

# **Collective Bargaining Agreement**

between

**SEIU 775**

and

**NewGen Ballard**

**Effective December 27, 2021 to October 31, 2024**

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## **PREAMBLE**

The Union and the Employer recognize that it is in their mutual advantage and for the protection of the Employer's residents to have efficient and uninterrupted operation of the Employer's facility located at 820 NW 95th Street, Seattle, WA 98117-2207. The Union and the Employer agree with the objectives of achieving the highest level of employee performance and production possible, consistent with the safety and good health of the residents. Both the Union and the Employer will use best efforts to both achieve the foregoing objectives.

The Employer and the Union agree that all Facility employees, managers, and Union representatives will treat each other with dignity, respect and courtesy. The foregoing principles shall also apply in providing service to the Facility's' resident and visitors.

## **ARTICLE 1: RECOGNITION**

The Employer recognizes the Union as the exclusive collective-bargaining representative for all employees in the following listed classifications: Certified Nursing Assistants (CNAs), Nursing Assistants Registered (NARs), Smoking Aides, Supplies Clerks, and Activities Assistants.

All other employees and professionals, managers, guards, and supervisors as defined by the National Labor Relations Act, are excluded from the bargaining unit.

The parties note that the Employer does not employ any Cook, Kitchen Helper, Housekeeper, or Laundry Aide. 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.

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

The Employer and the Union agree to work together for the mutual benefit of the employees, the residents, the Employer and the Union. The Employer and the Union shall establish a labor-management cooperation committee (hereinafter referred to as "the LMC") with the following general purposes and objectives:

- a) To improve communication between representatives of labor and management;
- b) To provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organizational effectiveness;
- c) To assist workers and employers in resolving issues of mutual concern not susceptible to resolution within the collective bargaining process;
- d) To study and explore ways of eliminating potential problems that reduce competitiveness and inhibit economic development of the industry;
- e) To enhance the involvement of workers in making decisions that affect their working lives;
- f) To expand and improve working relationships between workers and managers;
- g) To obtain Federal and other assistance to the parties as warranted; and
- h) To operate the parties' programs in furtherance of the purposes set forth above.

The parties agree to meet and discuss issues of concern and importance to each consistent with the foregoing enumerated LMC purposes and objective. The LMC will consider matters affecting labor-management relations between the two parties and seek to recommend measures to improve such relations; provided, however, the LMC shall not engage in negotiations nor collective bargaining process, nor consider matters properly the subject of a grievance. The merits of individual disciplines will not be discussed at LMC meetings and instead shall be

referred to the grievance process.

Such LMC meetings will occur as requested by either party, with a goal to meet quarterly, and then scheduled by mutual agreement. The Party requesting the LMC meeting shall submit a written agenda at the time the request is made and the other Party may submit items for discussion that will be included in the final written agenda. At a minimum, the agenda will support strategic initiatives undertaken by any statewide labor management committee of Employer or Union that parties belong to.

Each party shall designate the number and names of its representative(s) to the LMC and the committee membership may vary from meeting-to-meeting based on the agenda items or for other reasons, however, the LMC committee will consist of no more than four (4) bargaining unit members and four (4) management representatives. Committee members will be paid if they are scheduled to work at the time of the LMC meeting and other Committee members may attend the LMC.

Decisions made at LMC meetings shall not be binding upon the Parties unless they are reduced to writing and signed by both Parties. The LMC committee shall not have the authority to alter the terms of this Agreement, nor have authority to bargain, nor reach agreement over any terms and conditions of employment. This Section shall not be subject to the grievance and arbitration provision of this Agreement.

### **ARTICLE 3: MANAGING THE CENTER**

Except as specifically modified, delegated, or granted in this Agreement, the Employer retains responsibility and authority that the Employer had prior to the signing of this Agreement, including the exclusive right to manage the operations of the Center and to direct the workforce. The parties agree that they discussed, to each party's satisfaction, the subjects in this Article during collective bargaining negotiations and that Union clearly and unmistakably expressly waived its right to bargain before Employer unilaterally changes the following enumerated subjects. During the term of the Agreement, except when such rights are specifically abridged or modified by this Agreement, Union hereby grants Employer the right and authority to make changes unilaterally (i.e. without giving Union notice and an opportunity

to bargain concerning the planned changes) among the following exclusive rights, but not limited to, the right:

