

# **Collective Bargaining Agreement**

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between

**SEIU 775**

And

**Prestige Care Centers**

**Effective January 15, 2020-December 31, 2021**

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## **ARTICLE 1: RECOGNITION**

The separate employers Prestige Care Center (Camas), Inc., dba Prestige Care and Rehabilitation - Camas; Prestige Care Center, (Clarkston), Inc., dba Prestige Care and Rehabilitation - Clarkston; Prestige Care Center (Colville), Inc., dba Prestige Care and Rehabilitation - Pinewood Terrace; Prestige Care Center (Richland), Inc., dba Richland Rehabilitation Center; Prestige Richland ALF Ventures, LLC, dba Prestige Assisted Living at Richland; Prestige Care Center (Sunnyside), Inc., dba Prestige Care and Rehabilitation - Sunnyside; Prestige Care and Rehabilitation – Toppenish; and Prestige Care Center (Union Gap), Inc., dba Prestige Care and Rehabilitation - Parkside (hereafter referred to as the "Operator" or "Employer"), which all Parties agree are separate employers for all purposes and separate limited liability companies for all purposes. Each agree to associate with the other for the purpose of recognizing SEIU 775 (hereafter referred to as the "Union") as the exclusive collective bargaining representative of a single bargaining unit, as provided for under federal labor law regarding multi-employer bargaining, for all employees in the listed classifications at the following locations:

### **Care Center (Camas) Inc.**

The Employer recognizes the Union as the exclusive collective bargaining representative for all full-time, regular part-time and on-call Activities Assistants; Cooks; Dietary Aides; Housekeepers; Laundry Aides; Medical Records Assistants; Maintenance Aides; Nursing Assistants Certified (NAC); and Restorative Aides.

### **Care Center (Clarkston) Inc.**

The Employer recognizes the Union as the exclusive collective bargaining representative for all full-time, regular part-time and on-call Activities Assistants; Cooks; Dietary Aides; Dishwashers; Housekeepers; Laundry Aide; Maintenance Aides; Nursing Assistants Certified (NAC); Social Service Assistants; and Restorative Aides.

### **Care Center (Colville - Pinewood), Inc.**

The Employer recognizes the Union as the exclusive collective bargaining representative for all full-time, regular part-time and on-call Activities Assistants; Cooks; Dietary Aides; Housekeepers; Laundry Aides; Ward Clerks; Licensed Practical Nurses (LPN ); Nursing Assistants Certified (NAC); Nursing Assistants Registered (NAR); and Registered Nurses (RN); Restorative Aide.

### **Care Center (Richland), Inc.**

The Employer recognizes the Union as the exclusive collective bargaining representative for all full-time, regular part-time and on-call Activities Assistants; Cooks; Laundry Aides; Housekeepers; Dietary Aides; Nursing Assistants Certified (NAC); Restorative Aides; and Nursing Assistants Registered (NAR).

Richland ALF Ventures, LLC

The Employer recognizes the Union as the exclusive collective bargaining representative for all full-time, regular part-time and on-call Activities Assistants; Assisted Living Aides; Personal Care Assistant; Nursing Assistants Certified (NAC); Nursing Assistants Registered (NAR); Cooks; Laundry Aides; Housekeepers; and Dietary Aides.

Care Center (Sunnyside), Inc.

The Employer recognizes the Union as the exclusive collective bargaining representative for all full-time, regular part-time and on-call Activities Assistants; Cooks; Dietary Aides; Housekeepers; Transportation Assistant; Laundry Aides; Medical Records Assistants; Nursing Assistants Certified (NAC); Licensed Practical Nurses (LPN); Registered Nurses (RN); and Restorative Aides.

Care Center (Toppenish), Inc.

The Employer recognizes the Union as the exclusive collective bargaining representative for all full-time, regular part-time and on-call Activities Assistants; Cooks; Laundry Aides; Housekeepers; Dietary Aides; Nursing Assistants Certified (NAC); Restorative Aides; and Nursing Assistants Registered (NAR).

Care Center (Union Gap - Parkside), Inc.

The Employer recognizes the Union as the exclusive collective bargaining representative for all full-time, regular part-time and on-call Cooks; Dietary Aides; Housekeepers; Laundry Aides; Licensed Practical Nurses (LPN); Medical Records Assistants; Nursing Assistants Certified (NAC); Registered Nurses (RN); and Restorative Aides.

## **ARTICLE 2: SUBCONTRACTING**

Both parties understand that for the Employer to satisfy the demands of its residents and to successfully operate the facility, contracting and/or subcontracting of bargaining unit work may be necessary from time to time, however, the Employer will endeavor to utilize its own employees whenever practicable. Except during temporary periods of emergency when resident care is jeopardized (such as fire or flood), the Employer will notify the Union at least forty-five (45) days prior to implementation of any changes. The Employer also agrees to meet and confer with the Union regarding the changes.

Furthermore, the Employer agrees to include language in all future contracts regarding contracting or subcontracting of housekeeping, laundry or any other services covered by the classifications in this Section that requires contractors or subcontractors.

## **ARTICLE 3: LABOR MANAGEMENT COMMITTEE**

### **SECTION 3.1: LABOR MANAGEMENT COMMITTEE**

The Employer and the Union agree to work together for the mutual benefit of the workers, the residents, the Employer and the Union. The Employer and the Union will establish a facility-based Joint Labor Management Cooperation Committee within the facility. This committee will



be composed of up to four (4) Union representatives, which could include one (1) Union field representative and up to four (4) members of management. The committee will meet quarterly, or as often as needed, to discuss issues, concerns, suggestions and ideas related to the facility, the workers and the residents and to promote better understanding between the Union, the Employer and the residents. This committee will also advise facility management on recruitment and retention issues. Minutes or summaries of the meetings will be posted within the facility.

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

### **SECTION 3.2: FACILITY SPECIFIC POSITIONS**

Facility specific Labor Management Committees may implement Lead Aide, and/or Mentor Positions at their facility, as long as; they conform to the minimum requirements listed in Section 3.4, the Lead Aide and/or Mentor Positions are compensated in accordance with Article 15, and there is consensus within the LMC as to how those roles are filled. The basic roles, duties, and assignments of the Lead Aide and Mentor Positions will be determined by the Labor Management Committees and may vary from facility to facility. Once implemented, the facility administrator may eliminate the position after the first 90 days, and every six (6) months thereafter, as long as the Union and the members of the facility's Labor Management Committee are notified. If the position of Lead Aide or Mentor Aide is vacated, it will be required that the Labor Management Committee meet before any additional assignments are made to either of those positions.

### **SECTION 3.3: WASHINGTON COOPERATION COMMITTEE**

The Employer and the Union further agree to establish a Washington Master Agreement Labor Management Cooperation Committee specific to the Employer on a statewide basis. This committee will be composed of appropriate employees of Employer, such as Facility Administrators, Regional Managers, Vice President of Labor Relations, and/or Human Resource Directors. The committee will also be composed of appropriate members of the Union, such as Union Representatives, Advocates, and/or the Local President (or his/her designee). This committee will meet on a quarterly basis, or as often as needed, but will not require Employer-paid travel by committee members. The regional committee will discuss joint training initiatives, joint safety Initiatives, joint public relation initiatives, and other issues of mutual benefit. Minutes or summaries of the meetings will be posted in all facilities.

### **SECTION 3.4: LEADS AND MENTORS**

Nothing in this section shall limit the Employer's sole and exclusive right to manage the facility.

#### **Lead Aide Position**

#### **Minimum Requirements:**

- Must have successfully completed their probationary period. Must be a regular part-time or full-time employee
- Must be appointed by the Labor Management Committee
- This is not an "on-call" or "standby" position

Must not have any disciplinary action from the last twelve (12) months Must not have any disciplinary action from the last twelve (12) months

Mentor Aide Position

Minimum Requirements:

- Must have successfully completed their probationary period
- Must be a regular part-time or full-time employee
- Must be appointed by the Labor Management Committee
- Must have been observed by a nurse manager completing all regular tasks assigned to NACs, and, be able to perform all regular tasks assigned to NACs at clinically proficient levels
- Must have completed all employer required training
- Must not have any disciplinary action from the last twelve (12) months

#### **ARTICLE 4: MANAGEMENT RIGHTS**

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

The right to manage includes, but is not limited to, the right to hire, assign, transfer, suspend, discharge and discipline employees for just cause; select and determine the number of its 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; 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, in whole or in part, at any time; determine the work duties of employees; promulgate, post and enforce reasonable rules and regulations governing the conduct and act of employees during working hours, select supervisory employees; train employees; discontinue or reorganize or combine any department or branch of operation with any consequent reduction or other change in the working force; establish, change, combine or abolish job classifications and transfer employees, either temporarily or permanently, within programs and/or job classifications; determine job qualifications, work shifts, work pace, work performance levels, standards of performance, and methods of evaluation of the employees, and in all respect carry out, in addition, the ordinary and customary functions of management.

#### **ARTICLE 5: UNION MEMBERSHIP AND VOLUNTARY ASSIGNMENT OF WAGES**

##### **SECTION 5.1: MEMBERSHIP**

Not later than (for persons hired after this agreement becomes effective) thirty (30) days after their hire date or (for those employed at the effective date of this agreement) the effective date of this Agreement, or the execution date of this Agreement, whichever is later, every worker subject to the terms of this Agreement shall, as a condition of employment, become

and remain a member of the Union, paying the periodic dues uniformly required, or, in the alternative, shall, as a condition of employment, pay a fee in the amount equal to the periodic dues uniformly required as a condition of acquiring or retaining membership, or, if the worker objects to the payment of that agency fee, such worker shall, as a condition of employment, pay that portion of the agency fee that is related to the Union's representation costs.

## **SECTION 5.2: MEMBERSHIP CARDS**

The Employer shall include a Union membership card in each employee's employment paperwork. After collecting said card, the employer shall retain a copy for itself, forward a copy to the Prestige Corporate payroll department and send the original to the Union.

## **SECTION 5.3: DEDUCTIONS**

Upon voluntary signed authorization by a worker and a statement from the Union of the dollar amounts due for each worker, the Employer agrees to deduct the Union dues and initiation fees, and remit it to the office of the Union not later than the 30th day of the month following the month in which the dues were deducted.

## **SECTION 5.4: INDEMNIFICATION**

The Union shall indemnify and hold harmless the Employer with respect to any asserted claim or obligation or cost of defending against any such claim or obligation of any person arising out of the Employer's deducting and remitting of Union dues. Once every month, the Employer shall inform the Union of new hires and terminated employees in the classifications listed herein in Section 1 Recognition.

## **SECTION 5.5: COPE (POLITICAL ACCOUNTABILITY FUND)**

The Employer will honor written assignment of wages to the Union for the payment of voluntary contributions to the Union's Committee on Political Education (COPE) Fund. The Employer will remit such contributions to the Union in accordance with the procedure set forth in this section.

