

# **Collective Bargaining Agreement**

between

**SEIU 775**

And

**Caldera**

**Aldercrest, Fir Lane and North Auburn**

**Effective August 3, 2021 to July 31, 2023**

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## **ARTICLE 1: RECOGNITION**

This Agreement is between Aldercrest Health and Rehabilitation Center, North Auburn Rehabilitation and Health Center, and Fir Lane Health and Rehabilitation Center (hereafter referred to as the “Employer”) and SEIU 775 (hereafter referred to as the “Union”). The employer recognizes the Union as the exclusive collective bargaining representative for the employees in the following classifications as a single bargaining unit:

UNIT for Aldercrest Health & Rehabilitation Center: All full-time, regular part-time and on-call Certified Nurse Assistants (NACs), Hospitality Aides, Registered Nursing Assistants (NARs), Activities Assistants, Housekeepers, Cooks, Kitchen Aides, Maintenance Employees, Central Supply Aides and Receptionists, employed by the Employer at its Edmonds, Washington, location, excluding all other employees included but not limited to registered nurses (RNs), licensed practical nurses (LPNs), medical records employees, schedulers, managers, assistant managers, office clerical employees, confidential employee, professional employees, and guards and Supervisors as defined in the National Labor Relations Act.

UNIT for Fir Lane Health & Rehabilitation Center: All full-time, regular part-time and on-call Certified Nurse Assistants (NACs), Hospitality Aides, Registered Nursing Assistants (NARs), Nursing Clerks, Dietary Assistants, Housekeepers, Cooks, Activities Assistants and Maintenance Assistants employed by the employer at its 2430 North 13th Street, Shelton, Washington location; excluding all other employees included but not limited to receptionists, registered nurses (RNs), licensed practical nurses (LPNs), medical records employees, schedulers, managers, assistant managers, office clerical employees, confidential employee, professional employees, and guards and Supervisors as defined in the National Labor Relations Act.

UNIT for North Auburn Rehabilitation and Health Center: All full-time, regular part-time and on-call Certified Nurse Assistants (NACs), Hospitality Aides, Registered Nursing Assistants (NARs), Nursing Clerks, Housekeepers, Cooks, Dietary Assistants, and Activities Assistants employed by the Employer at its 2830 I Street NE, Auburn, Washington location; excluding all other employees, employees included but not limited to, receptionists, registered nurses (RNs), licensed practical nurses (LPNs), medical records employees, schedulers, managers, assistant managers, office clerical employees, confidential employee, professional employees, and guards and Supervisors as defined in the National Labor Relations Act.

### **SECTION 1.1 SUBCONTRACTING**

Housekeeping and Laundry employees employed by a subcontractor shall receive the wages, fringe benefits and all other terms and conditions of employment specified in this contract (to the extent such benefits and terms and conditions can be made available to such employees). The subcontractor may, however, implement substantially similar health, dental and vision plans of its own choosing. Also, the subcontractor can implement its own retirement plan or life, disability and other insurance products. The parties will secure from the subcontractor a third party agreement confirming the above. The Employer will not be liable for any breach by the subcontractor of the provisions of this Section or of this Agreement. The union’s sole remedy in the event of such a breach is to pursue a claim against the subcontractor.

## **ARTICLE 2: LABOR MANAGEMENT COMMITTEE**

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

The Employer and the Union will establish a facility-based Joint Labor Management Cooperation Committee within the facility. This committee will be composed of three (3) members chosen by the Union, of which at least two (2) members shall be bargaining unit employees and three (3) members of management. The committee will meet quarterly, or as often as mutually agreed upon, 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. Meeting summaries/flyers will be posted on employee bulletin boards within the facility. This Committee will have no authority to modify or interpret the collective bargaining agreement, or Employer policies. Any recommendations made by the Committee shall not be binding. No pending grievances shall be discussed by the Committee. Verbal or written communications made by Committee members related to Committee business shall not be used by either party in support of grievances or any other claim of any kind.

All bargaining unit employees shall be compensated by the Employer at their regular rate of pay for the time spent at Labor Management Committees, for their regularly scheduled hours of work which would be missed because of attendance at the LMC meeting, up to a maximum of one (1) hour of pay per meeting. Employees must receive permission from their supervisor to attend a Committee meeting if such attendance would require the employee to miss scheduled hours of work.

## **ARTICLE 3: MANAGEMENT RIGHTS**

Except as otherwise provided in this Agreement, management retains the exclusive right to hire, evaluate, direct and schedule the working force; to plan, direct and control operations; to assign work, including to require that duties other than those typically assigned be performed; to establish, change or abolish job classifications; to discontinue, reorganize or combine any department or branch of operations with any consequent reduction or other change in the workforce; to transfer, promote, demote, reclassify, layoff and discharge employees; to promulgate rules and regulations; to determine the number of employees required to staff the facilities, including increasing or decreasing that number; to introduce new or improved methods, equipment or technologies; to determine the number of employees, the duties to be performed, and the hours and locations of work, including overtime; to determine the appropriate mix of employees, by job title, to operate the facilities; to determine appropriate staffing levels; to temporarily or permanently close any portion of any facility; to determine, establish, promulgate and enforce performance and behavior requirements and guidelines; and in all respects carry out the ordinary and customary functions of management subject only to the conditions herein set forth.