1. To manage, direct and control its property and workforce;
2. To conduct its business and manage its business affairs;
3. To direct its employees;
4. To hire;
5. To assign work;
6. To transfer;
7. To promote;
8. To demote;
9. To layoff;
10. To recall;
11. To evaluate performance;
12. To determine qualifications;
13. To discipline;
14. To discharge;
15. To adopt and enforce reasonable rules and regulations;
16. To establish and to effectuate existing policies and procedures including but not limited to a drug/alcohol testing policy. The Employer shall meet and confer with the Union prior to implementing any new or modified policies;
17. To establish and enforce dress codes;
18. To set standards of performance;
19. To determine the number of employees, the duties to be performed, and the hours and locations of work, including overtime;



20. To determine, establish, promulgate, amend and enforce personal conduct rules, safety rules and work rules;
21. To determine if and when positions will be filled;
22. To establish or abolish positions;
23. To discontinue any function;
24. To create any new service or function;
25. To discontinue or reorganize or combine any department or branch of operations;
26. To evaluate or make changes in technology and equipment. In the event employees request clarification on the application of new technology or use of new or different equipment, the Employer will meet and discuss the issues with the affected employees;
27. To establish shift lengths;
28. To either temporarily or permanently close all or any portion of its facility and/or to relocate such facility or operation;
29. To determine and schedule when overtime shall be worked;
30. To determine the number of employees required to staff the facility, including increasing or decreasing that number;
31. To determine the appropriate staffing levels required at the facility; and,
32. To determine the appropriate mix of employees, by job title, to operate the facility.

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

The terms and conditions of employment set forth in the Employer's Employee Handbook and Employer's Human Resources Policies shall govern the employment of employees covered by this Agreement when such policies do not directly conflict with any express provision of this Agreement. It is understood that this Agreement's provisions shall govern in the event of any

conflict. If the Union believes that any such term, condition, policy or procedure conflicts with this Agreement and/or is unreasonable, it shall have the right to file a grievance either when the term, condition, policy or procedure is initially implemented, or alternatively, when any such term, condition, policy or procedure is applied to an employee resulting in discipline or termination. These Rules and Regulations are subject to change at the sole discretion of the Employer.

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

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

Not later than (for persons hired after this agreement becomes effective) thirty (30) days after their hire date or (for those employed at the effective date of this Agreement) the effective date of this Agreement, or the execution date of this Agreement, whichever is later, every worker subject to the terms of this Agreement shall, as a condition of employment, become and remain a member of the Union, paying the periodic dues uniformly required, or, in the alternative, shall, as a condition of employment, pay a fee in the amount equal to the periodic dues uniformly required as a condition of acquiring or retaining membership, or, if the worker objects to the payment of that agency fee, such worker shall, as a condition of employment, pay that portion of the agency fee that is related to the Union's representation costs.

The Employer shall include a union membership card in each employee's employment paperwork and shall after collecting said card retain a copy for itself and forward the original to the Union. Upon voluntary signed authorization by a worker and a statement from the Union of the dollar amounts due for each worker, the Employer agrees to deduct the Union dues, and remit it to the office of the Union not later than the 30th day of the month following the month in which the dues were deducted.

The Union shall indemnify and hold harmless the Employer with respect to any asserted claim or obligation or cost of defending against any such claim or obligation of any person arising out of the Employer's deducting and remitting of Union dues. Once every month, the Employer

shall inform the Union of new hires and terminated employees in the classifications listed herein in Article 1 Recognition.

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

The Employer shall supply to the Union a list of all employees covered by this Agreement on a monthly basis. The list shall include the name, address, phone number, cell phone number if available, email address if available, Social Security number, gender, date of birth, date of hire, rate of pay, job class, FTE status, hours worked, gross earnings in the pay period, earnings amounts by hourly wages, as well as the amount of dues, fees or COPE contributions deducted from each employee's pay. Additionally, the Employer shall also furnish the Union each month with a list of employees who have had a bargaining unit status change since the last report (i.e. on leave of absence, new hire, transfer into bargaining unit, terminated, or transfer out of the bargaining unit), inclusive of the employee's names, social security number, past status, new status and the effective dates of the actions. The Employer shall provide lists in any commonly available electronic format.

## **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 not be compensated by Employer, except for 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 the Employer judges to be reasonable. In no case will the Employer be required to pay for time spent adjusting grievances to the extent such time would result in overtime. Under no circumstances shall the Employer be required to pay more than one (1) advocate for attendance at a grievance meeting unless the second advocate is training the first advocate.

