees. Full time and part time employees are provided with the opportunity to have paid time off for various reasons including vacation, holidays, personal time and illness. Vacation, sick, holiday and personal time hours are accrued as PTO (Paid Time Off) hours. Paid Time Off (PTO) hours can also be cashed out without taking time off (see details below). On call and temporary employees accrue sick leave as required by law.

PTO hours start accumulating with an employee's first paycheck. Employees will be eligible to start using accumulated PTO hours for time off after the completion of their 90-day probationary period at one hundred percent (100%) of their regular rate of pay. After their first anniversary, full time and part time employees will have the option to cash out PTO hours at fifty percent (50%) of their value/employee's regular rate of pay.

For each hour worked, an employee will earn Paid Time Off as set forth in this Article (Section 16.6). This includes Regular and Overtime hours. PTO hours will be paid at the current regular rate of pay under the heading "Personal", PTO does not accrue on unpaid leaves of absences or on PTO cash outs.

Paid Time Off balances will be available on each employee's pay statement.

Each new anniversary year, PTO hours will be earned based on the years of service, and new yearly maximum of PTO hours will be adjusted accordingly (Section 16.6).

Employees can bank up to 120 hours at each anniversary. In the event that a request for time off cannot be honored due to staffing or other needs of the Employer, the amount of carryover will be extended by the Employer until such time that the employee's request for time off can be honored sufficient to bring down their carry-over amount.

SECTION 16.2: USING PTO HOURS

If an employee chooses to use PTO hours for time off with pay, they will first schedule the time off with their supervisor, then complete a PTO request form, indicating the hours that should be applied to time off.

If an employee chooses to use PTO hours for extra cash, a request to have some or all their benefit hours added to their payroll check (this can be done after the first anniversary on any pay check), can be specified on a PTO request form indicating the hours that are to be cashed out.

Employee's total hours worked, and paid time off hours combined may not exceed the employee's normally scheduled work week. "Normal" means average of the actual hours worked, excluding overtime in the previous 4 pay periods.

Full time and Part time employees who resign and provide a two weeks' notice to the Employer are entitled to one hundred percent (100%) cash-out of their earned and accrued PTO, after twelve (12) months with the company. Employees who are discharged for cause by the Employer are not eligible for payment of unused PTO. Employees with less than one year of service are not eligible for cash out of their PTO.

SECTION 16.3: UTILIZING PTO HOURS FOR VACATION REQUESTS

Employee vacation requests should be submitted to their supervisor at least thirty (30) days in advance of the desired vacation time. Such requests will be responded to within seven(7) calendar days in writing as to whether or not the request will be granted. The final right to allot vacation periods is reserved by the Employer in order to maintain high quality resident care and efficient operations, however, once a request has been approved, it will be honored.

SECTION 16.5: UTILIZING PTO HOURS FOR SICK TIME

Employees must provide reasonable notice of absence from work for the use of paid sick leave for illness or injury, physical or mental health conditions, doctor or dentist visits, preventive care, workplace, child's school, or day care closures ordered by a public official for any health-related reason and leave that qualifies under Washington Paid Sick Leave.

Verification may be required if an employee uses paid sick leave for more than three (3) consecutive days for which the employee was required to work.

REASONABLE NOTICE FOR FORESEEABLE USE OF PAID SICK LEAVE

If an employee's absence is foreseeable, the employee must provide notice to their supervisor at least 7 days, or as early as practical, before the first day paid sick leave is used.

- Employer may request that the employee submit an *Employee Notice for Use of Paid Sick*

Leave form.

- If possible, notification should include the expected duration of the absence.

REASONABLE NOTICE FOR UNFORESEEABLE USE OF PAID SICK LEAVE

When reasonably possible, employees must provide the department supervisor on duty a minimum of (2) hour before the start of a scheduled shift. If an employee’s absence is unforeseeable, the employee must contact the department supervisor as soon as possible before the required start of their shift.

- As a best practice, and if circumstances allow, employees should provide notice as soon as the employee learns of the need for paid sick leave.
- In the event it is not practicable to provide notice of an unforeseeable absence, a person on the employee’s behalf may provide such notice.
- If possible, this notification should include the expected duration of the absence.
- Employer may request the employee submit an *Employee Notice for Use of Paid Sick Leave* form on the day of the employee’s return from paid sick leave.

Any payment of PTO due to unanticipated medical reasons for the employee or their family (e.g., sickness, injury, emergency medical treatments, and unscheduled medical appointments) shall be subject to immediate notification of absence. Under no circumstance will an employee be required to find their own coverage for sick leave.

