

Collective Bargaining Agreement

between

SEIU 775

and

Hyatt North Central Care Center

**Effective December 10, 2021 to August 31,
2022**

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ARTICLE 1: RECOGNITION

This Agreement is between North Central Care Center and Rehabilitation, INC, (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 all full-time, regular part-time, and on-call service and maintenance employees, including certified nurse assistants (Aides and Orderlies), activity aides or activity assistants, certified occupational therapist assistants, physical therapy assistants, health unit coordinators, restorative aides, rehabilitation aides, dietary aides, and cooks employed at the following location:

North Central Care Center, INC
1812 N. Wall St.
Spokane WA 99205

The parties note that the Employer does not employ Housekeepers or Laundry Aides. To the extent such worker classifications exist at Employer's workplace, they are employed by a subcontractor of the Employer that recognizes the Union as the sole and exclusive bargaining representative of such employees. In the event the Employer, during the life of this Agreement, employs the classifications listed in this paragraph, it shall recognize the Union as the sole and exclusive bargaining representative of such employees.

When the Employer hires a new Bargaining Unit Employee, it shall advise that employee in writing, that there is an Agreement with the Union. This notice shall quote the union security and check-off provisions of this Agreement.

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 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 three members shall be bargaining unit employees and three (3) members of management. A Union Representative may join the Joint Labor Management Cooperation Committee as needed. 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 of the meetings will be posted within the facility. This Committee will have no authority to modify or interpret the collective bargaining agreement.

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

ARTICLE 3: UNION MEMBERSHIP AND VOLUNTARY ASSIGNMENT OF WAGES

SECTION 3.1: MEMBERSHIP

All employees covered by the terms of this Agreement who are members of the Union upon ratification of this Agreement shall as a condition of employment maintain their membership in good standing in the Union. "In good standing," for the purposes of this Agreement is defined as the tendering of periodic Union dues. All bargaining unit employees hired after the date of ratification of this Agreement shall, as a condition of employment, not later than the 31st day following the commencement of his/her employment, become and remain a member of the Union in good standing. Any employee who fails to satisfy this obligation shall be discharged by the Employer pursuant to the provisions of Section 3.2. The Employer shall include a current Union Membership Card in each employee's employment paperwork. The card will be reserved for the Advocate, as available, to review the membership card with new employees during their orientation. After collecting said card from the new employee or Advocate, the Employer shall retain a copy for itself and send the original to the Union within seven (7) days of receipt.

SECTION 3.2: DISCHARGE FOR FAILURE TO MEET OBLIGATIONS

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

SECTION 3.3: PAYROLL DEDUCTIONS

3.3.1 DUES DEDUCTIONS

The Employer agrees to deduct from each bargaining unit employee's pay all authorized dues as determined by the Union. The Employer shall make such deductions from the employee's paycheck following receipt of proper authorization, and periodically thereafter as specified on the authorization, unless revoked by the Union, in writing, and shall remit the same to the Union within five (5) calendar days after the pay date at the end of each pay period for which dues were deducted.

The Employer shall accept confirmations from the Union that the Union possesses electronic records of such membership and give full force and effect to such authorizations as "written authorization" for purposes of this Agreement. In addition to electronic scanned copies of paper authorizations from the Union, the Employer shall accept copies of electronic signatures and digital files containing voice authorizations and give full force and effect to such authorizations as "written authorization" for purposes of this Agreement.

3.3.2 COPE AND OTHER VOLUNTARY DEDUCTIONS

Upon receipt of signed authorization of the employee, the Employer agrees to deduct from the pay of each employee a voluntary amount designated for the Committee on Political Education (COPE) contributions. Monies so deducted shall be transmitted by a check or ACH or other direct deposit means separate from the check or deposit remitted for payment of dues within five (5) calendar days from the pay date at end of the pay period in which the deductions were taken.

The Employer shall accept confirmations from the Union that the Union possesses electronic records of such membership and give full force and effect to such authorizations as “written authorization” for purposes of this Agreement. In addition to electronic scanned copies of paper authorizations from the Union, the Employer shall accept copies of electronic signatures and digital files containing voice authorizations and give full force and effect to such authorizations as “written authorization” for purposes of this Agreement.

SECTION 3.4: BARGAINING UNIT INFORMATION

The Employer shall collect and provide information about the bargaining unit. The employer shall transmit files in accordance with the SEIU 775 Dues and Deductions Guidelines. At the time of the monthly transmission of the bargaining unit roster submitted to the Union, the Employer will attempt to verify that the Employer’s records accurately reflect the membership status of each employee listed and endeavor to identify any discrepancies between the roster and its records.