## **SECTION 5.6: OTHER VOLUNTARY DEDUCTIONS**

The Employer agrees to deduct the sum specified from the pay of each member of the Union who voluntarily executes an authorization form for the Union's Membership Plus Benefits Plan (MPB), so long as the data is received from a union in the manner specified by the Employer. The employer shall be able to communicate directly with the Union as needed to solve technical issues with data files. When filed with the Employer, the authorization form will be honored in accordance with its terms. The authorization form will remain in effect until revoked in writing by the employee. The amount deducted and a roster of all employees using payroll deduction for MPB contributions will be promptly transmitted to the Union by separate check payable to its order.

Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deductions. The Union and each employee authorizing the assignment of wages for the payment of MBP contributions hereby undertake to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may

arise against the Employer for or on behalf of any deduction made from wages of such employee.

The amount deducted shall be included as a separate item on the monthly dues report and the Employer will remit such contributions to the Union by a separate check payable to the Union within thirty (30) days after each pay period.

#### **SECTION 5.7: MONTHLY REPORTS**

The Employer shall supply to the Union a list of all employees covered by this Agreement on a monthly basis. The list shall include the first name, last name, gender, date of birth, address, cell phone numbers, home phone numbers, email addresses, Social Security number, date of hire, rate of pay, any shift differential separate from the base pay, job class, FTE status, hours worked, gross earnings in the pay period, and the amount of dues, fees or COPE and other contributions deducted from each employee's pay. The Employer shall provide this list in a secure manner in any commonly available electronic format.

### **ARTICLE 6: UNION REPRESENTATION**

#### **SECTION 6.1: UNION ADVOCATES**

The Union shall designate up to four (4) representatives as advocates and may designate additional alternate advocates. The advocate position is the worker representative position responsible for handling grievances and disciplinary issues with the Employer. Immediately following designation of said advocate(s), the Union shall confirm this appointment by written notice to the Employer. The activities of an advocate shall not interfere with the performance of their work or the work of other workers of the Employer. Any time spent by an advocate on Union matters or acting in their capacity will not be compensated by the Employer, except for time spent investigating and presenting grievances. Advocates will not be compensated by the Employer for time spent in adjusting grievances beyond that which is reasonable. In no case will the Employer be required to pay for time spent adjusting grievances to the extent such time would result in overtime. Under no circumstances shall the Employer be required to pay more than one (1) advocate for attendance at a grievance meeting.

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

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

An advocate may not communicate with the Union office by telephone during working time without first obtaining the permission of their 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 6.2: ACCESS TO NEW EMPLOYEE ORIENTATIONS**

Thirty (30) minutes shall be granted for a worker representative of the Union to make a presentation at the orientation of the new employees on behalf of the Union. The Employer will provide at least twenty-four (24) hours' notice of a new employee orientation. A designated worker representative will be notified by the Employer, monthly in writing, of new bargaining unit employees hired. This list will include names, phone numbers, department and shift of new bargaining unit employees. If the Employer does not offer an orientation within thirty (30) calendar days of hire, the worker representative may request to meet with the new employee or group of new employees in the bargaining unit. Subject to supervisory approval regarding scheduling, the Union representative will be allowed to meet on work time to make the presentation.

#### **SECTION 6.3: PERSONNEL FILE**

The Employer will comply with all applicable federal and state laws regarding personnel files. An employee may inspect the records in their personnel file within five (5) days of their request. With the employee's authorization, their advocate and/or a Union field representative may inspect the employee's official personnel file. A management representative may be present when employees, advocates, or Union field representatives inspect original personnel files. However, copies of the original files can be requested and taken out of the facility for inspection. Employees shall be entitled to place copies of any written explanation(s) or opinions regarding any critical material placed in their personnel file.

#### **SECTION 6.4: UNION ACCESS**

Official representatives of the Union will be permitted to visit the premises of the Employer for the purpose of ascertaining that the provisions of this Agreement are being observed and/or conferring with workers covered by this Agreement during their nonwork time and in break areas. Such visits shall not interfere with the operation of the nursing home or the performance of the workers' duties and the Union Representative shall inform the Administrator or Director of Nursing of their visits prior to entering the nursing home's premises.

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

#### **SECTION 6.5: BULLETIN BOARD**

The Employer shall allow the Union to provide a bulletin board no larger than three (3) feet by

four (4) feet that shall be used for the purpose of posting Union notices. The Union agrees that upon request the Employer shall be provided with a copy of all notices. The parties further agree not to post or distribute any material, which comments in any way upon the other which is false, or inconsistent with the spirit of mutual collaboration inherent in this Agreement.

## **ARTICLE 7: VACANCIES AND SHIFT ASSIGNMENTS**

### **SECTION 7.1: POSTING**

Openings shall be posted for five (5) days at the time clock and in the break room(s) before positions are filled. Employees may apply by completing the online application for internal job postings. Job postings will be made available to existing Prestige employees online prior to being posted to the public. Each facility will provide a computer with internet access for interested members to apply on.

### **SECTION 7.2: SHIFTS**

Regular shift openings shall be posted at the same time as the schedule and filled by rotating seniority before being posted as a vacancy.

### **SECTION 7.3: VACANCIES**

A vacancy is defined to mean any permanent full-time or part-time job opening within the job classifications in this Agreement, which the Employer determines to fill. The Employer reserves the exclusive right to determine if a vacancy exists and the necessary qualifications required to fill the vacancy. The qualified employee with the most seniority (as defined in Article 12 Seniority) shall be offered the position. All Employees who apply for a vacant position will be notified that their application is being considered. In the event that no applicant is qualified, or if no applicant accepts the offered position, then the Employer may fill the position as the Employer deems appropriate. This includes filling the position from outside of the bargaining unit.

### **SECTION 7.4: 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 they have been hired. Current Employees shall be able to access their job descriptions on the Employer's online portal.

## **ARTICLE 8: NO DISCRIMINATION**

### **SECTION 8.1: GENERAL PROVISIONS**

No worker 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 condone harassment or unlawfully discriminate for or against any employee covered by this Agreement on account of race, color, religion, creed, genetic information, national origin or tribal origin, gender identity, gender identification, gender expression, ancestry, physical and/or mental disability, medical condition, sexual orientation,

gender, age, marital status, current or future military status, veteran's status, citizenship status, union membership or union activities.

## **ARTICLE 9: PROBATIONARY PERIOD**

All employees covered by this Agreement who are hired or transferred into a covered position on or after the effective date of this Agreement, whether or not previously employed by the Employer shall be subject to a probationary period of ninety (90) days. All transferred employees that do not complete their new probationary period may elect to return to their previous position, provided that they have completed a total of at least ninety (90) days of employment in a position(s) covered by this Agreement. The Employer in its sole discretion may elect to extend this probationary period for up to an additional ninety (90) days. Such extension must be presented to the worker and the Union 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. Seniority shall not accrue to employees during their probationary period. However, upon successful completion of the probationary period, all workers shall be deemed to be regular employees covered by the terms of this Agreement and their seniority shall revert back to the date of hire.

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

## **ARTICLE 10: CATEGORIES OF EMPLOYEES**

### **SECTION 10.1: FULL TIME EMPLOYEE**

Regular Full-Time Employee is one who is scheduled to work or normally works a minimum of thirty (30) or more hours a week. After completing the probationary period, regular full-time employees are eligible for benefits as specified in this contract or as otherwise specified in the Employer's Employee Handbook.

### **SECTION 10.2: PART TIME EMPLOYEE**

Regular Part-Time Employee is one who is scheduled to work or normally works less than thirty (30) hours per week. After completing the probationary period, regular part-time employees are eligible for benefits as specified in this contract or as otherwise specified in the Employer's Employee Handbook.

### **SECTION 10.3: ON-CALL EMPLOYEE**

Casual or On-Call Employee is one with no regular schedule, but who works intermittently as required and depending on the availability of work. Casual or on-call employees are not eligible for benefits with the exception of sick leave per Washington State Law, and premium pay for working recognized holidays.

### **SECTION 10.4: TEMPORARY EMPLOYEE**

Temporary Employee is one who is hired as a replacement for a regular employee on an approved leave of absence not to exceed the period of the leave. Temporary employees are not eligible for any benefits. However, if a temporary employee accepts a regular full-time or part-

time position, their period of temporary work will apply toward satisfying their probationary period to qualify for benefits.

## **ARTICLE 11: DISCIPLINE AND DISCHARGE**

### **SECTION 11.1: DISCIPLINARY PROCEDURE**

#### **11.1.1: JUST CAUSE**

The Employer shall have the right to maintain discipline and efficiency of its operations, including the right to discharge, suspend or discipline a worker for just cause. Discipline is intended to be corrective in nature and will include the concept of progressive discipline (i.e. verbal warnings, written warnings, the possibility of suspension without pay, and discharge), provided, however, an employee may be subject to immediate dismissal or suspension 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. Grounds for discipline or discharge, including immediate discharge are set forth in the Employer's Employee Handbook.

Offenses warranting immediate terminations shall include but not be limited to repeated action or inaction that is abuse or neglect. A government finding of abuse or neglect is not required for a conclusion that the Bargaining Unit Employee's action or inaction is defined as such.

#### **11.1.2 INFORMATION REQUESTS**

Information requested by the Union on behalf of an Employee grievance which involves direct patient information cannot be released without the express approval by the resident.

#### **11.1.3 PROBATIONARY EMPLOYEES**

Any probationary employee may be discharged or disciplined by the Employer in its sole discretion. No question concerning the disciplining or discharge of probationary employees shall be the subject of the grievance or arbitration procedure.

#### **11.1.4 UNION REPRESENTATION**

A Union Field Representative or Advocate may meet and discuss any disciplinary action of a Union member with the Employer. Employees shall be notified by the Employer of their right to request union representation, at the beginning of any disciplinary meeting, or investigatory meeting that may lead to discipline. Employees may elect to have an Advocate or Union Staff Representative, present at any meeting with the Employer that may lead to discipline, so long as the Advocate or Union Representative is readily available within a reasonable period, but no more than twenty-four (24) ) hours, and the presence of the Advocate or Union Representative does not interfere with the operational needs of the Employer. The Employer retains the unilateral right to determine the outcome of the meeting. The Union has the right to appeal the meeting outcome (as defined in Article 24 – Grievance Procedure).

The Employer shall endeavor to administer all corrective action in a timely manner. In the event that the investigation cannot be completed within fourteen (14) days, the Employer will notify



the affected employee of the expected date of the investigation's completion.

