

Collective Bargaining Agreement

between

SEIU 775

and

EmpRes Missoula

Effective June 30, 2021 to June 30, 2023

Contents

| | |
|--|----|
| ARTICLE 1: RECOGNITION | 7 |
| ARTICLE 2: MANAGEMENT RIGHTS..... | 7 |
| ARTICLE 3: UNION RIGHTS | 8 |
| Section 3.1: Access To Premises | 8 |
| Section 3.2: Advocates And Executive Board Members | 9 |
| Section 3.2.1 Advocates..... | 9 |
| Section 3.2.2 Union Executive Board Members | 9 |
| Section 3.3: Personnel Files | 9 |
| Section 3.4: Bulletin Board..... | 10 |
| Section 3.5: Access To New Bargaining Unit Employees/New Employee Orientation..... | 10 |
| ARTICLE 4: LABOR-MANAGEMENT COMMITTEE | 10 |
| Section 4.1: Statement Of Intent | 10 |
| Section 4.2: Labor Management Committee..... | 10 |
| Section 4.3: Committee Reports..... | 11 |
| Section 4.4: Committee Minutes or a summary..... | 11 |
| ARTICLE 5: UNION MEMBERSHIP AND VOLUNTARY ASSIGNMENT OF WAGES | 11 |
| Section 5.2: Religious Objection | 11 |
| Section 5.2: Discharge For Failure To Meet Obligations..... | 12 |
| Section 5.3: Payroll Deductions | 12 |
| 5.3.1 Dues Deductions | 12 |
| 5.3.2 Cope Deductions | 12 |
| 5.3.3 OTHER VOLUNTARY Deductions | 12 |
| 5.3.4 ELECTRONIC SIGNATURE..... | 12 |
| Section 5.4: Bargaining Unit Information | 13 |
| 5.4.1 Roster | 13 |
| 5.4.2 Updated Member Information | 13 |
| ARTICLE 6: NO DISCRIMINATION | 13 |
| Section 6.1: General Provisions | 13 |
| Section 6.2: Gendered Language | 14 |
| Section 6.3: Privacy Rights and the Department of Homeland Security | 14 |
| ARTICLE 7: DEFINITIONS..... | 15 |

Section 7.1: Probationary Employee..... 15

Section 7.2: Regular Full-Time Employee 15

Section 7.3: Regular Part-Time Employee 15

SECTION 7.4: INTERMITTENT EMPLOYEE 15

ARTICLE 8: SENIORITY 15

Section 8.1: Seniority Definition And Accrual 15

Section 8.2: Termination Of Seniority..... 16

ARTICLE 9: LAYOFF AND LOW CENSUS 16

Section 9.1: Definition Of Layoff..... 16

9.1.1 Layoff..... 17

Section 9.2: Bumping 17

Section 9.3: Recall 17

9.3.1. Recall Notice 17

9.3.2 Notice Of Termination Or Layoff..... 17

Section 9.4: Facility Closure 17

9.4.1 Job Fair 17

Section 9.5: Low Census Definition..... 18

ARTICLE 10: HOURS OF WORK, OVERTIME, SCHEDULING, MEAL AND REST PERIODS, PAY PERIODS, AND PAY DAYS..... 18

Section 10.1: Work Day And Work Week 19

Section 10.2: Overtime 19

Section 10.3: Mandatory Overtime 19

section 10.4: Meal And Rest Periods 19

Section 10.5: Work Schedules..... 20

Section 10.6: Split Or Rotated Shifts 20

SECTION 10.7: Available hours of work 20

Section 10.8: Availability Of Extra Shifts 20

Section 10.9: Requested Time Off 21

Section 10.10: Alternate Schedules 21

Section 10.11: New Work Shift 21

Section 10.12: Pay Periods and Pay Days 21

Section 10.13: Paycheck Errors..... 21

ARTICLE 11: EMPLOYMENT PRACTICES 22

| | |
|--|----|
| Section 11.1: Job Descriptions | 22 |
| Section 11.2: Vacancies And Job Posting | 22 |
| Section 11.3: Evaluations | 22 |
| Section 11.4: Orientation | 22 |
| Section 11.5: In-Service Education..... | 22 |
| Section 11.6: Mutual Respect | 23 |
| ARTICLE 12: DISCIPLINE, DISCHARGE, AND JUST CAUSE..... | 23 |
| File Materials..... | 24 |
| Employee Signatures..... | 24 |
| ARTICLE 13: HOLIDAYS | 24 |
| SECTION 13.1: Personal Holiday | 24 |
| Section 13.2: Recognized Holidays | 24 |
| ARTICLE 14: VACATION AND PAID TIME OFF | 25 |
| Section 14.2: Vacation | 25 |
| 14.1 General Vacation Provision..... | 25 |
| SECTION 14.2 Vacation Accrual Rates..... | 25 |
| SECTION 14.4 Vacation Payout | 25 |
| SECTION 14.5 Maximum Vacation Accrual | 26 |
| SECTION 14.6 Vacation Schedule Posting..... | 26 |
| Section 14.7: Cash Out of Vacation..... | 26 |
| Section 14.3: Personal Holiday | 26 |
| Section 14.4 Sick Leave | 27 |
| SECTION 14.5.1 ELIGIBILITY..... | 27 |
| Section 14.6: Vacation Leave Donation Program | 27 |
| ARTICLE 16: RETIREMENT SAVINGS PROGRAM | 27 |
| ARTICLE 17: INSURED BENEFITS..... | 27 |
| SECTION 17.1 General Benefit Eligibility..... | 27 |
| Section 17.2: COVERAGE..... | 28 |
| Section 17.3: Future Medical Plans..... | 28 |
| ARTICLE 18: WAGES | 28 |
| Section 18.1: Report Pay..... | 28 |
| Section 18.2: New Positions..... | 28 |
| Section 18.3: Rehire | 28 |

| | |
|---|----|
| section 18.4: Work In A Higher Classification | 29 |
| Section 18.5: Wages adjustments..... | 29 |
| section 18.6 Above Scale Increases | 29 |
| SECTION 18.6.1 Recognition for Relevant Experience | 29 |
| Section 18.7: Anniversary Increases | 30 |
| Section 18.8: Differentials..... | 30 |
| SECTION 18.8.1 “Charge” or “Senior” Differential..... | 30 |
| Section 18.9: No Wage Reduction | 30 |
| Section 18.10: Minimum Wage..... | 30 |
| Section 18.11: Pay in Lieu of Benefits – General Consideration and Administration..... | 30 |
| SECTION 18.12: INCENTIVES | 31 |
| ARTICLE 19: LEAVES OF ABSENCE | 31 |
| Section 19.1: Jury Duty Leave | 31 |
| Section 19.2: Military Leave..... | 31 |
| Section 19.3: Family Medical Leave Act Compliance..... | 31 |
| section 19.3.1 FMLA General provisions..... | 32 |
| Section 19.4: Maternity/Health Leave at Enumclaw Health and Rehabilitation Center | 32 |
| Section 19.5: Bereavement Leave | 32 |
| Section 19.6: Emergency Leave | 33 |
| Section 19.7: Personal Leave | 33 |
| Section 19.8: Industrial Injury Leave..... | 33 |
| Section 19.9: Union Leave..... | 33 |
| section 19.9.1 Extended Union Leave..... | 33 |
| section 19.9.2 Short Union Leave (Unpaid) | 34 |
| section 19.9.3 Short Union Leave (Paid)..... | 35 |
| Section 19.10: Military Caregiver Leave | 35 |
| Section 19.13: Benefits During Leave | 35 |
| ARTICLE 20: WORKERS COMPENSATION INSURANCE | 35 |
| ARTICLE 21: GRIEVANCE PROCEDURE..... | 36 |
| Section 21.1: Intent..... | 36 |
| Section 21.2: Definition Of A Grievance | 36 |
| Section 21.3: Grievance Time Limits..... | 36 |
| Section 21.4: Grievance Procedure..... | 36 |

Mediation (Optional) 37

Step III: Arbitration..... 37

ARTICLE 22: SUBCONTRACTORS 37

ARTICLE 23: HEALTH AND SAFETY..... 38

ARTICLE 24: SEPARABILITY 38

ARTICLE 25: NO STRIKE, NO LOCKOUT 38

ARTICLE 27: TERM OF AGREEMENT 39

ARTICLE 28: COLLECTIVE BARGAINING AGREEMENT TRAINING 39

ARTICLE 29: LONGEVITY BONUS 39

ARTICLE 30: HEALTH AND SAFETY..... 40

SECTION 30.1 SAFE AND HEALTHY WORKING ENVIRONMENT 40

SECTION 30.2 OFFENSIVE BEHAVIOR, NON-DISCRIMINATION AND ANTI-HARASSMENT, INCLUDING
SEXUAL HARRASMENT 41

SECTION 30.2 SAFETY EQUIPMENT & SUPPLIES 43

SECTION 30.3 VACCINATIONS..... 43

ARTICLE 1: RECOGNITION

This Agreement is between Evergreen at Missoula, L.L.C. (“Missoula”) (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 classifications as a single bargaining unit:

Regular full-time, part-time and intermittent Certified Nurse Assistants (NACs), Restorative Aides (RAs) Lead Certified Nurse Assistants (Lead NACs), Non-Certified Aides (NATs), Activities Aides, Shower Aides, Medical Assistant/Tech, Cooks, Dietary Aides, Transport Driver, Maintenance Assistant, Housekeeping Aides, Laundry Aides employed by the Employer at: Evergreen at Missoula, L.L.C. D/b/a EmpRes Missoula Health and Rehabilitation Center 3018 Rattlesnake Drive Missoula, MT 59802

If the work of a transport driver is being performed by a bargaining unit position, then the position is in the bargaining unit. If the transport driver duties are generally assigned to the director or manager of the department, the position is not in the bargaining unit. This applies to the position and not to individual shifts.