3.4.1 DUES REPORT AND EMPLOYEE ROSTER

The Employer shall provide the Union with a list of all employees covered by this Agreement five (5) calendar days after pay date at the end of each payroll. The list shall be complete and will include:

Employee number

First Name

Middle Name

Last Name

Social Security Number

Phone Number (all phone numbers shall conform to the '(xxx) xxx-xxxx' format)

Mobile Number (all phone numbers shall conform to the '(xxx) xxx-xxxx' format)

Address Type (Mailing, Physical)

Address 1

Address 2

City

State

Zip

Address Last Updated

Preferred Language

FTE status

Hire Date

Termination Date
Reason for termination
“Last” or “Most Recent” Rehire Date (if applicable)
Wage rate
Overtime hours
Differential rate (if applicable)
Paid time off hours paid
Paid time off hours forfeited
Paid time off hours balance (rolling total should include the hours earned/used/forfeited on each row).
Retro pay amount
Retro pay hours
Pay Period Start Date
Pay Period End Date
Pay Period Hours
Dues deduction amount
Voluntary Deduction 1 Type
Voluntary Deduction 1 Amount
Voluntary Deduction 2 Type
Voluntary Deduction 2 Amount
Voluntary Deduction 3 Type
Voluntary Deduction 3 Amount
Voluntary Deduction 4 Type
Voluntary Deduction 4 Amount
Voluntary Deduction 5 Type
Voluntary Deduction 5 Amount
Gross pay
CBA Job classification

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

If the Dues Report and the Employee Roster are submitted as separate reports, both reports must have a corresponding record, cover the same time period, and must contain the following identical information:

Employee number
First Name
Middle Name
Last Name
Social Security Number

SECTION 3.4.2 DATA MAINTENANCE

The Union will conduct periodic audits of data related to membership form reconciliation, financial deductions, and BU information. The Employer shall complete and/or reconcile the audit within fifteen (15) days of receiving the audit from the Union.

SECTION 3.5: DATA SECURITY

In accordance with state and federal law, the Employer shall utilize industry standards and procedures for the protection of sensitive and personally identifiable information of each of its employees. The Employer agrees that it will not release any of the following information about employees unless required to do so due to on-going litigation, pre-litigation, vendor requests made as part of benefits enrollment, government/agency requests, to comply with a court order or other judicial/arbitral demand, or other similar situation: The names, addresses, telephone numbers, wireless telephone numbers, electronic mail addresses, social security numbers, and dates of birth of all employees covered by this Agreement. The employer agrees to notify the union within ten (10) calendar days if a third party has requested release of any information about the entire bargaining unit, classification or branch. In no case, will the Employer release information prior to notifying the Union.

The Employer agrees that the following information is confidential, and shall not be released by the Employer or its agents to any third party, including any contractor or vendor, except as necessary to comply with the provisions of this agreement, for the provision of other employment benefits, or by a regulatory agency or court of competent jurisdiction as required by law: the names, addresses, telephone numbers, wireless telephone numbers, electronic mail addresses, social security numbers, and dates of birth of all employees covered by this agreement.

ARTICLE 4: UNION ACCESS

Duly authorized representatives of the Union may have access at reasonable times to those areas of the Employers premises which are open to the public for the purpose of investigating grievances and contract compliance. Union representatives may access employee break areas. Access to the Employers premises shall be subject to the same general rules applicable to other non-employees and shall not interfere with or disturb employees in the performance of their work during working hours and shall not interfere with patient care or the normal operation of the facility. The Union may utilize the Employers meeting rooms, under the same rules applicable to other organizations, for the purpose of conducting meetings with current bargaining unit employees. Such meetings may not disrupt facility operations.

ARTICLE 5: UNION RIGHTS

SECTION 5.1 ADVOCATES

The Union shall designate up to two worker representatives per work shift as 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 his/her work or the work of other workers of the Employer.

Any time spent by an advocate on Union matters or acting in his/her capacity will be compensated by the Employer, this includes time spent investigating, presenting grievances, representing employees and attending meetings called by the Employer.

Advocates will not be compensated by the Employer for time spent in adjusting grievances beyond that which is reasonable. Under no circumstances shall the Employer be required to pay more than one (1) advocate for attendance at a grievance meeting, unless the second advocate is training the first advocate.

SECTION 5.2 ACCESS TO NEW EMPLOYEE ORIENTATIONS

A worker representative will be allowed up to twenty (20) minutes during the employer orientation to meet with the group of new bargaining unit workers who are attending the facility orientation provided by the Employer. The worker representative will obtain prior written supervisory approval before he/she will be released to participate in this meeting. The employer will provide the Union with no less than forty-eight (48) hours' notice of New Employee Orientations.

SECTION 5.3 PERSONNEL FILE

The Employer shall maintain one (1) official personnel file for each employee, located at the primary administrative office for the worksite. Upon reasonable notice, an employee may inspect the records in his/her personnel file within five (5) days of his/her request. With the employee's authorization, his/her advocate and/or a Union field representative may inspect the employee's official personnel file. Items related to workman's compensation, I-9 and any other items that are designated to be retained outside the personnel file in accordance with federal and state guidance.