#### **11.1.6 WRITTEN NOTICE**

Employees and the Union Field Representative or advocate will be provided with a copy of any written notice of disciplinary action. The Employer will notify the Union in writing of any discharge or suspension within forty-eight (48) hours (exclusive of Saturdays, Sundays, and holidays) from the time of discharge or suspension. The notice requirement is met, so long as an Advocate or other Union Representative is present during the discharge meeting.

#### **SECTION 11.2 EMPLOYEE SIGNATURES**

No disciplinary material shall be placed in an employee's file unless the employee unless the employee has had an opportunity to sign it and has received a copy. An employee has the right to attach his/her own views to any disciplinary record in his/her own file.

Material to be placed in his/her personnel file will include the following disclaimer:

*"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 this material."*

If an employee is not available within five (5) working days or refuses to sign the material, the Employer may place the material in the file.

#### **SECTION 11.3: DISCIPLINARY RECORD**

A record of disciplinary action shall be removed from an employee's personnel file eighteen (18) months after it was issued, except that if an employee receives a related discipline during the eighteen (18) month period, the original discipline will remain in his or her file until eighteen (18) months have elapsed during which the employee received no related discipline. This provision shall not apply to disciplines issued for resident abuse, resident neglect, sexual or racial or discriminatory harassment, medication errors, or other behavior that violates state or federal law.

### **ARTICLE 12 SENIORITY**

#### **SECTION 12.1: DEFINITION AND ACCRUAL**

Seniority shall be defined as the worker's length of continuous service with the Employer in the bargaining unit and/or in the facility in which they work, including continuous service at another Prestige managed facility, commencing with the date and hour on which the worker first began work in a bargaining unit position. Seniority shall not accrue to probationary employees during the probationary period. However, at the successful completion of the probationary period, the worker's seniority shall be retroactive to their first day of work in the bargaining unit position, and shall accrue during his/her continuous employment with the Employer within the bargaining unit covered by this Agreement. Seniority shall accrue and not be lost during a worker's paid time off (PTO), and during any paid leave of absence. A worker

shall not accrue seniority while on Layoff or on an unpaid leave of absence, in excess of twelve (12) weeks, consistent with FMLA or Washington State Paid Family Leave.

#### **SECTION 12.2: APPLICATION OF SENIORITY**

The Employer and the Union agree that in all cases of, transfer, layoff, recall, vacation preference and shift or schedule change; length of continuous service shall be determinative in the event a selection among employees is required.

#### **SECTION 12.3: TERMINATION OF SENIORITY**

A worker shall lose accumulated seniority and seniority shall be broken for any of the following reasons:

- Voluntary quit
- Discharge
- Failure to report to work after a layoff within three (3) days after receipt of certified, written notice of recall sent by the Employer to the worker 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 worker
- Layoff which either extends (a) in excess of Eighteen (18) consecutive months, or (b) for the period of the worker's length of service, whichever is less
- Absence from work without notifying the Employer
- Unauthorized failure to report to work at the expiration of a leave of absence pursuant to this Agreement
- Taking employment elsewhere during the period of a contractual leave of absence without express consent of the Employer
- A worker 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

### **ARTICLE 13: HOURS OF WORK, OVERTIME, SCHEDULING, MEAL AND REST PERIODS, PAY PERIODS, AND PAY DAYS**

#### **SECTION 13.1: NORMAL WORK WEEK**

The normal work week shall be no more than forty (40) hours per week. The Employer reserves the right to modify the workweek or workday or institute eight (8) and eighty (80) schedules for some or all workers at its sole discretion. Employer will give at least sixty (60) days' notice to affected employees and the Union of such workday modification or institution of 8 and 80 schedules. The Employer agrees to meet with the Union to discuss such changes if requested by the Union within thirty (30) days of the notice. Consistent with applicable law, the Employer may institute twelve (12) hour shifts with overtime after forty (40) hours per week. Employer agrees to meet and confer with the union least thirty (30) days prior to implementation of any such workday modifications. The recitation of a normal workweek or workday shall not imply a guarantee of any number of hours in a workweek or a workday.

#### **SECTION 13.2: OVERTIME AND RECORDING OF TIME WORKED**

Overtime pay will be paid at the rate of one and one-half times an employee's regular rate of pay for all actual hours worked beyond 40 hours in any workweek period in accordance with

applicable federal and state law. Holidays, vacations and other time not actually worked, even if paid, are not counted as overtime hours nor included in the calculation of overtime pay. Employees shall not work overtime without advance authorization from their supervisor. The Employer shall have the option of using mandatory overtime to meet the needs of resident care. When assigning mandatory overtime, the employer will rotate assignment of overtime based upon staff in the building at the time and in reverse order of seniority. The Employer shall exhaust all reasonable alternatives, and only as a last resort invoke mandatory overtime. The Employer shall endeavor to provide as much advance notice as possible. Mandatory overtime shall not become a normal staffing practice. An employee shall notify the employer if their mandatory overtime assignment creates an undue hardship, and in such case decline the shift in writing. Management may then move on to the next person in the rotation. Employees who agree to work any portion of a mandatory overtime shift will be credited and moved to the bottom of the seniority list for future mandatory overtime shifts. Incentives for mandatory overtime must comply with this Agreement.

Employees may not work overtime without advance authorization from their supervisor. Employees must record all working time including overtime

### **SECTION 13.3: REPORT PAY**

Employees reporting to work for their scheduled shift shall receive a minimum guarantee of two (2) hours of paid time. Such minimum guarantees shall not apply if the Employer makes a reasonable effort to notify the employee at least two (2) hours prior to the scheduled starting time that the employee is scheduled to report to work or as mutually agreed upon by the Employer and Employee. Reasonable effort shall be defined as an Employer telephone call to the telephone number provided by the employee, or such other method as mutually agreed upon by the Employer and the employee and either leaving a message with the person who answers the telephone, leaving a voice mail message or sending a text message. The Employer may require an employee to work for a minimum of two hours; however, the employee may choose to go home without pay.

It shall be the employee's responsibility to keep a current telephone number on file with the Employer. Failure by the employee to do so will exempt the Employer from the notification requirement and from the minimum guarantee.

An employee who is sent home after reporting to work or called off of work shall not be considered "on-call" or "on-standby" for the remainder of the shift.

### **SECTION 13.4: WORK SCHEDULES AND ASSIGNMENTS**

The Employer shall fix the hours and days of work of an employee's work schedule including the specific starting and ending times, make work assignments, and schedule meal and rest periods.

#### **13.4.1: MONTHLY POSTED SCHEDULE**

Employee work schedules shall be posted at least seven (7) days prior to the first workday on the schedule. Changes to the posted schedule may be made by the Employer to meet the needs

of the business for extraordinary circumstances, including the right to send workers home after the start of their shift under the provision of Article 23: Low Census Adjustment. If changes to the schedule are needed, the Employer shall notify affected employees as soon as possible.

#### **13.4.2: SCHEDULE AND ASSIGNMENT**

Work schedules or assignments shall be filled according to the ability of employees to perform the work required on that schedule as solely determined by the Employer. If the Employer determines that two (2) or more employees have relatively equal abilities, then the employee with the longest seniority (as defined in Article 12: Seniority) shall be awarded the schedule or assignment. The Employer's decision shall be exercised in good faith and be based on established policies. Schedules or assignments may be filled at the Employer's discretion on an interim basis until a regular placement is made.

#### **13.4.3: EMPLOYEE REQUESTS FOR SCHEDULE CHANGES**

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. No such changes will be approved if they result in overtime

#### **SECTION 13.5: EXTRA SHIFTS**

In order to ensure shift coverage and quality care, the Employer shall use the following steps to cover any open/unassigned shifts of two (2) hours or more after the monthly work schedule is posted.

Shifts that are known to the Employer more than seven (7) days in advance of that shift will be posted for Employees to sign up for those shifts. Employees shall have four (4) days to sign up for the shifts. Shifts will be awarded on a seniority basis, however once an Employee has received a shift in this manner in a given month, then the Employee shall go to the bottom of the list for receiving such assignment to allow for fair distribution of available shifts to interested bargaining unit employees.

Employees who sign up for extra shift bonus shifts in the three (3) day period above may be bumped from that shift on three (3) days' notice if the employer is able to fill the shift with a newly hired regular employee.

If no employee signs up for the shifts at least two (2) days prior to the shift or if the shift was not known to the employer (for example call-ins, increased census etc.) then the Employer shall assign those shifts through the method below:

- Shifts shall first be offered to Employees in rotating seniority order, with the following consideration:
  - the Employer will make all reasonable efforts to follow Seniority, but may offer the shift to on-duty Bargaining Unit Employees before calling off-duty employees at home
- The Employer will maintain a log documenting its efforts to fill a shift
- Employees will not be rescheduled from their regular shifts or extra shifts to avoid

paying overtime or extra shift pay except as defined by Article 23 Low Census Adjustment.

Upon mutual agreement of the Union and Employer, specific bonus shifts may be paid or not paid depending on unique circumstances or as outlined in this Agreement. Furthermore, as a way to ensure fair payment of bonus shifts, or to address issues of abuse regarding this policy; either the Union or the Employer may request bargaining to change or modify the policies for the bonus shift on a facility-by-facility basis. Modifications to this policy based on bona fide issues of abuse will not be unreasonably denied.

#### **SECTION 13.6: MEAL AND REST PERIODS**

An unpaid meal period of thirty (30) minutes is allowed for employees who work more than five consecutive hours per shift in accordance with Washington State Law. Employees are allowed break periods totaling 15 minutes during every 4-hour work period.

#### **SECTION 13.7: PAY PERIODS AND PAY DAYS**

Paychecks or direct deposit will be distributed bi-weekly. Pay periods and paydays shall be determined by the Employer and may not be changed without ninety (90) days' notice to the Union and the employees.

### **ARTICLE 14: ECONOMICS**

#### **SECTION 14.1 ECONOMIC DISADVANTAGE**

This collective bargaining agreement shall not create an economic disadvantage to the Employer by requiring increases in either bargaining unit worker pay, benefits, staffing and/or shift ratios that both were not adequately reimbursed by Employer's receipt of Medicaid revenue and prevented Employer's reasonable economic return on operations from the service of Medicaid residents at the nursing facility covered by this collective bargaining agreement. For purposes of this Agreement, "Employer's reasonable economic return on operations from the service of Medicaid residents" is defined as the Washington United for Quality Nursing Home Care's current consensus position on Medicaid reform during Phase 2 of the Agreement to Advance the Future of Nursing Home Care in Washington up until the time when that position is superseded by the actual language adopted into Washington law.

#### **SECTION 14.2 MEDICAID RATE CHANGES\***

The current Medicaid rate, net of the Safety Net Assessment Fee, for the Employer is listed below. If at any time during the term of this agreement the Medicaid rates fall below the Medicaid rates listed below, the Employer and the Union agree to reopen the economic terms of this Agreement in accordance with the process in Article 30.2, and all economic terms will be frozen until the new economic terms have been negotiated. Re-Opener During Term of the Agreement except that the Employer may give less than 60 days but more than 30 days' notice to the Union.