ARTICLE 2: MANAGEMENT RIGHTS

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. The Employer shall have the right to propose to modify the terms or 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 right to manage includes, but is not limited to, the right to hire, assign, transfer, promote, demote, layoff, suspend, discharge and discipline Bargaining Unit Employees for just cause; select and determine the number of its Bargaining Unit Employees, including the numbers assigned to any particular work; 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 Bargaining Unit Employees; promulgate, post and enforce reasonable rules and regulations governing the conduct and act of bargaining unit employees during working hours; require that duties other than those normally assigned to be performed temporarily for coverage if necessary; select supervisory Bargaining Unit Employees, train Bargaining Unit Employees; discontinue or reorganize or combine any department or branch of operation with any consequent reduction or other change in the work force; establish, change, combine or abolish job classifications and transfer Bargaining Unit 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 Bargaining Unit Employees, and in all respect carry out, in addition, the ordinary and customary functions of management.

The Employers' 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 Agreements' 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.

The Employer has the right to schedule its non-bargaining unit employees 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.

ARTICLE 3: UNION RIGHTS

SECTION 3.1: ACCESS TO PREMISES

A duly authorized representative of the Union may visit the premises of the Employer for bona fide Union business concerning employees covered by this Agreement. Upon arrival at the facility, the Union Representative will notify the Executive Director or other person in charge. The Union representative shall have access to any bargaining unit employee in the non-work and nonresident areas, so long as it will not interfere with employee performance or disrupt residents or guests. The Union agrees to provide the Employer with a list of representatives, stewards and

officers and to maintain the list in current status.

SECTION 3.2: ADVOCATES AND EXECUTIVE BOARD MEMBERS

SECTION 3.2.1 ADVOCATES

The Union may select 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. Upon completion of the meeting, an Advocate will report back to his/her supervisor. Unless otherwise agreed to by the Employer, 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 paid release time in each facility annually for Advocate Training. Sufficient advance notice shall be provided to the Employer to ensure adequate staffing levels on the date of the training. Subject to appropriate advance notice and scheduling requirements, up to a total of four (4) Advocates per calendar year per facility shall be granted one (1) day, eight (8) hours, unpaid time, except that an employee may choose to utilize any earned paid time off (i.e. vacation), to attend Union sponsored training in leadership, representation and dispute resolution.

An advocate may communicate with the Union office by telephone during working time after first obtaining the permission of his/her immediate supervisor or other representative of the Employer. Such permission shall not be unreasonably denied. The Union office may communicate with an advocate during working hours by telephoning the Advocate's immediate supervisor or department manager. Such calls to an advocate shall be limited to two (2) calls per day of ten (10) minutes in duration.

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

SECTION 3.2.2 UNION EXECUTIVE BOARD MEMBERS

Subject to appropriate advance notice and scheduling requirements, up to two (2) employees from the bargaining unit that are serving as Union Executive Board Members shall be granted unpaid time, except that an employee may choose to utilize any earned paid time off (i.e. vacation), to attend the Union Convention. The Union will provide the Employer written notice of any bargaining unit employees serving as a Union Executive Board Members.

SECTION 3.3: PERSONNEL FILES

Each employee shall have access to his/her personnel file. The employee may view this file in the presence of a management representative upon request. Files must be made available within forty-eight (48) hours of the employee's request. This time is exclusive of weekends or recognized holidays. References to other person(s) found in any file(s) may be omitted for confidentiality if not forming a basis for discipline. Employees will be given the opportunity to provide a written rebuttal, to be placed in their file, to any materials that are a part of their file.

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 at least thirty (30) minutes with new bargaining unit employees with the intention to orient them to the Agreement, sign the membership card and other union business or activities during their new employee orientation. In the event scheduling does not allow a representative of the Union to attend the orientation, a Union Representative or Advocate will be allowed thirty (30) minutes to meet with each new employee during the new employees' work shift. Member Advocates conducting orientation work shall be paid for that time.

ARTICLE 4: LABOR-MANAGEMENT COMMITTEE

SECTION 4.1: STATEMENT OF INTENT

The Union and the Employer jointly recognize and embrace their common goal of providing quality long term care to the residents in an atmosphere of dignity and respect. The Union and Employer agree to strive to meet the philosophy of caring for all residents and their families, and all employees and their communities. The Employer and Union commit to work together to provide excellence in service, to treat all residents, their family members, and all employees with dignity and respect at all times.

SECTION 4.2: LABOR MANAGEMENT COMMITTEE

Labor Management Committees (LMC) will be formed at each facility and will be comprised of between three (3) and five (5) members chosen by the Union of which all but one member shall be bargaining unit employees and three (3) members of management. The purpose of the LMC is to foster ongoing communication during the term of this Agreement and to address issues of mutual interest. Grievance adjustment or subjects of bargaining shall not be referred to the LMC unless by specific agreement between the Union and the Employer. Subjects to be discussed and meeting times shall be by mutual agreement. LMCs shall meet as often as needed as determined by the Labor Management Committee at each individual Center, but no less than quarterly, unless by mutual agreement. All bargaining unit employees shall be compensated at their regular rate of pay for time spent at Labor Management Committees.

In general, the LMC shall make recommendations on the following items:

- Staffing/Scheduling
- Health and Safety

SECTION 4.3: COMMITTEE REPORTS

The Committee shall request, but the Administrator must approve, reports relevant to the matter of resident care issues which are not protected by privacy rights or legal confidentiality. Any information received by the committee is strictly confidential and will not be shared with anyone outside of the facility.

SECTION 4.4: COMMITTEE MINUTES OR A SUMMARY

Minutes of the meeting will be kept and posted on the Union's bulletin board. As determined by the co-chairs, if the Committee has a specific advisory recommendation, it shall be referred in writing directly to the Administrator. The Administrator shall respond in writing to the Committee with what action is taken with respect to the recommendation and the reasons therefore. The response shall be made as promptly as the nature of the recommendation and investigation allow.

ARTICLE 5: UNION MEMBERSHIP AND VOLUNTARY ASSIGNMENT OF WAGES

SECTION 5.1 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 5.3. 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, forward a copy to the Vancouver Office Payroll Department and send the original to the Union.

SECTION 5.2: RELIGIOUS OBJECTION

It is the intent of this Agreement that the provisions of this Article safeguard the right of employees to remain non-members based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member. Any employee who claims a right of non-association based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member shall provide written notice of that claim to the Union, and shall arrange with the Union to make alternative payments in lieu of the payments required for Union membership to a nonreligious charitable organization (a 501 (c) (3) organization as defined by statute) of the employee's choice. Such employees shall pay an amount of money equal to the periodic dues and fees uniformly required under Section 1 of this Article. Failure to satisfy this alternative payment shall result in discharge from employment, pursuant to Section 5.3 of this

Article. The Employer shall not be financially liable for any failure of the affected employee or the Union to remit payments to the nonreligious charity.

SECTION 5.2: 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 5.3: PAYROLL DEDUCTIONS

5.3.1 DUES DEDUCTIONS

The Employer shall deduct uniform dues from the pay of each member of the Union who voluntarily executes a wage assignment authorization form, as provided by the Union. When filed with the Employer, the authorization form will be honored in accordance with its terms. Deductions will be transmitted to the Union by check payable to its order, within fifteen (15) 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.

5.3.2 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. 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.

5.3.3 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.

5.3.4 ELECTRONIC SIGNATURE

The parties acknowledge and agree that the terms "authorize," "authorized", "authorization

form” and “written authorization,” as used in this Agreement, include without limitation authorizations created and maintained by use of electronic records and electronic signatures consistent with state and federal law. The Union, therefore, may use electronic records to verify Union membership, authorization for voluntary deduction of Union dues and fees from wages or payments for remittance to the Union, and authorization for voluntary deductions from wages or payments for remittance to the Political Accountability Fund (COPE), subject to the requirements of state and federal law. The Employer shall accept confirmations from the Union that the Union possesses electronic records of such membership and give full force and effect to such authorizations as “written authorization” for purposes of this Agreement.

SECTION 5.4: BARGAINING UNIT INFORMATION

5.4.1 ROSTER

By the fifteenth (15th) 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, hours worked per pay period, gross earnings per pay period and the amount of dues and COPE contributions 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. As the Employer progresses in obtaining shift and email information, this information will be shared with the Union as part of the above referenced list.

5.4.2 UPDATED MEMBER INFORMATION

By the fifteenth (15th) of each month, the Employer shall also send a list of those persons covered by this Agreement who were hired during the prior pay period or terminated since the last roster report. Should reported information not be readily available, the Employer agrees to coordinate with the Union to periodically update or reconcile bargaining unit employee information. This information shall include first name, last name, home address, telephone number(s) (home and mobile, if available), Social Security number, gender, wage rate(s), job classification, FTE status, date of hire and date of termination. The Employer shall also furnish the Union by the fifteenth (15th) of each month with a list of employees identifying bargaining unit employees since the last report and status if available (i.e. on leave of absence, terminated out of the bargaining unit, new hires), inclusive of the employee’s names, Social Security number and status. (MOU) Within ninety (90) days of the ratification of the Agreement the Employer agrees to meet with a Union Representative to determine if there exists a way to create a way to create a report which will provide the Union with the following data for each Center: earning amounts by hourly wages, shift differentials and any other differentials which may apply. The Employer shall provide this list securely in a common electronic format agreed upon by the Employer and the Union.

