

# **Collective Bargaining Agreement**

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between

**SEIU 775**

and

**Horizon House**

**Effective August 5, 2021-May 31, 2024**

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## **Preamble**

THIS AGREEMENT, made and entered into by and between Horizon House, of Seattle, Washington, (hereinafter referred to as the “Employer”) and Service Employees International Union Local 775, also known as SEIU 775 (hereinafter referred to as the “Union”). The purpose of this Agreement is to set forth the understanding reached between the parties with respect to wages, hours of work, and conditions of employment.

## **ARTICLE 1: RECOGNITION**

The Employer agrees to recognize Service Employees International Union Local 775 (also known as SEIU 775) as the sole and exclusive collective bargaining agent for all employees under the jurisdiction of the Union in the classifications specified in this Agreement, who are employed by Horizon House, owned and operated by the Employer in King County, State of Washington.

## **ARTICLE 2: MEMBERSHIP**

### **Section 2.1: Union Security**

All present employees of the Employer coming under the jurisdiction of the Union, hired permanently as regular full-time, regular part-time, or on-call employees, into the classifications specified, shall within thirty (30) days from the date of signing of this Agreement become and remain members in good standing in the Union for the duration of this Agreement or shall pay a fair share/representation fee. “In good standing,” for the purposes of this Agreement, shall be defined as the tendering of periodic dues and fees. The obligations of this Section will not apply to on-call employees who were employees of the Employer on or before August 5, 2021. Employees hired by the Employer after the signing of this Agreement shall join the Union or pay a fair share/representation fee equivalent to Union dues within thirty (30) days from date of employment and shall continue to pay such dues or fees for the duration of this Agreement. The obligations under this Section shall be fulfilled by having monthly dues or fair share/representation fees paid by the month in which it is due. Employees who fail to comply with this requirement shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Union sent by certified mail, unless the employee fulfills the membership obligation set forth in this Agreement within that thirty (30) day period. Any expense or liability incurred by the enforcement of this Section of this Agreement shall be borne solely by the Union and the Union agrees to indemnify the Employer for any liability or loss incurred as a result of the Employer’s enforcement of this Article.

### **Section 2.2: Payroll Deductions**

Upon the written authorization of the employee, the Employer shall deduct an amount equal to the Union’s uniform monthly dues or fair share/representation fee from the pay of each member of the Union who executes such an authorization form. The amounts to be deducted shall be in accordance with the Union’s dues and fee structure. Dues and fee deductions will be transmitted to the Union by check made payable to its order on or before the tenth (10th) day following the pay period in which the deductions were made. The Employer will provide new employees with a copy of the Union’s membership application.

In addition, the Employer agrees to deduct a sum specified from the pay of each member of the Union who voluntarily executes a wage assignment authorization form for Committee on Political Education (COPE), beginning in the next full pay period after the Employer receives the authorization. When filed with the Employer, the authorization form will be honored in accordance with its terms. Deductions shall be transmitted to the Union by check made payable to its order on or before the tenth (10th) day following the pay period in which the deductions were made.

On or before the tenth (10th) day following each pay period the Employer agrees to provide the Union by secure means a report of employees' dues or fair share/representation fee deduction, Committee on Political Education deduction (if any), together with the employees' name, employee number, social security number, rate of pay, and total hours worked during the pay period.

Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deductions. The Union and each employee authorizing the deduction of wages for the payment of Union dues, fees and/or COPE contributions hereby undertakes to indemnify, defend and hold the Employer harmless from all claims, demands, suits, or other forms of liability that may arise against the Employer for or on account of any deduction made from the wages of such employee.

## **ARTICLE 3: UNION BUSINESS**

### **Section 3.1: Rosters**

The Employer agrees to provide the Union on a monthly basis with a complete roster of bargaining unit employees including each bargaining unit employee's employee number, name (first, middle, last), social security number, address, home phone number (if available), personal wireless telephone number (if available); personal email address (if available), gender, date of birth, job classification, full-time, part-time or on-call status, rate of pay, hire date (including most recent hire date, if applicable), and termination date (if any). The rosters shall be transmitted to the Union by secure means and in a commercially available electronic format, to be agreed upon by the Employer and the Union.

### **Section 3.2: Access**

Duly authorized representatives of the Union may have access at reasonable times to those areas of the Employer's premises which are open to the general public for the purpose of investigating grievances and contract compliance. Union representatives shall not have access to those areas of the Employer's premises which are not open to the general public, including but not limited to work areas, employees' lounges and break rooms, nursing units, or other resident care areas unless advance approval has been obtained from the Employer and the representative has signed in at the Reception Center. Approval will not be unreasonably withheld. Upon request by a Union representative as far in advance as possible, but no less than seventy-two (72) hours in advance,

the Employer will reserve a conference room for the representative to meet with bargaining unit employees on non-working time, subject to the availability of conference rooms and the operational and patient care needs of the Employer. Access to the Employer's 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 disrupt the residents or interfere with resident care or the normal operation of the facility.

### **Section 3.3: Bulletin Boards**

The Employer will make available to the Union, bulletin board space at designated locations for the purposes of posting notices related to Union activities. All such notices shall be signed by an authorized representative or Advocate of the Union, dated, and have a posting expiration date. Union representatives and all union members agree to post all Union sponsored notices, stickers or other such materials only on designated bulletin boards as provided by the Employer.

### **Section 3.4: Union Advocates**

The Union will designate up to seven (7) Advocates from among the employees in the bargaining unit. The Employer will not recognize these Advocates until the Union has given the Employer written notice. The Advocates shall be permitted reasonable time to participate in the investigation of grievances, Weingarten meetings (investigatory meeting which may lead to discipline), and grievance meetings during working hours, after obtaining permission from their supervisor, which permission shall not be unreasonably withheld, and provided that the Advocates will not incur overtime unless authorized by the Employer. All other representational activities must take place during non-working time. Advocates shall not interfere with the work of other employees while conducting these activities.

### **Section 3.5: New Employee Orientation**

The Employer will grant access for a Union representative or Union Advocate to a thirty (30) minute portion of each new employee orientation presented to bargaining unit employees. The Employer will give reasonable notice to the Union of any modification to any established schedule for new employee orientations.

## **ARTICLE 4: SENIORITY**

### **Section 4.1: Definition of Seniority and Application**

Seniority shall be defined as an employee's length of service in the bargaining unit from such employee's most recent date of hire (anniversary date). Seniority shall accrue but not apply during an employee's probationary period. Where skill, ability, experience, past performance and quality of work are equal in the reasonable judgment of the Employer, seniority shall be the determining factor in all layoffs, transfers/promotions to vacant positions, demotions, and assignments to work in higher wage scale classifications in accordance with Section 5.11 (Assignment to Higher Wage Scale Classifications). The Employer shall administer this Article, including subsections, in a manner that is not arbitrary or capricious.



Vacation preference shall be in accordance with Section 11.7.

## **4.2: Layoffs**

In the event of a layoff, the Employer will determine the number of full-time and part-time positions needed in any affected unit or department. Subject to the requirements set forth in Section 4.1 above, the work will be reassigned to the remaining employees based on seniority, providing staffing and scheduling considerations (including weekend coverage) are satisfied in the judgment of the Employer. Employees shall receive two (2) weeks' notice of layoff or two (2) weeks' pay in lieu of notice, plus any unused Paid Time Off (PTO).

### **4.2.1: Recall**

Employees on layoff status shall be placed on a reinstatement roster for a period of six (6) months from the date of layoff. When vacancies occur, employees will be reinstated in the reverse order of the layoff by job classification providing skill, ability, experience and past performance are considered equal in the opinion of the Employer.

## **Section 4.3: Restructuring**

Restructuring may occur when the Employer determines that the full-time and part-time positions on one or more units, departments or shifts need to be reallocated or reconfigured, including as a result of the expansion or consolidation of one or more units or departments, a change in staffing or scheduling needs on one or more units, departments or shifts, or changes to needed qualifications or skills. If the Employer determines that one or more units, departments or shifts will be restructured, the Employer will give affected employees and the Union at least fourteen (14) days' notice prior to the effective date of the restructure, indicating the affected existing units, departments or shifts, the available full-time and part-time positions (along with initial anticipated schedules), and any required qualifications or skills. Upon request, the Employer shall meet with the Union within three (3) days of the notice to review the Employer's restructuring plan and procedure. During the notice period, employees in the affected existing units, departments or shifts will submit written preference lists for the available full-time and part-time positions. Employees will be assigned to available positions based on their written preference lists, if available, in order of seniority applied as set forth in Section 4.1, provided that staffing, qualifications, skill and scheduling considerations (including absence and weekend coverage) on each restructured unit, department or shift are satisfied in the judgment of the Employer. If the restructuring results in fewer positions, the layoff provisions of Section 4.2 shall apply to any employee not provided a position.