5.3.1 EMPLOYEE SIGNATURES

No information reflecting critically upon an employee except notices of discharge shall be placed in the employee's official personnel file that does not bear the signature of the employee or union representative. The employee shall be required to sign material to be placed in his/her official personnel file provided the following disclaimer is attached: *"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 two (2) working days or refuses to sign the material, the Employer may place the material in the file, with a notation specifying why the material is unsigned by the employee.

5.3.2 EMPLOYEE STATEMENTS

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

SECTION 5.4 VOLUNTEER UNION ACTIVITIES

For employee activity under this Article, including collective bargaining with the Employer that does not fall under paid time, employees will be able to utilize earned paid time off. Under no circumstance will employees have a reduction of status or lose health care benefits for employee activity under this Article.

SECTION 5.5 ALL-STAFF MEETINGS

When the Employer holds its regularly scheduled All Staff Meetings at the facility, a Union Representative and/or Union Steward shall be given the opportunity to address the Bargaining Unit for five (5) minutes.

SECTION 5.6 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 proper Union notices.

SECTION 5.7 ADVOCATE TRAINING

The Employer shall grant a pool of at least twenty four (24) hours paid release time per year for advocate training.

ARTICLE 6 : JOB OPENINGS AND SHIFT ASSIGNMENTS

SECTION 6.1 VACANCIES

A vacancy is defined to mean any full-time, part-time or on-call 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 five (5) business days for bid. The most qualified applicant as determined by the selection process will be offered the position. Qualifications will be included in the posting as well as the name and contact information of the person to notify if interested in the position. Qualifications being equal, the employee with the most seniority (as defined in Article 11 Seniority) shall be offered the position. The Employer shall proceed through the list of qualified applicants in order of seniority until the position is filled. In the event that no applicant is qualified, no applicant accepts the offered position, or there are no applicants, then the Employer may fill the position as the Employer deems appropriate. This includes filling the position from outside of the bargaining unit.

Employees shall work in the job classifications and on the shifts for which they were hired or onto which they transferred in accordance with the terms of this Agreement.

ARTICLE 7: NO DISCRIMINATION

SECTION 7.1 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, religion, creed, national origin, lawful political affiliation, disability (as defined by the Americans with Disabilities Act as amended), sexual orientation, gender identity or expression, gender, age, marital status, veteran's status (as defined by USERRA) or any protected class protected by law.

SECTION 7.2 GENDERED LANGUAGE

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

ARTICLE 8: PROBATIONARY PERIOD

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

The Employer in its sole discretion may elect to extend this probationary period for up to an additional sixty (60) days. Such extension must be presented to the worker and the Union in writing.

Seniority shall not accrue to workers during their probationary period. However, upon successful completion of said probationary period, all workers shall be deemed to be regular employees covered by the terms of this Agreement and their seniority shall revert 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 9: CATEGORIES OF EMPLOYEES

A regular full-time employee is one who is regularly scheduled to work or normally works a minimum of thirty-two (32) 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.

A regular part-time employee is one who is regularly scheduled to work or normally works less than thirty-two (32) hours per week. After completing the probationary period,

regular part-time employees are eligible for PTO but are not eligible for Health Insurance as specified in this contract or as otherwise specified in the Employer's Employee Handbook.

A casual, on-call or per diem employee is one with no regular schedule, but who works intermittently, depending on the availability of work, at minimum two (2) shifts a month if called by Employer. Casual, on-call or per diem employees are not eligible for any benefits.

A temporary employee is one who is hired as a replacement for a regular employee. Temporary employees are not eligible for any benefits.

All temporary employees must be informed of their temporary status in writing, including the expected duration of their term.

ARTICLE 10: DISCIPLINE AND DISCHARGE FOR JUST CAUSE

The Employer shall have the right to maintain discipline and efficiency of its operations, including the right to discharge, suspend or discipline a worker for just cause. Offenses warranting immediate terminations shall include but not be limited to repeated action or inaction that is abuse or neglect. A government finding of abuse or neglect is not required for a conclusion that the Bargaining Unit Employee's action or inaction is defined as such. Information requested by the Union on behalf of an Employee grievance which involves a patient cannot be released. The Employer will redact any identifiable information. 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.

Employees shall be notified of their right to request union representation at the beginning of any disciplinary meeting or disciplinary investigation. Employees and the Union Field Representative or advocate will be provided with a copy of any written notice of disciplinary action. Copies of all written discipline shall be provided to the designated advocate and designated union representative within four (4) business days.

A record of disciplinary action shall remain in the file, however after twelve (12) months without any disciplinary action will result in the last step being removed from consideration. The Employer will notify the Union if extraordinary circumstances result in the Employer determining that a specific discipline will roll off at a date beyond the general rule of twelve (12) months. This provision shall not apply to disciplines issued for resident abuse, resident neglect, sexual or racial harassment.