ARTICLE 6: NO DISCRIMINATION

SECTION 6.1: GENERAL PROVISIONS

No employee or applicant for employment covered by this Agreement shall be discriminated

against because of membership in the Union or activities on behalf of the Union. Neither the Employer nor the Union shall unlawfully discriminate for or against any employee or applicant covered by this Agreement on account of race, color, religious creed, national or tribal origin, lawful political affiliation, disability (as defined by the Americans with Disabilities Act, as amended), sexual orientation, gender, gender identity, gender expression, age, marital status, veteran's status (as defined by USERRA) or any protected class protected by law.

SECTION 6.2: GENDERED LANGUAGE

Wherever the masculine provision is used in this Agreement, it is understood that it applies to the feminine as well.

SECTION 6.3: PRIVACY RIGHTS AND THE DEPARTMENT OF HOMELAND SECURITY

The Union is obligated to represent all Employees without discrimination based upon national or ethnic origin. The Union is therefore obligated to protect Employees against violations of their legal rights occurring in the workplace, including unreasonable search and seizure. The Operator 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 18 immediately upon receiving notice from the D.H.S., or when an 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 Employees with documentation or Social Security problems. To the extent permitted by law, the Employer shall not infringe the privacy rights of Employees, without their express consent, by revealing to the D.H.S. any Employee's name, address or other similar information. To the extent permitted by law, the Employer shall notify the affected Employee and the Union in the event it furnished such information to the D.H.S. To the extent permitted by law, the Employer may provide paid or unpaid leaves of absences for any 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 section 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:

- The worker (hired on or before November 6, 1986) has been working under a name or social security number other than their own;
- 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; c) 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 7: DEFINITIONS

SECTION 7.1: PROBATIONARY EMPLOYEE

An employee shall be considered probationary during the first ninety (90) calendar days of employment. With notification to the Union and mutual agreement of the employee, the Employer may extend the probationary period for up to thirty (30) days. Such extension must be presented to the worker and the worker advocate or Union field representative in writing, along with a written explanation of the reason(s) for the extension. The Employer shall not unreasonably or arbitrarily extend a probationary period beyond the initial ninety (90) days. During the Probationary Period an employee may be disciplined or discharged in accordance with local, state and federal law, with or without Just Cause and without recourse to the Grievance and Arbitration Procedure.

SECTION 7.2: REGULAR FULL-TIME EMPLOYEE

A full-time employee is an employee who is regularly paid for an average of thirty (30) or more hours per week. Full-time employees are eligible to participate in the facility's medical and dental plans as well as the facility's vacation, holiday, personal day, jury duty, bereavement and sick leave programs.

SECTION 7.3: REGULAR PART-TIME EMPLOYEE

A part-time employee is an employee who is regularly paid for an average of twenty (20) or more but less than thirty (30) hours per week. Part-time employees are not eligible to participate in the facility's medical or dental plans. Part-time employees are eligible to participate in the facility's vacation, holiday, personal day, jury duty, bereavement and sick leave programs on a pro-rated basis.

SECTION 7.4: INTERMITTENT EMPLOYEE

An intermittent employee is an employee who is regularly paid for an average of less than twenty (20) hours per week. Intermittent employees are not eligible for any benefits with the exception of sick leave and receipt of premium pay for working any of the holidays recognized by the Agreement. The hours worked by an intermittent employee may be either scheduled or unscheduled.

ARTICLE 8: SENIORITY

SECTION 8.1: SENIORITY DEFINITION AND ACCRUAL

For the purposes of this Agreement, seniority is defined as an employee's continuous length of service with the facility from his/her most recent date of hire. The seniority date will be used for seniority purposes under this Agreement, including payroll, benefits and other specified areas.

Seniority shall accrue and not be lost during an employee's vacation.

An employee shall not accrue seniority while on layoff or on an unpaid leave of absence which exceeds 12 weeks.

SECTION 8.2: TERMINATION OF SENIORITY

An Employee shall lose accumulated seniority and seniority shall be broken for any of the following reasons:

- A. Voluntary quit
- B. Discharge for Just Cause
- C. Failure to report to work after a layoff, within three (3) calendar days after receipt of the written notice of recall sent by the Employer to the Employee at his/her last address of record on file with the Employer or ten (10) days after written notice of recall is sent to the address that was last provided by the Employee by certified mail
- D. Layoff which extends (a) in excess of twelve (12) consecutive months, or (b) for the period of the Employee's length of service, whichever is less
- E. Unauthorized failure to report to work at the expiration of a leave of absence pursuant to this Agreement

An Employee whose seniority is lost for any of the reasons outlined above shall be considered as a new Employee if the Employer again employs him or her. An employee who is re-hired within 3 months of their separation date will retain their rate of pay or be placed on the appropriate step of the wage scale, whichever is greater.

It shall be the responsibility of the Employee to keep the Employer informed of his/her present address and telephone number and to notify the Employer, in writing, of any such changes within three (3) weeks of the date of change.

ARTICLE 9: LAYOFF AND LOW CENSUS

SECTION 9.1: DEFINITION OF LAYOFF

Layoff shall be defined as the period following twenty-one (21) or more continuous working days in which there was not sufficient work to maintain the previous staffing level with regard to the work performed by the bargaining unit employees.

9.1.1 LAYOFF

In the event of layoff, employees shall be laid off by classification in reverse order of seniority (the least senior employee will be laid off first, then the next least senior employee). The Employer shall notify the Union, in writing, not less than fourteen (14) calendar days before the layoff of a bargaining unit employee. Upon request, the Employer and the Union will meet and negotiate the impacts of the reduction.

SECTION 9.2: BUMPING

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. A laid off employee may combine the jobs of two (2) less senior employees in the same classification, provided there is no conflict in schedule.

SECTION 9.3: RECALL

In case of recall, the Employee who was laid off last is to be recalled first, provided such Employee is qualified to perform the job or jobs in his classification to be filled through recall. Recalls for periods of less than four (4) days for emergencies are excluded from the application of seniority.

9.3.1. RECALL NOTICE

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. A copy of the letter shall be sent to the Union.

9.3.2 NOTICE OF TERMINATION OR LAYOFF

Except in the case of discharge for just cause, regular Employees shall be entitled to fourteen (14) calendar days' notice of termination or layoff or pay in lieu thereof.

SECTION 9.4: FACILITY CLOSURE

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 subsequent state legislation), which provides a sixty (60) day notice of closure or pay in lieu of notice.

9.4.1 JOB FAIR

The Employer shall work with the Union to set up a "Job Fair", providing area Employers an opportunity to recruit the Employees who are being laid off, and publicizing the assistance of programs for dislocated Employees.

SECTION 9.5: LOW CENSUS DEFINITION

Low census shall be defined as a decline in patient care requirements resulting in a temporary staff decrease. Reductions of hours due to low census do not have any notice requirements. After the schedule is posted, in the event the Employer reduces the workforce in a job classification on a given shift due to low census, scheduled hours will be reduced in the following order:

First Cut: Agency Personnel

Next Cut: Employees working in overtime pay condition

Next Cut: Employees working a scheduled extra pickup shift which will result in overtime during the pay period

Next Cut: Volunteers

Next Cut: Employees working a scheduled extra pickup shift which will not result in overtime during the pay period

Next Cut: Intermittent employees

Next Cut: Non-voluntary rotational cut of full-time and part-time employees in a job classification on the affected shift, starting with the lowest seniority. Assignments of low census days shall be rotated among the staff in affected departments so that no employee in a department working on that particular day shall be required to take a second low census day until all employees in the department working that day have taken a low census day.

Nothing herein shall authorize the employer to schedule its employees as “low census” in advance, requiring them to be available for work on their scheduled day off or to remain available for work until the start of the shift.

The reduction in hours may be spread in smaller increments among all the employees on an affected shift (i.e., all receive a one hour reduction in scheduled shift). If the reduction requires individual employees to be reduced by a full shift, after all employees in a department working have taken a low census day then the rotation will begin again with the least senior employee. An employee who volunteers to take a low census day shall be regarded for the purpose of rotation to have been assigned that day as a low census day. Nothing herein shall limit the number of low census days an employee may accept as a volunteer. Low census days shall be without compensation. Employees subject to low census may elect to utilize earned PTO or vacation benefits which are otherwise available for scheduling. Quarterly, on November 1, February 1, May 1 and August 1, the cycle of applying cut hours will start over.

ARTICLE 10: HOURS OF WORK, OVERTIME, SCHEDULING, MEAL AND REST PERIODS, PAY PERIODS, AND PAY DAYS

SECTION 10.1: WORK DAY AND WORK WEEK

The normal work day shall consist of up to 8 hours of work within a 24-hour period. The normal work week shall consist of up to 40 hours of work within a 7-day period. The Employer may define the work week on an individual, department, shift or facility basis in accordance with Federal and State law.

SECTION 10.2: 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 differential. 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.

Any employee required to work over eight (8) hours on any double shifts or split double shifts of at least two (2) hours or more shall be paid at the overtime rate of pay.

Any employee who requests to be regularly scheduled 12 hour shifts may choose to waive the above overtime requirement for double or split shifts.

Any employee required to work more than ten (10) consecutive days shall receive the overtime rate of pay beginning with the eleventh (11th) consecutive day of work and continuing until the employee receives at least one (1) day off. If an employee volunteers to fill an open shift, this will not be considered “required” by the employer for purposes of this Section.

SECTION 10.3: 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. weather, childcare requirements). There shall be no expectation that any one employee will be mandated more than once during their rotation.

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 his/her 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. The employee shall state such refusal in writing to his/her immediate supervisor, and state the date or shift time when s/he will be willing to resume taking shift assignments. There will be no retaliation for such refusal of mandatory overtime.