## **Section 4.4: Job Openings**

Available regular job openings within the bargaining unit shall be posted on bulletin boards for at least seventy-two (72) hours, excluding weekends and holidays prior to the filling of such positions. The Employer shall be seeking the most qualified applicant to fill the position. Such job openings shall be filled from applicants applying for the position in accordance with Section 4.1 (Definition of Seniority and Application) of this Agreement.

#### **4.4.1: Transfer to Different Position**

New employees and current employees must be in their present position, shift and/or work location for at least six (6) months before applying to transfer to another position, shift and/or work location, unless a shorter period is agreed upon by the mutual consent of the Employer and the employee.

#### **Section 4.5: Low Census - Assisted Living**

Low census shall be defined as a decline in patient care requirements or a period of low need resulting in a temporary staff decrease. During periods of low census, the Employer will first ask for volunteers before implementing this low census policy. In the event no employee volunteers, the Employer shall maintain a list, available for employees to review, of employees by shift and work location for the purposes of rotating employee reductions due to low census. The least senior employee on the list for the affected shift and work location shall receive a low census day off. In the event there is more than one (1) low census position reduction for a shift and work location, the next least senior employee will receive a low census day off until the list has been exhausted. If an employee receives a low census day off, the employee may use Paid Time Off (PTO) in order to make up for the loss of compensation. The low census roster shall be maintained based on the preceding twelve (12) months and be available for employees to review. If a low census period exists beyond ninety (90) days (or thirty (30) days for the Night Shift), the Employer will reanalyze staffing needs and notify the Union prior to any application of the provisions of Section 4.2 (Layoffs).

### **ARTICLE 5: JOB CLASSIFICATION, DUTIES AND DEFINITIONS**

#### **Section 5.1: Premises**

“Premises” shall include apartment buildings, parking lots and garages operated by the Employer. All floors, walls, woodwork, trim, halls, lobbies, airways, basements, storage rooms, porches, approaches, yards, lawns and abutting sidewalks, escapes, appurtenances, apparatus and equipment, fixtures, furniture, furnishings and domestic appliances shall be considered part of the Employer’s premises.

#### **Section 5.2: Housekeeper**

Duties of Housekeeper shall consist of primarily cleaning residential apartments, guestrooms, and other areas as assigned by supervisor or designee per the Horizon House Housekeeper job description.

#### **Section 5.3: Environmental Services Technician (EST)**

Duties of Environmental Services Technician (EST) shall consist primarily of a variety of janitorial and minor maintenance services necessary to keep the community areas and residential living floors of Horizon House clean and safe, and to prepare apartments for new residents, per the Horizon House Environmental Services Technician job description.

#### **Section 5.4: Utility Engineer**

Duties of Utility Engineer shall consist of routine maintenance tasks, preventative maintenance, resident work orders and a variety of other tasks as requested or needed, per the requirements of Horizon House Utility Engineer job description.

#### **Section 5.5: Engineer II**

Duties of Engineer II shall consist of intermediate maintenance tasks, preventative maintenance, resident work orders and a variety of other tasks as requested or needed, per requirements of the Horizon House Engineer II job description.

#### **Section 5.6: Engineer I**

Duties of the Engineer I shall consist of complex and major corrective maintenance tasks, preventative maintenance, highly skilled and detailed renovation and construction work and a variety of other tasks as requested/needed, per requirements of the Horizon House Engineer I job description. Engineer Is must hold appropriate licenses per the Horizon House Engineer I job description.

#### **Section 5.7: Senior Engineer**

Senior Engineer will fulfill the requirements of an Engineer I and will be able to stand shift alone.

#### **Section 5.8: Specialty Engineer**

The Specialty Engineer will fulfill the requirements of a Senior Engineer. Additionally, the Specialty Engineer will be licensed to perform and be actively assigned to perform, as the business need dictates, a substantial portion of the Specialty Engineer's regular duties at the journeyman-level in the specialty work areas of electrical, plumbing and/or HVAC. Specialty Engineers may be able to stand shift alone.

#### **Section 5.9: Garage Attendant**

Duties of the Garage Attendant shall consist of parking and retrieval of automobiles, cleaning of automobiles, processing of parking fees, maintenance of the parking areas and other duties assigned per the Horizon House Garage Attendant job description.

#### **Section 5.10: Elder Care Assistant**

Duties of the Elder Care Assistant consist of providing direct care to residents per the requirements of the Horizon House Elder Care Assistant job description.

##### **5.10.1: Floating-Nursing Assistant**

The Employer retains the right to change an employee's daily work assignment on a shift-by-shift basis to meet resident care needs. Employees will be expected to perform all basic nursing functions but will not be required to perform tasks or procedures specifically applicable to the nursing unit for which they are not qualified or trained to perform. Employees required to float within the facility will receive orientation appropriate to the assignment. Orientation will be

dependent upon the employee's previous experience and familiarity with the nursing unit to which such employee is assigned. If during the floating assignment an employee is asked to perform a task or procedure for which the employee does not feel qualified or trained to perform, the employee should immediately discuss the matter with the employee's supervisor.

### **Section 5.11: Assignment to Higher Wage Scale Classifications**

Employees are required to have a supervisor's approval before performing work outside of their classification. Upon receipt of supervisor approval, an employee who performs duties appropriate to a classification with a higher wage scale shall be compensated for the time performing such duties at the lowest longevity step for the higher wage scale classification that would provide an increase in pay.

### **Section 5.12: Training Opportunities**

The Employer will provide training opportunities for all employees to allow each employee the opportunity to qualify for promotions when openings occur.

#### **5.12.1: In-Service Program**

The Employer will provide regular in-service education to employees mandated by Federal, State, County, and local regulations.

#### **5.12.2: Employee Compliance**

Failure to comply with mandated Federal, State, County and local credentialing regulations will result in placement of the employee on "temporary unpaid leave" until such employee provides the Employer with documentation of compliance, such temporary leave not to exceed thirty (30) calendar days. This period may be extended by mutual agreement between the employee and the Employer. The Employer will make a good faith effort to post a monthly notice of required job credentials (e.g. CPR certification, NAC license) that will be expiring in the following month. Any failure by the Employer to post such notice will not excuse any employee's failure to comply with mandated credentialing regulations, will not be relevant to any disciplinary action, and does not waive or limit the consequences of such failure under this Section or any other provision of this Agreement.

### **Section 5.13: 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 the employee has been hired. Copies of all job descriptions shall be made available to employees and the Union upon request. The Employer will consult with the Horizon House/SEIU Labor-Management Committee prior to making changes to any Horizon House Job Descriptions for job classifications covered by this Agreement. In the event a job description has been changed significantly, the Employer shall provide to the Union and each affected employee a copy of the changed job description.

#### **Section 5.14: Regular Full-Time Employee**

An employee who has been hired by the Employer and who works not less than thirty (30) hours per work week is defined as a full-time employee.

#### **Section 5.15: Regular Part-Time Employee**

An employee who has been hired by the Employer and works less than thirty (30) hours per work week is defined as a part-time employee.

#### **Section 5.16: Probationary Employee**

An employee who has been continuously employed by the Employer for less than ninety (90) calendar days is defined as a Probationary Employee. After ninety (90) calendar days of continuous employment, the employee shall attain regular full-time, regular part-time or on-call employment status unless specifically advised by the Employer in writing of an extended probationary period of up to an additional ninety (90) days. During the probationary period, an employee may be discharged without notice and without recourse to the grievance procedure (Article 14).