Name of Employer	Net Medicaid Rate
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Care Center (Camas) Inc.	\$ 245.95
Care Center (Clarkston) Inc.	\$ 223.83
Care Center (Colville) Inc.	\$203.21
Care Center (Richland) Inc.	\$260.63
Care Center (Sunnyside) Inc	\$235.95
Care Center (Union Gap) Inc.	\$204.61
Care Center (Toppenish) Inc.	\$218.09

\*Medicaid Rates not applicable to Richard ALF Ventures

## **ARTICLE 15: HIRING RATES AND COMPENSATION**

### **SECTION 15.1: WAGE SCALES**

Effective January 1, 2020, employees shall be placed on the appropriate step of the wage scale in Appendix A (Wage Scales) and will receive their step increase. Future step increases will occur annually on January 1 of each year of this contract.

On January 1, 2020, and continuing every January 1<sup>st</sup> of the contract, all employees whose rates are at the top of or above their respective scale shall receive raises of 2.75%. All employees whose current years of experience place them at the top of or above the 2020 wage scale will at minimum be placed at the top step of the 2020 wage scale and then receive their 2.75% increase.

On January 1, 2021, and continuing every January 1<sup>st</sup> of the contract, the base step of any classifications that falls below the new Washington state minimum wage shall be increased to the Washington minimum wage plus ten cents (\$0.10). The remaining steps of that classification shall then be adjusted upwards to maintain the 1.5% increase between steps.

On January 1, 2021, and continuing every January 1<sup>st</sup> of the contract, the base step of the classifications Nursing Assistant Certified (NAC/CNA) and Personal Care Aide (PCA) shall be increased by the same percentage as the increase to the state minimum wage. The remaining steps of that classification shall then be adjusted upwards to maintain the 1.5% increase between steps. Restorative Aides shall maintain the twenty-five cent (\$0.25) premium above the NAC rate.

### **SECTION 15.2: NEW HIRES**

Effective upon ratification of this Agreement all new hires will be employed according to the relevant wage scale. The Employer may hire new employees on any step of the wage scale, based on verifiable work experience, as solely determined by the Employer. Credit for work experience will be given uniformly.

Any Employee hired who has more years of applicable experience than the wage scale will be placed at a minimum on the top step of the wage scale. Any wage rate paid above the top step

of the scale to reflect more years of applicable experience must be consistent with current employees in the same classification with same years of experience.

### **SECTION 15.3: EXTRA SHIFT BONUS**

Employees who work Employer designated shifts shall receive an Extra Shift Premium of five dollars (\$5.00) per hour added to their base rate of pay for actual hours worked during the designated shift. An extra shift shall be defined as an employer designated shift that includes work time beyond a Bargaining Unit Employee's regularly scheduled shift. This does not include shift trades between Employees. The employee will need to complete a written extra shift premium form made available by the Employer. Shifts that qualify for the Extra Shift Premium shall be clearly posted and marked as such as well as shifts which become vacant due to call-offs which the Employer determines to fill. Employer may cancel the bonus shift designation within five (5) calendar days of the scheduled shift if the Employer is able to hire additional staff to work the shift at their base rate of pay. In order to qualify for the extra shift premium, the employee must work her/his next scheduled shift, unless the employee is unable to work due to an excused absence as defined by the Washington Sick Leave Law.

### **SECTION 15.4: NAC TRAINING**

The Employer shall pay for the cost or any incurred cost of the NAC training course offered at the Employer's facility or at an off-site location as designated by the Employer. Student's hours in the NAC Training course are unpaid.

### **SECTION 15.5: CONTINUING EDUCATION AND CPR TRAINING**

The Employer will pay for continuing education and/or CPR class pertaining to maintenance or advancement within bargaining unit classifications. Requests for continuing education and/or CPR reimbursement which is conducted off site must be made in advance and approved by the Employer. In order to receive reimbursement, Employees shall be required to submit a receipt for reimbursement to the Employer within one month of the training class. Continuing education which is scheduled by the Employer and conducted at the facility shall be with pay.

### **SECTION 15.6: 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, motivate employees to work, or for any other business reason as long as the incentive program(s) was not specifically bargained for in this CBA. The Employer will notify the Union in writing of any new or modified incentives and upon request, will meet and confer with the Union to discuss perimeters of new incentive program(s) and/or modifications to current incentives.

Additionally, the LMC may meet with the purpose of discussing perimeters after the ratification of this Agreement with the goal of establishing consistent practices, criteria for emergent situations and eligibility for incentives, et cetera.

## SECTION 15.7: SHIFT DIFFERENTIALS

The Employer will pay shift differential/premium to employees working evening shifts (2:00 pm - 10:00pm or as assigned), night shifts (10:01 pm - 6:00 am or as assigned), and/or weekends (12:01 AM Saturday to midnight Sunday) as in this article. The employer reserves the right increase or decrease these amounts at any time so long as they do not decrease below the minimum amounts per center per shift listed below. The Employer will provide a minimum of thirty (30) days' notice to employees of any shift differential decreases.

### **Care Center (Camas) Inc.**

Designated Employees:	Nurse Assistant Certified (NAC); Restorative Aides
Evening Shift Premium:	\$0.50/hour for hours worked between 3:00 pm to 11:00 pm
Night Shift Premium:	\$0.75/hour for hours worked between 11:01 pm to 7:00 am

### **Care Center (Clarkston) Inc.**

Designated Employees:	Nurse Assistant Certified (NAC); Restorative Aides
Evening Shift Premium:	\$0.50/hour for hours worked between 2:00 pm to 10:00 pm
Night Shift Premium:	\$1.00/hour for hours worked between 10:01 pm to 6:00 am

### **Care Center (Colville) Inc.**

Designated Employees:	Activities Assistant, Cook, Dietary Aide, Housekeeper, Laundry Aide, Licensed Practical Nurses Nursing Assistant Certified, Registered Nurses, and Restorative Aides
Weekend Premium:	\$.50/hour for hours worked 12:01 AM Saturday to midnight Sunday

### **Care Center (Richland) Inc.**

Designated Employees:	Nurse Assistant Certified (NAC)
Evening Shift Premium:	\$0.50/hour for hours worked between 2:00 pm to 10:00 pm
Night Shift Premium:	\$1.00/hour for hours worked between 10:01 pm to 6:00 am

### **Richland ALF Ventures LLC**

Designated Employees:	Assisted Living Aides
Evening Shift Premium:	\$0.50/hour for hours worked between 2:00 pm to 10:00 pm
Night Shift Premium:	\$1.00/hour for hours worked between 10:01 pm to 6:00 am

### **Care Center (Sunnyside) Inc.**

Designated Employees:	Nursing Assistant Certified; Restorative Aides
Evening Shift Premium:	\$0.35/hour for hours worked between 2:00 pm and 10:00 pm or higher as assigned by management.
Night Shift Premium:	\$0.50/hour for hours worked between 10:01 pm and 6 am or higher as assigned by management.
Designated Employees:	Licensed Practical Nurses; Registered Nurses
Evening Shift Premium:	\$0.50/hour for hours worked between 2:00 pm and 10:00 pm
Night Shift Premium:	\$1.00/hour for hours worked between 10:01 pm and 6:00 am

### **Care Center (Toppenish) Inc.**



Designated Employees:	Nursing Assistant Certified; Restorative Aide
Evening Shift Premium:	\$.35/hour for hours worked between 2:00 pm and 10:00 pm
Night Shift Premium:	\$.50/hour for hours worked between 10:01 pm and 6 am

**Care Center (Union Gap) Inc.**

Designated Employees:	Nursing Assistant Certified; Restorative Aide; Licensed Practical Nurse; Registered Nurse
Evening Shift Premium:	\$.50/hour for hours worked between 2:30 pm and 10:30 pm
Night Shift Premium:	\$1.00/hour for hours worked between 10:31 pm and 6:30 am

**Baylor Shifts – All Facilities**

Nurses who work a total of 30 hours or more during a forty-eight (48) hour period will be paid for 37.5 hours or their actual hours, whichever is greater.

**SECTION 15.8: OTHER DIFFERENTIALS**

Mentor Differential:	\$1.00/hour for hours worked as a mentor as determined by the facility LMC.
Lead Aide Differential:	\$1.00/hour for hours worked as a Lead Aide determined by the facility LMC
Other Classifications Lead	\$0.75/hour for hours worked as a Lead as determined by the facility LMC.

**SECTION 15.9: CERTIFICATION/LICENSE/PERMIT REIMBURSEMENT**

**15.9.1: CERTIFIED NURSING ASSISTANTS**

All regular full-time and part-time Certified Nursing Assistants (C.N.A.s or NACs) after one year of service shall be reimbursed for the total cost of their license renewal. The facility administrator may require documentation that the payment has been made to the Washington Department of Health, and that the license has been renewed.

**15.9.2: LICENSED PRACTICAL NURSES**

All regular full-time and part-time licensed practical nurses (LPN's) after one year of service shall be reimbursed for the total cost of their license renewal. The facility administrator may require documentation that the payment has been made to the Washington Department of Health, and that the license has been renewed.

**15.9.3: REGISTERED NURSES**

All regular full-time and part-time registered nurses (RN's) after one year of service shall be reimbursed for the total cost of their license renewal. The facility administrator may require documentation that the payment has been made to the Washington Department of Health, and that the license has been renewed.

**15.9.4: OTHER EMPLOYEES**

All other regular full-time and part-time employees, after one year of service, shall be reimbursed for the total cost of their license/permit/certificate renewal if the

license/permit/certificate is required employment condition of their classification. The facility administer may require documentation that the payment has been made to the appropriate department, and that the license has been renewed.

#### **SECTION 15.10: ATTENDANCE BONUS**

Employees are eligible for an attendance bonus when every shift is satisfactorily worked throughout the monthly schedule period and no changes are requested in the schedule by the employee except for trading shifts as provided for in Article 13.4.4 or utilizing unpaid union leave. To qualify, a minimum of 130 compensated hours must have been worked during the qualifying period. The bonus will be an additional twenty-five (\$0.25) per hour on only the hours worked in the qualifying period.

#### **SECTION 15.11: STACKING DIFFERENTIAL**

Employees shall be eligible for all wage differentials provided in this section for which they qualify, and such differentials shall stack.

#### **SECTION 15.12: EMPLOYEES HIRED INTO A NEW CLASSIFICATION**

An Employee transferring into a higher-paid classification shall maintain her/his wage rate or be paid at the new classification wage rate, whichever is greater.

### **ARTICLE 16: PAID TIME OFF, SICK TIME, AND VACATION TIME**

#### **SECTION 16.1: PURPOSE**

The purpose of the Paid Time-Off Program (PTO) is to allow each eligible employee to utilize PTO as the employee determines best fits the employee's personal needs or desires. The PTO program is inclusive of vacation and sick leave.