SECTION 10.4: MEAL AND REST PERIODS

Except as specified below, all employees shall receive an unpaid duty-free meal period of at least

thirty (30) minutes. Meal periods shall be paid when the employee is required by the Employer to interrupt the meal period in order to work or to remain at a prescribed work site in the interest of the Employer. Remaining in the facility in the employee lounge is not a work site. All employees shall be allowed a rest period of not less than fifteen (15) minutes on the Employer's time for each four (4) hours of working time. Rest periods shall be scheduled as near as possible to the midpoint of the work period. During fifteen (15) minute rest periods, employees shall remain at the facility.

SECTION 10.5: WORK SCHEDULES

Work schedules shall be posted monthly and shall be posted as early as practical but no later than ten (10) calendar days preceding the first of the month in which the schedule is effective. Posted schedules will only be changed in low census conditions, extraordinary circumstances, or by mutual consent. If changes are needed the Employer shall notify the Employee prior to any changes being made. If changes are made to the posted schedule more than three times in two (2) weeks, the Employer shall notify the Union in writing of such changes and meet to discuss, if requested by the Union.

If an Employee wishes to change a scheduled day with another Employee, both must sign a written request, and it must be approved by their supervisor. Such changes may result in overtime if approved by a supervisor. Except by mutual agreement, no changes to the posted schedule will be made to avoid the payment of overtime. Such agreement shall be in writing. Work schedules shall be filled by the Employee with the longest seniority (as defined in Article 8 – Seniority).

SECTION 10.6: SPLIT OR ROTATED SHIFTS

No employee shall be required to work a split or mandated rotated shift. No Employee covered by this Agreement will be assigned or scheduled to work a split shift except by his or her own request. If requested to do so, an Employee may either accept or decline that request without fear of disciplinary action. For the purposes of this section, a split shift shall be defined as an Employee working more than one shift within a calendar day. This paragraph does not apply to Individuals working on modified duty due to a work-related injury.

SECTION 10.7: AVAILABLE HOURS OF WORK

Seniority of the employees will be the determining factor in the assignment of regular full-time and part-time hours by the employer.

SECTION 10.8: AVAILABILITY OF EXTRA SHIFTS

The Employer will fill extra shifts that become known to Employer at least seven (7) days in advance of that shift by posting a list of open shifts with space for Bargaining Unit Employees to sign up for those shifts. If more than one Bargaining Unit Employee signs up for the same shift, then that shift will be assigned to the competing Bargaining Unit Employee in rotating Seniority order. If no Bargaining Unit Employee signs up for the shifts at least two (2) days prior to the shift,

such shifts shall first be offered to qualified Bargaining Unit Employees in rotating seniority order, with the following consideration: the Employer will make all reasonable efforts before calling off-duty Employees at home. The Employer will maintain a log (available upon request) documenting its efforts to contact off-duty Bargaining Unit Employees, then the Employer may assign those shifts through the method below: Part-time and on-call Employees desiring additional hours up to full time shall notify the Department Head in writing. Subject to the Employee's ability to do the work and availability, part-time Employees will be offered additional straight time hours on a temporary basis, in seniority order before on-call Employees are utilized.

SECTION 10.9: REQUESTED TIME OFF

Management will respond in writing to an Employee's leave requests within seven (7) calendar days of receipt of the employee's written request to confirm with the employee whether the leave is denied or approved. Employees shall make a good faith effort to submit leave requests prior to the posting of a new schedule. Paid time off requests made more than one (1) month in advance shall not be unreasonably denied. Written requests for PTO may be made up to six (6) months in advance of the requested time off.

SECTION 10.10: ALTERNATE SCHEDULES

Alternate schedules of work consistent with State and Federal laws may be established by mutual written agreement between the Employer and the Union. This section applies may apply to work schedules of an individual employee or a department.

SECTION 10.11: NEW WORK SHIFT

Fourteen (14) calendar days before the Employer implements a new work shift for employees, the Employer shall inform affected employees about the new shift. It is understood that this section only applies to the creation of new shifts, and not to employee shift assignment.

SECTION 10.12: PAY PERIODS AND PAY DAYS

Employees will receive paychecks on the tenth (10th) of the month for all hours worked from the sixteenth (16th) through the last day of the previous month and on the twenty-fifth (25th) of the month for all hours worked from the first (1st) of the month through the fifteenth (15th) day of that month. When a payday falls on a Saturday or a Sunday, the paychecks will be distributed on the preceding Friday. When either the 10th or the 25th falls on a Monday Holiday, paychecks will be distributed the preceding Friday.

SECTION 10.13: PAYCHECK ERRORS

Should an employee discover an error in his/her paycheck within two (2) business days from when the check was issued, the Employer shall correct the error as soon as possible but no later than three (3) business days after the error was presented. If the employee discovers the error after three (3) business days from when the check was issued, the Employer will correct the error by the next payroll period.

ARTICLE 11: EMPLOYMENT PRACTICES

SECTION 11.1: JOB DESCRIPTIONS

The Employer shall maintain job descriptions for all positions covered by this Agreement. Upon employment, the Employer shall provide a job description to an employee for the position into which he/she has been hired. The Employer shall furnish the Union with job descriptions for all classifications in the bargaining unit, including any modifications or revisions of such job descriptions. The Employer agrees to give titles to positions that most clearly indicate the nature of the work performed and will place these positions in the same pay group as other comparable positions.

SECTION 11.2: VACANCIES AND JOB POSTING

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. Vacant bargaining unit positions on a given shift will be posted on a designated space for five (5) calendar days to give current qualified employees on other shifts or departments the opportunity to apply for the open position. Seniority of current qualified employees will prevail in selection for shifts or positions. The Employer may recruit applicants concurrently from outside the Bargaining Unit during the internal posting time and if no bargaining unit member is qualified or accepts the offered position, the Employer may hire from the outside pool. All Employees who apply for a vacant position will be notified that their application is being considered. Seniority of current employees will prevail in the selection of shifts or positions; provided the employee is qualified for the position based in the job description (education and experience requirements) as well as skill set and previous performance (including attendance and discipline in the previous eighteen (18) months). The application process will be determined at each Center during the Labor Management Committee (Article 4 – Labor Management Committee).

SECTION 11.3: EVALUATIONS

A written evaluation of employees' performance will be conducted on an annual basis. An employee shall receive a copy of his/her evaluation and shall be allowed to comment, in writing, if desired.

SECTION 11.4: ORIENTATION

Employees will be provided a basic orientation program which will include instructional conferences and work on the job. The objective of the orientation is to familiarize the employee with the duties and responsibilities of the job. The Union shall have access to such orientations as described in Article 3 (Union Rights).

SECTION 11.5: IN-SERVICE EDUCATION

An in-service program will be maintained by each department. Attendance at mandatory in-services will be paid at the appropriate rate of pay.

SECTION 11.6: MUTUAL RESPECT

Employees and managers shall treat each other, and all others, with dignity and respect.

ARTICLE 12: DISCIPLINE, DISCHARGE, AND JUST CAUSE

Discipline or discharge of non-probationary employees shall be for Just Cause only. The discipline process will include the concept of progressive discipline (i.e. verbal reprimand, written reprimands, and discharge), provided, however, an employee may be subject to immediate dismissal based on an egregious offense. In addition, the Employer may skip steps in the progressive discipline process based upon the seriousness of the offense in accordance with the provisions of Just Cause. Offenses warranting immediate termination shall include but not be limited to action or inaction that is abuse or neglect. Offenses warranting immediate termination shall include but not be limited to 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 in administration of the Agreement 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 in accordance with local, state and federal law. 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. 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.

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 the following information, 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:

"You may have the right to appeal this disciplinary action. For more information, you have the right to contact a union steward or representative of SEIU 775. Information about these rights is available at the Member Resource Center at 1-866-371-3200."

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.

Employees and the Union Field Representative or Advocate will be provided with a copy of any written notice of disciplinary action within forty-eight (48) hours.

FILE MATERIALS

Material reflecting verbal or written warnings shall be retained for a maximum of two (2) years. Disciplinary action which has been overturned and ordered removed from the official personnel file shall be removed.

EMPLOYEE SIGNATURES

No information reflecting critically upon an employee except notices of discharge shall be placed in the employee's official personnel file that does not bear the signature of the employee. Employees shall be advised that an employee's signature confirms only that management has discussed and given a copy of this material to the employee. The employee's signature does not indicate agreement or disagreement with the contents of the material.

If an employee is not available within seven (7) working days or refuses to sign the material, the Employer may place the material in the file. Under these circumstances it will be treated as though the employee did receive the material. The Employer shall place notice in the file that the Employee was unavailable or refused to sign.

ARTICLE 13: HOLIDAYS

SECTION 13.1: PERSONAL HOLIDAY

Regular full-time and regular part-time employees shall receive a personal holiday on the employee's first anniversary date and each anniversary date thereafter or alternate personal holiday as scheduled by mutual agreement between the Employer and the Employee. Such personal holiday shall be compensated at the employee's regular rate of pay and must be taken within the next twelve (12) months or be forfeited. Personal holidays are not a vested benefit. Therefore, if not used, they are not payable upon termination of employment. Personal Holidays must be arranged with the Employer in advance, and the Employer shall have discretion in approving requests subject to its assessment of scheduling needs.