SECTION 16.6: ACCRUAL SCHEDULE

Years of Service	Accrual rate	Safe Sick Accrual	Total Accrual	PTO	Maximum Annual PTO
0-24 Months	0.024	0.025	0.049		100
25-60 months	0.043	0.025	0.068		140
61 -120 months	0.056	0.025	0.081		168

121+ months	0.075	0.025	0.100	210
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*All employees including on-call or intermittent employees shall accrue sick leave to be used as unscheduled leave for sickness, injury, emergency medical treatments and unscheduled medical appointments.

SECTION 16.7: UTILIZING PTO HOURS FOR OTHER TIME OFF REQUESTS

Time off requests, other than sick time, should be submitted to their supervisor, as soon as possible, preferably at least thirty (30) days before the intended time off begins. The earlier the request is received, the more likely the request will be approved. When multiple time off requests are submitted on the same day for the same time or overlapping time, length of service will prevail. In an emergency, time off shall be granted when possible and always granted if the Employer is able to arrange coverage.

SECTION 16.8: RECOGNIZED HOLIDAYS

Employees shall be eligible for holiday pay at one and a half times their regular rate of pay if scheduled to work on any of the following holidays:

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

Employees who do not work their scheduled shifts before and/or after the holiday are not eligible for holiday pay at the Premium rate.

Employees are eligible for holiday pay on their first date of pay.

Employees working a holiday in an overtime condition shall receive one and a half times times their regular rate of pay for the hours worked on the holiday in overtime.

ARTICLE 17: INSURED BENEFITS

SECTION 17.1: PLAN

The Employer agrees to make available its Basic Health Care Plan to eligible full-time employees. If any employee chooses not to enroll in the Employer's plan when coverage is first available, they will be required to wait until the next open enrollment period unless otherwise required by law, consistent with the requirements of the plan. Consistent with the plan offering to the Employer's non-union employees in comparable classifications in Washington facilities, the specific benefits of the plan occasionally are changed or modified, including the total monthly premiums of said plan. In the event such changes occur during the life of this Agreement, the employer shall provide the Union with thirty (30) days' notice of said changes; provided, however, the Employer need not seek the Union's prior agreement, nor will such changes be subject to the grievance procedure. Part-time employees are not eligible for health insurance coverage.

SECTION 17.2: PLAN COSTS

The Employer shall contribute eighty percent (80%) of the total monthly premium (excluding any surcharge) for the Basic Health Care Plan.

SECTION 17.3: DENTAL AND VISION

Dental and Vision insurance shall be made available to full-time and part-time employees in the same manner as offered to the Employer's non-union employees in comparable 15 classifications in Washington facilities. The employee is responsible for 100% of the total monthly premium for both dental and vision coverage.

ARTICLE 18: LEAVES OF ABSENCE

SECTION 18.1 TYPES OF LEAVES OF ABSENCE

To balance the demands of high-quality service and the needs of employees and their families, the Employer shall provide leaves of absence to eligible employees for the following reasons:

EMPLOYEE MEDICAL – for the employee's own serious health condition, if the condition renders the employee unable to perform the employee's essential job functions. The Employer will comply with the federal Family Medical Leave Act (FMLA) and Washington State's Paid Family

Leave Act (WPFLA). The Employer shall offer details about both Acts, the rights and benefits available to workers, and the procedures that workers must follow to utilize these benefits; Family leave shall be interpreted consistently with the conditions and provisions of applicable law.

FAMILY MEDICAL – to care for the serious health condition of the employee’s spouse, child, or parent (not including in-laws).

PARENTING – to care for a new son or daughter, including by birth or by adoption or foster care placement. The Employer will comply with the federal Family Medical Leave Act (FMLA) and Washington State’s Paid Family Leave Act (WPFLA). The Employer shall offer details about both Acts, the rights and benefits available to workers, and the procedures that workers must follow to utilize these benefits; Family leave shall be interpreted consistently with the conditions and provisions of applicable law.

MILITARY CAREGIVER LEAVE – to care for an employee’s spouse, son, daughter, parent or next of kin who is a current member of the National Guard or Reserves and who incurs a serious injury or illness in the line of duty which may render the service member unfit to perform current military duties, for which the service member is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retirement list. The Employer shall offer details about USERRA, the rights and benefits available to workers, and the procedures that workers must follow to utilize these benefits.

MILITARY EXIGENCY LEAVE – to attend to various short-term matters requiring an employee’s attention when an employee’s spouse, son, daughter, or parent has been called to active duty or is on a Federal call to active duty, generally as a member of the reserve components of the U.S. military. Qualifying exigencies include matters such as childcare and a child’s school activities, financial or legal arrangements, attending certain counseling sessions, short periods of rest and recuperation leave from active deployment, attending certain military events such as post-deployment reintegration briefings, and any matters arising out of a short-term deployment (i.e., a deployment for which an employee’s spouse, son, daughter, or parent receives 7 or fewer calendar days of notice of the deployment). In addition to FMLA leave, the Employer shall provide

leave for other compelling personal reasons, or as required by state and federal law. Leaves not covered by the FMLA and not otherwise excused or protected by law will be considered as an occurrence(s) of absence under the Employer's attendance policy. This policy applies to worker compensation time off and to other approved leaves, such as those occasioned by disability or military service. If an employee is eligible for FMLA, absences for an FMLA-qualifying reason, such as worker compensation absences or approved disability leaves, will be counted as FMLA leave to the extent permitted by law. If an employee is off of work due to an on-the-job injury and refuses transitional duty offered by the facility, the employee would be considered to be on an unpaid employee leave of absence and all provisions of this policy would apply.