#### **Section 5.17: On-Call Employee**

An on-call employee shall be defined as an employee not regularly or consistently scheduled to work and/or an employee called in to work on an unscheduled intermittent basis. An on-call employee may request that the Employer review the employee's on-call status for reclassification purposes no more frequently than once every three (3) months. An on-call employee who is reclassified by the Employer into a benefit eligible full-time or part-time position shall begin to accrue seniority for the purposes of wages and benefits accruals at the time of the reclassification. The employee shall be subject to the probationary period set forth in Section 5.16.

### **ARTICLE 6: DISCIPLINE, DISCHARGE AND RESIGNATIONS**

#### **Section 6.1: Discipline and Discharge**

After the probationary period described in Section 5.16, the Employer shall only discipline or discharge a regular full-time, regular part-time, or on-call employee for just cause. "Just cause" shall be defined to include the concept of progressive discipline (such as verbal and written reprimands and the possibility of suspension without pay). Progressive discipline shall not be applied when it is determined that the nature of the offense requires immediate suspension or discharge. The just cause disciplinary standard shall not apply to an on-call employee who does not meet the on-call minimum work requirements established by the Employer, and such employee may be disciplined or discharged for that reason without recourse to the grievance procedure (Article 14). Verbal warnings may be documented by the Employer to record the incident and reprimand. A copy of all written disciplinary actions shall be given to the employee and Union. Employees shall be required to sign the written disciplinary action. The employee's signature shall not be regarded as agreement with the reprimand but shall be for the sole

purpose of acknowledging receipt thereof. Such disciplinary notices shall include the following: “The employee’s signature does not imply agreement with any part or all of this reprimand or corrective action, but rather acknowledges knowledge and receipt of the report.”

Prior to any meeting for the purposes of investigation of an issue that could lead to discipline, the Employer shall make a firm good faith effort to inform an employee who is subject to or potentially subject to discipline that the employee has the right to request union representation. If invoked, the employee’s right to representation shall be honored, or the Employer may choose not to interview the employee.

If an employee who is subject to or potentially subject to discipline is placed on administrative leave during the period of an Employer investigation, the employee must be available and attend investigatory meetings scheduled during the employee’s normal workdays and hours of work. Such employees must also be available to attend investigatory meetings scheduled Monday through Friday, 6:30 a.m. to 5:00 p.m. absent extenuating personal circumstances, including prior scheduled shifts for another employer.

Written disciplinary actions will be removed from consideration by the Employer in future discipline in accordance with the following schedule:

Written disciplinary actions that are lower than a final written warning (e.g. verbal and written warnings) – after twelve (12) months without any disciplinary action the most recent disciplinary action will be removed from consideration, and after eighteen (18) months without any disciplinary action any prior, related disciplinary action will be removed from consideration.

For final written warnings – after eighteen (18) months without any disciplinary action the final written warning will be removed from consideration, and after twenty-four (24) months without any disciplinary action any prior, related disciplinary action will be removed from consideration.

### **Section 6.2: Resignation Notice**

Employees shall give at least fourteen (14) calendar days’ prior written notice of resignation. Failure to give written notice may cause forfeiture of all accrued benefits.

### **Section 6.3: Loss of Funds or Property**

Employees will not be held responsible for the loss of funds or property (e.g. equipment or tools) through robbery, fire or other circumstances beyond the employee’s control when an employee must handle funds or property according to written instructions of the Employer. The employee may be subject to discipline in accordance with Section 6.1 (Discipline and Discharge) of this Agreement if a loss occurs in the course of handling Employer funds or property according to written instructions of the Employer that is within the control of the employee. (Example: short in cash funds from opening balance at the beginning of a shift and the closing balance at the end of a shift without written business receipts as explanation.)

## **ARTICLE 7: GENERAL CONDITIONS**

### **Section 7.1: Staff Meetings**

The Employer will facilitate regular meetings between employees and their supervisors, which may include review of work assignments and any problems that might arise concerning the performance of their duties.

### **Section 7.2: Physical Examinations and Inoculations**

All physical examinations and inoculations of employees required by the Employer shall be arranged for by the Employer on the employee's time at no cost to the employee.

### **Section 7.3: Uniforms**

#### **Employer-Issued Uniforms**

Employer-issued uniforms remain the property of Horizon House. Extra sets of uniforms may be purchased by employees.

#### **Employer-Required Uniforms**

The Employer will provide an annual uniform allotment of identical value to employees who are required to purchase uniforms. Effective January 1, 2022, the annual allotment shall be two hundred dollars (\$200) (pro-rated for part-time to one hundred thirty-five dollars (\$135) and for on-call to eighty dollars (\$80)). Reimbursement for purchased uniforms may be requested on a bi-annual basis.

### **Section 7.4: Personnel Files**

Employees have the right to access their own personnel file. By appointment an employee may view this file in the presence of a representative of Human Resources upon a written request to Human Resources. With authorization by the employee, a representative of the Union will be allowed to view the employee's personnel file. To the extent possible, references to other person(s) found in the employee's personnel file may be omitted for confidentiality if forming a basis for discipline. Employees will be given the opportunity to provide a written rebuttal to any materials placed in their personnel file. Upon request, a copy of all written disciplinary actions and performance evaluations shall be given to the employee.

### **Section 7.5: Employer Offered Services for Fees**

The Employer may offer items for employee purchase, such as but not limited to, meals, parking or classes (e.g. yoga). The Employer has the right to adjust the fees for any such goods and services offered. The Employer will provide employees thirty (30) days' notice of any changes. The Employer may offer these items to be payroll deducted as a convenience for employees.

### **Section 7.6: English Speaking While on Duty**

Employees will be expected to speak English while on duty consistent with Horizon House policy, subject to discipline in accordance with Section 6.1.

## **ARTICLE 8: HOURS OF WORK AND OVERTIME**

### **Section 8.1: Eight (8) Hour Shifts**

A normal work day may consist of eight (8) hours of work within eight and one half (8½) consecutive hours when the work week schedule is based on five (5) eight (8) hour days. Forty (40) hours of work within seven (7) consecutive days shall constitute a normal work week. When this work schedule is utilized, an employee shall be compensated at one and one-half times (1½) the regular rate of pay for all hours worked in excess of eight (8) hours per day or forty (40) hours per work week. All work performed on the seventh (7th) consecutive day of work shall be paid for at two times (2x) the regular rate of pay.

### **Section 8.2: Ten (10) Hour Shifts**

A normal work day may consist of ten (10) hours work within ten and one half (10½) consecutive hours when the work week schedule is based on four (4) ten (10) hour days. Forty (40) hours of work within seven (7) consecutive days shall constitute a normal work week. When this work schedule is utilized, an employee shall be compensated at one and one-half times (1½) the regular rate of pay for all hours worked in excess of ten (10) hours per day or forty (40) hours per work week. Ten (10) hour day schedules may be established by mutual consent of the Employer and employee or by the Employer upon one (1) month notice to the employee prior to the commencement of such schedule.

### **Section 8.3: Twelve (12) Hour Shifts**

A normal work day may consist of twelve (12) hours of work within thirteen (13) consecutive hours when the work week schedule is based on three (3) twelve (12) hour days. Thirty-six (36) hours of work within seven (7) consecutive days shall constitute a normal work week. When this work schedule is utilized, an employee shall be compensated at one and one-half times (1½) the regular rate of pay for all hours worked in excess of twelve (12) hours per day or forty (40) hours per work week. Twelve (12) hour day schedules may be established by mutual consent of the Employer and employee or by the Employer upon one (1) month notice to the employee prior to the commencement of such schedule. If a twelve (12) hour schedule is implemented, the Union will be notified.

### **Section 8.4: 8 and 80 Schedule**

Eight (8) hours of work within eight and one-half (8 1/2) consecutive hours shall constitute a normal day's work. The normal work period shall consist of eighty (80) hours work within a fourteen (14) day period. An employee shall be compensated at the rate of one and one-half times (1½ x) the regular rate of pay for all time worked beyond the normal workday or normal work period. All work performed on a seventh (7th) consecutive day of work shall be compensated at two times (2x) an employee's regular rate of pay. All overtime must be approved in advance by a supervisor.