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

ARTICLE 11: SENIORITY

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 paid time off (PTO), union leave and during any paid leave of absence, or approved unpaid leave of absence not to exceed twelve (12) weeks. A worker shall not accrue seniority while on Layoff or on an unpaid leave of absence which exceeds twelve weeks.

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 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 twenty-four (24) consecutive months, or (b) for the period of the worker's length of service, whichever is less;
- Absence from work without notifying the Employer, unless reasonable notification could not be given for emergencies, determined on a case-by-case basis at the sole discretion of management and exercised in good faith;
- 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 the express consent of the Employer unless on layoff.
- Accepting a position with the Employer in a non-bargaining unit category, such as a supervisory or managerial role.

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

The work week shall be Sunday at 12 AM through Saturday at 11:59 PM. The normal workweek shall be no more than forty (40) hours per week. Consistent with applicable law, the Employer may institute twelve (12) hour shifts with overtime after forty (40) hours per week. Changes in the scheduling or alternative shifts shall be bargained with the

union. Changes of schedules shall not result in the reduction of the current number of scheduled hours that an employee is working.

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 12.1 OVERTIME

Overtime shall be paid for all hours worked in excess of forty (40) in one week in accordance federal and state law. The Employer may schedule mandatory overtime to meet the needs of the business, provided the Employer has asked qualified Employees to volunteer to stay past the end of the scheduled shift, and unless an employee cannot work overtime due to reasonable extenuating circumstances, e.g. weather, childcare requirements. No overtime shall be worked unless approved in advance.

SECTION 12.2 CHANGE IN SHIFT OR WORKDAYS

The Employer has the right to, upon fifteen (15) days' notice, move a Bargaining Unit Employee from their regularly assigned shift, or set of work days, to another. The employee must represent in writing within 7 days that the Bargaining Unit Employee will not be able to meet the Employee's child or family care arrangements with the directed change, then the Bargaining Unit Employee will have a total of forty five (45) days from the date the notice was given by the Employer to the Bargaining Unit Employee in order to make that move.

SECTION 12.4 MEAL AND REST PERIODS

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

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

Nothing within this agreement prevents an employee from taking intermittent breaks. These intermittent breaks must total at least fifteen (15) minutes over a four (4) hour period.

SECTION 12.5 LACTATION BREAKS AND BREAST-FEEDING

Bargaining Unit Employee's who are breastfeeding children up to 18 months old may take reasonable breaks during the workday to express milk. The manner in which to take these breaks are outlined in the Employee Handbook.

SECTION 12.6 PAY PERIODS AND PAY DAYS

Pay periods and paydays shall be as outlined in the Employer's Policies. Pay shall be distributed twice per month.

ARTICLE 13: LAYOFF AND RECALL

SECTION 13.1 LAYOFF

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

SECTION 13.2 BUMPING

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

SECTION 13.3 RECALL

Whenever a vacancy occurs, workers who are on layoff shall be recalled with the last person laid off in that job classification being recalled first. Recall shall thereafter continue in reverse order of layoff. Nothing contained herein shall deprive the Employer of the right, at its discretion, to hire a temporary employee for the duration of a worker's contractual leave of absence or for the duration of a worker's absence as a result of sickness, accident, or injury on the job, vacation or any other absence. It shall be the responsibility of the worker to keep the Employer informed of his/her present address and telephone number and to notify the Employer, in writing of any such changes within five (5) days of the date of any change.

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

ARTICLE 14: GRIEVANCE PROCEDURE

SECTION 14.1 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. 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 steward, prior to initiating a formal grievance. Failure to present a grievance within ten (10) business days of the date the Union or employee became aware of the issue shall nullify the grievance.

SECTION 14.2 GRIEVANCE STEPS

Step I: The complaint must be presented to the Facility Administrator or designee ten (10) business 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 Facility Administrator or designee will respond within ten(10) business days of the Step I meeting to affected worker(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 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 reduced to writing and presented to the Regional Director of Operations or designee within ten (10) business days of the Step I response or from the time the Facility Administrator or designee should have responded in Step I. The Union Field Representative or advocate and the Regional COO shall arrange a mutually agreeable date to meet, generally within ten (10) calendar days from the receipt of such grievance for the purpose of attempting to settle the matter. The COO or designee 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 Arbitration.

MEDIATION (Optional): Mediation may be mutually agreed upon by the Union and the Employer to resolve grievances following Step Two. A mediator shall be selected by mutual agreement of the Employer and the Union within ten (10) calendar days of the employer's response to Step II, from a list of trained mediators provided by the Federal Mediation and Conciliation Service. The mediator shall hear the presentation of the grievance within ten (10) calendar days or as soon as all parties are reasonably able to do so and shall issue a recommendation that day or on a timely date mutually agreed to by

both parties. Should the mediation resolution be unacceptable to the Union, the Union shall reserve the right to proceed to arbitration.