SECTION 18.2 ELIGIBILITY FOR LEAVES OF ABSENCE

To be eligible for FMLA or Washington state PFLA leave an employee must have worked for the Employer (as of the start date of the requested leave) or for an eligible Employer in the state of Washington as required under WPFLA: for at least 12 months, AND for at least 1250 hours during the 12-month period prior to the beginning of the leave.

SECTION 18.3 DURATION OF LEAVES OF ABSENCE

An employee eligible for FMLA or Washington State PFLA leave is entitled to a total of 12 weeks of FMLA leave during a calendar year (January 1 - December 31) for any reason other than military caregiver leave. An employee is also entitled to a total of 26 weeks of military caregiver leave during the 12- month period following the beginning of any such leave. During that 12-month period, an employee may not take more than 26 weeks of leave for any FMLA qualifying reason, and may not take more than 12 weeks of FMLA leave for a reason other than military caregiver leave. An employee who is not eligible for FMLA leave or whose FMLA leave is exhausted, may be granted additional leave at the discretion of the Employer and consistent with applicable law. A husband and wife who are both employed by the Employer will be limited to a combined total of 12 weeks of FMLA leave in a calendar year for Parenting Leave or a Family Medical Leave to care for a parent with a serious medical condition. A husband and wife who are both employed by the Employer will be limited to a combined total of 26 weeks of FMLA leave in the 12-month period following the beginning of a military caregiver leave if leave is taken for one of those reasons or as military caregiver leave, although no more than 12 of these 26 weeks can be taken

as Parenting Leave or as Family Medical Leave to care for a parent with a serious health condition.

SECTION 18.4 BENEFIT HOURS DURING LEAVE

A leave of absence is generally considered an unpaid leave. During FMLA leaves, however, employees will generally be paid available, accrued paid time, such as sick days, PTO hours, or vacation hours, for otherwise unpaid FMLA leave. Eligibility for leave is not dependent on the number of sick days or benefit hours available. If receiving compensation due to time off from an on-the-job injury, an employee will not receive any other compensation.

SECTION 18.5 INTERMITTENT OR REDUCED SCHEDULE

An FMLA or Washington State PFLA leave for an employee's own or a family member's serious health condition or illness ordinarily requires that the condition or illness involve an absence of more than three calendar days. Under certain circumstances involving employee or family medical leave in which shorter absences are medically necessary, as well as circumstances involving military exigency leave or leave to care for a covered service member with a serious illness or injury, an employee may take intermittent or reduced schedule leave. For this type of leave, an absence from work of more than three calendar days is not required; however, all other provisions of this policy apply.

SECTION 18.6 NOTIFICATION REQUIREMENTS FOR LEAVES OF ABSENCE

Whenever possible, an employee must request leave at least 30 days before the leave start date by completing a Request for Leave of Absence form. In cases of emergency, the employee must request leave as soon as possible after the employee knows that they need to take leave. Request for Leave of Absence forms can be obtained from the Business Office Manager or the Human Resources Department. At the time an employee obtains a Request for Leave of Absence form, the Employer will provide the employee with the form(s) and its policy. For leave mandated by state or federal law, all requests will be handled in accordance with appropriate law or regulation. An employee who fails to follow Employer notification procedures for reporting an absence from work will not be eligible for FMLA or Washington State PFLA leave (and will therefore accumulate occurrences) for the days during which the employee failed to follow Employer notification procedures, unless the employee was unable to do so because of an emergency, in which case the employee remains responsible for providing notice as soon as possible. If a leave is approved

by the Employer as FMLA or Washington State PFLA leave, an employee calling in to work for the same approved reason in the future must make clear that his or her absence is because of the specific approved reason. Absent unusual circumstances, the failure to do so will result in a delay or in the denial of the absence as FMLA or Washington State PFLA leave.