Further, all inherent managerial rights, management functions and prerogatives which are not expressly modified or restricted by a specific provision of this Agreement are retained and vested exclusively in management. The Employer's failure to exercise any function or responsibility

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

The Employer's Rules and Regulations as set forth in the Employee Handbook shall apply to all Union employees to the extent that such term, condition, policy or procedure is not inconsistent with this Agreement. It is understood that the contract provisions govern in the event of a conflict. If the Union believes that any such term, condition, policy or procedure is in conflict with this Agreement, it shall have the right to file a grievance either when the term, condition, policy or procedure is initially implemented, or alternatively, when any such term, condition, policy or procedure is applied to an employee resulting in discipline or termination. The Employer shall notify the Union of substantial changes to the Handbook.

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

#### **ARTICLE 4: UNION MEMBERSHIP AND VOLUNTARY ASSIGNMENT OF WAGES**

Not later than (for persons hired after this agreement becomes effective) the first thirty 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.

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, and send the original to the Union.

Upon voluntary signed authorization by a worker on a form agreed to by Employer and Union, and a statement from the Union of the dollar amounts due for each worker, the Employer agrees to deduct the Union dues and remit it to the office of the Union not later than the thirtieth (30th) day of the month following the month in which the dues were deducted. It is understood that the Employer will not be required to pre-pay dues in the first month of employment. Once every month, the Employer shall provide the Union a report of new hires and terminated Employees in the classifications listed in the Recognition article of this Agreement. The Employer agrees to provide the Union with the termination dates and reason for termination of workers who are no longer active. This information shall be securely submitted to the Union no later than the thirtieth (30th) day of each month following termination. If necessary and upon request from the Union, the Employer shall facilitate reconciliation of these employment records with the Union, including clarifying whether workers are inactive because of paid or unpaid leave or any other reason.

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 shall implement the COPE deduction on the first pay period following the receipt of the authorization. When filed with the Employer, the written authorization form will be honored in accordance with its terms. The authorization form will remain in effect until or unless revoked in writing by the employee. The amount(s) deducted shall be included as a separate item (or items) on the monthly dues report and the Employer will remit such contributions to the Union by a separate check(s) payable to the Union within thirty (30) days after each pay period.

Employees covered by this Agreement are required to maintain up-to-date personal phone number(s) and home addresses on file with the Employer. The Employer shall supply to the Union a roster of all employees covered by this Agreement on a monthly basis. This list shall include the name, address, electronic mail address, phone number(s), Social Security number, date of hire, rate of pay, job class, hours worked, FTE status and the amount of dues, and other contributions (if any) deducted from each employee's pay. The Employer shall supply this list securely in any commonly available electronic format, by mutual agreement.

The Union shall indemnify and hold the Employer harmless against any and all claims, suits, orders, fees, fines, costs, awards, verdicts or judgments brought or issued against the Employer as a result of any action taken by the Employer in compliance with the provisions of this Article, and shall also reimburse the Employer for any costs incurred in defending against same.

## **ARTICLE 5: UNION VISITATION**

A single authorized representative 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. Such visits shall not interfere with the operation of the nursing home or the performance of the workers' duties.

The Union Representative shall inform the Administrator or Director of Nursing of his/her visits at least twenty four (24) hours prior to entering the nursing home's premises, and obtain permission for same. The Union will furnish in writing the name and contact information for the authorized representative, and the Employer is obliged only for admission of such authorized representative.

Upon entering the facility, the Union Representative shall notify the Administrator or designee of his/her presence in the facility. The Union Representative shall then proceed directly to the employee break room unless expressly agreed otherwise with the Administrator or designee. The Union Representative may meet with employees only in the employee break room, and only with employees who are scheduled to be at work at that time but are then on either a rest or meal break. When leaving the building, the Union Representative shall proceed directly from the employee break room to the facility main exit unless expressly agreed otherwise with the Administrator or designee. While in the facility but outside the employee break room, the Union Representative shall limit his/her exchanges with employees to common pleasantries.

If the Union Representative wishes to visit other areas of the facility besides the employee break room, he/she/they shall obtain the permission of the Administrator or designee to do so. An



Employer representative may accompany the Union Representative during such visit.

The Union may request permission of the Employer for an additional representative to have access to the facility to attend a particular meeting or event. This request shall be in writing and identify the need for the additional representative's presence, as well as the date, time and duration of the meeting or event. If permission is granted for an additional representative to attend a specific meeting or event, the individual shall be subject to the same rules of conduct as set forth above.

If any Union Representative fails to follow the guidelines set forth herein, he/she/they may be denied further access to the building until the parties meet and reach a resolution about the Employer's concerns. The Employer agrees to exercise this right only where it reasonably believes that the Union Representative's behavior is disruptive to facility operations. The parties may request the involvement of a third party, such as FMCS, to aid in resolving any such dispute.

## **ARTICLE 6: UNION RIGHTS**

### **SECTION 6.1 ADVOCATES**

The Union shall designate up to two workers per work shift as advocates. The advocate is the worker representative position responsible for handling grievances and disciplinary issues with the Employer. Immediately following designation of said advocate (s), the Union shall confirm this appointment by written notice to the Employer. The activities of the advocate shall not interfere with the performance of his/her work or the work of other workers of the Employer. Any time spent by the advocate on Union matters or acting in his/her capacity will not be compensated by Employer.