#### **SECTION 16.2: ELIGIBILITY**

All full-time and part-time employees are eligible for PTO. PTO is accrued upon hire or transfer into a PTO eligible position. Temporary and On-Call employees do not accrue PTO, except as defined in this Agreement or under state law.

#### **SECTION 16.3: AVAILABILITY TO USE**

PTO accruals are available for use in the pay period following completion of ninety (90) days continuous employment. PTO may not be taken before it is actually accrued. All hours are available for use in the pay period following the pay period in which they were earned.

#### **SECTION 16.4: ACCRUAL OF PTO**

Accruals are based upon hours actually worked. Length of service will determine the rate at which an employee will accrue PTO. PTO does not accrue during unpaid leaves of absences. No PTO hours will accrue beyond the listed maximum accruals.

#### **SECTION 16.5: ACCRUAL CHART**

##### **16.5.1: PART-TIME AND FULL TIME EMPLOYEES**

Part-time and full-time employees shall earn PTO at the following rates:

Years of Service	Accrual Rate per Hour	Annual PTO Accrual	Maximum Accrual
Year 1	00.0423	11 days	128 hours
2 to 4 Years	0.0615	16 days	168 hours
5 to 9 Years	0.0807	21 days	208 hours
Over 10 Years	0.0999	26 days	26 days

\*Annual PTO accruals are based on an employee having 2080 paid hours per year (40 hours per week)

\*\*PTO hours accrued beyond the maximum listed will be deposited into the employees extended illness bank (EIB)

## **SECTION 16.6: SCHEDULED PTO**

PTO used for this purpose will be paid out at the employee's base hourly rate of pay and does not include any shift differentials, premium pay or other work incentives. PTO is not part of any overtime calculations. Scheduled PTO is requested in advance and is subject to supervisory approval and department staffing needs. PTO must be requested by the twentieth (20<sup>th</sup>) day of the month prior to the month of the request. If there are more requests for time off than the Employer will allow due to operational needs, seniority shall determine who is allowed the time off.

### **16.6.1: VACATION AND HOLIDAYS**

Employees shall be eligible to take accrued PTO time for vacation and holidays.

### **16.6.2: PERSONAL TIME**

Employees shall be eligible to take accrued PTO time for personal reasons. Such time must be scheduled in advance in accordance with Employer policies and be approved by the employee's supervisor. Personal time PTO must be taken in at least one-hour increments.

## **SECTION 16.7: PTO USE FOR UNANTICIPATED MEDICAL REASONS**

Any payment of PTO due to unanticipated medical reasons for the employee or their family (e.g., sickness, injury, emergency medical treatments, and unscheduled medical appointments) shall be subject to immediate notification of absence. When reasonably possible, employees must provide the Department Supervisor or Charge Nurse a minimum two (2) hour notice before the start of a scheduled shift. Employees are not required to find coverage for their unscheduled PTO related to a qualifying absence under the Washington sick leave law.

### **16.7.1: PTO AND EIB FOR L&I LEAVE**

In the event of an occupational illness or injury, PTO or EIB, after PTO has been exhausted and the other EIB requirements have been met, may be used at the employee's request, for lost work time not covered by Workers' Compensation Insurance. PTO or EIB, after PTO has been exhausted and the other EIB requirements have been met, can be integrated with Workers' Compensation to the extent available to continue normal earnings.

## **SECTION 16.8: COLLECTIVE BARGAINING**

Employees who attend collective bargaining sessions with the Employer on behalf of the Union may have such time charged as unpaid time off rather than PTO.

## **SECTION 16.9: DISASTER AID**

If the Employer approves an employee's written request for absence from work to perform volunteer disaster relief service, the employee may use unpaid time off rather than PTO.

## **SECTION 16.10: PTO ACCUMULATION**

PTO credits may be accumulated and carried over from one (1) calendar year of employment to another up to the designated maximum for the employee's service year. Hours over the maximum amount shall be placed in an extended illness bank, which may be accessed for the use of medical qualifying leave for the employee or for family after three (3) days of continuous illness or if all PTO has been exhausted. Such hours will be retained for this use until exhausted. Hours in the extended illness bank shall not be paid out upon termination of employment.

## **SECTION 16.11: PAYMENT UPON TERMINATION**

After completion of at least twelve (12) months of continuous employment, upon termination of employment a full-time or part time employee will be eligible for payout of PTO earned but not used, under the following conditions:

If a full-time or part-time employee (1) resigns and gives two weeks written notice, or (2) is laid off from employment with the Employer (this does not include low census adjustments) or, (3) transfers from a full - or part-time position to a temporary or on-call position, the Employee shall receive a pay-off of accrued but unused PTO. If the Employee fails to give two weeks written notice the employee is not eligible for payout of PTO. PTO payout shall be made at the employee's base hourly rate of pay at the time of termination.

## **SECTION 16.12: PTO DONATION BANK**

Full-time and part-time employees will be able to donate up to forty (40) hours of PTO to other employees per payroll period, so long as the donating employee does not fall below forty (40) hours of PTO in the donating employees PTO bank. Exceptions may be made on a case-by-case basis with the approval of the Employer's Human Resources Director.

## **SECTION 16.13: PTO EXTENDED ILLNESS BANK DONATION**

Employees shall be able to donate as much accumulated Extended Illness or sick leave (as applicable) as available to other employees within each payroll period. The amount available in employees' Extended Illness Bank shall be printed on Employees' paychecks along with other PTO accruals.

## **SECTION 16.14 PTO CASH-OUT**

Employees shall be able to cash out, without penalty, accrued, but unused, PTO. Employees will submit requests for cash-out to the Employer prior to posting of the upcoming month's schedule.

## **ARTICLE 17: HOLIDAYS**

### **SECTION 17.1: RECOGNIZED HOLIDAYS**

The following holidays shall be recognized for all employees:

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

### **SECTION 17.2: PAYMENT FOR HOLIDAYS**

Employees will be paid time and one-half at their base hourly wage for all actual hours worked on the above holidays not marked with an \*. For all actual hours worked on the above holidays marked with an \*, all employees will be paid double time at their base hourly wage. Employees must work their scheduled shift both before and after the holiday in order to receive the time and one-half or double time pay. If employee does not work their scheduled shift both before and after the holiday worked, the employee will be paid regular time for hours worked on the holiday. The Employer will make an exception for Employee's who are unable to work their shift before or after the holiday due to FMLA or WPFLA qualifying event. Holiday pay (time and one-half or double time) will be paid for actual hours worked:

- New Year's: Night shift beginning on Dec. 31, Day shift Jan. 1, Eve shift Jan. 1
- President's Day: Day shift, Eve shift, and Night shift of the Holiday
- Memorial Day: Day shift, Eve shift, and Night shift of the Holiday
- Independence Day: Day shift, Eve shift, and Night shift of the Holiday
- Labor Day: Day shift, Eve shift, and Night shift of the Holiday
- Thanksgiving Day: Day shift, Eve shift, and Night shift of the Holiday
- Christmas: Night shift beginning on Dec. 24, Day shift Dec. 25, Eve shift Dec. 25

## **ARTICLE 18: INSURED BENEFITS**

### **TIER 1 2020 HEALTH INSURANCE PREMIUMS:**

Effective January 1, 2020 Health Plan co-premium for employee care shall be \$128.74 per month and the co-premium for employees and their children shall be \$443.42 per month. The Employer shall also provide a Tier 2 HSA Plan. The co-premium for employee care shall be \$121.11 and the co-premium for employees and their children shall be \$405.23 per month.

### **2021 Health Insurance Premiums:**

Effective January 1, 2021 Health Plan co-premium for employee care shall be \$135.17 per month and the co-premium for employees and their children shall be \$465.60 per month.

The Employer shall also provide a Tier 2 HSA Plan. The co-premium for employee care shall be \$127.17 and the co-premium for employees and their children shall be \$425.49.

The Employer may implement health, dental, vision and/or disability benefits as outlined in Employer Policies. The Employer may select, change, eliminate or modify insurance carriers, benefit plans, benefit levels, and employee co-pays. Prior to implementing any substantial and material change in insured benefits, 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.

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 19: RETIREMENT/401(K) PLAN**

### **SECTION 19.1: 401(K) PLAN**

The Employer shall provide a 401(k) Retirement Employee Savings Plan for the term of this Agreement. The Employer will match fifty percent (50%) of the employee's elected contribution up to three percent (3%) of annual compensation. A summary of the plan and enrollment details is provided as Appendix B in this Agreement (the full Summary Plan is available to Employees upon request).

## **ARTICLE 20: UNION LEAVE**

### **SECTION 20.1: EXTENDED UNION LEAVE**

Workers may request an unpaid leave of absence to perform work for the Union with at least thirty (30) days' notice to the Employer. Such leaves may be for any duration of up to six (6) months and may be extended by mutual consent. The Employer will take the needs of the business into account but will not unreasonably withhold approval of such leave or extension.

To the extent allowed by the business, the Employer shall return the worker to the same job, shift and position that he/she held at any time they went on Union leave with no loss of seniority and with any intervening increases in wages or benefits applied as if they had been working. Workers must give the Employer at least ten (10) days written notice of their return to work.

### **SECTION 20.2: SHORT UNION LEAVE (UNPAID)**

With thirty (30) days' notice to the Employer, employees who are attending the Union's annual convention, the convention of SEIU, or who are requesting other short-term leave for Union business shall be granted unpaid release time for the duration of the Convention or event. Such leave shall be granted on a first-come, first-serve basis. The Employer may limit the numbers of employees granted leave to no more than five (5) per facility, and no more than one (1) from

any department except nursing per facility. Employees on unpaid union leave may utilize any earned PTO 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 20.3: SHORT UNION ADVOCACY AND BARGAINING LEAVE (PAID)**

The Employer shall grant up to eight (8) paid shifts per contract year for employees to engage in public advocacy for quality long-term care, as agreed between the Employer and the Union. The Employer shall make a good faith effort to maximize the number of employees released on unpaid leave to attend one of the main days designated as public advocacy days by the Union.

### **SECTION 20.4: ADVOCATE TRAINING**

The Union shall be allotted up to six (6) shifts of unpaid release time in each facility annually for Advocate Training, with no more than three (3) for any one training. Sufficient advance notice shall be provided to the Employer to ensure adequate staffing levels on the date of the training.

## **ARTICLE 21: LEAVES OF ABSENCE**

### **SECTION 21.1: GENERAL LEAVE PROVISIONS.**

Except where explicitly noted in Article 20 Union Leave and this article, the Employer may implement, modify, or eliminate the leaves of absence as outlined in this Article and consistent with all state and federal leave requirements. The Employer reserves the right to modify its Leave of Absence policies. The Employer will inform the Union of any material and substantial changes in its Leave of Absence policies prior to implementation.