SECTION 18.7 DOCUMENTATION REQUIREMENT FOR LEAVES OF ABSENCE

If an employee requests Employee Medical Leave, Family Medical Leave, Washington State Paid Family Leave, or Medical Caregiver Leave, the employee must submit medical certification from the attending health care provider (in the case of military caregiver leave, from the Department of Defense authorized health care provider), on forms available from the Employer, no later than fifteen (15) days from the date on which a certification form is received. In the case of a request for intermittent or reduced schedule leave, an initial certification must include the reasons why intermittent or reduced schedule leave is necessary, and the schedule for treatment, if applicable. If a returned certification form is incomplete or otherwise unclear, the Employer may require additional information from the employee, which the employee will have seven (7) days to provide. If the Employer does not receive additional requested information, either through its own efforts to procure that information or in response to a request that an employee provide that information, the employee's leave request may be denied, in which case the employee's absences will count as an occurrence(s) under Employer policy. Employees requesting Military Exigency Leave will also be required to provide certification within fifteen (15) days that confirms the military status of the family member in relation to whom leave is requested and the reason why exigency leave is required. If an employee fails to provide certification by the requested deadline, or if the Employer concludes that the certification submitted by the employee does not provide a basis for an FMLA-or Washington State PFLA-qualifying leave, the employee's absence will be considered as an occurrence(s) of absence under the Employer's attendance policy. During leave, an employee will be required to report periodically to their supervisor, but not more frequently than every thirty (30) days, on their status and intent to return to work. Upon the conclusion of an Employee Medical Leave lasting more than five (5) calendar days, the employee must present certification from his/her healthcare provider that the employee is able to return to his/her regular job. Unless and until an employee provides this certification, the employee will

not be permitted to return to work. Any failure to comply with the FMLA or Washington State PFLA requirements of this policy will result in the absence being considered as an occurrence(s) of absence, unless the absence is otherwise protected by applicable law.

SECTION 18.8 CONTINUATION OF HEALTH AND/OR DENTAL COVERAGE DURING LEAVES OF ABSENCE

The Employer will maintain an employee's health and/or dental coverage during FMLA or Washington State PFLA leave as if the employee had been continuously employed. An employee may elect not to continue coverage. An employee who continues health and/or dental coverage must pay their share of the premiums during leave to maintain coverage. This premium payment is due to the Employer on the employee's regularly scheduled payday. Failure to pay the required premium contribution within thirty (30) days of the premium due date may result in notification that the Employer is canceling health insurance coverage. If the employee is on a non-FMLA or Washington State PFML leave, or a military leave lasting longer than 30 days, the employee can also continue coverage; however, the employee must then pay the entire premium amount, including the contribution that would be made by the Employer during active employment. The continuation of health and/or dental coverage under the conditions described above can last for a period of up to three months. At that time, the employee will be eligible to continue coverage under COBRA. Employees on an approved military leave will be eligible to continue receiving coverage for up to twenty-four (24) months, although employees on a military leave lasting longer than thirty (30) days will be required to pay the entire premium amount, including the contribution that would be made by the Employer during active employment.

SECTION 18.9 RIGHT TO JOB RESTORATION AFTER LEAVES OF ABSENCE

Upon return from FMLA or Washington State PFLA leave, the employee will generally be restored to the same or an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. The Employer will determine whether an employee will be restored to the same position or to an equivalent position. If a layoff or other event occurs during FMLA or Washington State PFLA leave that would have changed or eliminated the employee's job had the employee not taken leave, the employee would have no greater rights than if the employee had been continuously employed. Employees on leaves other than FMLA or Washington State

PFLA leave or approved military leave are not guaranteed to be restored to their former or to an equivalent position unless otherwise specified by law. However, every reasonable effort will be made to return an employee to his/her position or to a position of similar status and pay for which the employee is qualified. Generally, an employee who fails to return to work after the expiration of an approved FMLA or Washington State PFLA leave will be considered to have voluntarily terminated employment, unless the employee is on an extended leave of absence that has been approved in writing or is off work because of an approved short-term disability or work-related injury.

SECTION 18.10 MILITARY LEAVE OF ABSENCE

The Employer will grant military leave in accordance with the provisions of the Uniformed Services Employment and Re-employment Rights Act of 1994 (USERRA) and all military leave acts applicable to state law. If employees wish to take military leave, they may contact Human Resources, which will provide you with details regarding the Employer's policy and answer any questions you might have.

SECTION 18.11 DOMESTIC VIOLENCE/SEXUAL ABUSE/STALKING LEAVE

The Employer will comply with Washington state's Domestic Violence Leave Act ("DVLA" - RCW 49.76). The Employer shall offer details about DVLA, the rights and benefits available to workers, and the procedures that workers must follow to utilize these benefits.

SECTION 18.12 UNION LEAVE (UNPAID)

Workers may request an unpaid leave of absence to perform work for the Union with thirty (30) days' notice to the Employer. Notice will include date on which union leave will begin and actual date of return to work. Such leaves may be for any duration up to six (6) months and may be extended by mutual consent. Seniority will continue to accrue during the leave of absence. The Employer will take the needs of the business into account but will not unreasonably withhold approval of such leave or extension. To the extent allowed by the business, the Employer shall return the worker to the same job and position that they held at any time they went on Union leave with no loss of seniority and with any intervening increases in wages or benefits applied as if they had been working.