SECTION 14.3 ARBITRATION PROCEDURE

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

The Union shall submit the unresolved grievance in writing to the Arbitrator with a copy to the Employer. Arbitrators will be selected from a list provided by the Federal Mediation and Conciliation Service by mutual agreement. A list of seven (7) arbitrators will be requested from The Federal Mediation and Conciliation Service and the parties will alternately strike names until only one remains to serve as the arbitrator in the case referred. The first strike shall be awarded to a party based on a coin toss.

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

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

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

Since it is important that grievances and arbitrations be processed expeditiously, the number of days indicated at each level shall not be considered as merely procedural, but shall be deemed of the essence and any grievance shall be waived if not appealed to the next step or to arbitration within the time limits set forth herein.

The parties agree that the arbitrator shall accept a written statement signed by a resident or patient in lieu of their sworn testimony. Both parties shall have equal access to such written statements at least thirty (30) days prior to the arbitration date. The parties agree that neither shall call a resident or patient as a witness.

SECTION 14.4 ELECTRONIC COMMUNICATIONS

Notifications of grievances and notifications of arbitrations may be presented by either party in an email instead of in writing.

ARTICLE 15 PAID TIME OFF

SECTION 15.1: PAID TIME OFF

All regular full-time and regular part-time employees will accrue PTO based on the following schedule:

Length of Continuous Service	Rate of Accrual	Estimated Annual Hours Based
0-5 Years	.071900	146
6-10 Years	.0908653	189
Over 10 years	.1120192	233

PTO will accrue only for straight-time and overtime hours paid for time worked, PTO hours and jury duty, bereavement, and low census hours. PTO does not accrue for unpaid leave time. PTO hours shall be compensated at the employee’s regular straight-time rate of pay.

SECTION 15.1.2 PTO ELIGIBILITY

Regular employees are eligible to begin using PTO on the 90th calendar day of employment.

SECTION 15.1.3 PTO SCHEDULING

PTO is intended to compensate employees who are absent from work for time they would have been scheduled to work. Except in cases of illness or other personal emergency, requests for PTO must be made at least thirty (30) days in advance. In the case of illness or other personal emergency, the employee is required to notify their supervisor immediately.

SECTION 15.1.4 USE OF PTO

PTO may be used in 15-minute increments as it is earned.

SECTION 15.1.5 PTO BALANCE

The Employer will provide a current statement of PTO hours on each employee’s paycheck.

SECTION 15.1.6: 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 Human Resource Specialist.

ARTICLE 16: HOLIDAYS

The Employer recognizes the following nine (9) holidays:

- New Year's Day
- Easter Sunday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving
- Day After Thanksgiving
- Christmas Eve
- Christmas

All part-time and full-time employees are eligible for Holiday Pay.

Employees who work on a recognized Holiday shall be paid at one and a half (1.5) times their normal hourly rate of pay. Employees must work the holiday to receive Holiday Pay. Employees who do not work on a holiday may use PTO and be paid straight time.

ARTICLE 17: EMPLOYMENT PRACTICES

SECTION 17.1: JOB DESCRIPTIONS

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

SECTION 17.2: EVALUATIONS

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

SECTION 17.3: ORIENTATION

Employees will be provided a basic orientation program which will include instructional conferences and work on the job. The objective of the orientation is to familiarize the

employee with the duties and responsibilities of the job. The Union shall have access to such orientations as described in Article 5 Union Rights.

SECTION 17.4: IN-SERVICE EDUCATION

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

SECTION 17.5: MUTUAL RESPECT

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

ARTICLE 18: UNION LEAVE

SECTION 18.1 EXTENDED UNION LEAVE

Workers may request an unpaid leave of absence to perform work for the Union with thirty (30) days' notice to the Employer. Such leaves may be for any duration 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 the time they went on Union leave with no loss of seniority and with any intervening changes in wages or benefits applied as if they had been working. Workers must give the Employer at least fourteen (14) days written notice of their return to work.

SECTION 18.2 SHORT UNION LEAVE

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), and no more than one (1) from any department except the nursing department, however the Employer will make every effort to release more than one employee from small departments. 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 18.3 SHORT UNION 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.

ARTICLE 19: LEAVES OF ABSENCE

All leaves of absence must be requested by an employee in writing as far in advance as possible stating the reason for the leave and the amount requested. Except as otherwise provided for in this Agreement, it shall be the Company's prerogative to grant or deny the request. A leave of absence begins on the date of first absence from work. Failure to return from a leave of absence by the agreed upon return date subjects such employee to discipline by the Company.