## **Section 8.5: Posted Work Schedules**

The Employer shall post work schedules for each employee on the Monday, two (2) weeks prior to the beginning of the next pay period. An employee whose posted work schedule is to be changed shall be notified as soon as possible of such change. All requests for scheduling changes must be made two weeks in advance of posting the schedule. It is recognized and understood that deviations from the employee's posted hours of work will occur from time to time resulting from several causes; such as, but not limited to, low census, vacations, leaves of absence, weekend and holiday duty, absenteeism, Employer request, temporary shortage of personnel and emergencies. No such deviation shall be considered a violation of this contract.

### **8.5.1: Trading Days Off**

Employees may "trade" days off with the consent of the Employer. If as a result of such a "trade" an employee works in excess of a normal work day or a normal work week/work period, or works for seven consecutive days, the employee will not be compensated at one and one-half times (1½x) the regular rate of pay for hours worked over the normal work day or work week/work period, nor two times (2x) the regular rate of pay for the hours worked on the seventh (7th) day, unless required by the Fair Labor Standards Act.

## **Section 8.6: Split Shifts**

Split and partial shifts shall not be scheduled except by mutual consent between the Employer and employee.

## **Section 8.7: Weekends Off**

Employees working under an 8 and 80 schedule authorized by the Fair Labor Standards Act shall be scheduled for every other weekend off unless the employee and Employer have mutually agreed in writing to waive this requirement or, by mutual agreement, during "prime time" vacation scheduling periods when employees will receive not less than two (2) weekends off per month.

## **Section 8.8: Meal Periods**

Employees shall be allowed a meal period of at least thirty (30) minutes which commences no less than two (2) hours nor more than five (5) hours from the beginning of the shift. This meal period shall be on the employee's time. Meal periods shall be on the Employer's time when the employee is required by the Employer to remain on duty on the premises or at a prescribed worksite in the interest of the Employer. No employee shall be required to work more than five (5) consecutive hours without a meal period. Employees required to work through their meal periods shall be compensated for such time at regular or overtime rates as may be appropriate. Employees working three (3) or more hours longer than a normal work period shall be allowed at least one (1) thirty (30) minute meal period prior to or during the overtime period.

## **Section 8.9: Break Periods**

Employees shall be allowed a rest period of fifteen (15) minutes on the Employer's time for each four (4) hours working time. Subject to patient/resident care considerations, break periods shall be scheduled as near as possible to the midpoint of the work period. No employee shall be required to work more than three (3) hours without a rest period.

## **ARTICLE 9: COMPENSATION**

### **Section 9.1: Wages & Classifications**

Appendix A: attached and made a part of this Agreement is the wage schedule for the classifications currently covered by the terms of this Agreement, which shall be effective on the dates indicated therein and under the provisions contained therein. Nothing in this Agreement shall prohibit the Employer, at its sole discretion, from paying wages for any classification identified in Appendix A in excess of the wage scale for that classification provided for in Appendix A, with notice to the Union.

On-call workers shall be paid at the rates specified in Appendix A.

Regular employees at or above the top step will receive a bonus equivalent to a one percent (1%) step increase paid on the basis of their hours worked in the preceding year. This bonus will be paid to eligible employees once annually on the regular pay date following the first full payroll period in January.

#### **9.1.1: Placement on the Wage Schedule**

Placement on a job classification's wage scale will be made based on factors including, but not limited to, the length and/or nature of the experience in the same or equivalent job, degree of skill, prior education and other relevant factors. If an employee believes their placement on the wage scale does not meet these factors in a manner that results in proper placement on the wage scale the employee (with or without the assistance of the Union Representative or Advocate) may bring the issue to the attention of the HR Director who will undertake a review of the individual employee's placement. Should the employee not be satisfied with HR Director's determination, the matter may be appealed in writing to the Chief Executive Officer or designee whose decision shall be final.

#### **9.1.2: Change in Classification**

Employees promoted to a job classification with a higher wage scale shall have their rate of pay adjusted to the start of the scale for that new classification. If that new rate should constitute a decrease in rate of pay, the employee will be assigned to that step in the wage scale for the new classification that will provide for an increase in rate of pay. Employees who change to a job classification with an equal or lower wage scale shall be placed on the scale for that new classification in accordance with Section 9.1.1 or, at the Employers discretion, may be assigned to that step in the wage scale for the new classification that is equal to or immediately higher than the employee's current rate of pay.

### **9.1.3: Advancement on the Wage Schedule**

Employees will advance to the next step on the Appendix A wage scale for their job classification on January 1 of each year. This advancement will include employees who were hired into their job classification before September 1 of the preceding year. Employees who were hired into their job classification on or after September 1 of the preceding year will not advance to the next step on January 1 immediately following their date of hire into that job, but will instead receive their first step advancement on January 1 of the subsequent year.

### **Section 9.2: Effective Date**

Any wage increase or other increase in compensation provided for by this Agreement shall become effective at the beginning of the payroll period on or after the effective date for the increase as set forth in this Agreement.

### **Section 9.3: Paydays**

Paydays shall be twice per month. The Employer shall provide paychecks or direct deposit of paychecks to employees not later than the end of the business day on paydays.

### **Section 9.4: No Wage Reductions**

No employee shall suffer a reduction in wage solely as a result of the signing of this Agreement. This applies to the employee, not the job.

### **Section 9.5: Regular Rate of Pay**

The regular rate of pay will be defined as:

- a. An employee's base rate of pay in accordance with "Appendix A" of this Agreement; and
- b. Any applicable shift differential (Section 9.8); and
- c. Any applicable lead pay premium (Section 9.7) or other applicable premium pay.

### **Section 9.6: Base Rate of Pay**

The base rate of pay will be defined as an employee's hourly rate of pay in accordance with "Appendix A" of this Agreement.

### **Section 9.7: Lead Pay**

Employees assigned lead responsibilities shall be compensated for such responsibilities with a premium of ten percent (10%) above their regular rate of pay except as may otherwise be specified in this Agreement. Lead responsibilities shall include, but not be limited to, those situations in which an employee is assigned to work with and oversee the work of another employee who has not been assigned a work routine or residents: scheduling; or oversight of work orders generated by a manager or supervisor. This Section shall not apply to employees compensated as Utility Engineers, Engineer II, Engineer I, or Elder Care Assistant (NAC) whose normal duties include the training and/or orientation of other employees.

### **Section 9.8: Shift Differential**

All employees assigned to work shifts where the majority of the hours worked fall between 2:45 p.m. and 11:00 p.m. shall be compensated for all hours worked on such shifts with a shift premium of seventy-five cents (\$0.75) per hour. All employees assigned to work shifts where the majority of hours fall between 11:00 p.m. and 7:15 a.m., shall be compensated for all hours worked on such shifts with a shift premium of one dollar and twenty-five cents (\$1.25) per hour.

Senior Engineers will receive a seventy-five cent (\$0.75) premium on each hour worked on a stand-alone shift or a shift without other engineers on duty.

### **Section 9.9: Benefits**

Unless otherwise provided for in this Agreement, subject to the eligibility requirements of the applicable benefit plan, to be eligible for benefits, an employee must:

- (1) Have completed ninety (90) calendar days of continuous employment, and
- (2) Work twenty (20) or more hours per week.

### **Section 9.10: Report Pay**

An employee who reports for work as scheduled and is released from duty by the Employer due to low census shall be compensated for a minimum of four (4) hours of work at such employee's regular rate of pay. This commitment shall not apply when the Employer has made a good faith effort to notify the employee at least two (2) hours in advance of the scheduled shift. It shall be the responsibility of the employee to notify the Employer of the employee's current address and phone number.

### **Section 9.11: Call-In Pay**

An employee called in to work on the employee's scheduled day off shall be compensated for a minimum of four (4) hours of work at such employee's regular rate of pay plus any contract overtime (Sections 8.1 and 8.2) if applicable. An employee called in to work on the employee's scheduled day off who reports for work within two (2) hours of the beginning of the scheduled shift and works the remainder of the shift shall be compensated for the hours of the entire shift at such employee's regular rate of pay plus any contract overtime (Sections 8.1 and 8.2) if applicable.

### **Section 9.12: Training Pay**

All time spent by an employee in training sessions required by the Employer shall be compensated at such employee's regular rate of pay.

### **Section 9.13: Parking and Public Transportation**

Second shift employees shall pay for parking at a rate of 75% of the full parking fee established by the Employer. Parking will be complimentary for third-shift employees and on-call status employees while on shift.