An advocate may not communicate with workers, the Union, or representatives of the Employer concerning Union business on the advocate's working time. Exceptions may be allowed under emergency circumstances, but only where patient care is not impacted in any way and only with the express advance permission of his/her immediate supervisor. It is understood that advocates may be disciplined for any violations of these guidelines.

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

### **SECTION 6.2 ACCESS TO NEW EMPLOYEE ORIENTATIONS**

The Employer will provide the union staff organizer and the designated worker representative adequate notice of orientation and a list of new employees being orientated to the facility. The Union shall be afforded fifteen (15) minutes with new bargaining unit employees during their new employee orientation to discuss matters such as union membership as well as the terms of this Agreement. The Union will submit for prior Employer review all materials it intends to distribute at orientation.

The worker representative will obtain prior supervisory approval before he/she/they will be released to participate in this meeting.

### **SECTION 6.3 BULLETIN BOARDS**

The Employer shall allow the Union to provide a bulletin board no larger than three (3) feet by four (4) feet that shall be used for the purpose of posting proper Union notices. The Union will not post any material which is false or derogatory towards the Employer or inconsistent with the spirit of mutual collaboration inherent in this Agreement. The Union will, as a courtesy, provide the Administrator with a copy of any notice(s) posted on the bulletin board. Any notices posted by or on behalf of the Union which are in contravention of this Section may be removed by the Employer.

### **ARTICLE 7: VACANCIES**

A vacancy is defined to mean any permanent full-time or part-time job opening within the job classifications in this Agreement, which the Employer determines to fill. The Employer reserves the exclusive right to determine if a vacancy exists. Positions shall be posted for a period of five (5) business days in the breakroom in a designated space near the timeclock. The Employer may hire the applicant who the Employer, in its sole discretion, believes has the greatest skill, ability and experience for the open position. Where the Employer determines that the skill, ability and experience of all applicants is substantially equal, seniority of current employees will prevail in the awarding of shifts or positions.

### **ARTICLE 8: NO DISCRIMINATION**

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

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

#### **SECTION 8.2 PRIVACY RIGHTS AND THE DEPARTMENT OF HOMELAND SECURITY (D.H.S.)**

The Union is obligated to represent all workers without discrimination based upon national or ethnic origin. The Union is therefore obligated to protect workers against violations of their legal rights occurring in the workplace, including unreasonable search and seizure. The Employer is obligated to comply with all applicable federal, state and local regulations in addition to operating within all parameters and specific conditions set in their private compliance agreement with federal state and local regulatory officials.

To the extent permitted by law, the Employer shall notify the Union as quickly as possible, if any D.H.S. agent contacts the facility to enable a Union representative or attorney to take steps to protect the rights of workers. Additionally, to the extent permitted by law, the Employer shall notify the Union immediately upon receiving notice from the D.H.S., or when an SSA audit of worker records (for any purpose) is scheduled or proposed and shall provide the Union with any

list received from such governmental agencies identifying workers with documentation or social security problems.

To the extent permitted by law, the Employer shall not infringe the privacy rights of workers, without their express consent, by revealing to the D.H.S. any worker' name, address or other similar information. To the extent permitted by law, the Employer shall notify the affected worker and the Union in the event it furnished such information to the D.H.S.

To the extent permitted by law, the Employer may provide paid or unpaid leaves of absences for any worker who requests such leave in advance because of court or agency proceedings relating to immigration matters as outlined in its Employer Policies and consistent with all state and federal leave requirements. The decision of whether to grant the leave and the maximum duration of the leave shall be determined in the Employer's sole discretion. To the extent permitted by law, workers shall not be discharged, disciplined, suffer loss of seniority or any other benefit or be otherwise adversely affected by a lawful change of name or social security number. Workers who have falsified any records concerning their identity and/or social security number will be terminated. Nothing in this Article shall restrict the Employer's right to terminate a worker who falsifies other types of records or documents.

A worker may not be discharged or otherwise disciplined because:

- The worker (hired on or before November 6, 1986) has been working under a name or social security number other than their own;
- The worker (hired on or before November 6, 1986) requests to amend his/her employment record to reflect his/her actual name or social security number;
- The worker (hired on or before November 6, 1986) fails or refuses to provide to the Employer additional proof of his/her immigration status

## **ARTICLE 9: PROBATIONARY PERIOD**

All workers covered by this Agreement who are hired into a covered position on or after the effective date of this Agreement, whether or not previously employed by the Employer shall be subject to a probationary period of ninety (90) days. This shall apply to new hires as well as to current employees transferred into a different classification covered by this Agreement. The Employer may elect to extend this probationary period for up to an additional ninety (90) days. Such extension must be communicated 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 workers 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**

A regular full-time employee is one who is scheduled to work or normally works a minimum of thirty-two (32) or more hours per week. Full-time employees are eligible for benefits or hourly differentials as provided for in this Agreement and Employer's Policies.

A regular part-time employee is one who is scheduled to work or normally works a minimum of fifteen (15) or more but less than thirty-two (32) hours per week. Part-time employees may be eligible for benefits or hourly differentials if provided for in this Agreement and Employer's Policies.

An on-call employee is one who works fifteen (15) hours or less per week. On call employees shall be required to work at least one (1) full shift every month. If an on-call employee has not worked at least one (1) full shift in a month, and has refused available work that month, the employee may be terminated. On-call employees are not eligible for benefits, except as required by this Agreement, the Employer's Policies and applicable law.