SECTION 13.2: RECOGNIZED HOLIDAYS

The Center recognizes the six (6) holidays listed below:

- New Year's Day*
- Memorial Day
- Independence Day*
- Labor Day
- Thanksgiving Day*
- Christmas Day*

These holidays are recognized as occurring during the period between 12:01 am to 12:00 midnight on the dates observed. Employees scheduled to work the holidays listed shall be paid one and a half times their regular rate of pay except those holidays with an asterisk to which employees will be paid twice their regular hourly rate. If any part of that work shift carries over into the next calendar day, the holiday premium shall stop at midnight.

ARTICLE 14: VACATION AND PAID TIME OFF

SECTION 14.2: VACATION

14.1 GENERAL VACATION PROVISION

The vacation year shall be based upon an employee's anniversary date as a regular full-time or part-time employee. Vacations may be taken at any time during the year mutually agreeable to the Employer and the employee subject to the scheduling requirements of each department. Employees may take vacation in increments of not less than one (1) day at a time.

SECTION 14.2 VACATION ACCRUAL RATES

Employees who work a full-time year (1950 or more hours) shall accrue and earn vacation based on continuous years of service based on the following schedule:

| Length of Continuous Service | Accrual Rate |
|------------------------------|--------------------------------|
| One (1) Year | Forty (40) hours |
| 2-4 Years | Eighty (80) hours |
| 5+ years | One-hundred twenty (120) hours |

Employees will accrue vacation time during their first year of employment, but such vacation time shall not vest nor be available until their first anniversary date. After the employee's first anniversary date, vacation shall be available as it is accrued. 14.2.3 Pro-Ration of Vacation Part-time employees shall accrue prorated vacation pay, with the same seniority/service year accrual schedule.

SECTION 14.4 VACATION PAYOUT

Employees, after six months of continuous employment, who terminate their employment upon

providing the Employer proper notice, shall be paid all their vacation time earned through their last day of employment. This provision shall not apply in the case of an employee discharged for cause. After one (1) year of continuous employment, employees will receive payment for fifty percent (50%) of unused, available PTO hours upon termination of employment.

SECTION 14.5 MAXIMUM VACATION ACCRUAL

An employee will not accrue more than one and one-half (1 ½) years of vacation accrual at any given time.

SECTION 14.6 VACATION SCHEDULE POSTING

The employer will post vacation schedules for each department starting each December 1st of the preceding year. Requests and approval for vacations received between December 1st and March 1st shall be based on seniority. On and after March 2nd each year, all vacation requests and approvals shall be based on a “first come-first granted” basis. All requests for vacation time shall be made at least one (1) month prior to the employee’s desired time off, unless otherwise mutually agreed to by the employee and the Employer. The Employer, on and after March 2nd of each year, shall respond to the requesting employee with a grant of or denial of, such vacation within a reasonable time period but no later than fourteen (14) calendar days after the employee’s submission of a request. Vacations may be taken at any time during the year as mutually agreed upon by the employee and Employer subject to the staffing requirements for each department. Should the Employer turn down a request for vacation leave because of the staffing needs of the department, the Employer shall approve the employee’s second choice of vacation time within the calendar month.

SECTION 14.7: CASH OUT OF VACATION

Employees who have completed one year of service may elect to receive up to 40 Vacation hours each year in cash in lieu of time off following their one-year anniversary. Employees with six plus years of continuous service may elect to receive up to 80 Vacation hours each year in cash in lieu of time off. Such election is limited to once per calendar year and must be submitted in writing at least 30 days prior to receiving payment. The ability to use Vacation or PTO hours to supplement lost hours (due to low census, e.g.) shall not be limited.

SECTION 14.3: PERSONAL HOLIDAY

Full-time and part-time employees are eligible to receive one paid day off each year that must be used within the calendar year. The paid day off for part-time employees will be pro-rated based on average hours paid during the work week. To be eligible for a Personal Holiday, an employee must have completed his/her Probationary Period. Employees cannot request pay in lieu of a day off. In no case will payment for a Personal Holiday be in excess of eight (8) hours. The Personal Holiday is not payable upon termination of employment.

SECTION 14.4 SICK LEAVE

Full-time and part-time employees accrue .0246 hours of paid sick leave for each hour compensated. The maximum amount of sick leave an employee may accrue within a single anniversary year is forty-eight (48) hours. Unused sick leave may accumulate to a maximum of one hundred seventy-six (176) hours. Sick leave will be paid at an employee's regular rate of pay. The maximum amount of sick pay an employee may receive per day of illness is eight (8) hours.

SECTION 14.5.1 ELIGIBILITY

Eligibility for payment of sick leave Employees must have completed their Probationary Period before paid sick leave may be taken. Sick leave is payable on the first day of absence. Employees may take accrued sick leave to care for the employee's child who is under eighteen (18) years of age and who requires treatment or supervision. Eligibility for sick leave when an employee is caring for a child is consistent with eligibility for sick leave when the employee himself/herself is ill. Sick leave is not payable upon termination of employment.

SECTION 14.6: VACATION LEAVE DONATION PROGRAM

Center employees may donate earned vested Vacation or PTO hours to another employee within the same Center who has suffered a hardship if the receiving employee has used all of his/her earned vacation/sick hours during a pay period. The receiving employee must be employed for one year or more.

ARTICLE 16: RETIREMENT SAVINGS PROGRAM

The Employer will make available a 401(k) program for employees to invest in for retirement purposes. The Employer does not make any contributions to this program but agrees that it will do so on the same terms and conditions as other Company healthcare facilities if the Employer begins a contribution program on a statewide basis. The employer shall maintain its Employee Stock Ownership Program (ESOP) for bargaining unit employees on the same basis as it does for non-bargaining unit employees.

ARTICLE 17: INSURED BENEFITS

SECTION 17.1 GENERAL BENEFIT ELIGIBILITY

Full-time employees only are eligible to participate in the medical and dental programs. Coverage is effective the first day of the month following 60 days of employment. The Employer may select, change, eliminate or modify insurance carriers, benefit plans, benefit levels, employee co-pays and/or employee premiums for the dental, vision and non-medical insurance plans. Prior to implementing any substantial and material change in insured benefits, excluding those required under the Patient Protection and Affordable Care Act, the Employer shall meet with the Union to discuss the changes provided the Union requests such a meeting within thirty (30) calendar days of receiving notice of the changes. If the Employer's foregoing modification, excluding modifications required under the Patient Protection and Affordable Care Act, results in less total compensation for employees in the bargaining unit, the Employer shall negotiate with the Union

per the provisions of Article 2.

SECTION 17.2: COVERAGE

Effective the April 1, 2019 open enrollment, the Employer shall pay for eighty five percent (85%) of the premium of the employee-only coverage and the employee, through payroll deduction, shall pay fifteen percent (15%) of the premium.

Employees may participate in the Employer's dental insurance plan at his/her own expense. Eligible employees, at their own expense, may authorize deductions for coverage of dependents in the Employer's medical or dental plans.

SECTION 17.3: FUTURE MEDICAL PLANS

The parties maintain a vision of quality and affordable healthcare for both the employees and the employer. If, in the lifetime of this agreement, a Taft-Hartley Trust insurance plan is created, the employer agrees to meet with the Union to review its costs and benefits and remains open to joining such plan. The parties acknowledge that the employer is not required to join a Taft-Hartley plan.

ARTICLE 18: WAGES

SECTION 18.1: REPORT PAY

Employees who report for work as scheduled and who leave because of low census or other similar reasons, shall be paid no less than two (2) hours' pay at straight-time rate plus differentials, if applicable. Report pay only applies if the employee did not receive prior notice from the Employer of low census or overstaffing.

Prior notice includes leaving a message on an answering machine or with the person answering the telephone at least ninety (90) minutes prior to the start of the employee's shift. It is the responsibility of the employee to provide the Employer with an accurate telephone number. Failure by the employee to do so relieves the Employer of its "report pay" obligation.

SECTION 18.2: NEW POSITIONS

If during the life of this Agreement the Employer elects to create a new position in the unit defined by Article 1 (Recognition), then the Employer shall give the Union advance written notice of the wage rate. The Union shall have seven (7) calendar days from receipt of such notice to request negotiations on the proposed wage rate. If requested by the Union, the parties shall meet promptly to negotiate the wages for the new position.

SECTION 18.3: REHIRE

If the Employer opts to rehire an individual who worked for the Employer previously (within the

past twelve (12) months), the employee shall be paid no less than their hourly wage or step when previously employed, if reemployed in the same position as before and the Employer deems that any necessary certification and skill requirements are met as determined by the Employer.

SECTION 18.4: WORK IN A HIGHER CLASSIFICATION

Employees required to work in a higher classification shall be paid the higher rate of pay for all hours worked in that classification.

SECTION 18.5: WAGES ADJUSTMENTS

Effective the first day of the pay period following ratification, all employees covered under the agreement shall be placed on the wage scale in Appendix A based on their current step or most recent anniversary date, whichever is greater.

SECTION 18.6 ABOVE SCALE INCREASES

Effective the first day of the next pay period following ratification, employees whose rates and/or service exceed the available scale steps will receive a 3% increase to their base wage. All employees who, in 2021 already received an increase of 2.5% shall receive an additional 0.5% increase to their wage.

SECTION 18.6.1 RECOGNITION FOR RELEVANT EXPERIENCE

Newly hired Employees shall receive up to seven (7) years of experience based on their previous relevant experience. No newly hired employee will receive an hourly rate that is above current employees with the same experience. Such advance placement on the hiring scale will not be considered for the purposes of other benefits.

Within thirty (30) days following the ratification of the Agreement, the Employer will perform an equity review of employee wages covered under this Agreement. Employees previously credited with three (3) years of experience and whose additional experience was not credited shall have their wage adjusted retro-actively to the first pay period following ratification to the appropriate number of years' experience, up to seven (7). The Union will be provided notice and an opportunity to discuss this equity review, though any wage modification will occur at the Employer's discretion following discussion with the Union, if requested.