SECTION 19.1 FAMILY MEDICAL LEAVE

Eligible employees may take up to 12 weeks of unpaid family and/or medical leave in a 12-month period in accordance with Federal and State laws. Although Family Medical Leaves are without pay the Company may require that you utilize any remaining PTO hours prior to moving to an unpaid leave status. An Employee may also be eligible for compensation through supplemental Disability Benefit Insurance.

SECTION 19.1.1 ELIGIBILITY

Family Medical Leave states that employees who have been employed with the Company for 12 months and have worked at least 1,250 hours in the previous 12-month period may be eligible for leave. The Company uses a 12-month rolling period of time (looking backward) to determine eligibility under Family or Medical Leave guidelines.

The following circumstances may be eligible for Family Medical Leave:

- For the birth of a child, or the placement of a child under the age of 18 for adoption or foster care;
- To care for a family member with a serious health condition;
- To recover from or seek treatment for your own serious health condition;

- When a family member is called to active duty in the National Guard or Reserves;
- To care for a member of the armed forces who is recovering from service related injuries (26 weeks);
- Other reasons which may be identified by Federal or State Governments.

SECTION 19.1.2 SERIOUS HEALTH CONDITION

A serious health condition is generally defined as a condition requiring inpatient care or that poses an imminent danger of death in the near future or that requires constant care. A serious health condition includes a patient's disability due to pregnancy or a period of absence for prenatal care. Not all medical conditions are serious health conditions. Generally, routine illnesses such as colds or flu that can be treated with non-prescription drugs or bed rest will not be considered serious health conditions. Employees who are unsure whether a medical condition qualifies as a serious health condition should contact their manager or the Human Resources department for information or consult the Family & Medical Leave Policy.

SECTION 19.1.3 SUBMITTING FAMILY MEDICAL LEAVE REQUEST

Normally, an employee is asked to provide the facility with at least 30 days' notice of the need for a Family medical leave. If 30 days' notice isn't possible, the employee will notify

facility management as soon as possible so that appropriate arrangements can be made. Failure to provide adequate notice may delay commencement of the leave or reduce eligibility. Depending on the circumstances of the leave the employee may be required to provide certification from a health care provider supporting their leave request.

SECTION 19.1.4 RETURNING FROM MEDICAL LEAVE

With few exceptions, when employees return from your Family medical leave they will return to their former position. Employees are expected to return promptly when the leave expires. Normally employees should provide the Company with at least 2 days' notice of the anticipated return. Failure to return to work following the maximum allowable absence may result in the loss of reinstatement rights.

SECTION 19.1.5 BENEFIT CONTINUATION

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

SECTION 19.2 PERSONAL LEAVE

An employee, upon completion of the probationary period, may be granted a personal leave of absence for up to thirty (30) days with no loss of seniority or benefits accrued to date such leave commences. An employee's written request for personal leave of absence must state the reason for the leave and the date of commencement. If the employee is eligible for other leaves under this Article, such leaves shall run concurrently. If the employee is on a personal leave and becomes eligible for other leaves under this Article, such employee will immediately notify the Company and the appropriate process will be initiated.

SECTION 19.3 CALL OR ACTIVE DUTY LEAVE

An employee required attending military reserve or guarding training or who is called to active duty shall be granted a leave of absence with no loss of seniority or benefits. Such Call or Active Duty Leave shall be unpaid, except that the employee may elect to use any earned paid leave available. Reinstatement to work shall be in compliance with the federal USERRA and State and local laws.

SECTION 19.4 MILITARY CAREGIVER LEAVE

The Employer will grant an eligible employee who is a spouse, son, daughter, parent or next of kin of a covered service member with serious injury or illness up to a total of twenty--six (26) work weeks of unpaid leave during a single twelve (12) month period to care for a service member. A "covered service member" is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status or is otherwise on temporarily disability retired list for a serious injury or illness. A serious

injury or illness is that which was incurred by the service member in the line of duty that may render the service member unfit to perform the duties of his or her office, grade, rank or rating. The “single twelve (12) month period for leave to care for a covered service member with a serious injury or illness begins on the first day the employee takes leave for this reason and ends twelve (12) months later, regardless of the twelve (12) month period established by the employer for other types of FMLA Leave. An eligible employee is limited to a combined total of twenty-six (26) work weeks of leave for any FMLA-qualifying reason during a single twelve (12) month period. Only twelve (12) of the twenty-six (26) weeks total may be used for the FMLA qualifying reason other than to care for a covered service member. This provision shall be administered in accordance with the U.S. Department of Labor Relations.