With thirty (30) days' notice to the Employer, employees who are attending the Union's annual convention, the convention of SEIU, or who are requesting other short-term leave for Union business shall be granted unpaid release time for the duration of the Convention or event, not to exceed a total of five (5) working days. Such leave shall be granted on a first-come, first-serve basis. The Employer may limit the numbers of employees granted leave to no more than five (5). Employees on unpaid union leave may utilize any earned PTO while on leave.

SECTION 18.13 UNION LEAVE (PAID)

The Employer will designate two days per calendar year to grant leave to three (3) employees, jointly selected by the Labor Management Committee, to participate in Lobby Days. The Employer agrees to pay each employee a fifty-dollar (\$50.00) stipend when such employee(s) incurs lost wages for time spent in conjunction with such approved lobby days. Other employees may attend Lobby Days on their scheduled time off with no stipend.

ARTICLE 19: BEREAVEMENT LEAVE

Bereavement leave is granted in the event of a death in the employee's immediate family. "Immediate family" is defined as an employee's parent, stepparent, parent-in-law, brother or step-brother, sister or step-sister, spouse, partner, grandparent, grandchild, child, son/daughter-in-law, stepchild, niece or nephew, or any child living in the employee's household.

Bereavement leave must be arranged with and approved by the employee's supervisor and administrator.

Bereavement leave may be granted up to a maximum of three (3) scheduled working days. Bereavement leave will be granted only for those days the employee is regularly scheduled to work.

Bereavement leave will be granted for one (1) day for brother-in-law, sister-in-law, cousin, aunt, or uncle.

All approved bereavement leave on scheduled working days will be paid. Occasionally, additional time off may be needed for bereavement leave. In these circumstances, unpaid time off may be allowed, subject to facility needs and approval of the supervisor.

ARTICLE 20: JURY DUTY PAY

When an employee is summoned for jury duty, the employee must contact his or her supervisor immediately, but in no event less than (fourteen) 14 days prior to date on which the employee is required to report, unless the notice is issued with less than fourteen (14) days' notice.

Full-time and part-time employees are eligible for up to fifteen (15) days of jury duty pay for scheduled time missed. Compensation will be limited to the difference between the employee's regular straight time pay and any jury duty pay the employee has received.

When an employee is released from jury duty and all or part of the employee's scheduled work shift remains, the employee must contact his/her supervisor to determine whether it is necessary to report to work. In no case will an employee be required to serve on jury duty and work a combined total of more than 40 hours per week.

The above guidelines also apply to an employee required to attend a court hearing or other legal proceeding involving the Employer.

ARTICLE 21: NO-STRIKE CLAUSE

SECTION 21.1 DURING TERM

At no time, shall there be a strike at the facility organized under this Agreement. During the term of this Agreement or any written extension hereof, the Union, on behalf of its officers, agents and members, agrees that it will not cause, sanction or take part in any strike (whether it be economic, unfair labor practice, sympathy or otherwise), slowdown, walkout, sit-down, stoppage of work, slowing of work or boycott, coordinating of sickout, or any other activities which interfere, directly or indirectly, with the Employer's operations at this facility. The Employer agrees that there shall be no lockout at this facility during the life of this Agreement.

SECTION 21.2 DISCIPLINE OR DISCHARGE

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

SECTION 21.3 EMPLOYER NOTICE OF ACTION

Should any strike (whether it be economic, unfair labor practice, sympathy or otherwise),

slowdown, walkout, sit-down, picketing, stoppage of work, slowing of work or boycott, whether it be of a primary or secondary nature, and/or any other activity which interferes, directly or indirectly, with the Employer's operation and/or the operation of the facility, the Union, within twenty-four (24) hours of a request by the Employer, shall:

- A. Publicly disavow such action by the workers;
- B. Notify the workers of its disapproval of such action and instruct them to cease such action and return to work immediately;
- C. Post notices on Union bulletin boards advising that it disapproves such action and instructing workers to return to work immediately.

The Union's actions detailed above in A, B and C, and the performance thereof, shall relieve the Union of liability for any damages suffered by the Employer as a result of the violation of this Article of the collective bargaining agreement.

SECTION 21.4 DEFINITION OF STRIKE

The term "strike" shall include a failure to report for work because of a primary or secondary picket line at the Employer's premises, and any slowdown, sit down, walk out, sick out or any withholding of labor during working hours for any unexcused reason.

ARTICLE 22: GRIEVANCE PROCEDURE

Any grievance or dispute arising out of the application or meaning of the terms of this Agreement during the term of this Agreement and not specifically excluded from the grievance and arbitration procedure by this or any other provision of this Agreement shall be taken up in the manner set forth below.