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

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

Discipline or discharge of non-probationary employees shall be for Just Cause only. The concepts of just cause include:

- Employee knew or should have known of reasonable rules/policies
- Objective Investigation(s)
- Evidence of misconduct, performance concerns or failure to meet standards
- Fair application of rules/policies
- Degree of discipline related to the seriousness of the offence

The discipline process will include progressive discipline (i.e. verbal reprimand, written reprimands, and discharge) provided, however, an employee may be subject to immediate dismissal or suspension where warranted. In addition, the Employer may skip steps in the progressive discipline process based upon the seriousness of the offense in accordance with the provisions of Just Cause. Offenses warranting immediate termination shall include, but not be limited to, action or inaction that is abuse or neglect, insubordination, alcohol or drug abuse on the job, theft, or other offenses of a similarly serious nature. 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.

Relevant information requested by the Union on behalf of an Employee in administration of the Agreement which involves direct patient information shall be provided after de-identification of protected health information, in accordance with the HIPAA Privacy Rule, has been completed.

Any probationary employee may be discharged or disciplined by the Employer in its sole

discretion in accordance with local, state and federal law. No question concerning the disciplining or discharge of probationary employees shall be the subject of the grievance or arbitration procedure.

It is understood that employees have the right to request union representation at any investigatory interview which the employee reasonably believes may result in discipline. All disciplinary action shall be taken within a reasonable period of time from the date the Employer had knowledge of the information giving cause for the disciplinary action and/or has completed an investigation that results in disciplinary action. The personnel action form used for disciplinary action shall include a statement that the employee's signature on the form indicates that the employee has received a copy of the discipline, but the signature does not indicate agreement or disagreement with the content or information which led to the disciplinary action: Employees shall be entitled to place copies of any written explanation(s) or opinion(s) regarding any critical material placed in his/her personnel file.

The employee's explanation or opinion shall be attached to the relevant critical material and shall be included as part of the employee's personnel file so long as the critical material remains in the file. Any employee explanation must be furnished within thirty calendar days from the date the critical material is reviewed with the employee.

Upon request, employees and a representative designated by the Union will be provided with a copy of any written warning, or more serious notice of disciplinary action, within seventy-two (72) hours after the discipline is presented to the employee.

## **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 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 vacation.

A worker shall not accrue seniority while on layoff or on an unpaid leave of absence.

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

The Employer and the Union agree that in all cases of, transfer, layoff, recall, and shift or schedule change, the Employer shall consider an employee's length of continuous service within the department.

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

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

reasons:

- a) Voluntary quit
- b) Discharge for Just Cause
- c) Failure to report to work after a layoff, within three (3) calendar days after receipt of the written notice of recall sent by the Employer to the Employee at his/her last address of record on file with the Employer or ten (10) days after written notice of recall is sent to the address that was last provided by the Employee by certified mail
- d) Layoff which extends (a) in excess of twelve (12) consecutive months, or (b) for the period of the Employee's length of service, whichever is less
- e) Unauthorized failure to report to work at the expiration of a leave of absence pursuant to this Agreement
- f) f. Taking employment elsewhere during the period of a contractual leave of absence without the express consent of the Employer An Employee whose seniority is lost for any of the reasons outlined above shall be considered as a new Employee if the Employer again employs him or her.

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

## **ARTICLE 13: LAYOFF AND LOW CENSUS**

### **SECTION 13.1 DEFINITION OF LAYOFF**

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

#### **SECTION 13.1.1 LAYOFF / REDUCTION IN HOURS**

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

## **SECTION 13.2 BUMPING**

An employee whose hours are being cut or who is being laid off may fill any vacant position or displace a less senior employee in any bargaining unit job classification within the same department, provided that he or she has the qualifications to do the job. An employee who is displaced in a layoff or has hours reduced shall also have bumping rights. A laid off employee may combine the jobs of two (2) less senior employees in the same classification, provided there is no conflict in schedule.

## **SECTION 13.3 RECALL**

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

### **SECTION 13.3.1 RECALL NOTICE**

The Employer shall notify the Employee of their recall in writing by certified mail, return receipt requested, at the last address furnished the Employer by the Employee or by telephone call verified by a letter as above and employ him/her subject to the above limitations provided they report and are available for work by not later than five (5) calendar days from receipt of the recall notice. A copy of the letter shall be sent to the Union.

### **SECTION 13.3.2 NOTICE OF TERMINATION OR LAYOFF**

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

## **SECTION 13.4 FACILITY CLOSURE**

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

### **13.4.1 JOB FAIR**

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

## **SECTION 13.5 LOW CENSUS DEFINITION**

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

First Cut: Agency Personnel

Next Cut: Employees working in overtime pay condition

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

the pay period

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

Next Cut: Intermittent employees

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

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

After all employees in a department working that day have taken a low census day then the rotation will begin again with the least senior employee. An employee who volunteers to take a low census day shall be regarded for the purpose of rotation to have been assigned that day as a low census day. Nothing herein shall limit the number of low census days an employee may accept as a volunteer. Low census days shall be without compensation. Employees subject to low census may elect to utilize earned PTO or vacation benefits which are otherwise available for scheduling. Quarterly, on November 1, February 1, May 1 and August 1, the cycle of applying cut hours will start over

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

### **SECTION 14.1 PERIODS, PAY PERIODS, AND PAY DAYS**

The normal workweek shall be no more than forty (40) hours per week. The Employer reserves the right to modify the workweek or workday for some or all workers, including the right to send workers home after the start of their shift. If the Employer operates the nursing home on an eight (8) and eighty (80) schedule it may continue that schedule.