SECTION 19.5 MILITARY SPOUSE LEAVE

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

SECTION 19.6 DOMESTIC VIOLENCE/SEXUAL ABUSE/STALKING LEAVE

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

SECTION 19.7 MATERNITY/PATERNITY LEAVE

If not eligible for Family Medical Leave or if that leave has been exhausted, an employee may request an unpaid maternity/paternity leave of up to three (3) months before or after the birth of a child with certification of a healthcare provider if needed. The employee must provide at least two weeks’ notice to his or her supervisor of the date of return to work as well as a medical approval to return to work without restrictions. Unless otherwise specified in writing, at the time of the Bargaining Unit Employee’s maternity/paternity leave is granted, the company has no obligation to hold the Bargaining Unit Employee’s position open during their leave. The Bargaining Unit Employee will be considered for available positions at the time they are ready to return from their leave. No wages or benefits will accrue during this leave unless specifically provided for by law. Medical insurance benefits may be continued at the Bargaining Unit Employee’s own expense. COBRA benefit continuation may also apply.

SECTION 19.8 WASHINGTON PAID FAMILY AND MEDICAL LEAVE

Employees may be eligible for benefits through the Washington Paid Family and Medical Leave program. The Employer contributes amount required of the premium costs as required by State Law [RCW 50A.10.030] and the remaining amount is deducted from employee paychecks as allowed under the statute. When an employee is eligible to receive payments under the Paid Family and Medical Leave program, the employee shall be permitted to supplement such payments with PTO to make up the difference between the compensation received under Paid Family and Medical Leave program and the employee's regular pay, but not to exceed the approximate net earnings the employee would have normally received during a normal work week

SECTION 19.9: BEREAVEMENT LEAVE

An employee shall be eligible for up to three (3) days of paid leave for each death of an immediate family member, not to exceed nine (9) total days in a calendar year. If additional time is needed an employee may use any accrued PTO time.

Immediate family shall be defined as a grandparent or grandparent-in-law, aunt or uncle, parent or parent-in-law, spouse or domestic partner, brother or brother-in-law, sister or sister-in-law, child, grandchild, stepchild or child of recognized domestic partner.

ARTICLE 20: INSURED BENEFITS

The Employer shall pay seventy five percent (75%) of the health insurance premium for any employee who works a minimum of thirty (32) hours per week.

Where not explicitly noted above, the Employer may implement, modify or eliminate dental, vision and/or disability benefits as outlined in Employer Policies. The Employer may select, change, eliminate or modify insurance carriers, benefits plans, benefits 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.

SECTION 20.1: FUTURE MEDICAL PLANS

The parties maintain a vision of quality and affordable healthcare for both the employees and the employer. If, in the lifetime of this agreement, a Taft-Hartley Trust insurance plan is created, the employer agrees to meet with the Union to review its costs and benefits and remains open to joining such plan.

ARTICLE 21: RETIREMENT/401(K) PLAN

The 401(k) plan in place at the time of the ratification of this agreement will continue with the following provisions:

- Eligibility after one year of employment; eighteen (18) years old or older.
- The Employee can defer up to the maximum amount allowed by law.
- At any time during this agreement the Employer may, in its sole discretion, match the Employee's contribution. Any implementation by the Employer of an match to the 401k shall result in the Employer notifying the Union of its intent to contribute a match within fourteen (14) calendar days.
- Hardship withdrawals are available for the Employee under federal law.
- Employee loans against 401(K) accounts are not available.

ARTICLE 21: WAGES

SECTION 21.1 WAGE INCREASE

Effective January 1, 2022 all non- NAC's / NAR's covered by this agreement as outlined in the Recognition Clause Article 1 shall receive one dollar and seventy five cents (\$1.75) an hour increase to their base wage.

Effective January 1, 2022, any employee who is working in the job classification of NAC's and NAR's, or Rehab Aide shall receive a wage increase based on their years of experience at North Central Care Center.

All employees who are covered under this agreement shall be paid at the rate in which corresponds to their job classification for the duties they are performing regardless of license or registration. However, if the employee job classification is asked to perform job duties for which they also hold a license for, the employee shall be paid for all hours worked at the hourly rate for that job classification while performing those job duties.

Collective Bargaining Unit	<u>0-1</u> YEARS	<u>2-3</u> YEARS	<u>4-5</u> YEARS	<u>6-9</u> YEARS	<u>10 +</u> YEARS
NAC	\$18.00	\$18.50	\$19.00	\$19.50	\$20.00
NAR	\$17.00	\$17.00			
Rehab Aide	\$18.50	\$19.00	\$19.50	\$20.00	\$20.50

Upon ratification of this agreement each current bargaining unit employee shall receive a one-time ratification bonus of five hundred dollars (\$500.00).

SECTION 21.2: REPORT PAY

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

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

SECTION 21.3: NEW POSITIONS

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

SECTION 21.4: REHIRE

If the Employer opts to rehire an individual who worked for the Employer previously (within the past twelve (12) months), the employee shall be paid no less than their hourly wage when previously employed, if reemployed in the same position as before and the Employer deems that any necessary certification and skill requirements are met as determined by the Employer.