### **SECTION 21.2: BEREAVEMENT**

Full-time and Part-time employees who have completed their initial probationary period may take up to three (3) paid and two (2) unpaid days of leave in the event of the death of a spouse, domestic partner, child or step-child, parent or step-parent, sibling or step-sibling, grandparent, grandchild, or corresponding in-laws. Additional days of unpaid leave may be granted by the Employer. Employees may use accrued PTO for any unpaid bereavement days.

### **SECTION 21.3: DISABILITY LEAVE**

The Employer shall comply with all state and federal rules and regulations regarding disability leave.

#### **21.3.1 NON-WORK-RELATED DISABILITY LEAVE**

Employees who have been continuously employed for at least five (5) years and who are disabled due to injuries, illness, or pregnancy, are eligible for an unpaid disability leave of up to six (6) months. While on leave employees will not lose or accrue seniority. PTO does not need to be exhausted before such unpaid leave is taken. An employee on disability leave will be returned to their same job classification and shift upon their return.

### **SECTION 21.4: JURY DUTY**

Employees must immediately advise their supervisor of receipt of a jury summons. Employees will receive unpaid days of leave for the jury duty period. Eligible employees may use accrued

paid PTO leave. Employees must contact their supervisor and report for their regular duties when temporarily excused from attendance in court.

#### **SECTION 21.5: FAMILY LEAVE**

The Employer shall comply with all state and federal rules and regulations regarding Family and Medical Leave. Such compliance shall not diminish any additional rights offered by the language of this Agreement.

#### **SECTION 21.6: MILITARY SERVICE**

Leaves of absence for the performance of duty with the U.S. Armed Forces or with a reserve component shall be granted in accordance with applicable law. Employees must notify their supervisors and provide a copy of their orders as soon as possible.

#### **SECTION 21.7: PERSONAL LEAVE**

Should a situation arise that temporarily prevents an employee from working, he/she may be eligible for a Personal Leave of Absence without pay for up to forty-five (45) calendar days. Unpaid personal leaves of absence will be considered only after all paid time off has been exhausted. Personal leave must be requested at least sixty (60) days in advance. Employees must be continuously employed for at least six months prior to the requested leave. Personal leave must be requested at least sixty (60) days in advance. Personal leave may be granted with less than sixty (60) days' notice upon approval by facility Administrator. An employee on personal leave will be returned to their same job classification but not necessarily the same shift upon their return. While on personal leave employees will not lose or accrue seniority. The decision to approve or deny a personal leave of absence will be based on the circumstances, length of time requested, employee's job performance, attendance and punctuality record, reason for the leave, the effect the employee's absence will have on the work in the department and the expectation that the employee will return to work when the leave expires.

#### **SECTION 21.8: MILITARY CAREGIVER LEAVE**

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



member. This provision shall be administered in accordance with the U.S. Department of Labor Relations.

#### **SECTION 21.9: MILITARY SPOUSE LEAVE**

Up to fifteen (15) days of unpaid leave will be granted to an eligible employee who averages twenty (20) or more hours of work per week, whose spouse is on leave from deployment or before and up to deployment during a period of military conflict. An employee who takes leave under this provision may elect to substitute any of the accrued paid leave to which the employee is entitled for any part of the leave provided under this provision. The employee must provide his or her supervisor with notice of the employee's intention to take leave within five (5) business days of receiving official notice that the employee's spouse 'will be on leave or of an impending call to active duty. This provision shall be administered in accordance with RCW 49.77.

#### **SECTION 21.10: DOMESTIC VIOLENCE/SEXUAL ABUSE/STALKING LEAVE**

Eligible employees shall be entitled to take unpaid leave for domestic violence, sexual assault or stalking that the employee has experience, or for the use to care for and/or assist a family member who has experienced domestic violence, sexual assault or stalking. Leave under this provision shall be administered in accordance with RCW 49.76.

### **ARTICLE 22: LAYOFF AND RECALL**

#### **SECTION 22.1: DEFINITION**

A layoff shall be defined as an expectation of loss of work in a particular classification for three (3) weeks or more. In the event the Employer anticipates loss of work for a shorter period of time Article 22 Census Adjustment shall apply.

#### **SECTION 22.2: SENIORITY DURING LAYOFF**

Seniority shall cease to accrue but shall not be lost in the event of a layoff, unless such a layoff lasts longer than (18) eighteen months.

#### **SECTION 22.3: GENERAL CONDITIONS**

It is the intent of the parties to administer this Agreement to minimize the Impact of layoff, hours reduction or displacement of employees.

#### **SECTION 22.4: LAYOFF NOTICE**

Prior to a layoff taking effect the Employer shall provide notice to the Union of the layoff, the affected employees, the shifts, job classifications and number of hours affected, and if known, the anticipated length of the layoff. The notice shall be provided fourteen (14) calendar days prior to the implementation of the layoff. The Union may request a meeting for the purpose of avoiding or mitigating said layoff and discussion of the procedures to be followed. Any such meeting shall be held within seven (7) days of the notice of layoff.

#### **SECTION 22.5: LAYOFF PROCEDURE**

In the event of a layoff, the Employer will lay off the least senior employee in the affected job

category. In the event that two (2) or more employees have equal seniority the Employer shall consider the disciplinary records of the employees for the prior eighteen (18) months to determine the order of the layoff. Probationary and Temporary employees within the effected job classification shall be laid off first or have their hours reduced first without regard to seniority.

#### **SECTION 22.6: RECALL**

In the event of a recall, the Employer will recall the most senior employee in the affected job classification. In the event that two or more employees have equal seniority the Employer shall consider the disciplinary records of the employees for the prior eighteen (18) months to determine the order of the recall.

### **ARTICLE 23: LOW CENSUS ADJUSTMENT**

#### **SECTION 23.1: GENERAL PRACTICE**

The Employer will post in each facility the current staffing levels that associate with normal and low census levels. Upon completion of the annual budget the Employer shall notify the Employees of any adjustment in the hours per patient day affecting the bargaining unit. Upon request by the Union, the Employer will meet within 30 days of such request, with the Labor Management Committee to explain the changes and discuss any employee concerns.

#### **SECTION 23.2: GENERAL LOW CENSUS PROGRAMS**

In the event there is a decrease in the workload and the Employer determines it is necessary to adjust the staffing, the following order of low census call off shall apply.

- a) Temporary employees
- b) Employees on extra shifts or overtime
- c) Volunteers
- d) On-call employees
- e) If no on-call or temporary employees are scheduled, regular employees will be offered the opportunity to voluntarily reduce their scheduled hours. Employees may choose to use accrued PTO leave.
- f) If no volunteers are found, the Employer will equitably rotate low census on each shift by using the seniority list by job classification. The list will be created with the employee who was hired last being the first to take a low census day when the facility is overstaffed, subject to the above considerations. Such employee's name will then be removed from the seniority rotation list. On the next day the facility is overstaffed, the employee who was hired second to the last will be asked to take a low census day off, etc., until each employee has taken their turn. After every employee has taken their turn, the list will start over again.

Employees that have agreed to work an alternate day or shift prior to their name being called on the seniority list, that employee's name will be crossed off from the list, and when his/her turn comes up, staffing will skip their name and proceed to the next employee.

### **SECTION 23.3: ALTERATION TO GENERAL LOW CENSUS PROGRAMS**

Employer may utilize an alternative program to the one defined above that is agreed to between the Employer and the Union at each Center's Labor Management Committee and signed by Union and Employer representatives.

## **ARTICLE 24: GRIEVANCE PROCEDURE**

### **SECTION 24.1: GRIEVANCE PROCESS**

The Union and Employer agree to make every effort to resolve grievances at the lowest possible level. Employees are encouraged to bring up any concerns with their immediate supervisor prior to filing a formal grievance.

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

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

Failure to present a grievance within fifteen (15) calendar days of the date the Union or employee became aware of the issue shall nullify the grievance.

### **SECTION 24.2: GRIEVANCE STEPS**

**Step 1:** The complaint must generally be presented to the Department within fifteen (15) calendar days from the date of the event giving rise to the concern, or the date the event became known or should have been known. This step may be waived by mutual written consent of the parties. The Department Head will respond within fifteen (15) calendar days of the Step 1 meeting to affected employee(s) and the appropriate advocate or Union field representative, unless the Employer-making a reasonable effort to research the issue-notifies the complainant in writing of reasonable cause existing for further delay. The Step 1 response will settle the matter, unless appealed to Step 2.

**Step 2:** If the matter is not resolved at Step 1, it shall be reduced to writing and presented to the Facility Administrator within fifteen (15) calendar days of the Step 1 response or from the time the Department Head should have responded in Step 1. The Union Field Representative or advocate and the Facility Administrator shall arrange a mutually agreeable date to meet within ten (10) calendar days from the receipt of such grievance for the purpose of attempting to settle the matter. The facility Administrator shall respond to the written grievance in writing within ten (10) calendar days of the Step 2 meeting. The Step 2 response will settle the matter

unless appealed to Step 3.

**Step 3:** If the parties are unable to resolve the dispute at Step 2, the matter shall be presented to corporate Human Resources representative or designee. The decision of the corporate Human Resources representative or designee will be final for verbal or written warnings that do not result in a suspension, that are not final warnings. All other disciplinary and contractual issues shall be subject to the mediation and arbitration procedure below.

#### **SECTION 24.3: MEDIATION (OPTIONAL)**

Mediation may be mutually agreed upon by the Union and the Employer to resolve grievances following Step 3. A mediator shall be selected by mutual agreement of the Employer and the Union within five (5) calendar days of advancement of a grievance to mediation, from a list of trained mediators provided by the Federal Mediation and Conciliation Service or by mutual agreement. The mediator shall hear the presentation of the grievance within ten (10) calendar days of the date of selection. The mediator shall issue a recommended solution within ten (10) calendar days of the presentation of the grievance. Should the mediated resolution be unacceptable to the Union, the Union shall reserve the right to proceed to arbitration. That Parties agree that the Mediator's recommended solution or comments and the parties' own proposals, comments and suggestions during mediation may not be referred to or used as evidence in any subsequent Arbitration process.

#### **SECTION 24.4: ARBITRATION**

If a grievance is unresolved at 3rd step or mediation, the Union may proceed to arbitration within thirty (30) calendar days of the date the Employer response is received or due in Step 3, or within thirty (30) calendar days from the date a mediated resolution is rejected. The arbitrator shall issue a written decision.

##### **24.4.1: SELECTION OF AN ARBITRATOR**

An arbitrator shall be selected by mutual agreement of the Employer and the Union. In the event mutual agreement is not reached on selection, an arbitrator shall be selected from a list of seven (7) regional arbitrators provided by the Federal Mediation and Conciliation Service. The arbitrator shall be selected by alternate strikes of the list; the party to strike first shall be determined by a coin toss.