Full-time employees regularly scheduled to work thirty (30) or more hours per week are eligible for a subsidized ORCA Passport Card through Horizon House monthly payroll deduction, according to the following tiers:

Annual Income	<\$15,000	\$15,000-34,999	\$35,000-44,999	\$45,000+
Employee share	20%	30%	40%	50%

Full-time employees regularly scheduled to work thirty (30) or more hours per week are also eligible to receive partial reimbursement for ferry costs (limited to employee transportation only), subject to timely proof of payment, in accordance with the Employee Share percentage in the table above.

Part-time employees regularly scheduled to work twenty (20) or more hours per week and less than thirty (30) hours per week are eligible for a reimbursement of 30% of their ORCA Passport Card or ferry costs (limited to employee transportation only), subject to timely proof of payment.

**ARTICLE 10: LEAVES OF ABSENCE**

**Section 10.1: General Leave Provisions**

All leaves of absence are to be requested from the Employer in writing as far in advance as possible, stating the reason for the leave and the amount of time requested. A written reply to grant or deny the request shall be given to the employee by the Employer within thirty (30) days of receipt of the leave request. A leave of absence shall begin on the first day of absence from work. Failure to return from a leave of absence on the scheduled return date will result in termination of employment.

**Section 10.2: Family/Personal Medical Leave**

As required by the federal Family and Medical Leave Act (FMLA), upon completion of one (1) year of continuous employment, any employee who has worked at least 1250 hours during the twelve (12) months before the commencement date of the leave shall be entitled to up to twelve (12) weeks of unpaid leave per year for the birth, adoption or placement of a foster child; to care for a spouse or parent or child under the age of eighteen (18) with a serious health condition; or when the employee is unable to work due to a serious health condition. Prior to the employee being granted a family/personal medical leave, the Employer may require a statement from a health care provider as defined under the FMLA attesting to the employee’s personal or family need for such leave. The Employer shall maintain the employee’s health benefits during this leave and shall reinstate the employee to the employee’s former or equivalent position at the conclusion of the leave.

If a particular period of leave qualifies under both the FMLA and State law, the leaves shall run concurrently. The Employer shall provide intermittent leave as required by law. This leave shall be interpreted consistently with the rights, requirements, limitations and conditions set forth in Federal/State law and shall not be more broadly construed. The Employer may require or the

employee may elect to use any accrued Paid Time Off (PTO) and/or Paid Sick Leave (PSL) for which the employee is eligible during the leave of absence.

Generally, employees must give at least thirty (30) days' advance notice to the Employer of the request for leave. Prior to the employee returning from a health leave of absence, the Employer may require a statement from a health care provider attesting to the employee's capability to perform the work required of the position.

#### **10.2.1: Maternity Disability Leave**

An eligible employee is entitled to take unpaid time off for pregnancy or maternity disability for the period of temporary disability in accordance with State law.

#### **Section 10.3: Personal Leave**

The Employer may approve personal leave of absence for a specified period of time, typically not to exceed thirty (30) days. Personal leave requests will be evaluated based on an employee's work history, the department's staffing needs as well as the reason for the request. An employee taking personal leave must use all available accrued paid time off (such as PTO, PSL or Floating Holidays), if applicable, prior to unpaid time. Employees returning as scheduled from such a personal leave shall be reinstated to a like or similar position with no guarantee of the same shift or work location.

#### **Section 10.4: Bereavement Leave**

Upon completion of ninety (90) calendar days of employment, a regular full-time or part-time employee shall be eligible for a maximum of three (3) days bereavement leave in a rolling twelve (12) month period paid at such employee's base rate of pay for previously scheduled work days when the death of an immediate family member necessitates time away from work. Immediate family members include the employee's parents, parents-in-law, grandparents, siblings, spouse or domestic partner, children, grandchildren or other persons with whom the employee has had a similar close personal relationship. The Employer may require proof of the relationship and/or death of the decedent as a condition to paying bereavement leave.

#### **Section 10.5: Jury Duty Leave**

A leave of absence will be granted for the period of an employee's service on jury duty. An employee called to jury duty should notify the employee's departmental supervisor of jury duty service as soon as possible. If service on jury duty by an employee could jeopardize resident care, it may be necessary for the employee to seek release from this duty. The Employer shall provide the employee a written request for the purposes of releasing the employee from jury duty service.

An employee shall be compensated for jury duty service. Compensation shall be the employee's base rate of pay less the amount received for jury duty (exclusive of court-provided mileage reimbursement and expense reimbursement), up to a maximum of ten (10) days. A copy of the jury duty pay warrant must be presented to such employee's departmental supervisor. When

jury duty assignments do not conflict with the work schedules, employees will not be expected to report for such scheduled work unless mutually agreed to by the Employer and the employee.

### **Section 10.6: 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 a serious injury or illness up to a total of twenty-six (26) workweeks 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 the temporary disability retired list, for a serious injury or illness. A serious injury or illness is that which was incurred by a service-member in the line of duty that may render the service-member medically unfit to perform the duties of the service-member's 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 the single twelve (12) month period. Only twelve of the twenty-six (26) weeks total may be used for FMLA-qualifying reason other than to care for a covered service-member. This provision shall be administered in accordance with U.S. Department of Labor Regulations.

### **Section 10.7: 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 the employee's supervisor with notice of intent 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 10.8: 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 10.9: Unpaid Union Leave**

Up to three workers may request a leave of absence to perform work for the Union with thirty (30) days' notice to the Employer. Notice will include date on which 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. The decision to grant or deny a request will be based on the

operational needs of the Employer, but a request for union leave or an extension of union leave will not be unreasonably denied. The Employer shall return the worker to the same job and position that the worker held at the time they went on leave, provided the employee remains qualified and maintains all necessary licenses and certifications. The employee will not lose seniority and will receive any intervening increase to wages or benefits applied as if they had been working. Employees on unpaid union leave may utilize any earned PTO while on leave.

**Section 10.10: Washington Paid Family & Medical Leave Act**

The Washington Paid Family & Medical Leave Act establishes a state program that generally allows eligible employees to apply for State-provided income replacement benefits during a leave of up to 12 weeks (or under certain circumstances up to 18 weeks) for qualifying reasons. Leave that is compensated under the PFML program will run concurrently with all other applicable paid or unpaid leave types available in this Agreement or by law, including FMLA leave, to the maximum extent allowed by law. Employees will be responsible for the employee premium share allowed by law, paid through payroll deduction. The Employer will pay the remaining portion of the premium.

**ARTICLE 11: PAID TIME OFF; PAID SICK LEAVE; PAID FLOATING HOLIDAYS**

**Section 11.1**

This benefit program incorporates hours previously allocated in separate amounts for vacation, sick leave and holidays. It recognizes the need for scheduled time away from the job (vacation and holidays), for personal reasons, and for occasions when the employee must be away because of illness or injury.

The benefit program has three elements to it. One is Paid Time Off (PTO), one is Paid Sick Leave (PSL), and the other is Paid Floating Holidays. PTO and PSL are built on an hourly accrual rate earned by eligible employees on worked hours. PTO and PSL will be paid only to the extent that PTO and PSL hours have been accrued by the employee up to the time of absence.

**Section 11.2: Paid Time Off (PTO)**

**11.2.1: Paid Time Off (PTO) Accrual Rate and Cap**

PTO will be accrued by eligible employees upon commencement of employment. Regular part-time employees who work at least 20 hours per week are eligible to accrue PTO on a pro rata basis. PTO is accrued at an hourly accrual rate on worked hours not to exceed 2080 hours per anniversary year, and may be accrued up to a PTO balance cap as follows:

<b>Years of Employment</b>	<b>Accrual Rate per Hour Worked</b>	<b>Maximum Annual Accrual (Full-Time)*</b>	<b>PTO Balance Cap (Full-Time)</b>
First year	0.048077	100 hours (12.5 days)	100 hours
Second year	0.067308	140 hours (17.5 days)	280 hours
Eighth year	0.086538	180 hours (22.5 days)	360 hours



Fifteenth year	0.105769	220 hours (27.5 days)	440 hours
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\*Calculated days of maximum annual accrual are based on eight (8) hour shifts.

### **11.2.2: Notification and PTO Request**

PTO may be used following the first ninety (90) days of employment. Employees must submit all requests to use PTO through the Employer’s electronic payroll system.