Grievances must be presented in writing at every step. Such writing shall specify in detail the acts upon which the grievance is based, and the particular provisions of this Agreement allegedly violated by said acts. Failure to properly present a grievance in writing at this stage of the grievance procedure shall constitute a waiver of such grievance and bar all further action thereon. Failure on the part of the Employer to answer a grievance at any step shall not be deemed acquiescence thereto and the Union may proceed to the next step. Workers have a right

to Union representation for any grievance in dispute arising out the application of the Agreement. It is mutually understood and agreed that nothing herein will prevent a worker from discussing any problem with his/her supervisor or other representative of Management at any time, with or without his/her Union representative, prior to initiating a formal grievance. Failure to present a grievance within fourteen (14) calendar days of the date the Union or employee became aware of the issue shall nullify the grievance.

STEP I: The complaint must be presented to the appropriate supervisor (e.g. director of nursing or kitchen manager) within fourteen (14) calendar days from the date of the event giving rise to the concern, or the date the event became known or should have been known. A meeting shall be scheduled within fourteen (14) calendar days from the date of the filing date, unless waived or mutually extended by the parties. The Supervisor will respond within fourteen (14) calendar days of the Step I meeting to affected worker(s), advocate or the Union Field Representative, unless the Employer, making a reasonable effort to research the issue, notifies the complainant in writing of reasonable cause existing for further delay. The Step I response will settle the matter, unless appealed to Step II.

STEP II: If the matter is not resolved at Step I, it shall be presented to the Executive Director of Business Administration within fourteen (14) calendar days of the Step I response or from the time the Executive Director should have responded in Step I. The Union Field Representative or the advocate and the Facility Administrator shall arrange a mutually agreeable date to meet in person or by conference call for the purpose of attempting to settle the matter within fourteen (14) days of the escalation to Step II unless waived or mutually extended by the parties. The Executive Director shall respond to the written grievance in writing within fourteen (14) calendar days of the Step II meeting. The Step II response will settle the matter unless appealed to Step III (Arbitration as defined in Article 23), or the parties agree to optional mediation.

MEDIATION (optional): Mediation may be mutually agreed upon by the Union and the Employer to resolve grievances following Step II. A mediator shall be selected by mutual agreement of the Employer and the Union within fourteen (14) calendar days of advancement of a grievance to mediation, from a list of trained mediators provided by the Federal Mediation and Conciliation Service or by mutual agreement. The mediator shall hear the presentation of the grievance on a

mutually agreeable date in person or by conference call. The mediator shall issue a recommended solution within fourteen (14) calendar days of the presentation of the grievance. Should the mediated resolution be unacceptable to the Union, the Union shall reserve the right to proceed to arbitration. That Parties agree that the Mediator's recommended solution or comments and the parties' own proposals, comments and suggestions during mediation may not be referred to or used as evidence in any subsequent Arbitration process.

ARTICLE 23 ARBITRATION PROCEDURE

If a grievance is not settled under the Employer's grievance policy, the Union may refer it to arbitration within thirty (30) calendar days of the Employer's decision. The Union's request for arbitration must be made in writing by the thirtieth (30) day, after the Employer's answer to the last step in the grievance procedure has been served on the Union, or the grievance will be deemed to have been resolved on the basis of the Employer's last answer and will not be arbitrable. It is understood and agreed that decision of the Union not to exercise its right to request arbitration shall be final and binding upon the members of the bargaining unit, and further that the Union, through its designated representatives, has authority to settle any grievance at any step.

By mutual consent, the Union and the Employer may select a permanent Arbitrator or panel of Arbitrators who shall arbitrate grievances. In the event the parties have not selected an arbitrator or a panel, the parties shall request a panel of seven (7) regional arbitrators from FMCS and shall alternately strike from said panel to determine the arbitrator. The first strike shall be determined by a coin toss. The Union shall submit the unresolved grievance in writing to the Arbitrator with a copy to Employer.

The Arbitrator may consider and decide only the particular grievance presented to him in a written stipulation by the Employer and the Union, and his decision shall be based solely upon an interpretation of the provisions of this Agreement. The award of the Arbitrator so appointed shall be final and binding upon the parties. The Arbitrator shall have no authority to alter, amend, add to, subtract from or otherwise modify or change the terms and conditions of this Agreement. Only one grievance shall be submitted to the Arbitrator at a time, unless the parties mutually

agree otherwise.

The cost of arbitration, which shall include the fees and expenses of the Arbitrator, the Court Reporter and the transcript shall be borne equally by the parties. Each party shall pay any fees of its own representatives and witnesses for time lost.

Occurrences prior to the execution date or subsequent to the expiration date of this Agreement shall not be subject to arbitration.