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

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

An advocate may not communicate with the Union office by telephone during working time without first obtaining the permission of his/her immediate supervisor or other representative of the Employer. Such permission shall not be unreasonably denied.

The Union office may communicate with an advocate during working hours by telephoning the steward's immediate supervisor or department manager. Such calls to an advocate shall be limited to two (2) calls- per day of ten (10) minutes in duration.

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

## **SECTION 5.2 ACCESS TO NEW EMPLOYEE ORIENTATIONS**

A worker representative will be allowed up to thirty (30) minutes after the Employer orientation to meet with the group of new bargaining unit workers who have completed the facility orientation provided by the Employer. The worker representative will obtain prior supervisory approval before he/she will be released to participate in this meeting.

As required in Article 4, the Employer shall furnish the Union each month with a list of employees who have had a bargaining unit status change since the last report, identifying such employees who are "new hires." The Employer and the Union will use best efforts to establish

and set a regular time and date once per month when the Union Representative and/or Worker Advocate will be allowed to meet for thirty (30) minutes with all bargaining unit employees hired since the previous meeting. All attendees will be paid for their time at the meeting, except those who have previously received the Union portion of the orientation at the Facility New Employee Orientation. If an employee is unable to attend this meeting the Union Representative or the Worker Advocate will be allowed to meet with them on or at the next regularly scheduled orientation.

### **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 written notice, an employee may inspect the records in his/her personnel file within five (5) days of his/her request. With the employee's written authorization, his/her advocate and/or a Union field representative may inspect the employee's official personnel file. Employees may place written explanations or opinions regarding material placed in his/her personnel file.

Except for notices of discharge, no information that does not bear the signature of the employee will be placed in the employee's personnel file. The employee shall be required to sign material to be placed in his/her official personnel file provided the following disclaimer is attached: "My signature indicates that the above issue(s) were discussed with me, but does not indicate that I am in agreement with the above statement."

If an employee is not available within five (5) working days or refuses to sign the material, the Employer may place the unsigned material in the file. The employee refusing to sign such material will not be subject to further disciplinary action.

### **SECTION 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 UNION ACCESS**

An official representative of the Union will be permitted to visit the premises of the Employer for the purpose of ascertaining that the provisions of this Agreement are being observed and/or conferring with workers covered by this Agreement during their non-work time and in break areas. Such visits shall not interfere with the operation of the nursing home or the performance of the workers' duties. The Union Representative shall inform the Center Executive Director ("CED") or Center Nursing Executive ("CNE") of his/her visits prior to entering the nursing home's premises.

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

#### **SECTION 5.5 BULLETIN BOARD**

The Employer shall allow the Union to provide a bulletin board no larger than three (3) feet by four (4) feet that shall be used for the purpose of posting proper Union notices. The Union agrees that the Employer shall be provided with a copy of all notices prior to posting. The Union further agrees not to post or distribute any material, which comments in any way upon Employer or non-bargaining unit employees or is false or derogatory of the Employer, its services or supervisors, or inconsistent with the spirit of mutual collaboration inherent in this Agreement.

#### **SECTION 5.6 ADVOCATE TRAINING**

The Union shall be allotted up to four (4) shifts of paid release time in each facility annually for Advocate Training. Sufficient advance notice shall be provided to the Employer to ensure adequate staffing levels on the date of the training.

### **ARTICLE 6: VACANCIES AND SHIFT ASSIGNMENTS**

#### **SECTION 6.1 VACANCIES**

A vacancy is defined to mean any permanent full-time or part-time job opening within the job classifications in this Agreement, which the Employer determines to fill. The Employer reserves

the exclusive right to determine if a vacancy exists.

### **SECTION 6.2 POSTING**

Openings shall be posted for five (5) days at the time clock and in the break room(s) before positions are filled. Employees may apply in accordance with Employer's policies.

### **SECTION 6.3 PROMOTION**

A promotion is defined to mean any permanent full-time or part-time job into a higher-level position within the job classifications in this Agreement. For the purposes of this section, a higher-level position shall be defined as a position with a greater minimum hourly wage rate than the employee's current position or with more regularly scheduled hours. In the event that a vacancy exists in a higher-level position, an Employee may apply for that position. In the event that multiple Employees apply for a position, the Employer, in its sole discretion, shall determine the best qualified Employee to fill that position. In the event that two equally qualified Employees apply for the position, the Employee with the greatest seniority shall receive the promotion.