Employees must request scheduled PTO at least thirty (30) days in advance, or as soon as practicable if such notice is not possible.

Employees must give notice of an unforeseeable, unscheduled need for PTO to the employee's supervisor or designee at least three (3) hours in advance of the employee’s scheduled shift if the employee is unable to report for duty as scheduled. Employees are expected to notify the Employer as set forth above each day of any unscheduled absence. Failure to comply with the above notification requirements may result in loss of PTO for that day.

### **11.2.3: Cash out of PTO**

An employee may request a payout of PTO hours in any payroll period with the following conditions/restrictions.

- Payout hours requested must be a minimum of 8 hours per request
- The employee must have used a minimum of 40 hours of PTO in the twelve (12) months preceding the payout request
- Cumulative payouts in any calendar year quarter may not exceed 25% of the available PTO balance at the time of the first payout request in any quarter
- The employee’s PTO balance must not be less than 40 hours after applying the payout hours
- The PTO Payout Request and Authorization form must be delivered to payroll no less than 3 working days before the appropriate pay period end
- Approved PTO payout will be made on the first regular pay period that is more than 3 working days after the PTO Payout Request and Authorization form is delivered to payroll. No manual checks will be issued for PTO payout.

### **Section 11.3: Extended Sick Leave (ESL)**

Effective on the first pay period following ratification of this Agreement, employees will no longer accumulate Extended Sick Leave (ESL). Except as otherwise specified in MOU One, all accumulated ESL balances will be removed from employees' accounts.

#### **Section 11.4: Paid Sick Leave (PSL)**

Paid Sick Leave (PSL) is a bank of time accrued to provide employees with paid sick leave coverage required by the Washington State Paid Sick Leave Law, RCW 49.46.200, et seq. and the Seattle Paid Sick and Safe Time Ordinance, SMC 14.16.

##### **11.4.1: Paid Sick Leave (PSL) Accrual Rate.**

PSL is accrued by all employees at the hourly accrual rate of .025 hours per worked hour (6.5 days annual accrual for full-time employee). New employees will begin accruing PSL upon commencement of employment.

##### **11.4.2: Paid Sick Leave (PSL) Rollover.**

PSL rollover is based on each employees' anniversary year. On their anniversary date an employee may roll over up to a maximum of 56 hours of accrued and unused PSL into the employee's next anniversary year.

##### **11.4.3: Use of Paid Sick Leave (PSL).**

PSL may be used beginning after 90 days of employment. PSL may be used for the purposes and in the manner set forth in the Employer's Paid Sick Leave policy, consistent with the provisions of the Washington State Paid Sick Leave Law, RCW 49.46.200 et seq., and for any purpose required by applicable law. PSL hours will not be cashed out.

##### **11.4.4: Notice.**

If the need for PSL is foreseeable, the employee must provide notice at least ten (10) days, or as early as practicable, in advance of the use of PSL.

If the need for PSL is unforeseeable, the employee must provide notice to the employee's supervisor or designee as soon as possible before the scheduled start of the employee's shift, unless it is not practicable to do so or a different notice period is required by applicable law. Employees are expected to notify the Employer as set forth above each day of any unforeseeable absence.

#### **Section 11.5: On-the-Job Injury**

Employees who become ill or who are injured while at work shall be paid accrued PTO for that portion of the shift that they are unable to complete, subject to any integration of Workers' Compensation Insurance. Employees may return to work in available modified duty positions at full pay upon release by a healthcare provider. A modified duty position may be discontinued after twelve (12) weeks unless required to continue under laws and regulations such as the Americans with Disabilities Act (ADA) or Washington Law Against Discrimination (WLAD).

#### **Section 11.6**

PTO and PSL will be paid only to the extent that PTO and PSL hours have been accrued by the employee up to the time of absence.

### **Section 11.7: Vacation Scheduling**

Vacation requests must be submitted through the Employer's electronic payroll system at least thirty (30) days in advance and will be granted subject to department requirements and the following conditions. Vacation requests will be reviewed based on submittal date with notice of approval/denial within at least fourteen (14) days of submittal date. In the event that two or more requests for vacation on the same day or shift are pending, approvals will be granted based on seniority. Vacations scheduled during "prime time" (June 1 through August 31 and November 15 through January 31) shall be limited to two (2) calendar weeks. Departments will continue to rotate the granting of vacation and work on Employer recognized holidays identified in Section 11.9.

### **Section 11.8: Paid Floating Holidays**

The Employer offers paid floating holidays to aid in accommodating the diverse celebrations and religious practices of its employees.

#### **11.8.1: Paid Floating Holiday Accrual**

Regular employees scheduled to work thirty (30) or more hours per work week will receive eight (8) eight-hour floating holidays (64 hours in total) per calendar year. Regular employees scheduled to work less than thirty (30) hours per work week but at least twenty (20) hours per work week will receive four (4) eight-hour floating holidays (32 hours in total) per calendar year. Eligible current employees will accrue these floating holidays at the beginning of each calendar year. Eligible regular employees who are hired during a calendar year or who assume regular employment status during a calendar year will accrue eight-hour floating holidays according to the schedule below, based on their date of hire or assumption of regular status:

<b>Quarter</b>	<b>Hire Date Range</b>	<b>30+ Hours/Week</b>	<b>20+ Hours/Week</b>
Quarter 1	January – March	8 days (64 hours)	4 days (32 hours)
Quarter 2	April – June	6 days (48 hours)	3 days (24 hours)
Quarter 3	July – September	4 days (32 hours)	2 days (16 hours)
Quarter 4	October – December	2 days (16 hours)	1 day (8 hours)

Eligible regular employees who assume a schedule of less than twenty (20) hours per week during a calendar year and regular employees who assume on-call employment status during a calendar year will have any remaining unused floating holiday time removed from their account.

#### **11.8.2: Use of Paid Floating Holidays.**

Paid floating holidays must be requested by the employee and approved by the Employer prior to use. Employees may request a paid floating holiday on the holidays observed by the Employer listed in Section 11.9 or on a day of personal use outside of these holidays.

Employees must request paid floating holidays through the Employer's electronic payroll system at least thirty (30) days in advance. Paid floating holidays may be used in whole day (8-hour) increments only. A maximum of two (2) paid floating holidays may be used in a single month. Paid floating holidays may not be used while an employee is on a leave of absence except as required by law. The Employer will approve paid floating holiday requests in accordance with staffing, operational and resident care needs. The Employer may rotate the approval of paid floating holidays within units or departments during periods of high demand, including during the Section 11.7 "prime time" periods and on the Section 11.9 holidays observed by the Employer.

Paid floating holidays are paid at the employee's regular rate of pay. Unused paid floating holidays will not be carried over to the next calendar year. Paid floating holidays will not be cashed out and will not be paid upon termination of employment.

### **Section 11.9: Work on Observed Holidays**

If an employee is required to work on New Year's Day, Martin Luther King Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and/or Christmas Day, all hours actually worked on the holiday will be paid at one and one-half times (1½ x) the regular hourly wage. Employees may not request PTO or a paid floating holiday for a day on which they would not have ordinarily been scheduled to work.

### **Section 11.10: Unscheduled Absence**

If an employee has an unscheduled absence on a holiday recognized by this Agreement or on the last scheduled working day before the holiday or the first scheduled working day after a holiday, the unscheduled days off shall be without pay and the employee shall forfeit holiday pay for that holiday, unless the employee provides the Employer with a written verification of the illness from a health care provider.

## **ARTICLE 12: HEALTH AND WELFARE**

### **Section 12.1: Workers' Compensation**

All employees shall be covered by Washington State Industrial Insurance or comparable insurance. An employee who qualifies for benefits under Washington State Industrial Insurance due to an on-the-job injury, and who returns to work within six (6) months of the date of injury on the job, shall be reinstated to the employee's prior position. Prior to the employee returning from a health leave due to an on-the-job injury, the Employer will require a statement from a licensed health care provider attesting to the employee's capability to perform the work required of the position.