Consistent with applicable law, the Employer may institute twelve (12) hour shifts with overtime after forty (40) hours per week. T

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

Overtime shall be paid in accordance with the Operator’s Employee Handbook and federal and state law. The Operator may schedule mandatory overtime to meet the needs of the business. No overtime shall be worked unless approved in advance.

The Employer shall fix the hours of work. A supervisor shall assign workers specific starting and ending times and schedule meal and rest periods.



**SECTION 14.2 SCHEDULING**

Employee work schedules shall be posted no later than seven (7) days prior to the first workday on the schedule. Changes to the posted schedule may be made by the Employer to meet the needs of the business in extraordinary circumstances and with consent, including the right to send workers home after the start of their shift. However, once the schedule is posted, the Employer will attempt to adhere as closely as possible to the posted schedule. If the Employer is required to change the schedule after it has been posted, the employer shall make every attempt to notify the employee in as far in advance as possible.

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

The Employer will provide workers who work a full shift with a half-hour unpaid meal period.

The Employer will provide a fifteen (15) minute rest period during each four (4) hour half shift.

Pay periods and paydays shall be as outlined in the Employer’s Policies.

**ARTICLE 15: WAGES**

Upon ratification current employee will be place on the relevant wage scale based on their years of experience. “Years” as used in this section refers to full years of service in the facility in the classification the employee is currently employed in. For example, “1 yr” refers to an employee who has completed one full year of service at the facility.

New hires may be hired at a rate higher than the start rate for their classification if warranted by past experience or other considerations deemed relevant by the facility.

**Hiring Rates at Aldercrest:**

Classification	Start	1 Yr	2 Yrs	3 Yrs	4 Yrs	5 Yrs	6 Yrs	7 Yrs	8 Yrs	9 Yrs	10+ Yrs
NAC/CNA	\$18.50	\$18.60	\$18.70	\$18.80	\$18.90	\$19.00	\$19.10	\$19.20	\$19.30	\$19.40	\$22.00
NAR	\$17.00										
Hospitality Aide	\$15.00										

**Hiring Rates at Fir Lane:**

Classification	Start	1 Yr	2 Yrs	3 Yrs	4 Yrs	5 Yrs	6 Yrs	7 Yrs	8 Yrs	9 Yrs	10+ Yrs
NAC/CNA	\$18.00	\$18.10	\$18.20	\$18.30	\$18.40	\$18.50	\$18.60	\$18.70	\$18.80	\$18.90	\$20.00
NAR	\$16.00										

**Hiring Rates at North Auburn:**

Classification	Start	1 Yr	2 Yrs	3 Yrs	4 Yrs	5 Yrs	6 Yrs	7 Yrs	8 Yrs	9 Yrs	10+ Yrs
NAC/CNA	\$18.50	\$18.60	\$18.70	\$18.80	\$18.90	\$19.00	\$19.10	\$19.20	\$19.30	\$19.40	\$21.00
NAR	\$16.00										

If an employee is already paid above the relevant classification step rate above, that employee will receive an increase of one percent (1%) effective August 1, 2021.

Employees in classifications other than those listed above who have at least seven (7) years of service at the facility will receive an increase of two percent (2%) to their current base rate effective August 1, 2021. All other employees in classifications other than those listed above will receive an increase of one and one half percent (1.5%) effective August 1, 2022.

Pending the outcome of the reopener described below, there are no wage increases scheduled during the term of this contract, including but not limited to anniversary step increases, except as described above. However, it is understood that the Employer may implement increases in some or all of the classifications described above during the term of this Agreement provided that it first provides notice to the union.

There shall be a reopener of this Article effective August 1, 2022. Either party shall give written notice to the other no earlier than May 1, 2022 and no later than July 1, 2022 if they wish to initiate that reopener. It is understood and agreed that proposals for internal wage equity adjustments may be put forth by either party as part of the reopener discussions. The No Strike/No Lockout provisions of this Agreement shall be waived during the pendency of such reopener.

#### **Differentials – all Facilities**

CNAs shall receive the following shift differentials in addition to their base rate of pay:

- Weekend shift differential of \$1.00/hour
- Evening shift differential of \$0.75/hour
- Night shift differential of \$0.50/hour

Weekends are defined as all hours between Saturday at 7:00 am and Monday at 7:00 am.

#### **Grandfathered Differentials**

##### **Aldercrest**

CNAs at Aldercrest hired before November 12, 2018 who have been working weekend shifts since before that date will receive \$2/hour for weekend shifts.

##### **Fir Lane and North Auburn**

STNAs at Fir Lane and North Auburn hired before November 12, 2018 who have been working night shifts since before that date will receive \$1/hour for night shifts.

These higher differentials shall be discontinued for employees receiving them if the employee voluntarily stops working night shifts or weekend shifts, as the relevant case may be, for a period of time greater than 30 days during the term of this Agreement..

#### **New Classifications**

The Employer agrees to bargain over the hiring rates for any newly covered classifications prior to implementation.