## **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 covered by this Agreement on account of race, tribal ancestry, color, genetic identity, religion, creed, 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) 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.

### **SECTION 7.3 PRIVACY RIGHTS AND THE DEPARTMENT OF HOMELAND SECURITY (D.H.S.)**

The Union is obligated to represent all workers without discrimination based upon national or

ethnic origin. The Union is therefore obligated to protect workers against violations of their legal rights occurring in the workplace, including unreasonable search and seizure. The Employer is obligated to comply with all applicable federal, state and local regulations in addition to operating within all parameters and specific conditions set in their private compliance agreement with federal state and local regulatory officials.

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

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

To the extent permitted by law, the Employer may provide paid or unpaid leaves of absences for any worker who requests such leave in advance because of court or agency proceedings relating to immigration matters as outlined in its Employer Policies and consistent with all state and federal leave requirements. The decision of whether to grant the leave and the maximum duration of the leave shall be determined in the Employer's sole discretion.

To the extent permitted by law, workers shall not be discharged, disciplined, suffer loss of seniority or any other benefit or be otherwise adversely affected by a lawful change of name or social security number. Workers who have falsified any records concerning their identity and/or social security number will be terminated. Nothing in this section shall restrict the Employer's right to terminate a worker who falsifies other types of records or documents.

A worker may not be discharged or otherwise disciplined because:

1. The worker (hired on or before November 6, 1986) has been working under a name or



social security number other than their own;

2. The worker (hired on or before November 6, 1986) requests to amend his/her employment record to reflect his/her actual name or social security number;
3. The worker (hired on or before November 6, 1986) fails or refuses to provide to the Employer additional proof of his/her immigration status.

## **ARTICLE 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 may elect to extend this probationary period for up to an additional ninety (90) days. Such extension must be presented to the worker and the Union in writing, along with a written explanation of the reason(s) for the extension. The Employer shall not unreasonably or arbitrarily extend a probationary period beyond the initial ninety (90) days. Seniority shall not accrue to 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**

Employees are classified as full-time, part-time, or casual and designated as regular, temporary, or per diem.

### **FULL-TIME EMPLOYEE**

Regular – A full-time employee is regularly scheduled to work at least thirty (30) hours per week in a regular work assignment. Regular full-time employees are eligible for benefits as provided for in this Agreement. Employees who at hire are reasonably expected to work a regular schedule of an average of thirty (30) hours or more per week during their first twelve (12) months of employment shall be classified as regular full-time employees and shall be eligible

for regular full-time benefits under this Agreement no later than ninety (90) days from their date of hire.

Temporary – A full-time temporary employee is hired for a specified, limited period of time, not to exceed one hundred and eighty (180) days, and works at least thirty (30) regularly scheduled hours per week during the temporary assignment. Temporary full-time employees are not eligible for any benefits.

### **PART-TIME EMPLOYEE**

Regular – A part-time regular employee is regularly scheduled to work at least fifteen (15) hours per week in a regular work assignment, but less than thirty (30) hours. Regular part-time employees are not eligible to receive any employee benefit except as expressly described herein.

Temporary – A part-time temporary employee is hired for a specified, limited period of time, not to exceed one hundred and eighty (180) days, and works at least fifteen (15) hours per week in a regular work assignment, but less than thirty (30) hours. Temporary part-time employees are not eligible for any benefits.

### **CASUAL EMPLOYEE**

Regular – A casual regular employee is regularly scheduled to work less than fifteen (15) hours per week in a regular work assignment. Casual regular employees are not eligible for any benefits. Temporary – A casual temporary employee is hired for a specified, limited period of time, not to exceed one hundred and eighty (180) days, and works less than fifteen (15) regularly scheduled hours per week during the temporary assignment. Casual temporary employees are not eligible for any benefits.

Per diem – A casual per diem employee does not have a regular schedule or regular work assignment. Casual per diem employees are not eligible for any benefits.

Casual or part-time employees who are assigned and actually work a full-time schedule over a period exceeding one hundred eighty (180) days shall be classified as regular full-time employees and shall be eligible for regular full-time employee benefits under this Agreement.

In the event the employee is temporarily replacing an absent regular full-time employee, the Employer shall notify the temporary full-time employee of this temporary assignment prior to completion of the one hundred eighty (180) days of full-time work, or any extension thereof, provided for under this Agreement. Alternatively, if a regular full-time employee works less than thirty (30) hours per week for a period exceeding one hundred eight (180) days, such employee shall be classified according to the above categories of employees. An employee seeking to change classification shall provide Employer two (2) weeks' notice of such request. An employee shall only be eligible to change classification two (2) times in any calendar year. The twice-yearly allowance is intended to be used if the employee has a legitimate need to reclassify more than once in a year, however, it should not be used for the primary purpose of cashing out an employee's accrued leave.