##### **SECTION 24.4.2: SCOPE**

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

##### **SECTION 24.4.3: COSTS**

The cost of arbitration which shall include the fees and expenses of the Arbitrator, the Court

Reporter and the transcript shall be borne equally by the parties. Each party shall pay any fees of its own representatives and witnesses for time lost.

#### **ARTICLE 25: SEVERABILITY**

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

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

#### **ARTICLE 26: NOTICE OF SALE**

In the event a facility is to be sold, assigned, leased or transferred, the Employer shall notify the Union in writing, at least sixty (60) calendar days prior to such transaction, subject to SEC and other applicable laws and regulations. Such notice shall include the name and address of the prospective new owner, assignee, lessee or transferee. The Employer shall meet with representatives of the Union to bargain over the effects of the transaction on bargaining unit employees, not later than forty-five (45) days prior to any transaction. No confidential business information shall be disclosed to Union at any time unless the Union agrees to suitable arrangements for protecting the confidentiality and use of such information.

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

The Employer shall not be held accountable, responsible or in any way liable (monetarily or otherwise), should the successor decline to adopt or otherwise assume the obligations and the benefits of this Agreement and such failure to adopt and/or assume shall not in any way preclude the sale and/or transfer of the business, so long as the Employer performs the obligations set out in this Article.

#### **ARTICLE 27: NO-STRIKE CLAUSE**

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

If an employee or employees engage in any strike during the term of this Agreement, and the

Employer notifies the Union of such 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 this Article will be subject to discipline up to and including termination.

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

- As promptly as possible publicly disavow such action by the employees;
- Notify the employees of its disapproval of such action and instruct such employees to cease such action and return to work immediately;
- Post notices on Union bulletin boards advising that it disapproves of such action and instructing employees to return to work immediately.

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

## **ARTICLE 28: HEALTH AND SAFETY**

The Employer and Employees shall carry out their obligations as set forth in applicable federal, state, and local laws and regulations to provide a safe and healthy work environment for its employees. The Employer shall be responsible for enforcement of such rules and regulations and of its own safety rules and regulations. Employees shall abide by all of the Employer's safety policies and procedures.

Reported actions such as harassment, threats, threatening behavior, or acts of violence by or against employees, visitors, residents, vendors, independent contractors, or others doing business with the company will be promptly investigated by the Employer.

### **Confidentiality**

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

### **Training**

All employees will be provided regular training regarding the Employer's anti-harassment policies, including reporting.

## **ARTICLE 29: DIGNITY AND RESPECT**

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.

## **ARTICLE 30: TERM OF AGREEMENT AND REOPENER**

### **SECTION 30.1: DURATION OF AGREEMENT**

This Agreement shall be effective as of the date of the ratification of this Agreement, and shall remain in full force and effect unless amended by mutual written agreement of the parties through the end of the term December 31, 2021 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.

### **SECTION 30.2: RE-OPENER DURING TERM OF AGREEMENT**

Notwithstanding the above, the parties agree that either party may make a written request to reopen the Agreement for negotiations over wages and benefits consistent with Article 14 Economics up to sixty (60) days following Employer's receipt of written notification by an official and authoritative representative of Washington's Government reporting the specific scope of scheduled changes (i.e., increase or decrease) to the Medicaid skilled nursing facility rate net of any provider tax.

Since numerous historical examples exist of Washington's Government Representatives announcing scheduled Medicaid rate changes and then failing to implement such changes as specifically announced, the parties agree that any wages and/or benefit change agreement negotiated through the foregoing re-opener provision shall not be effective until Employer actually receives the rate change as specifically promised by the official and authoritative representative of Washington's Government.

During bargaining for economic reopeners, the provisions of Article 27 No-Strike Clause shall not apply, except for negotiations over health insurance between the Employer and Union during 2015.

If the parties are not able to reach agreement in an economic reopener or for a successor agreement, they may by mutual agreement submit the question to expedited binding interest arbitration as provided for in Article 24.4.

For SEIU 775

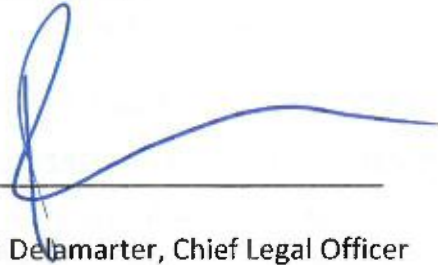


Sterling Harders, President

2/4/20

Date

For (Employer)



Ryan Delamarter, Chief Legal Officer

2/7/20

Date



## APPENDIX A: WAGES SCALE

Grade	Base	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Activities Assistant	\$13.60	\$13.80	\$14.01	\$14.22	\$14.43	\$14.65	\$14.87	\$15.09	\$15.32	\$15.55	\$15.78	\$16.02	\$16.26	\$16.50	\$16.75	\$17.00
Cook	\$14.00	\$14.21	\$14.42	\$14.64	\$14.86	\$15.08	\$15.31	\$15.54	\$15.77	\$16.01	\$16.25	\$16.49	\$16.74	\$16.99	\$17.24	\$17.50
Dietary Aide / Dishwasher / Housekeeping/ Laundry	\$13.60	\$13.80	\$14.01	\$14.22	\$14.43	\$14.65	\$14.87	\$15.09	\$15.32	\$15.55	\$15.78	\$16.02	\$16.26	\$16.50	\$16.75	\$17.00
Medical Records Assistant*	\$13.60	\$13.80	\$14.01	\$14.22	\$14.43	\$14.65	\$14.87	\$15.09	\$15.32	\$15.55	\$15.78	\$16.02	\$16.26	\$16.50	\$16.75	\$17.00
Van Driver*	\$13.60	\$13.80	\$14.01	\$14.22	\$14.43	\$14.65	\$14.87	\$15.09	\$15.32	\$15.55	\$15.78	\$16.02	\$16.26	\$16.50	\$16.75	\$17.00
Maintenance Aide	\$14.00	\$14.21	\$14.42	\$14.64	\$14.86	\$15.08	\$15.31	\$15.54	\$15.77	\$16.01	\$16.25	\$16.49	\$16.74	\$16.99	\$17.24	\$17.50
Social Services Assistant*	\$13.60	\$13.80	\$14.01	\$14.22	\$14.43	\$14.65	\$14.87	\$15.09	\$15.32	\$15.55	\$15.78	\$16.02	\$16.26	\$16.50	\$16.75	\$17.00
PCA*	\$14.50	\$14.72	\$14.94	\$15.16	\$15.39	\$15.62	\$15.85	\$16.09	\$16.33	\$16.58	\$16.83	\$17.08	\$17.34	\$17.60	\$17.86	\$18.13
Licensed Practical Nurse*	\$24.50	\$24.99	\$25.49	\$26.00	\$26.52	\$27.05	\$27.59	\$28.14	\$28.71	\$29.28	\$29.87	\$30.46	\$31.07	\$31.69	\$32.33	\$32.97
Registered Nurse*	\$31.50	\$32.13	\$32.77	\$33.43	\$34.10	\$34.78	\$35.47	\$36.18	\$36.91	\$37.65	\$38.40	\$39.17	\$39.95	\$40.75	\$41.56	\$42.39
Nursing Assistant Registered	\$13.75	\$13.96	\$14.17	\$14.38	\$14.59	\$14.81	\$15.03	\$15.26	\$15.49	\$15.72	\$15.96	\$16.20	\$16.44	\$16.69	\$16.94	\$17.19
Nursing Assistant Certified	\$14.50	\$14.72	\$14.94	\$15.16	\$15.39	\$15.62	\$15.85	\$16.09	\$16.33	\$16.58	\$16.83	\$17.08	\$17.34	\$17.60	\$17.86	\$18.13
Restorative Aide	\$14.75	\$14.97	\$15.20	\$15.42	\$15.66	\$15.89	\$16.13	\$16.37	\$16.62	\$16.87	\$17.12	\$17.37	\$17.64	\$17.90	\$18.17	\$18.44

## **APPENDIX B: PRESTIGE CARE 401(K) PLAN SUMMARY, ENROLLMENT INFORMATION AND FAQs (AS PROVIDED BY PRESTIGE AND FIDELITY\*)**

\*Statements contained in Appendix B were not negotiated by the parties. Participation in a 401(k) plan is entirely determined by each employee. This section is to provide information only.

There are many great benefits to being a participant in the Prestige Care 401(k) Plan. Among those benefits is exceptional customer service- online or by phone. In fact, you can count on Prestige Care and Fidelity to help support you every step of the way.

### Best practices to consider:

- The impact of an early start.
  - Your decision to start today could give you quite a bit more at retirement than starting five years from now.
- Contribute as much as you can.
  - That amount can take you a long way toward reaching your financial goals.
- Do what you can afford.
  - Start at a number that feels comfortable to you. You can always change it later. The important thing is to invest what you can afford and start right away.
- Invest more in your plan, pay less in taxes.
  - Your pretax contributions come out of your pay before income taxes are taken out. You can actually lower your current taxes by investing in the plan today.

Find out how simple it can be to enroll, manage your account, and take advantage of what Prestige Care and Fidelity have to offer.

### Enroll in the retirement plan

If you haven't already, enrolling in your plan is the right step towards a more secure retirement. It's easy to join your plan and make that next great investment in yourself. Here's how:

- First, go to Fidelity NetBenefits® at [www.401k.com](http://www.401k.com).
- Next, set up your password. If you're already a Fidelity customer, you can use your existing password. Please note, you will be prompted to enter your email address.
- Finally, click on the link to enroll.

If you have questions or need help before getting started, visit [www.401k.com](http://www.401k.com) or call Fidelity at 1-800- 835-5097.

## Frequently Asked Questions

Here are answers to questions you may have about the key features and benefits of Prestige Care 401(k) Plan.

Q: When am I eligible to enroll?

A:

Employee Contributions	Complete 2 months of service
Company Match	Complete 12 months (with 1000 hours) of service
Employer Profit Sharing	Complete 12 months (with 1000 hours) of service

Q: When can I enroll in the plan?

A: Refer to the Summary Plan Description

Q: How much can I contribute?

A:

Employee Contributions	1% to 100% of eligible pretax pay (IRS limit of \$19,000 for 2019) EGTRRA Catch Up Provision
Contribution Change Frequency	Beginning of Payroll Period
Company Match	50% of the first 3% in eligible compensation deferred
Discretionary Profit	Refer to the Summary Plan Description for further information regarding profit sharing contributions.

Q: Can I make a catch up contribution?

A: If you are age 50 or over by the end of the taxable year and have reached the annual IRS limit or Plan's maximum contribution limit for the year, you may make additional salary deferral, pretax contributions to the Plan up to the IRS Catch Up Provision Limit (2019 = \$6,000).