## **ARTICLE 16: PAID TIME OFF/HOLIDAY, SICK, VACATION**

Paid Time Off (PTO) hours can be used for time off with pay (vacation, sick or holiday time) or can be cashed out without taking time off.

PTO hours start accumulating with an employee's first paycheck. Regular Full-Time or Part-Time employees will be eligible to start using accumulated PTO hours for time off after the completion of his or her 90-day probationary period. After his or her first anniversary, an employee will then have the option to cash out PTO hours as described below, in addition to the using them for time off with pay.

Each pay period, an employee will earn a portion of his or her yearly maximum of PTO hours. For every hour that an employee is paid, PTO hours are earned. This includes Regular, Overtime, and PTO hours. PTO hours will be paid at the employee's current regular rate of pay under the heading "Personal."

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

Length of Service	Hours of Pay to earn PTO hours	Yearly Maximum
0-.99 years	26	80
1-2.99 years	16.3	128
3-10.99 years	12.4	168
11-15.99 years	10	208
16 + years	8.4	248

### **Using PTO Hours**

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

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

Starting with an employee's hire date, one PTO hour will be earned for every 26 hours worked. After completion of the 90-day probationary period, an employee may start using PTO hours for time off benefits, and after the first anniversary, an employee can use PTO hours for time off or they may cash them in at 50% of value.

Upon termination, no employee shall be entitled to cash value of any accrued, unused PTO hours

unless the employee has been with the company for one year or more and has not been terminated for cause. Employees also need to give at least two weeks' notice of resignation, and work through the notice period, in order to be able to cash out PTO. Cash out is at 50% of value.

#### **Utilizing PTO hours for vacation requests**

Employee vacation requests should be submitted to their supervisor by March 1 of each year, and those at least thirty (30) days in advance of the desired vacation time, and such requests will be responded to within two (2) weeks as to whether or not the request will be granted. The final right to allot vacation periods is reserved by the Employer in order to maintain high quality resident care and efficient operations.

#### **Utilizing PTO hours for other Time off requests**

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

#### **Holidays**

Recognized Holidays for purposes of PTO are New Years Day, Easter, Memorial Day, July 4, Labor Day, Thanksgiving and Christmas. In order to be eligible for Holiday Pay, the employee must have worked his/her last scheduled shift before the holiday, and first scheduled shift after the holiday, and the holiday itself if scheduled, except in cases of a pre-excused absence, or an illness substantiated by doctors note. Employees who fail to comply with the requirements herein shall have the equivalent of one day's pay deducted from their PTO bank.

### **ARTICLE 17: INSURED BENEFITS**

The Employer agrees to make available to eligible full-time employees the same health programs as are offered at non-union facilities at the Employer's related entities in Washington. The employer will pay the dollar equivalent of 80% of the employee only basic health plan premium towards whichever available health plan options are chosen by individual employees. Dental and Vision plans will be available at the employees' expense. If any employee chooses not to enroll in said plan when coverage is first available, they will be required to wait until the next open enrollment period unless otherwise required by law, consistent with the requirements of said plan.

It is understood that the specific benefit plans and premium costs may change during the course of the agreement. In the event such changes occur during the life of this Agreement, the Employer shall provide the union with thirty (30) days' notice of such changes; provided, however, the Employer need not seek the union's prior agreement, nor will such changes be subject to the grievance procedure. Part-time employees are not eligible for health insurance coverage.

## **ARTICLE 18: RETIREMENT/401(K) PLAN**

If the employer provides a 401k plan at its related non-union entities in Washington, that same plan will be provided to eligible employees covered by this agreement.

## **ARTICLE 19: LEAVES OF ABSENCE SECTION 19.1 TYPES OF LEAVES OF ABSENCE**

The Employer shall comply with all requirements of state and federal mandated leave of absence laws.

### **SECTION 19.2 UNION LEAVE (UNPAID)**

Workers may request an unpaid leave of absence to perform work for the Union with thirty (30) days' notice to the Employer. Notice will include date on which union leave will begin and actual date of return to work. Such leaves may be for any duration up to six (6) months and may be extended by mutual consent. Seniority will not accrue during the leave of absence. The Employer will take the needs of the business into account in evaluating requests for union leave and shall have the sole discretion to determine whether or not to grant such requests. The Employer shall not withhold approval of such leave or extension requests for reasons that are discriminator or otherwise in bad faith. It is agreed that any employees granted union leave will not participate in any organizing of any kind at or against any other Employer-related facilities.

To the extent allowed by the business, the Employer shall return the worker to the same job and position that the employee held at any time they went on Union leave with no loss of seniority and with any intervening increases in wages or benefits applied as if they had been working.

With thirty (30) days' notice to the Employer, employees who are attending the Union's annual convention, the convention of SEIU, Lobby Day, or who are requesting other short-term leave for Union business shall be granted unpaid release time for the duration of the Convention or event, not to exceed a total of five (5) working days. Such leave shall be granted on a first-come, first-serve basis and shall be at the discretion of the Employer. The Employer may limit the numbers of employees granted leave to no more than five (5), and no more than two (2) from the Nursing Department and no more than one (1) from any other department, for a total of five (5) employees. Employees on unpaid union leave may utilize any earned PTO while on leave.

## **ARTICLE 20: BEREAVEMENT LEAVE**

Bereavement leave is granted in the event of a death in the employee's immediate family. "Immediate family" is defined as an employee's parent, step-parent, brother or step-brother, sister or step-sister, spouse, partner, child or stepchild. Bereavement leave must be arranged with and approved by the employee's supervisor and administrator.