### **Section 12.2: Health Insurance**

Beginning the first of the month following sixty (60) days of continuous employment, all employees regularly scheduled to work thirty (30) or more hours per week shall be eligible to elect coverage under the Employer's group insurance plan providing base medical, surgical,

hospital, dental and vision insurance benefits. The Employer may elect to offer enhanced insurance options at additional cost to be paid by employees who elect such options (commonly known as “buy-up” plans), provided that any enhanced insurance options may be modified or discontinued by the Employer at any time. Participation in all medical, dental, vision and any other insurance benefits shall be subject to specific plan eligibility requirements.

### **12.2.1: Employee Coverage**

Beginning on January 1, 2022, eligible employees who elect coverage for themselves will be required to pay five percent (5%) each month toward the cost of employee coverage (plus any additional cost for elected enhanced insurance options).

### **12.2.2: Dependent Coverage**

Employees regularly scheduled to work at least thirty (30) hours per week who elect dependent coverage will be required to pay the percentage each month toward the cost of dependent coverage as set forth in the chart below (plus any additional cost for elected enhanced insurance options):

<b>Income</b>	<b>Employee Percentage</b>
Less than \$35,000	39%
\$35,000 - \$49,999	54%
\$50,000+	69%

### **Section 12.3: Disability Insurance**

The Employer will provide long-term disability insurance for members of the bargaining unit regularly scheduled to work thirty (30) or more hours per week. Employees will be eligible for this insurance coverage after one (1) year of continuous regular status employment. Participation in the long-term disability insurance benefit shall be subject to specific plan terms and eligibility requirements.

### **Section 12.4: Plan Changes**

One hundred and fifty (150) days prior to the Employer’s benefit plan contract renewals, the parties shall meet and discuss the status of the plans. If the Employer is considering base insurance plan modification, at any time after the initial meeting each year but in no event later than at least ninety (90) days before the plan renewal date, they shall propose changes to the union and begin negotiations in good faith. The Labor Management Committee shall consider wellness programs and health and welfare cost outcomes as a part of their regular agenda.

## **ARTICLE 13: 403(B) RETIREMENT PLAN**

### **Section 13.1: 403(b) Retirement Plan Contribution Rate**

The Employer shall provide a 403(b) Retirement Plan for bargaining unit employees. On behalf of each eligible participating employee the Employer shall contribute fifty cents (\$0.50) for each

one dollar of employee deferral up to a maximum Employer contribution of six percent (6%). Example: An employee deferral of twelve percent (12%) will result in an Employer match of 6%.

*Effective January 1, 2014*

Employee Contribution (no minimum)	0%	1%	2%	3%	4%	5%	6%
Employer Contribution (max 6%)	0%	.5%	1%	1.5%	2%	2.5%	3%
Total Contribution	0%	1.5%	3%	4.5%	6%	7.5%	9%
Employee Contribution (no minimum)	7%	8%	9%	10%	11%	12%	
Employer Contribution (max 6%)	3.5%	4%	4.5%	5%	5.5%	6%	
Total Contribution	10.5%	12%	13.5%	15%	16.5%	18%	

### **Section 13.2: 403(b) Retirement Plan Records**

The Employer agrees to provide employees on an annual basis with a complete record of the time and amount of the contributions made to the employee's 403(b) plan. The Employer agrees that such contributions will be made monthly.

### **Section 13.3: 403(b) Retirement Plan Benefits/Eligibility**

Retirement plan benefits and eligibility requirements for participation shall be defined by the Employer's plan.

## **ARTICLE 14: GRIEVANCE AND ARBITRATION**

### **Section 14.1: Grievance Procedure**

A grievance is defined as an alleged violation of the terms and conditions of this Agreement. If any such grievance arises, it must be submitted by the employee or Union to the following grievance procedure. Time limits set forth in the following steps may only be extended by mutual written consent of the parties hereto. Failure to file a grievance on a timely basis or to timely advance a grievance in accordance with the time limits set forth below shall constitute a withdrawal of the grievance with the matter being settled for all purposes based upon the Employer's last position. Failure of the Employer to comply with the time limits set forth below shall constitute an automatic advancement of the grievance to the next step. It is the desire of the parties to this Agreement that issues be adjusted informally with the employee's immediate supervisor wherever possible prior to the utilization of the grievance procedure.

#### **Step 1: Immediate Supervisor/Human Resources**

An employee should first discuss a problem with the employee's immediate supervisor as soon as possible to allow for informal adjustment of issues at the first level of supervision wherever possible. If the discussion does not resolve the issue and the employee believes a grievance exists, the grievance shall be presented by the employee to the employee's immediate supervisor

and/or Human Resources in writing within fourteen (14) calendar days from the date the employee knew or should have known of the circumstances constituting the grievance. The employee may be represented by the Union Advocate or representative. The immediate supervisor and/or the Human Resources Director and the involved employee(s) and the Union Advocate if requested by the employee(s), shall within fourteen (14) calendar days meet and confer as may be necessary and appropriate in a good faith effort on the part of all the parties to resolve the grievance. If a Union Advocate or designated representative is present, an additional management representative may be present at the meeting. The employee's immediate supervisor or the Human Resources Director will respond in writing to the grievance within fourteen (14) calendar days of the meeting.

### **Step 2: Administrator**

Should the procedures of the previous step fail to resolve the grievance, the grievance shall be presented in writing to the Administrator and/or designee, by the employee and Union Advocate and/or authorized representative, within fourteen (14) calendar days of receipt of the Supervisor's/Human Resources Director's written Step 1 response. The Administrator and a designated management representative and the employee, Union Advocate and/or authorized representative within fourteen (14) calendar days meet and confer and will make a good faith effort to resolve the dispute. The Administrator, or designee, will respond in writing to the grievance within fourteen (14) calendar days of the meeting with the employee and Union Advocate or authorized representative.

### **Step 3: Optional Mediation.**

Should the procedures of the previous steps fail to resolve the grievance, the Employer and the Union may mutually agree to submit the grievance to mediation. The Employer and the Union will use good faith efforts to mutually agree on a mediator within ten (10) days of the employee's receipt of the Employer's Step 2 written response, which may include a mediator mutually selected from a list of trained mediators provided by the Federal Mediation and Conciliation Service. Costs of mediation, if any, shall be borne equally by the parties. The mediation process may be terminated through written notice to the other party at any time.

### **Step 4: Arbitration**

If the grievance is not settled on the basis of the foregoing procedures, and if the employee (grievant) and the Union and the Employer have complied with the specific procedures and time limitations specified in Steps 1 and 2, the employee with the assistance of the Union may submit the issue in writing to final and binding arbitration within fourteen (14) calendar days following the employee's receipt of the Employer's Step 2 written response (or, if mutually agreed, following the end of a mediation process under Step 3). If the Employer and the Union fail to voluntarily agree on an arbitrator, a list of seven (7) Oregon and Washington arbitrators shall be requested from the Federal Mediation and Conciliation Service from which the parties shall select an arbitrator by the process of elimination, each in turn striking a name from the list until one name remains. The arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement, but shall be authorized only to interpret

existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute. The arbitrator's decision shall be final and binding on the parties. The party whose position is not upheld by the arbitrator shall bear the cost of the arbitration. If neither party prevails in the arbitration, the arbitrator shall allocate the cost of the hearing proportionately. Each party shall bear their own legal costs and fees and witness costs and fees.

## **ARTICLE 15: GENERAL PROVISIONS**

### **Section 15.1: Separability**

Should any of the terms or provisions herein be rendered or declared invalid or contrary to the understanding of the parties relative thereto by virtue of any existing or subsequently enacted legislation, or by any order or regulation of a governmental department, agency or decree of any Court of competent jurisdiction, the same shall not invalidate the remaining portions hereof; provided, however, that the parties in such event agree to meet and negotiate such parts or provision affected. The remaining parts and provisions shall remain in full force and effect.

### **Section 15.2: Past Practices**

Any and all agreements written and verbal, previously entered into by the parties hereto are mutually cancelled and superseded by this Agreement. Unless specifically provided herein to the contrary, past practices shall not be binding on the Employer.