#### **ARTICLE 10: DISCIPLINE, DISCHARGE OR SUSPENSION**

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. The discipline process will include the concept of progressive discipline (i.e. verbal reprimand, written reprimands, and discharge), provided, however, an employee may be subject to immediate dismissal or suspension based on an egregious offense. In addition, the Employer may skip steps in the progressive discipline process based upon the seriousness of the offense in accordance with the provisions of just cause. Grounds for discipline or discharge, including immediate discharge are set forth in the Employer's Employee Handbook. Offenses warranting immediate terminations shall include but not be limited to repeated action or inaction that is abuse or neglect. A government finding of abuse or neglect is not required for a conclusion that the Bargaining Unit Employee's action or inaction is defined as such. Information requested by the Union on behalf of an Employee grievance which involves direct patient information cannot be released without the express approval by the resident. 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.

With regard to progressive discipline for all matters other than mistreatment of a resident, in the event that the employee completes a 365 consecutive day period without other incidents, any disciplines of such employee within the period preceding the three-hundred and sixty-five (365) consecutive day period cannot be used for purposes of progressive discipline.

A Union Field Representative or advocate may meet and discuss any disciplinary action of a Union member with the Employer. The Employer retains the unilateral right to determine final resolution regardless of the meeting outcome. Arbitration shall apply only to discharge of an employee.

Employees shall be notified of their right to request union representation by the Employer at the beginning of any investigatory or disciplinary meeting. Employees will be provided with a copy of any written notice of discipline action.

#### **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 vacation.

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

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.
- 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.

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. The failure of the Employer to rehire said worker after the loss of seniority shall not be subject to the grievance and arbitration provisions of this Agreement.

## **ARTICLE 12: LAYOFF AND RECALL**

### **SECTION 12.1 LAYOFF**

In the event the Employer finds it necessary and desires to reduce its staff by laying off workers due to lack of work, it shall notify the Union as expeditiously as possible, using best efforts to allow at least two (2) weeks prior notice to the effective day of the layoff, of its intention, and shall inform the Union of the names of the workers who are to be, or who have been, 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 first.

### **SECTION 12.2 RECALL**

Whenever a vacancy occurs, workers who have been on layoff for the last twenty-four (24)

months 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.

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

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.

### **ARTICLE 13: LOW CENSUS**

Nothing in this Article shall limit the Employer's right to call off employees or send them home before the end of their shift.

In the event of a temporary decrease in occupancy and/or the level of care required by residents in the facility to the extent that there is insufficient work to require the normal staffing, the Employer shall have the option to assign low census days to Employees. Low census days shall be assigned pursuant to the following procedure:

1. Temporary employees
2. Per Diem employees
3. Regular Employees who are working on overtime or who will work into overtime during the shift
4. Volunteers who are working or scheduled to work

If the low census days are not covered by the above procedure, subject to patient care requirements, the Employer will assign low census days as follows:

Low census days will be assigned in the reverse order of seniority according to the classification affected. Assignments of low census shall be rotated among the staff in the affected classifications so that no employee in a classification shall be required to take a second low census day until all employees in the classification shall have taken a low census day. After all employees in a classification have taken a low census day then the rotation will begin again with the least senior employee.

Low census days will be shift specific.

Nothing herein shall limit the number of low census days an Employee may accept as a volunteer. Low census days shall be without compensation unless the individual elects to use vacation time. Reduction in Hours shall not be considered a Layoff as defined in this Agreement.

Any inadvertent violation of this Article shall not result in any economic compensation for any employee. The Employer shall have sole absolute discretion in determining what job classifications shall be reduced in hours.

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

### **SECTION 14.1 NORMAL WORK WEEK**

The normal workweek shall be no more than forty (40) hours per week. The Employer reserves the right to modify the workweek or workday for some or all workers at its sole discretion.

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

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 14.2 OVERTIME**

Overtime shall be paid at the rate of one and one-half (1½) times an employee's regular rate of pay for all hours worked after forty (40) hours per week. Unless there is an emergency, the Employer may not schedule mandatory overtime to meet the needs of the business. Mandatory overtime shall not become a normal staffing practice. No overtime shall be worked unless approved in advance.