In the event an employee's base rate is overscale on the wage scale in effect prior to the ratification of this Agreement, the employee will be placed on the new scale commensurate with their experience or at the step above their rate prior to ratification, whichever is greater.

SECTION 18.7: ANNIVERSARY INCREASES

Employees shall receive the anniversary increase to the next yearly available step on the wage scale in the applicable Appendix on the first day of the pay period following their anniversary date. Employees over scale shall receive a 3% increase on their anniversary.

SECTION 18.8: DIFFERENTIALS

Employees shall receive differentials and premium pay at the centers as they are specifically identified in this section.

SECTION 18.8.1 "CHARGE" OR "SENIOR" DIFFERENTIAL

In any case the Employer establishes a "charge" or "senior" position within the bargaining unit, that employee shall receive a \$2 per hour in addition to their base wage. The Union will be notified when the establishment of the "charge" or "senior" position is contemplated by the employer. The position will be posted in accordance with the Vacancies Section (11.2) of this Agreement. "Charge" and "Senior" positions will otherwise be known as "Lead" Positions. The Labor Management Committee will make recommendations as to the criteria of the Lead position's hiring process.

SECTION 18.9: NO WAGE REDUCTION

No employee shall suffer a reduction in base rate of pay whose current base rate of pay exceeds those contained within this Agreement.

SECTION 18.10: MINIMUM WAGE

Should the minimum wage applicable to any facility increase during the life of the agreement to a level which creates a differential between any rate in this contract and said minimum wage which is less than \$0.20, the rates of those classifications shall be increased to a differential at least \$0.20 above the new minimum wage rate. Steps in the subsequent scale shall be adjusted upward to maintain the previously existing ratio between the base and each step.

SECTION 18.11: PAY IN LIEU OF BENEFITS – GENERAL CONSIDERATION AND ADMINISTRATION

Current employees who have PIB will maintain their status (Grandfathered). New employees are not eligible for the PIB option. Employees that are Grandfathered in their PIB status can only choose to opt out of the benefit during the time of annual open enrollment period for medical/health insurance, unless there is a qualifying event (marriage, divorce, new child or death of a spouse), at which time they can switch.

The P.I.B. increment shall be ten percent (10%) of the employee's base rate of pay. All employees paid the same rate of pay shall receive the same P.I.B. increment.

A "grandfathered" employee's P.I.B. election is automatically renewed every April 1st if the employee fails to provide the Payroll/Benefits Coordinator written notice of cancellation of his/her election of P.I.B. during the open enrollment period. An employee elects P.I.B. such

employee's benefits anniversary date shall be frozen (for the purposes of benefit accruals) and be renewed at such time as the employee provides timely cancellation of his/her election of P.I.B. Upon an employee's effective date of reinstatement to the benefits accrual program, the employee shall begin to accrue vacation and sick leave, or PTO as designated in this Agreement. Once the choice to opt out of Grandfathered status is made and implemented, the employee is not eligible to re-enter PIB status.

SECTION 18.12: 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 bargain with the Union to create and/or clarify perimeters of new incentive program(s) and/or modifications to incentives.

ARTICLE 19: LEAVES OF ABSENCE

Leaves of absence must comply with applicable state and federal law. The terms of all leaves shall be memorialized in writing. Any extension shall likewise be reduced to writing. Utilization of available PTO or vacation hours must be used concurrently with any non-medical leave of absence. Utilization of available PTO, vacation, or sick hours relative to medical leaves of absence shall adhere to the applicable sections of this article. Any employee on leave of absence at the time of ratification of this Agreement shall see no changes in the terms of his/her current leave.

SECTION 19.1: JURY DUTY LEAVE

If an employee is summoned to jury duty, the employee shall be granted leave with pay from regular duties for up to ten (10) days of jury duty service offset by monies received from the court for serving on jury duty for up to ten (10) days. The employee must promptly inform the Employer on receipt of a jury duty notice. Further, the employee has the right to petition the court for excuse from jury duty service for undue hardship, extreme inconvenience or public necessity.

SECTION 19.2: MILITARY LEAVE

Military leave shall be authorized in accordance with appropriate state and federal requirements. An employee must provide the Employer with a copy of report orders on the first workday after receipt.

SECTION 19.3: FAMILY MEDICAL LEAVE ACT COMPLIANCE

The Employer will comply with all provisions of state and federal law with respect to family and medical leave. Alleged violations of these leave provisions shall be submitted to the grievance

procedure set forth herein, and in accordance with Family Medical Leave laws. Family Medical Leave shall be consistent with and subject to the conditions and limitations set forth by any applicable state law.

SECTION 19.3.1 FMLA GENERAL PROVISIONS

If an employee is eligible for medical leave under FMLA a leave of absence without pay shall be granted for a period of up to twelve (12) weeks in the following circumstances, for the following reasons during any calendar year:

- A. For the employee's own serious health condition that leaves the employee unable to perform the essential functions of the job; or
- B. For parental leave for the birth, adoption, or foster care placement of an employee's child. Such leave is in addition to any maternity disability leave that may be required for the actual period of disability associated with pregnancy and/or childbirth; or
- C. To care for the employee's spouse or domestic partner, son, or daughter, parent or grandparent who has a serious health condition.

A leave of absence under FMLA begins with the employee's request of use of family medical leave, or as permitted by state or federal law. Such leave shall be unpaid except when an employee may use earned vacation and when an employee may use other PTO or sick hours as permitted by applicable state law.

Employees should, whenever possible, give at least thirty (30) days' advance written notice requesting a family medical leave of absence under FMLA as required by state and federal law.

An employee on Family Medical Leave not exceeding twelve (12) weeks shall be entitled to return to his/her prior position or a substantially equivalent position.

SECTION 19.4: MATERNITY/HEALTH LEAVE AT ENUMCLAW HEALTH AND REHABILITATION CENTER

After one year of continuous employment, a leave of absence for maternity or other health reasons shall be granted upon the recommendation of a physician for the period of the disability up to 6 months, without loss of benefits to the date such leave commences. Any PTO leave which the employee is eligible to receive must be utilized concurrent with the leave period. Employees on a disability leave will be allowed to return to their former positions so long as the total absence does not exceed 12 weeks. An employee on a medical leave of absence for longer than 12 weeks will receive priority for the first available similar opening for which the employee is qualified.

SECTION 19.5: BEREAVEMENT LEAVE

Employees shall be allowed to take up to three (3) regularly scheduled workdays off with pay in

case of a death in the employee's immediate family. Immediate family shall be defined as spouse or domestic partner, child, stepchild, parent, parent-in-law, grandparent, grandparent-in-law, brother or sister, or any other family member living in the immediate household. Employees shall be allowed to take up to one (1) regularly scheduled workday off with pay for bereavement or attending the funeral of a brother-in-law, or sister-in-law. Proof of death and the relationship may be required by the Employer.

SECTION 19.6: EMERGENCY LEAVE

Regular employees shall be granted an emergency leave of up to thirty (30) days without pay in the event of death in the employee's immediate family. Immediate family shall include only such persons related by blood, marriage, legal adoption or living in the employee's household.

SECTION 19.7: PERSONAL LEAVE

An employee, who has completed six (6) months of continuous employment, may request in writing a personal leave of absence up to ninety (90) days, which may be granted at the sole discretion of the Employer. The Employer will respond to such requests in writing within ten (10) days and will hold the position of the employee granted such leave for up to ninety (90) days. Leaves granted shall not exceed ninety (90) days. Employees returning from a personal leave of absence shall retain his/her seniority and accrued benefits as of the commencement of the approved leave. An employee shall give the Executive Director two (2) weeks' notice of his/her intent to return from the leave.

SECTION 19.8: INDUSTRIAL INJURY LEAVE

Employees suffering an industrial injury shall be granted leave in accordance with the applicable state and federal law. Employees returning from such leave of absence shall be reinstated to that individual's former position or one of like status and pay without loss of seniority or accrued benefits. This paragraph shall in no way restrict the Employer from disciplining employees up to and including termination for violation of Employer's written safety procedures or policies.

SECTION 19.9: UNION LEAVE

SECTION 19.9.1 EXTENDED UNION LEAVE

An employee elected to fulltime office for the Union or accepting an assignment to perform work for the Union shall be given an unpaid leave of absence for the duration of their term of office or duration of assignment with the Union. A leave of absence of up to one (1) year may be limited to one employee of each facility, at the sole discretion of the Employer. At any given point in time, the Employer has the right to limit the number of employees on Union Leave to no more than three (3) in each facility, and no more than one (1) from any department other than nursing. The Employer may take the needs of the business into account but shall not unreasonably deny a leave of absence to other employees as requested by the Union, for up to six months.

The Union shall notify the Employer when officially requesting Union Leave for an employee. The employee and Union shall provide the Employer and the facility with a minimum of thirty (30)

days' notice of his/her requested Union Leave, including a start and probable end date. Time spent on Union Leave shall count as hours worked for wage progression for up to the first two years of leave only.

During the course of the Union Leave the Employer will not be responsible for any Employer obligations, including work-related illnesses or injuries incurred as a result of employment/assignment with the Union. While on leave, should the employee suffer work-related injuries that fully or partially restrict his/her capacity to return to full duty as an employee (of the Company), the Employer is not obligated to return the employee to active duty until such time as the employee is able to resume, with or without reasonable accommodations, all job responsibilities. In such circumstances, and for the purposes of Employee's compensation, the Union is considered the "responsible employer." The Employer shall return the employee to the same job, shift and position that he/she held at the time when he/she went on Union Leave with no loss to seniority and with any intervening increases in wages or benefits applicable as if he/she had been working. Employees must give the Employer at least ten (10) days written notice of their return to work.