Q: When am I vested?

A: Employee Contribution

100% Immediate

Company Match	Years of Service for Vesting	Percentage
	Less than 2	0
	2	20
	3	40
	4	60
	5	80
	6	100
Discretionary Profit Sharing	Years of Service for Vesting	Percentage
	Less than 2	0
	2	20
	3	40
	4	60
	5	80
	6	100

Q: Can I take a loan?

A: Although your plan account is intended for the future, you may take a loan from your account.

Q: Can I take a withdrawal?

A: Withdrawals from the Plan are generally permitted in the event of termination of employment, retirement disability, or death.

Q: What are the investment options?

A: Visit [www.401k.com](http://www.401k.com) or visit a Fidelity location near you.



Effective January 1, 2021

Grade	Base	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Activities Assistant	\$13.79	\$14.00	\$14.21	\$14.42	\$14.64	\$14.86	\$15.08	\$15.30	\$15.53	\$15.77	\$16.00	\$16.24	\$16.49	\$16.73	\$16.99	\$17.24
Cook	\$14.00	\$14.21	\$14.42	\$14.64	\$14.86	\$15.08	\$15.31	\$15.54	\$15.77	\$16.01	\$16.25	\$16.49	\$16.74	\$16.99	\$17.24	\$17.50
Dietary Aide / Dishwasher / Housekeeping/ Laundry	\$13.79	\$14.00	\$14.21	\$14.42	\$14.64	\$14.86	\$15.08	\$15.30	\$15.53	\$15.77	\$16.00	\$16.24	\$16.49	\$16.73	\$16.99	\$17.24
Medical Records Assistant*	\$13.79	\$14.00	\$14.21	\$14.42	\$14.64	\$14.86	\$15.08	\$15.30	\$15.53	\$15.77	\$16.00	\$16.24	\$16.49	\$16.73	\$16.99	\$17.24
Van Driver*	\$13.79	\$14.00	\$14.21	\$14.42	\$14.64	\$14.86	\$15.08	\$15.30	\$15.53	\$15.77	\$16.00	\$16.24	\$16.49	\$16.73	\$16.99	\$17.24
Maintenance Aide	\$14.00	\$14.21	\$14.42	\$14.64	\$14.86	\$15.08	\$15.31	\$15.54	\$15.77	\$16.01	\$16.25	\$16.49	\$16.74	\$16.99	\$17.24	\$17.50
Social Services Assistant*	\$13.79	\$14.00	\$14.21	\$14.42	\$14.64	\$14.86	\$15.08	\$15.30	\$15.53	\$15.77	\$16.00	\$16.24	\$16.49	\$16.73	\$16.99	\$17.24
PCA*	\$14.70	\$14.92	\$15.15	\$15.37	\$15.60	\$15.84	\$16.08	\$16.32	\$16.56	\$16.81	\$17.06	\$17.32	\$17.58	\$17.84	\$18.11	\$18.38
Licensed Practical Nurse*	\$24.50	\$24.99	\$25.49	\$26.00	\$26.52	\$27.05	\$27.59	\$28.14	\$28.71	\$29.28	\$29.87	\$30.46	\$31.07	\$31.69	\$32.33	\$32.97
Registered Nurse*	\$31.50	\$32.13	\$32.77	\$33.43	\$34.10	\$34.78	\$35.47	\$36.18	\$36.91	\$37.65	\$38.40	\$39.17	\$39.95	\$40.75	\$41.56	\$42.39
Nursing Assistant Registered	\$13.75	\$13.96	\$14.17	\$14.38	\$14.59	\$14.81	\$15.03	\$15.26	\$15.49	\$15.72	\$15.96	\$16.20	\$16.44	\$16.69	\$16.94	\$17.19
Nursing Assistant Certified	\$14.70	\$14.92	\$15.15	\$15.37	\$15.60	\$15.84	\$16.08	\$16.32	\$16.56	\$16.81	\$17.06	\$17.32	\$17.58	\$17.84	\$18.11	\$18.38
Restorative Aide	\$14.95	\$15.18	\$15.40	\$15.63	\$15.87	\$16.11	\$16.35	\$16.59	\$16.84	\$17.10	\$17.35	\$17.61	\$17.88	\$18.14	\$18.42	\$18.69

**Memorandum of Agreement between  
SEIU, Local 775 and Prestige Care  
Camas, Colville, Richland, Sunnyside, and Toppenish**

The parties, the Service Employee International Union, Local 775 (SEIU) and the Prestige Care, enter into the following agreement amending the collective bargaining agreements between SEIU and Camas Care Center, Colville Care Center, Richland Care Center, Sunnyside Care Center and Toppenish Care Center.

Effective on the January 1, 2022 the hiring scale included in the 2018-2022 Collective Bargaining Agreement will be replaced with the following scale.

Classification	Hire Rate	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	7th Year	8th Year	9th Year	10th Year	11th Year	12th Year	13th Year	14th Year	15th Year
Activities																
Asst./Hospitality Aides	\$ 15.00	\$ 15.21	\$ 15.45	\$ 15.69	\$ 15.92	\$ 16.16	\$ 16.40	\$ 16.65	\$ 16.90	\$ 17.15	\$ 17.41	\$ 17.67	\$ 17.93	\$ 18.20	\$ 18.48	\$ 18.75
Cook	\$ 16.00	\$ 16.24	\$ 16.48	\$ 16.73	\$ 16.98	\$ 17.24	\$ 17.50	\$ 17.76	\$ 18.02	\$ 18.29	\$ 18.57	\$ 18.85	\$ 19.13	\$ 19.42	\$ 19.71	\$ 20.00
Dietary Aide/Dishwasher/ HK/Laundry	\$ 15.00	\$ 15.23	\$ 15.45	\$ 15.69	\$ 15.92	\$ 16.16	\$ 16.40	\$ 16.65	\$ 16.90	\$ 17.15	\$ 17.41	\$ 17.67	\$ 17.93	\$ 18.20	\$ 18.48	\$ 18.75
Van Driver *	\$ 15.00	\$ 15.23	\$ 15.45	\$ 15.69	\$ 15.92	\$ 16.16	\$ 16.40	\$ 16.65	\$ 16.90	\$ 17.15	\$ 17.41	\$ 17.67	\$ 17.93	\$ 18.20	\$ 18.48	\$ 18.75
Social Services Asst. *	\$ 15.00	\$ 15.23	\$ 15.45	\$ 15.69	\$ 15.92	\$ 16.16	\$ 16.40	\$ 16.65	\$ 16.90	\$ 17.15	\$ 17.41	\$ 17.67	\$ 17.93	\$ 18.20	\$ 18.48	\$ 18.75
Maintenance Aide *	\$ 15.75	\$ 15.99	\$ 16.23	\$ 16.47	\$ 16.72	\$ 16.97	\$ 17.22	\$ 17.48	\$ 17.74	\$ 18.01	\$ 18.28	\$ 18.55	\$ 18.83	\$ 19.11	\$ 19.40	\$ 19.69
PCA *	\$ 16.25	\$ 16.49	\$ 16.74	\$ 16.99	\$ 17.25	\$ 17.51	\$ 17.77	\$ 18.03	\$ 18.31	\$ 18.58	\$ 18.86	\$ 19.14	\$ 19.43	\$ 19.72	\$ 20.02	\$ 20.32
LPN *	\$ 28.00	\$ 28.56	\$ 29.13	\$ 29.71	\$ 30.31	\$ 30.91	\$ 31.53	\$ 32.16	\$ 32.81	\$ 33.46	\$ 34.13	\$ 34.81	\$ 35.51	\$ 36.22	\$ 36.95	\$ 37.68
RN *	\$ 35.00	\$ 35.70	\$ 36.41	\$ 37.14	\$ 37.89	\$ 38.64	\$ 39.42	\$ 40.20	\$ 41.01	\$ 41.83	\$ 42.66	\$ 43.52	\$ 44.39	\$ 45.28	\$ 46.18	\$ 47.11
NAR/Hospitality Aide	\$ 15.00	\$ 15.23	\$ 15.45	\$ 15.69	\$ 15.92	\$ 16.16	\$ 16.40	\$ 16.65	\$ 16.90	\$ 17.15	\$ 17.41	\$ 17.67	\$ 17.93	\$ 18.20	\$ 18.48	\$ 18.75
NAC	\$ 16.50	\$ 16.75	\$ 17.00	\$ 17.25	\$ 17.51	\$ 17.78	\$ 18.04	\$ 18.31	\$ 18.59	\$ 18.87	\$ 19.15	\$ 19.44	\$ 19.73	\$ 20.02	\$ 20.32	\$ 20.63
Restorative Aide	\$ 16.75	\$ 17.00	\$ 17.25	\$ 17.50	\$ 17.76	\$ 18.03	\$ 18.29	\$ 18.56	\$ 18.84	\$ 19.12	\$ 19.40	\$ 19.69	\$ 19.98	\$ 20.27	\$ 20.57	\$ 20.88

Following the signing of this agreement, the Employer will generate a list of proposed step placements for all Employees covered under this agreement and will share this list securely with the Union. The Union will be provided with an opportunity to discuss the proposed step placement, though any wage modification will occur at the Employer's discretion following the discussing with the Union, if requested.

Within 30 days of the increase on January 1, 2022, Employees who believe they should be placed at a different step may bring this to the attention of their facility leadership, at which time a review of their placement will be conducted and adjustments made if deemed necessary. The Union will be notified of step review requests and will be given the opportunity to discuss.

Effective January 1, 2022, each bargaining unit employee shall be placed on the new scale according to their current step placement and will receive their step increase.

All employees whose rates are at the top of or above their respective scale shall receive raises of 2.75%.

The parties agree that should the transition of Clarkston Care Center be delayed past January 1, 2022, the parties agree to reconvene to bargain changes for Clarkston Care Center.

For the Employer:

For the Union:

Date:

Date:

*[Signature]*  
*[Signature]*  
*[Signature]*  
 HR.

*[Signature]*  
*[Signature]*  
 DR  
 Apera  
 19 Nov 2021  
*[Signature]*  
*[Signature]*  
 Catherine Bend

# Memorandum of Understanding

## Contract Extension

### SEIU 775 & Prestige

SEIU 775 (the Union) and Prestige Care at Camas, Pinewood, Richland, Sunnyside and Toppenish (the Employer) agree to extend the Collective Bargaining Agreement from the current expiration date of December 31, 2021, to August 31, 2022.

Further, the parties also agree to open the Agreement for the purpose of negotiating Wages, and Health & Safety.

**For SEIU 775:**

Summer Young (signed electronically)

**Date** 18 October 2021

**For Employer:**

Aaron Grimsme

**Date** 10/15/2021