ARTICLE 24: SEPARABILITY

In the event that any provision of this Agreement shall, at any time, be declared invalid or void by any court of competent jurisdiction or by any legislative enactment or by Federal or State statute enacted subsequent to the effective date of this Agreement, such decision, legislative enactment or statute shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid or void shall remain in full force and effect.

In the event that any decision, legislative enactment or statute shall have the effect of invalidating or voiding any provision of this Agreement, the parties hereto shall meet solely for the purpose of negotiating with respect to the matter covered by the provision which may have been so declared invalid or void.

ARTICLE 25: NOTICE OF SALE

In the event the nursing home covered by this Agreement is to be sold, assigned, leased or transferred, the Employer will notify the Union at least sixty (60) days prior to the transaction subject to SEC and other applicable laws and regulations. Such notice shall include the name, address, and contact information of the prospective new owner, assignee, lessee or transferee., and meet with the Union to negotiate over the effects of the transaction on bargaining unit workers.

When the Employer's notification to Union requirement is triggered above per a qualified transaction, the Employer shall also notify the prospective new owner, assignee, lessee, or transferee Successor in writing of the existence of this Labor Agreement and provide a copy of

this Collective Bargaining Agreement.

ARTICLE 26: COOPERATION, RESPECT AND DIGNITY

The Union recognizes that the Employer has the responsibility and obligation of providing proper nursing, medical and rehabilitative care for residents, and of carrying on vital and continuous programs in the field of research and education for the benefit of both such residents and the community at large.

It is the intent and purpose of the parties hereto that this Agreement will respect the responsibilities and obligations of the Employer and the Union, as well as the interests of its employees, and hours of work and conditions of employment for covered employees.

The Union and the Employer agree that as an integral part of providing high quality resident care, they will treat one another ethically and fairly and with dignity and respect regardless of position or profession. Both parties agree to exhibit personal, caring attitudes toward each other, including resident/family member and do so in ways that ensure courtesy, compassion, kindness and honesty.

The parties to this Agreement support and endorse the values of equity, personal dignity, respect, compassion, and excellence in their working relationships together and with respect to the residents served, regardless of race, color, religion, national origin, sex, gender orientation, gender identity, age, disability or other personal characteristics.

The Union, as the collective bargaining representative for the employees covered by this Agreement, agrees that it will cooperate with the Employer in the attainment of these goals.

ARTICLE 27: TRAINING

All Quality assurance and performance improvement recommendations by employees are to be submitted to the Quality Assurance Performance Improvement (QAPI) committee.

ARTICLE 28: RETIREMENT/401(K) PLAN

The Employer shall provide a 401(k) Retirement Employee Savings Plan for the term of this Agreement.

ARTICLE 29: HEALTH AND SAFETY

SECTION 29.1: SAFE AND HEALTHY WORKING ENVIRONMENT

The Employer recognizes the importance of providing a safe and healthy working environment to its employees. The Employer will comply with all applicable state health and safety rules as well as Occupational Safety and Health Administration (OSHA) regulations. Employees shall report any unsafe or hazardous conditions to the Employer immediately.

The Employer will provide employees information, including relevant care plans and behavioral support interventions, existing problem-solving tools, and strategies to improve safe care delivery.

SECTION 29.2: NON DISCRIMINATION AND ANTI-HARASSMENT, INCLUDING SEXUAL HARASSMENT

The Employer acknowledges all employees have the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits discriminatory practices, including harassment. Each employee must avoid any action or conduct which could be viewed as discrimination or harassment. All relationships among persons in the workplace will be businesslike and free of bias, prejudice, and harassment.

All employees are responsible for ensuring that the workplace is free from discriminatory harassment. All employees, both managers and co-workers, must avoid any action or conduct which could be viewed as discriminatory harassment. Prohibited Harassment can include verbal or physical conduct that shows overt or subtle hostility toward an individual based on that individual's protected class membership. Prohibited workplace harassment may entail:

- 1) harassment which occurs in cases in which employment decisions or treatment are based on submission to or rejection of unwelcome conduct, typically conduct of a sexual nature.
- 2) Offensive conduct based on one or more of the protected class and so severe or pervasive that it creates a hostile work environment or when it results in an adverse employment decision (e.g. employment termination or demotion).

Prohibited harassment can include, but is not limited to, derogatory comments, innuendoes, slurs, epithets or name calling, physical assaults or threats, intimidation, ridicule or mockery,

insults or put-downs, offensive objects or pictures and sabotaging the victim's work based on an individual protected class membership.

Sexual Harassment can occur in a variety of circumstances, including, but not limited to, the following:

The harasser can be the victim's supervisor, a supervisor in another area, an agent of the employer, a co-worker, a resident, or a non-employee like the relative or friend of a resident.