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

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

## **ARTICLE 21: JURY DUTY PAY**

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

Full-time and part-time employees are eligible for up to 5 days of jury duty pay for scheduled time missed. Compensation will be limited to the difference between the employee's regular straight-time pay and any jury duty pay the employee has received. When an employee is released from jury duty and all or part of the employee's scheduled work shift remains, the employee must contact his/her supervisor to determine whether it is necessary to report to work. In no case will an employee be required to serve on jury duty and work a combined total of more than 40 hours per week.

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

## **ARTICLE 22: NO STRIKE/NO LOCKOUT**

It is agreed that during the life of this Agreement or any extension thereof, there shall be no lockout on the part of the Employer at the facility.

The Union agrees that during the term of this Agreement or any extension thereof, neither its officers nor its members or its other agents or representatives will threaten, call, instigate, participate in or condone any strikes, sympathy strikes, sit-downs, walkouts, slowdowns, stoppages, picketing, leafleting, boycotts or other direct or indirect interruption of work at the facility, whether or not the cause therefore was or was not subject to arbitration. These restrictions shall apply to all such activities at the facility.

Neither the violation of any provision of this Agreement by the Employer, nor the commission of any act by the Employer constituting an unfair labor practice, shall excuse the Union, or any of its members or representatives, or any employee from their obligations under Federal Labor Law or any provision of this Agreement, specifically including this Article.

If either party to this Agreement violates any provision of this Article, the other party shall be entitled to seek all appropriate relief, including but not limited to injunctive relief, monetary damages and attorneys' fees.

The Employer shall have the unqualified right to discipline or discharge any or all employees who engage in any conduct violative of the provisions of this Section.

## **ARTICLE 23: GRIEVANCE PROCEDURE**

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

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 be considered a denial of the grievance, and the Union may proceed to the next step. Workers have a right to Union representation for any grievance in dispute arising out the application of the Agreement. It is mutually understood and agreed that nothing herein will prevent a worker from discussing any problem with his/her supervisor or other representative of Management at any time, with or without his/her Union representative, prior to initiating a formal grievance. Failure to present a grievance within fourteen (14) calendar days of the date the grieving party became aware of the issue, or should have reasonably become aware of the issue, shall nullify the grievance.

The time limits under this Article may be extended by mutual agreement in writing. The parties may mutually agree to skip Steps outlined in this procedure.

It is understood that the Employer may file grievances under this Article. The parties may mutually agree upon alternative steps to those described below, where appropriate, in such circumstances.

### **SECTION 23.1 GRIEVANCE STEPS**

**Step I:** The grievance must be presented to the Department Head, or designee, within fourteen (14) calendar days from the date of the event giving rise to the concern, or the date the event became known or should have been known. The Department Head, or designee, and the Union shall meet within fourteen (14) calendar days from the date of service of the grievance for the purpose of discussing and if possible, settling said grievance. If the matter is not resolved at that meeting, the Department Head will respond within ten (10) calendar days of the Step I meeting to all affected parties. The Step I response will settle the matter, unless appealed to Step II.

**Step II:** If the matter is not resolved at Step I, it shall be presented to the Administrator within ten (10) calendar days of the Step I response or from the time the Department Head should have responded in Step I. Within fourteen (14) calendar days of receipt of the Step 2 request, the Union Field Representative or the advocate and the Administrator shall meet in person or by conference call for the purpose of attempting to settle the matter. The Administrator shall respond to the written grievance in writing within ten (10) calendar days of the Step II meeting. The Step II response will settle the matter unless appealed to Step III.

**Step III:** If the parties are unable to resolve the dispute at Step II, the matter shall be presented to the Employer's designee within ten (10) calendar days of the Step II response from the Administrator. Within fourteen (14) calendar days of receipt of the Step 3 request, the union Field representative and the Employer's designee shall arrange a mutually agreeable date to meet in person or by conference call for the purpose of attempting to settle the matter. The Employer's designee will respond in writing within ten (10) calendar days of the Step 3 meeting.

**Mediation (optional):** Mediation may be mutually agreed upon by the Union and the Employer to resolve grievances following service of the Step 3 response. If mediation is agreed upon, a mediator shall be selected by mutual agreement of the Employer and the Union within fourteen (14) calendar days of advancement of a grievance to mediation, from a list of trained mediators provided by the Federal Mediation and Conciliation Service or by mutual agreement. The

mediator shall hear the presentation of the grievance on a mutually agreeable date in person or by conference call. All reasonable efforts will be made to conduct such a meeting within fourteen (14) calendar days of the selection of the Mediator. If the parties are not able to reach a resolution during the mediation, the matter can be referred to arbitration by the grieving party within seven (7) calendar days after the mediation is held. If not referred during that time frame, the grievance will be deemed to have been resolved on the basis of the Step 3 response and shall not be arbitrable. The Parties agree that the Mediator's comments, or recommended solution, 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 23.2 ARBITRATION PROCEDURE**

If a grievance is not otherwise referred to mediation as set forth above, the grieving party may refer it to arbitration in writing within fourteen (14) days of service of the Step 3 response. If not referred in that time frame, the grievance will be deemed to have been resolved on the basis of the Step 3 response and will not be arbitrable. It is understood and agreed that a decision by the grieving party not to exercise its right to request arbitration shall be final and binding upon that party, as well as its members or representatives, and further that both parties, through their designated representatives, have authority to settle any grievance at any step.