SECTION 21.5: WORK IN A HIGHER CLASSIFICATION

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

SECTION. 22 ABOVE SCALE INCREASES

Any employee who is over the scale as of January 1, 2022 shall receive a fifty cent (.50) wage increase effective January 1, 2022.

SECTION 22.1 RECOGNITION FOR RELEVANT EXPERIENCE

Newly hired Employees shall receive year for year experience based on their previous relevant experience previous relevant experience shall not exceed three years.

SECTION 22.2: ANNIVERSARY INCREASES

[Note: The next increase will be negotiated in the next contract]

SECTION 22.3: DIFFERENTIALS

All employees who are assigned to work on the nocturnal shift shall earn a shift differential of seventy-five cents (\$.75) per hour.

All employees who are assigned to work the evening shift (2nd shift) shall earn a differential of one dollar (\$1.00) per hour.

All employees who are assigned to work the weekend shift defined as, the night shift on Friday through the evening shift on Sunday shall earn a differential of one dollar (\$1.00) per hour.

SECTION 22.3.1 HAZARD PAY

All employees who are scheduled and work in a designated COVID unit with a COVID positive resident shall be eligible for a hazard pay differential of ten dollars (10.00) per shift. This differential shall only apply for a resident with a positive diagnosis that is a threat to the employee. Any resident who is in a two-week precautionary measure shall not qualify as "COVID positive" for the purpose of hazard pay.

SECTION 22.4 SHIFT DIFFERENTIAL STACKING

In the event an employee is working on a shift which has two shift differentials, the employee shall only be eligible for the higher of the two shift differentials.

The employer retains the right to offer sign on bonuses to remain competitive in accordance with the existing MOU dated September 15, 2021. Employer retains the right to offer extra shift bonuses in accordance with the existing MOU dated September 15, 2021

ARTICLE 23: 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.

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

If, in the future, the Employer seriously contemplates subcontracting of bargaining unit work, it shall discuss the matter with the Union prior to making its final decision. The Employer will make its best effort to use regular employees first, before the use of registry personnel; however, the decision to use a subcontractor shall be solely that of the Employer, which may make the decision in its sole discretion.

This provision shall be applicable to any subcontractor in existence at the facility as of the date this Agreement is signed.

Should subcontracting any work covered by this Agreement in the future, the Employer shall subcontract work to persons, firms, or companies meeting not less than the terms and conditions of this Agreement relating to wages, hours, benefits, and working conditions. This article does not apply to any agency or registry personnel. In the event the Employer subcontracts work to persons, firms or companies, the subcontractor shall hire any, and all displaced employees. All future subcontracted employees shall continue to remain in and become part of the existing bargaining unit. Additionally, the subcontractor shall agree to be bound by all the terms and conditions of this agreement and the serviced facility's policies and procedures.

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 to apply the full terms and conditions of this Agreement to all affected bargain unit employees.

ARTICLE 24: NO-STRIKE CLAUSE

SECTION 24.1 NO STRIKE.

During the term of this Agreement, neither the Union nor its members, agents, representatives, employees or persons acting in concert with them shall incite, encourage or participate in any strike, picketing, sympathy strike, walkout, slowdown or any other activity that interrupts, impedes or disrupts work, or the delivery of goods or services provided by the Employer. In the event of any strike, picketing, walkout, slowdown or work stoppage, or a threat thereof, the Union and its officers will do everything within their power to end or avert same.

SECTION 24.2 DISCHARGE.

Any employee participating in any strike, picketing, sympathy strike, walkout, slowdown, work stoppage or other activity in violation of this Article shall be subject to immediate dismissal, or such lesser discipline as the Employer shall determine.

SECTION 24.3 NO LOCKOUT.

The Employer agrees that during this same time period, there shall be no lockouts.

ARTICLE 26 HEALTH AND SAFETY

Section 26.1 SAFETY EQUIPMENT & SUPPLIES

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

safeguard the sterile conditions. If such a situation arises where there are insufficient appropriate supplies or materials, the employee will report the situation immediately to their supervisor and/or their department head. New PPE will be provided as often as needed, but not less than once per shift. Guidelines for N-95 masks will be provided per the most up-to-date guidance from the CDC, Department of Labor and Industries and/or Department of Health.

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

SECTION 26.2 VACCINATIONS

The Employer shall either provide directly at the request of the employee or reimburse employees for:

- An annual flu vaccine and any other recommended infectious disease vaccination, including COVID-19, tuberculosis (TB), Hepatitis A and B.

ARTICLE 27: 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 27: SEPARABILITY

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

ARTICLE 28: TERM OF AGREEMENT

This Agreement shall be effective upon ratification and shall remain in full force and effect unless amended by mutual written agreement of the parties through August 31, 2022, 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.

The parties will consider utilizing mediation services before proceeding to the traditional arbitration process.

For SEIU 775

For Hyatt NCCC

Sterling Harders, President

Jeff Hyatt, President

Date

Date