## **ARTICLE 16: MANAGEMENT RIGHTS**

### **Section 16.1**

The Union recognizes that the Employer has the obligation of serving the residents of Horizon House with the highest quality of residential services and nursing care, efficiently, economically, and with care and compassion. Therefore, subject only to the express terms and conditions of this Agreement, the management of this residential facility and the direction of the work force, including the right to hire, classify, orient, train, assign, transfer, float, promote, suspend, discharge, to maintain discipline, order and efficiency of its employees, and the right to relieve employees from duty due to lack of work, low census conditions or for other reasons; the right to require reasonable overtime work of employees; the right to promulgate, revise and modify rules, regulations and personnel policies; the right to determine the nature and extent to which the facility shall be operated and to change such methods or procedure, including the use of new equipment or facilities; the right to establish and change job assignments, work schedules and standards of performance; the right to determine staffing requirements; the right to determine the starting time for each shift; and the right to extend, limit, curtail its operations, including the right to utilize the services of registry/agency personnel and outside contractors, is vested exclusively in the Employer. The Employer shall exercise these rights in a manner consistent with the express terms of this Agreement, which exercise of these rights shall not be arbitrary and capricious.



## **Section 16.2**

The Union recognizes that the above statement of management rights is for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to the management function. All matters not covered by this Agreement shall be administered by the Employer on a unilateral basis in accordance with such policies and procedures as from time to time shall determine.

## **ARTICLE 17: STRIKES OR LOCKOUTS**

The parties agree that during the life of this Agreement, there shall be no strikes, slowdowns or work stoppages (including sympathy strikes) caused or sanctioned by the Union and there shall be no lockouts entered upon by the Employer.

## **ARTICLE 18: LABOR MANAGEMENT COMMITTEE**

A Labor Management Committee (LMC) will be formed with equal numbers of Union and Employer appointed members. The purpose of the Committee is to foster ongoing communication during the term of the Agreement and to address issues of interest to the Union and the Employer. All employees shall be compensated at their regular rate of pay for time spent at Labor Management Committee meetings. Subjects to be discussed and meeting times shall be by mutual agreement.

## **ARTICLE 19: NO DISCRIMINATION**

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

**ARTICLE 20: DURATION**

This Agreement shall be in full force and effect from August 5, 2021 through May 31, 2024 and from year to year thereafter unless notice is given by either party to this Agreement not less than ninety (90) days prior to May 31, 2024 that changes are desired to any or all provisions of this Agreement.

**For SEIU 775:**

**For Horizon House:**

\_\_\_\_\_  
Sterling Harders  
President, SEIU 775

\_\_\_\_\_  
R. Michael Ostrem  
Chief Executive Officer, Horizon House

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## APPENDIX A - WAGE SCALES

### First full pay period after ratification through June 30, 2022:

Classification	Base	One	Two	Three	Four	Five	Six	Seven	Eight	Nine	Ten	Eleven	Twelve	Thirteen	Fourteen	Fifteen	Sixteen
Elder Care Assistant (NAC)	20.00	20.29	20.44	20.59	20.74	20.88	21.03	21.18	21.32	21.47	21.62	21.76	21.91	22.06	22.21	22.35	22.50
Environmental Services Tech/Housekeeper	17.25	17.49	17.60	17.72	17.84	17.96	18.07	18.19	18.31	18.43	18.54	18.66	18.78	18.90	19.01	19.13	19.25
Garage Attendant	17.05	17.19	17.26	17.33	17.40	17.47	17.54	17.61	17.69	17.76	17.83	17.90	17.97	18.04	18.11	18.18	18.25
Utility Engineer	17.05	17.19	17.26	17.33	17.40	17.47	17.54	17.61	17.69	17.76	17.83	17.90	17.97	18.04	18.11	18.18	18.25
Engineer II	19.11	19.70	19.99	20.28	20.57	20.86	21.15	21.44	21.73	22.03	22.32	22.61	22.90	23.19	23.48	23.77	24.07
Engineer I	24.41	25.16	25.53	25.91	26.28	26.65	27.03	27.40	27.77	28.15	28.52	28.90	29.27	29.64	30.02	30.39	30.76
Senior Engineer	24.70	25.46	25.84	26.23	26.61	26.99	27.38	27.76	28.14	28.53	28.91	29.29	29.68	30.06	30.44	30.83	31.21
Specialty Engineer	34.45	35.54	36.08	36.62	37.16	37.71	38.25	38.79	39.33	39.88	40.42	40.96	41.50	42.05	42.59	43.13	43.67

**On-Call Elder Care Assistant (NAC) wage: \$22.31**

**On-Call Environmental Services Tech/Housekeeper: \$19.16**

**On-Call Garage Attendant wage: \$17.91**

### First full pay period after July 1, 2022 through June 30, 2024:

Classification	Base	One	Two	Three	Four	Five	Six	Seven	Eight	Nine	Ten	Eleven	Twelve	Thirteen	Fourteen	Fifteen	Sixteen
Elder Care Assistant (NAC)	20.00	20.35	20.53	20.71	20.88	21.06	21.24	21.41	21.59	21.76	21.94	22.12	22.29	22.47	22.65	22.82	23.00
Environmental Services Tech/Housekeeper	18.25	18.49	18.60	18.72	18.84	18.96	19.07	19.19	19.31	19.43	19.54	19.66	19.78	19.90	20.01	20.13	20.25
Garage Attendant	17.05	17.25	17.35	17.45	17.55	17.65	17.75	17.85	17.95	18.05	18.15	18.25	18.35	18.45	18.55	18.65	18.75
Utility Engineer	17.05	17.25	17.35	17.45	17.55	17.65	17.75	17.85	17.95	18.05	18.15	18.25	18.35	18.45	18.55	18.65	18.75
Engineer II	19.16	19.74	20.04	20.33	20.62	20.91	21.20	21.50	21.79	22.08	22.37	22.67	22.96	23.25	23.54	23.83	24.13
Engineer I	24.47	25.22	25.60	25.97	26.35	26.72	27.09	27.47	27.84	28.22	28.59	28.97	29.34	29.72	30.09	30.47	30.84
Senior Engineer	24.76	25.53	25.91	26.29	26.68	27.06	27.45	27.83	28.22	28.60	28.98	29.37	29.75	30.14	30.52	30.91	31.29
Specialty Engineer	34.62	35.71	36.26	36.80	37.35	37.89	38.44	38.98	39.53	40.07	40.62	41.17	41.71	42.26	42.80	43.35	43.89

**On-Call Elder Care Assistant (NAC) wage: \$22.58**

**On-Call Environmental Services Tech/Housekeeper: \$20.21**

**On-Call Garage Attendant wage: \$18.80**

## **MEMORANDUM OF UNDERSTANDING ONE**

### **Memorandum of Understanding Between Horizon House and SEIU 775**

#### Retained Extended Sick Leave

Horizon House (Employer) and SEIU 775 (Union) agree as follows:

Upon ratification of the Parties' 2021-2024 collective bargaining agreement the Employer's extended sick leave program ended, with all accrual ceasing as of that date, and all accumulated ESL balances forfeited as of that date except as expressly provided for in this MOU.

Upon ratification of the Parties' 2021-2024 collective bargaining agreement, bargaining unit employees who have accumulated ESL balances of at least eight (8) hours will retain up to eighty (80) accumulated hours in a retained extended sick leave account for a transition period that extends until May 30, 2024. All other accumulated ESL balances and hours will be forfeited. Effective May 30, 2024 any unused retained extended sick leave hours will be forfeited.

During the transition period employees can use any retained extended sick leave hours as follows and in accordance with applicable Employer policy:

Employees must request scheduled use of retained ESL at least thirty (30) days in advance, or as soon as practicable if such notice is not possible.

Employees must give notice of an unforeseeable, unscheduled need for retained ESL to the employee's supervisor or designee at least three (3) hours in advance of the employee's scheduled shift if the employee is unable to report for duty as scheduled. Employees are expected to notify the Employer as set forth above each day of any unscheduled absence. Failure to comply with the above notification requirements may result in loss of retained ESL for that day.

If the reason for absence is for an employee's or eligible family member's illness or injury in excess of four (4) consecutive scheduled workdays, the employee shall be paid from any unused retained ESL bank beginning with the fifth (5th) day.

This Memorandum of Understanding is effective until the expiration of the parties' 2021-2024 collective bargaining agreement, when it will terminate without further action by either Party.

**For SEIU 775:**

**For Horizon House:**

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Sterling Harders  
President, SEIU 775

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R. Michael Ostrem  
Chief Executive Officer, Horizon House

Date: \_\_\_\_\_

Date: \_\_\_\_\_