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

The Arbitrator may consider and decide only the particular grievance presented to him or her in a written stipulation by the Employer and the Union, and his/her decision shall be based solely upon an interpretation of the provisions of this Agreement. The award of the Arbitrator so appointed shall be final and binding upon the parties.

The Arbitrator shall have no authority to alter, amend, add to, subtract from or otherwise modify or change the terms and conditions of this Agreement. Only one grievance shall be submitted to the Arbitrator at a time, unless the parties mutually agree otherwise.

The cost of arbitration, which shall include the fees and expenses of the Arbitrator, the Court Reporter and the transcript shall be borne by the party whose position is not sustained by the Arbitrator. Each party shall pay any fees of its own representatives and witnesses for time lost, as well as any other costs associated with the presentation of its own case, including the cost of any expert witnesses.

Occurrences which form the basis of a grievance prior to the execution date or subsequent to the expiration date of this Agreement shall not be subject to arbitration.

The parties agree that the arbitrator shall accept a written statement signed by a resident, patient or family member in lieu of their sworn testimony and it shall carry the same force and effect as if the resident, patient or family member appeared and provided live testimony. In appropriate



circumstances, the Employer may be required to present information that the resident, patient or family member does not suffer from a severely impaired cognitive state. The parties agree that neither shall compel a resident, patient or family member to appear as a witness. However, if a resident, patient or family member wishes to appear voluntarily at an arbitration, nothing in this Section shall prohibit them from doing so.

#### **ARTICLE 24: SEPARABILITY**

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

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

#### **ARTICLE 25: NOTICE OF SALE**

In the event the nursing home covered by this Agreement is to be sold, assigned, leased or transferred, the Employer will notify the Union as soon as possible within the confines of any non-disclosure agreement, but no later than sixty (60) days prior to the effective date of such transaction, subject to any other applicable laws and regulations. Such notification will include the name and address of the new owners, assignee, lessee or transferee. If requested by the Union, the Employer shall meet with the Union to negotiate over the effects of the transaction on bargaining unit workers.

#### **ARTICLE 26: COOPERATION, RESPECT AND DIGNITY**

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

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

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

There shall be no grievances filed alleging a violation of this Article unless an employee has been

disciplined for violation(s) of his/her obligations herein.

## **ARTICLE 27: HEALTH AND SAFETY**

### **27.1: RIGHT TO A WORKPLACE FREE FROM HARASSMENT AND DISCRIMINATION**

The Employer is committed to promoting a workplace that is free of discrimination. Harassment – whether based on race, color, religion, sex (including pregnancy or pregnancy related conditions), national origin, citizenship, age, protected disability, veteran status, or any other protected status in accordance with applicable federal, state or local laws – is a form of discrimination and is unlawful. The Employer does not tolerate sexual or other harassment of or by team members occurring in the workplace or in work related settings nor does it tolerate retaliation against an individual who has complained about harassment or against individuals who cooperate in an investigation of a harassment complaint.

The Employer will respond promptly to complaints of harassment or discrimination. Where it has been determined that improper conduct has occurred, corrective action will be issued as may be necessary..

Harassment is conduct relating to an individual’s protected status which has the purpose or effect of:

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

### **PROCEDURES**

- Any employee who feels that he/she/they has/have been subjected to or witnesses illegal workplace harassment, should speak with his/her/their supervisor or manager.
- Any employee who feels uncomfortable speaking with his/her/their supervisor or manager should contact Human Resources.
  - If any employee is unsure of whom to raise an issue of discrimination or harassment, or if a team member has not received a satisfactory response to what the team member perceives as harassment or discrimination , the employee should immediately contact the Director of Human Resources.

### **27.3 SAFETY EQUIPMENT & SUPPLIES**

No employee shall be required to provide required safety equipment, supplies, or protective garments, including, but not limited to gloves and/or masks, at their own expense, to perform any task for a resident. If required, the Employer shall provide both latex-free and powder-free options for gloves and shall dispense the gloves in such a manner as to safeguard the sterile

conditions. If such a situation arises where there are insufficient required supplies or materials, the employee will report the situation immediately to their supervisor and/or their department head. New PPE will be provided as often as required. N-95 masks will be provided per the most up-to-date guidance from the CDC, Department of Labor and Industries and/or Department of Health.

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

#### **27.4 VACCINATIONS**

The Employer shall provide all required infectious disease vaccinations.

#### **27.5 GRIEVANCES**

Disputes concerning this Article shall be referred to the Labor Management Committee for resolution. No grievances may be filed for alleged violations of this Article.

### **ARTICLE 28: TERM OF AGREEMENT**

This agreement shall become effective August 1, 2021 and shall continue in full force and effect unless amended by mutual written agreement by the parties through the end of the term July 31, 2023 and year to year there 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, of its desire to amend any provision thereof.

There shall be a reopener of this Article effective August 1, 2022. Either party shall give written notice to the other no earlier than May 1, 2022 and no later than July 1, 2022 if they wish to initiate that reopener. It is understood and agreed that proposals for internal wage equity adjustments may be put forth by either party as part of the reopener discussions. The No Strike/No Lockout provisions of this Agreement shall be waived during the pendency of such reopener.