### **SECTION 14.3 WORK SCHEDULES**

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

Employee work schedules shall be posted at least seven (7) days prior to the first workday on the schedule. Changes to the posted schedule may be made by the Employer to meet the needs of the business, including the right to send workers home after the start of their shift. If an employee is sent home by a supervisor due to lack of work after arriving to work a scheduled shift, such employee will be paid for actual time worked or two (2) hours at the employee's regular rate of pay, whichever is greater.

If a worker wishes to change a scheduled day with another worker, both must sign a written request, and it must be approved by their supervisor.

In the event that the Employer elects to change the method of scheduling currently in place in the Center, the Employer agrees to notify the Union at least thirty (30) days prior to the effective date of the change to discuss the change and potential other alternatives and further agrees to meet with the Union, upon request, to discuss the changes.

### **SECTION 14.4 AVAILABILITY OF EXTRA SHIFTS**

The Employer will make its best efforts to fill open shifts in a fair and reasonable manner. Claimed violations of this provision may not be grieved, but will instead be referred to the Labor Management Committee pursuant to Article 2.

### **SECTION 14.5 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 rest period during each four (4) hour half shift or major fraction thereof (no less than three hours).

### **SECTION 14.6 PAY PERIODS AND PAY DAYS**

Paychecks shall be distributed once every two weeks. Pay periods and paydays shall be as outlined in the Employer's Policies.

When a payday falls on a holiday, the paychecks will be distributed on the preceding day which is not a holiday.



Should an employee discover an error in their paycheck greater than \$50, the Employer shall correct the error as soon as possible but no later than three (3) business days after the error was presented. If the error is less than \$50, the error will be corrected on the next paycheck.

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

### **SECTION 15.1 GENERAL PROVISIONS**

No bargaining unit employees shall suffer a reduction in straight-time hourly rate of pay due to implementation of this Agreement. Employer may, at its sole discretion, implement, modify, or eliminate incentives to hire new employees, including recognizing a new hires' prior work experience in a bargaining unit classification through a Start Rate exceeding the below minimum straight-time hourly rates, encourage safe working practices, or for any other business reason.

If any regulation of the law mandates rates to be paid in excess of those specified in this Agreement, the Employer shall implement any required changes. Since the Facility is located in Seattle, the parties anticipate that the Employer shall be subject to Seattle's Minimum Wage increases that will increase each January 1st to reflect the rate of inflation (based on the Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers; CPI-W). The parties agree to discuss any such Seattle Minimum Wage increase that is announced by September 30th of each year and agree on the specific minimum wage for the union classifications, working at Employer, prior to the January 1st effective date of such increase.

The Union Member Starting rate(s) contained herein constitute minimum base hourly wage rate(s). The Employer retains its rights to enhance Union Member wages or wage structure at any time without the requirement to bargain with the Union. Whenever exercising such discretion, the Employer shall notify the Union in advance and will not exercise the discretion to enhance Union Member wages or wage structure in a discriminatory manner.

There shall be a wage reopener effective January 1, 2023 which will cover the time frame from that date until the end of this Agreement. Either party may request to initiate that reopener by written notice to the other no earlier than November 1, 2022.

Effective January 1, 2022, all CNAs shall be placed on the relevant hiring scale below based on their total years of verified CNA experience, or receive an increase of two percent (2%) - whichever is greater, and subject to the maximum pay rate below.

Employer-Verified Years of CNA Experience	Wage Effective 1/1/22
0-1 year	\$20.00
1-2 years	\$20.15
2-3 years	\$20.60
3-4 years	\$20.80
4+ years	\$21.00
Max Pay Rate	\$24.00

“Years of Experience” shall be defined as years of service with the Employer plus any applicable verified experience the employee was credited with upon their initial hire at the facility. It is understood that it is the employee’s responsibility to present verifiable proof of any prior relevant experience.

All CNAs above the max pay rate shall receive a five-hundred-dollar (\$500) bonus on January 1, 2022, so long as they have been with the facility at least one (1) full year.

Effective January 1, 2022, NARs and non-nursing employees shall receive either: a) the relevant pay rate described below, b) the relevant Seattle minimum wage figure, or c) an increase of 2%, whichever is greater.

Position	Wage Effective January 1, 2022
Activities Aides	\$17.49

Smoking Aides	\$17.49
Nursing Assistant Registered (NAR)	\$19.50
CAP Max Pay Rate	\$20.00

All non-nursing employees above the max pay rate above shall receive a three hundred fifty dollar (\$350) bonus on January 1, 2022, so long as they have worked at the facility more than one full year.