Sexual harassment, which can consist of a wide range of unwanted sexually directed behavior, is defined as:

Unwelcomed sexual advances, requests for sexual favors, or other verbal or physical conduct of sexual nature when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment.
2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or,
3. Such conduct has the purpose or result of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

Any person who feels he or she is being subjected to harassment should feel free to object to the behavior and should also report the behavior to their supervisor, or to the center's Administrator.

It is not necessary for any employee who feels that they are the subject of harassment to handle it themselves. If an employee feels harassed by another employee, by a customer(resident), vendor, or any other person whom he or she encounters in the course of employment, whether the opposite sex or same sex, and does not choose to deal with the problem directly, the employee should go directly to their supervisor. Further, any supervisor who receives an offensive behavior complaint or who has reason to believe offensive behavior is occurring shall report these concerns to the Administrator. If an employee feels harassed by a supervisory or management person, the employee should go directly to the center's Administrator.

All allegations of harassment will be investigated promptly, fairly, and completely. The facts shall

determine the response to each complaint. Depending upon seriousness of the violation, remedial action may range from an apology, counseling, transfer, verbal or written warning, discharge warning, or termination. Each situation will be handled as discreetly as possible. In the event that the offensive behavior reoccurs or if any retaliation results, the employee should immediately report it to their supervisor or the Administrator.

Employees should understand that this policy applies to each and every member and employee of the center, including all members of management, all full time, part time, and temporary employees. No retaliation or intimidation directed toward anyone who makes a complaint or provides information in connection with a harassment investigation will be tolerated.

Training of the Employer's policies around offensive behavior and harassment, reporting and no-retaliation policies will be provided to all employees upon hire and annually thereafter.

SECTION 29.3: SAFETY EQUIPMENT & SUPPLIES

No employee shall be required to provide appropriate safety equipment, supplies, or protective garments, including, but not limited to gloves and/or masks, at their own expense, to perform any task for a resident. The Employer shall provide both latex-free and powder-free options for gloves and shall dispense the gloves in such a manner as to safeguard the sterile conditions. If such a situation arises where there are insufficient appropriate supplies or materials, the employee will report the situation immediately to their supervisor and/or their department head. New PPE will be provided as often as needed, but not less than once per shift. Guidelines for N-95 masks will be provided per the most up-to-date guidance from the CDC, Department of Labor and Industries and/or Department of Health.

The Employer shall provide employees with any protective equipment recommended for nursing home employees by the Department of Labor and Industries and/or Department of Health.

SECTION 29.4: VACCINATIONS

For all employees not receiving health insurance coverage from the Employer, the Employer shall either provide directly at the request of the employee or reimburse employees for:

- An annual flu vaccine and any other recommended infectious disease vaccination, including COVID-19, tuberculosis (TB) and pneumonia; and

- Hepatitis A and B vaccinations for employees caring for high-risk residents.

ARTICLE 30: TERM OF AGREEMENT AND REOPENER

This Agreement shall become effective upon ratification and shall continue in full force and effect unless amended by mutual written agreement of the parties through the end of the term November 30, 2023 and year to year thereafter provided, however, that either party may serve written notice on the other at least ninety days (90) prior to the expiration date, or subsequent expiration anniversary, of its desire to amend any provision thereof.

	5/11/2021
Signed by the Employer	Date
	5/4/2021
Signed by the Union	Date

APPENDIX A: HIRING RATES

These minimum rates are intended for the start rate upon date of hire:

Position/Classification	Start Rate 2021
Non-Certified Aide (NAT/NAR)	\$15.50
Hospitality Aide	\$13.69
Dietary Aide/Dietary/Other Aides (0-1.99 years exp)	\$13.69
Dietary Aide/Dietary/Other Aides (2-4.99 years exp)	\$14.19
Dietary Aide/Dietary/Other Aides (5-6.99) years exp)	\$14.69

Dietary Aide/Dietary/Other Aides (7+ years exp)	\$15.19
Cook (0-1.99 years exp)	\$15.50
Cook (2-4.99 years exp)	\$16.00
Cook (5-6.99 years exp)	\$16.50
Cook (7+ years exp)	\$17.50
CNA/NAC/STNA (0-1.99 years exp)	\$16.50
CNA/NAC/STNA (2-4.99 years exp)	\$17.00
CNA/NAC/STNA (5-6.99 years exp)	\$17.50
CNA/NAC/STNA (7+ years exp)	\$18.00

No newly hired employee will be paid at a higher rate than incumbent employees with the same experience. If the employer hires a new employee recognizing their experience at a rate higher than a rate on the grid, current employees with the same experience will have their rate increase to match the rate of the new employee.

On January 1 of each year, the hiring rate for each classification and relevant experience will be increased by the same amount as the Washington State Minimum Wage.