When posting the vacancy created by Union Leave, the Employer will notify applicants that the position may be temporary. It is understood by both parties that when a Employee returns from Union Leave, the least senior worker on that shift will be bumped or laid off. Should a more senior employee be bumped as a result of the worker returning from Union Leave, that employee may bump the least senior employee in the classification. Any layoff affecting the least senior employee in that classification shall be recalled in accordance to Section 12 of this Agreement.

Employees returning to active status with the Employer after a Union Leave in excess of six months may be required to complete a full reorientation and any other licensing requirements that may be applicable, before reassignment or beginning work.

Employees returning after an extended union leave of two years or less shall be guaranteed re-employment at the rate of pay they would have earned with no break in service.

SECTION 19.9.2 SHORT UNION LEAVE (UNPAID)

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. 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 four (4) in each facility, and no more than one (1) from any department except nursing, if quality care to the residents is compromised.

Employees on unpaid union leave may utilize any earned PTO or vacation hours while on leave, and shall be entitled to any recognized, paid holiday which occurs while on such short leave if the employee would otherwise normally be entitled to the paid holiday.

SECTION 19.9.3 SHORT UNION LEAVE (PAID)

The Employer shall grant up to four (4) paid shifts per contract year per facility 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.

SECTION 19.10: 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.

SECTION 19.13: BENEFITS DURING LEAVE

An employee on an unpaid leave of absence will not accrue any additional benefits during the duration of the leave but will not lose any benefits accrued when leave started, provided the employee is not employed elsewhere while on leave. In addition, the employee must return to work when scheduled. The Employer will continue coverage of medical insurance for any employee on an approved leave granted pursuant to the federal Family and Medical Leave Act. Any employee on leave for other reasons may continue coverage under the medical insurance plan but will be required to pay the appropriate monthly premium as determined by COBRA.

ARTICLE 20: WORKERS COMPENSATION INSURANCE

The Employer will educate its employees during the hire process and at the time of on-the-job injuries (when appropriate) of its workers compensations program to provide employees who are injured on the job with the Employer’s policies and procedures.

The Employer may at any time elect to change the grant of workers compensation insurance to employees through the Montana Workers’ Compensation and Occupational Disease Act by its

participation in a private carrier program which the Employer selects. If private coverage is selected, the Employer agrees to furnish evidence of such coverage upon request by the Union.

ARTICLE 21: GRIEVANCE PROCEDURE

SECTION 21.1: INTENT

It is mutually agreed by the parties that it is desirable to resolve disputes as quickly as possible, at the lowest possible level. Employee representatives are recognized as being equal to management within the context of their representational role and duties. It is understood and agreed that in the case of a dispute, employees must “work-first-grieve-later”, and stewards should advise grievant of this responsibility.

SECTION 21.2: DEFINITION OF A GRIEVANCE

A grievance shall be defined as an alleged violation of the provisions of this Agreement. If any such grievance should arise, it shall be submitted to the following grievance procedure.

SECTION 21.3: GRIEVANCE TIME LIMITS

Time limits set forth in the following steps may only be extended by mutual consent of the parties. Employees may, at their sole discretion, be represented by a Union steward or representative at any step of the grievance procedure. Failure of the Employer to comply with time limits set forth in the grievance procedure shall result in the grievance being automatically elevated to the next step of the grievance procedure without any action necessary on the part of the employee, provided, however, arbitration must be specifically requested by the Union. Failure of an employee to file a grievance on a timely basis or to timely advance a grievance in accordance with the time limits set forth in the grievance procedure will constitute a formal withdrawal of the grievance by the employee and the Union.

SECTION 21.4: GRIEVANCE PROCEDURE

A grievance shall be submitted to the following grievance procedure:

Step I: Executive Director, Administrator or his/her Designee. The employee shall present the grievance in writing to the Executive Director, Administrator or his/her Designee within ten (10) calendar days of the alleged breach of the express terms of this Agreement or within ten (10) calendar days of the date the employee knew or should have reasonably known of the breach. The Executive Director, Administrator or his/her Designee shall meet with the employee to attempt to resolve the matter within ten (10) calendar days from the receipt of the grievance. Executive Director, Administrator or his/her Designee shall respond to the grievance in writing within ten (10) calendar days of such meeting.

Step II: EmpRes Healthcare Human Resources Department. If the grievance is not resolved to the satisfaction of the employee as a result of Step 1, then the grievance must be submitted in writing to the EmpRes Healthcare Human Resources Department or his/her designated representative

within ten (10) calendar days of the receipt of the Executive Director or Administrator's response. At the request of the employee, Union or the Employer, the parties shall meet within ten (10) calendar days from the Director of Labor Relations or his/her designated representative's receipt of the grievance and attempt to resolve the grievance immediately. Within ten (10) calendar days of such meeting the EmpRes Human Resources Department or his/her designated representative shall send to the employee and the Union a written response to the grievance.

MEDIATION (OPTIONAL)

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

STEP III: ARBITRATION

If the grievance is not resolved on the basis of the foregoing, either the Employer or the Union may submit the issue to standard arbitration by notifying the other party of its intention to pursue the grievance to arbitration by so notifying the other party within thirty (30) calendar days of the Union's receipt of the written response per the preceding step. By mutual agreement, the parties may opt for expedited arbitration. A list of seven (7) arbitrators will be requested by either party of the Federal Mediation and Conciliation Service (FMCS). On receipt of such a list, the parties shall alternately strike names from the list until only one (1) name remains. The first strike will be awarded to a party based on a coin toss. The person whose name remains shall be mutually selected as arbitrator of the dispute. The arbitrator's decision shall be final and binding on all parties. The arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement. They shall be authorized only to interpret the existing provisions of this Agreement as they may apply on the specific facts of issue in the dispute. Each party shall bear one-half (1/2) of the fee of the arbitrator and any other expenses jointly incurred incidental to the arbitration hearing. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expenses of witnesses called by the other party.

ARTICLE 22: SUBCONTRACTORS

In subcontracting any work covered by this Agreement, 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. This article does not apply to any agency or registry personnel. In the event the Employer subcontracts work to persons, firms or companies, the subcontractor shall hire any and all displaced employees. All subcontracted employees shall continue to remain in and become part of the existing bargaining unit. Additionally, the

subcontractor shall agree to be bound by all the terms and conditions of this agreement and the serviced facilities policies and procedures.

ARTICLE 23: HEALTH AND SAFETY

The facility will comply with applicable federal and state laws and regulations pertaining to occupational safety and health. Likewise, it is the duty of each employee to comply with all health and safety regulations of the Employer.

ARTICLE 24: SEPARABILITY

This Agreement shall be subject to all present and future applicable Federal and State laws, executive orders, rules, and regulations of governmental authority. Should any provision or provisions become unlawful by virtue of the above or by declaration of any court of competent jurisdiction, such action shall not invalidate the entire Agreement. Any provisions of this Agreement not declared invalid shall remain in full force and effect for the life of the Agreement. If any provision is held invalid, the Employer and the Union shall enter into immediate collective bargaining negotiations for the purpose and solely for the purpose of arriving at a mutually satisfactory replacement for such provision.

ARTICLE 25: NO STRIKE, NO LOCKOUT

During the term of this agreement or any written extension thereof, the Union shall not carry out nor authorize any strike against the Employer at the establishment covered by this Agreement, and the Employer will not lock out any employee. For the purpose of this Article, a walk out, sit-in, sick-out, sympathy strike or, other work stoppage will be considered a strike.

If an employee or employees engage in any strike, and the Employer notifies the Union of such an action, a representative of the Union shall, as promptly as possible, instruct the employees to cease such action and promptly return to their jobs. Employees who participate in a strike in violation of the Article shall be subject to discipline up to and including termination.

In the event of a violation of the no strike provisions, the Union will:

- 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.

In recognition of the partnership between the Union and the Employer that has led to this Agreement, the Union will not conduct picketing for the duration of this Agreement. This

provision will specifically sunset on the last date of the Agreement and will not continue in effect unless it is explicitly renegotiated.

ARTICLE 27: TERM OF AGREEMENT

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

In evaluating economic proposals, the Employer, Union and/or Arbitrator, shall consider factors normally considered in interest arbitration cases; provided, that to the extent the operator's financial circumstances are considered, the Employer, Union and/or Arbitrator shall limit consideration to the financial circumstances of the specific Employer-facility involved in this Agreement. The Employer, Union and/or Arbitrator shall not establish a collective bargaining relationship that would create an economic disadvantage to Operator by requiring increases in worker pay, benefits, staffing levels and/or shift ratios that both were not adequately reimbursed by Medicaid revenues and prevented Employer's reasonable economic return on operation of the specific Employer-facility covered by this Agreement. The Employer will not be required to provide financial records to the Union or arbitrators. The parties will consider utilizing mediation services before proceeding to the traditional arbitration process.

In the event that during the term of this Agreement, the State of Montana substantially changes the anticipated funding for contracted services provided by the Employer, the Parties agree to reopen this Agreement by mutual consent for negotiations on all economically impacted sections.

ARTICLE 28: COLLECTIVE BARGAINING AGREEMENT TRAINING

The Employer and Union agree to facilitate a Joint Collective Bargaining Agreement Review at the facility, within sixty (60) days of the ratification date of this Agreement. Additionally, this review will be held within thirty (30) days of a new Executive Director being established at the Center. This review may include participants from the EmpRes Human Resources department., On-Site EmpRes Management (Executive Director, DNS and department managers), and SEIU 775 Representatives including the Center Advocate(s). This review shall last no more than one (1) hour in duration. Members of the Bargaining Team and/or Advocate(s) will be paid his/her regular rate of pay for this review. This review will not be scheduled to result in overtime or disrupt Center operations/coverage needs

The purpose of this review shall be to review the Articles within this Collective Bargaining Agreement, relevant to wages, benefits, working conditions and policies.