Other than the above, there shall be no other wage increases due under the CBA through the term of the Agreement.

### **SECTION 15.1 SHIFT DIFFERENTIALS**

In addition to the base rate of pay, the following amounts will be paid to CNAs working evening or night shifts:

- CNAs working the evening (2:30pm to 10:30pm) shift shall receive an additional \$0.50 per hour.
- CNA working the night (10:30pm to 6:30am) shift shall receive an additional \$0.50 per hour.

### **SECTION 15.2 INCENTIVES AND BONUSES**

The following Incentives and Bonuses shall be paid according to the Employer's policies on the same basis as similarly situated non-union employees at the Center.

PIB (Pay in Lieu of Benefits) – Regular full-time bargaining unit employees may participate in a "no benefit" program, called, "Modified Comp Program," as outlined and defined in the Employer's Modified Compensation Program. The Employer reserves the right to implement, modify or eliminate the Modified Comp Program.

### **SECTION 15.3 ADDRESSING COMMON CHALLENGES**

The Union and the Employer recognize that a set of political, economic, and labor-relations challenges can inhibit improvements in the quality of care that Washington citizens in nursing facilities receive, the Employers' economic ability to sustain responsible operations, and nursing

facility worker wages, benefits and quality of life. Public education and political advocacy is essential to maintaining and improving public investment in nursing facility care, especially in light of the successive unfunded rapidly escalating minimum wage increases that Seattle-based nursing home Employers are subject to starting January 1, 2016. Union and Employer recognize that they can resolve the foregoing challenges more effectively by working together rather than by working separately. Following ratification of this Agreement, Union and Employer shall use best efforts to increase the net level of Medicaid reimbursement to Employer's Center to fully fund the additional costs of enhanced minimum wage standards in all subsequent rate rebasing, either as part of the base rate or through an add-on payment, as necessary thereafter. The parties will use best efforts to collaborate as necessary to ensure that Washington's Medicaid rate-setting authority accurately quantifies the Centers' operational cost of implementing the Seattle minimum wage increases and provides for additional funding to pay for the resulting new financial obligations of Employer.

## **ARTICLE 16: PAID TIME OFF**

### **SECTION 16.1 ELIGIBILITY**

Eligible employees for vacation purposes are actively employed employees who are regularly scheduled to work twenty-eight (28) or more hours per week.

### **SECTION 16.2 ACCRUAL**

The rate at which vacation will accrue is based on the employee's length of service, as outlined in the following schedule. Upon reaching a service anniversary date that triggers a higher accrual rate, the higher accrual rate will apply to the entire pay period in which the anniversary occurs. Sick time accrual rates and table can be found under Sick Time Provisions section 16.4.

### **SECTION 16.3 GENERAL VACATION PROVISIONS**

Full-time employees who do not participate in the Pay in Lieu of Benefits Program will have vacation time available to them as set forth below. All other employees are not eligible for vacation benefits.

#### **SECTION 16.3.1 VACATION GUIDELINES**

Full-time employees will start to accrue vacation beginning with their 90th day of employment.

All hours worked and paid will be utilized for the purposes of measuring vacation accrual.

**SECTION 16.3.2 MAXIMUM VACATION ACCRUAL CAP**

Full-time employees will continue to accrue vacation time on the basis of hours worked and paid each pay period up to the Maximum Vacation Accrual Cap (as set forth below).

No additional vacation will accrue until vacation time is taken and the balance falls below the Maximum Accrual Cap.

Full-time employees hired on or before October 31, 2013, will accrue vacation hours as follows:

Length of Service	Vacation Accrual Rate Per Hour	Annual Maximum Vacation Accrual
3-12 months	0.0256	60 Hours
1-2 Years	0.0384	120 Hours
2-5 Years	0.0576	160 Hours
5+ Years	0.0769	200 Hours

Full-time employees hired on or after November 1, 2013, through December 31, 2021, will accrue vacation hours as follows:

Length of Service	Eligible Employees Rate	Eligible Employees Maximum	Annual Maximum Vacation Accrual
0 months – 4 Years (2-Week Rate)	0.038462	80 hours	100 hours
4-9 years (3-Week Rate)	0.057692	120 hours	140 hours

9+ years (4-Week Rate)	0.076923	160 hours	200 hours
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Full-time employees hired on or after January 1, 2022 will accrue vacation hours as follows:

Length of Service	Accrual Rate	Annual Accrual	Maximum Balance
90 days – end of year	.01923	40 hours/5 days	40 hours/5 days
After 1 year – end of year 4	.03846	80 hours/10 days	160 hours/20 days
Year 5+	.05769	120 hours/15 days	200 hours/25 days

**SECTION 16.3.3 CHANGE TO CASUAL (On-Call) STATUS:**

When an employee changes from exempt status or non-exempt status (whether full-time or part-time) to casual on-call status, the employee will forfeit their vacation balance effective the date of change in status.