ARTICLE 29: LONGEVITY BONUS

After three years of employment, employees shall receive a retention bonus of three hundred dollars (\$300) on the payday following their anniversary date.

After 5 years of employment, employees shall receive a retention bonus of five hundred dollars (\$500) on the payday following their anniversary date.

After 10 years of employment, employees shall receive a retention bonus of seven hundred and fifty dollars (\$750) on the payday following their anniversary date.

After 20 years of employment, employees shall receive a retention bonus of one thousand dollars (\$1,000) on the payday following their anniversary date.

ARTICLE 30: HEALTH AND SAFETY

SECTION 30.1 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 all applicable state health and safety rules as well as Occupational Safety and Health Administration (OSHA) regulations. Employees have a right to decline working in a situation which they have reasonable cause to believe could threaten their health and safety. Employees shall report any unsafe or hazardous conditions to the Employer immediately including but not limited to working in a situation which the employee believes threatens their health and safety.

The lack of workplace safety, including incidents of verbal and physical aggression, as well as sexual harassment, is an occupational hazard for many long-term care workers, including those who work in long-term care settings. The risk may be due to symptoms or conditions that can manifest with individuals communicating their needs in ways that an individual caring for the person may experience or interpret as harassment, abuse, or violence. In any event, employees should not have to experience discrimination, abusive conduct, and challenging behaviors without assistance or redress.

Workers who have adverse experiences at work can manifest negative physical and mental health outcomes. These workers often leave the field of direct caregiving, resulting in fewer available employees in the workforce, increased turnover, and lower quality of care received by residents/consumers served.

Adequate preparation of employees helps both the employee and person receiving care. 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 30.2 OFFENSIVE BEHAVIOR, NON-DISCRIMINATION AND ANTI-HARASSMENT, INCLUDING SEXUAL HARASSMENT

The Employer is committed to providing a work environment that is free of unlawful harassment. In furtherance of this commitment, the Employer strictly prohibits all forms of unlawful harassment, including: harassment on the basis of race, religion, color, sex, national origin, citizenship status, uniformed services of the United States member status, pregnancy, age, genetic information, disability or any other category protected by applicable state or federal law

The Employer's policy against unlawful harassment applies to all employees, including supervisors and managers. The Employer prohibits managers, supervisors and employees from harassing co-workers as well as the Company's residents, vendors, suppliers, independent contractors, and others doing business with the Employer. Any such harassment will subject an employee to disciplinary action, up to and including immediate termination. The Employer likewise prohibits its residents, vendors, suppliers, independent contractors, and others doing business with the Employer from harassing our employees.

Violation of this policy will subject an employee to disciplinary action, up to and including immediate termination.

Examples of Prohibited Sexual Harassment: Sexual harassment includes a broad spectrum of conduct. By way of illustration only, and not limitation, some examples of unlawful and unacceptable behavior include:

Unwanted sexual advances.

- Offering an employment benefit (such as a raise, promotion or career advancement) in exchange for sexual favors, or threatening an employment detriment (such as termination or demotion) for an employee's failure to engage in sexual activity.
- Visual conduct, such as leering, making sexual gestures, and displaying or posting sexually suggestive objects or pictures, cartoons or posters.
- Verbal sexual advances, propositions, requests, or comments.
- Sending or posting sexually-related messages, videos or messages via text, instant messaging, or social media.
- 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, or invitations.
- Physical conduct, such as touching, groping, assault, or blocking movement.

Other Examples of What Constitutes Prohibited Harassment: In addition to the above listed conduct, the Employer strictly prohibits harassment concerning any other protected characteristic. By way of illustration only, and not limitation, such prohibited harassment includes:

- Racial or ethnic slurs, epithets, and any other offensive remarks.
- Jokes, whether written, verbal, or electronic.
- Threats, intimidation, and other menacing behavior.

- Inappropriate verbal, graphic, or physical conduct.
- Sending or posting harassing messages, videos or messages via text, instant messaging, or social media.
- Other harassing conduct based on one or more of the protected categories identified in this policy.

If employees have any questions about what constitutes harassing behavior, they are encouraged to ask their supervisor or another member of management.

If an employee feels that they are being, or have been, harassed in violation of this policy by another employee, supervisor, manager or third-party doing business with the Company, the employee should immediately **notify their Supervisor, their ED, the VSO HR Department or the VSO Compliance Hotline (1-888-869-7060)**.

In addition, if an employee observe harassment by another employee, supervisor, manager or non-employee, the employee should report the incident immediately to any of the individuals listed above.

Employee notification of the problem is essential to the Employer. The Employer cannot help resolve a harassment problem unless it is known. Therefore, employees are responsible to bring their concerns and/or problems to the Employer's attention so they can take whatever steps are necessary to address the situation. The Employer takes all complaints of unlawful harassment seriously and will not penalize any employee or retaliate against an employee in any way for reporting a harassment problem in good faith.

All complaints of unlawful harassment which are reported to management are investigated as promptly as possible and corrective action taken where warranted. The employer prohibits employees from hindering internal investigations and the internal complaint procedure. All complaints of unlawful harassment reported to management are treated as confidentially as possible, consistent with the Employer's need to conduct an adequate investigation.

The Employer is committed to prohibiting retaliation against those who report, oppose, or participate in an investigation of alleged wrongdoing in the workplace. By way of example only, participating in such an investigation, includes but is not limited to:

- Filing a complaint with a federal or state enforcement or administrative agency.
- Participating in or cooperating with, a federal or state enforcement agency conducting an investigation of the Company regarding alleged unlawful activity.
- Testifying as a party, witness, or accused regarding alleged unlawful activity.
- Making or filing an internal complaint with the Company regarding alleged unlawful activity.
- Providing informal notice to the Company regarding alleged unlawful activity.
- Assisting another employee who is engaged in any of these activities.

If any employee feels that they are being retaliated against they should immediately notify their

Supervisor, their ED, the VSO HR Department or the VSO Compliance Hotline (1-888-869-7060). In addition, if an employee observes retaliation by another employee, supervisor, manager or non-employee, the employee is asked to report the incident immediately to notify their Supervisor, their ED, the VSO HR Department or the VSO Compliance Hotline (1-888-869-7060).

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

SECTION 30.2 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 30.3 VACCINATIONS

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), Hepatitis A and B.

For SEIU 775



Sterling Harders, President

7/9/2021

Date

EmpRes Healthcare Management



Brent Weil, CEO

7/21/21

Date

| Classification | Hire Rate | 1 Yr Anv. | 2 Yr Anv. | 3 Yr Anv. | 4 Yr Anv. | 5 Yr Anv. | 6 Yr Anv. | 7 Yr Anv. | 8 Yr Anv. | 9 Yr Anv. |
|--|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| Cert. Nursing Aide CNA/NAC | \$ 13.15 | \$ 13.54 | \$ 13.95 | \$ 14.37 | \$ 14.80 | \$ 15.24 | \$ 15.70 | \$ 16.17 | \$ 16.66 | \$ 17.16 |
| Nursing Aide Registered (NAR)/PCA | \$ 12.50 | \$ 12.88 | \$ 13.26 | \$ 13.66 | \$ 14.07 | \$ 14.49 | \$ 14.93 | \$ 15.37 | \$ 15.83 | \$ 16.31 |
| Restorative Aide | \$ 14.15 | \$ 14.57 | \$ 15.01 | \$ 15.46 | \$ 15.93 | \$ 16.40 | \$ 16.90 | \$ 17.40 | \$ 17.92 | \$ 18.46 |
| Hospitality Aide | \$ 11.00 | \$ 11.33 | \$ 11.67 | \$ 12.02 | \$ 12.38 | \$ 12.75 | \$ 13.13 | \$ 13.53 | \$ 13.93 | \$ 14.35 |
| Cook | \$ 12.00 | \$ 12.36 | \$ 12.73 | \$ 13.11 | \$ 13.51 | \$ 13.91 | \$ 14.33 | \$ 14.76 | \$ 15.20 | \$ 15.66 |
| Dietary Aide | \$ 10.50 | \$ 10.82 | \$ 11.14 | \$ 11.47 | \$ 11.82 | \$ 12.17 | \$ 12.54 | \$ 12.91 | \$ 13.30 | \$ 13.70 |
| Maintenance Assistant | \$ 10.50 | \$ 10.82 | \$ 11.14 | \$ 11.47 | \$ 11.82 | \$ 12.17 | \$ 12.54 | \$ 12.91 | \$ 13.30 | \$ 13.70 |
| Activities Assistant | \$ 10.50 | \$ 10.82 | \$ 11.14 | \$ 11.47 | \$ 11.82 | \$ 12.17 | \$ 12.54 | \$ 12.91 | \$ 13.30 | \$ 13.70 |
| Transport Driver | \$ 10.50 | \$ 10.82 | \$ 11.14 | \$ 11.47 | \$ 11.82 | \$ 12.17 | \$ 12.54 | \$ 12.91 | \$ 13.30 | \$ 13.70 |
| Housekeeping/Laundry Aide | \$ 10.50 | \$ 10.82 | \$ 11.14 | \$ 11.47 | \$ 11.82 | \$ 12.17 | \$ 12.54 | \$ 12.91 | \$ 13.30 | \$ 13.70 |