**SECTION 16.3.4 CHANGE TO PIB STATUS:**

When an employee changes to PIB status during the annual Open Enrollment process, the employee will forfeit their vacation balance effective the date of change in status. On the effective date of the change in status to PIB, the employee will cease accruing vacation time due to the additional pay in lieu of vacation benefits in the PIB.

**SECTION 16.3.5 CHANGE FROM CASUAL OR PIB STATUS TO FULL OR PART-TIME:**

When an employee changes from casual on-call or PIB status to full or part-time, the employee will begin accruing vacation time based upon tenure at the time of the transition.

**SECTION 16.3.6 TERMINABLE BENEFITS**

Accrued unused vacation hours will not be paid at termination.

The Employer will make all reasonable efforts to provide adequate opportunity for employees

to take their vacation annually. The Employer reserves the right to approve/grant vacation time to meet the needs of the business. Previously approved vacation time may be cancelled during the resignation period, or at any time based on work needs, staffing requirements, or patient/resident needs.

#### **SECTION 16.3.7 VACATION AND MAXIMUM BALANCE CARRY-OVER PROVISIONS**

Unused vacation time will carry over from one anniversary year to the next, up to a maximum balance that does not exceed the annual accrual. When an employee's accrual reaches their maximum balance, no additional accrual will occur until vacation time is taken and the employee's balance is below the maximum level.

Carry-over balances cannot exceed annual accrual amounts. When employees reach their annual maximum accrual amounts, they will stop accruing vacation until such time as the employee's total accumulation of unused vacation is less than the maximum annual accrual amount.

#### **SECTION 16.3.8 LEAVE OF ABSENCE – VACATION**

Employees on FMLA, state-mandated, or worker's compensation leave, or other approved leave of absence will be required to use available vacation balance while on leave, unless otherwise prohibited by law.

Accrued sick time benefits must be used first if the leave is for the employee's own serious health condition or the serious health condition of a covered family member, unless prohibited by state law.

While on an FMLA, state-mandated, or worker's compensation leave, employees cannot use vacation hours while receiving Employer-sponsored short term disability benefits or to supplement workers' compensation benefits, unless state law requires otherwise. Employees that are enrolled in the short-term disability plan will not be forced to use vacation or sick time, but if they choose to be paid vacation or sick leave, they will not receive short-term disability benefits at the same time.

#### **SECTION 16.4 SICK TIME PROVISIONS**

Employees will receive the greater of:

16.4 A. Full-time employees will accrue sick time at the rate of 0.03333 sick time hours for each one hour for which the employee receives compensation, up to the annual maximum provided for by the Seattle Paid Sick Time and Paid Safe Time Ordinance. The maximum balance for accrued sick hours, as well as the maximum carryover, is seventy-two (72) hours. Once the maximum sick time accrual is reached, additional hours will not accrue until sick hours are used and the amount accrued falls below the maximum. At that time, sick hour accrual will resume up to the maximum at the regular accrual rate.

#### **SECTION 16.4.1 GENERAL SICK PROVISIONS**

The sick time plan is based on the anniversary year and is defined as each 12-month period starting with the date of hire.

Employees may use sick pay only for their own illness or the illness of a dependant, unless otherwise mandated by state or local law.

Employees on FMLA, state-mandated, or worker's compensation leave, or other approved leave of absence will be required to use available sick time balances unless otherwise prohibited by state law. However, employees must use any available sick time balance first if the leave is for the employee's own serious health condition, or the serious health condition of a covered family member, unless state law requires otherwise.

While on FMLA, state mandated, or worker's compensation leave, employees cannot use sick hours while receiving company-sponsored short-term disability benefits or to supplement workers' compensation benefits, unless state law requires otherwise. Employees that are enrolled in the short- term disability plan will not be forced to use vacation or sick time, but if they choose to be paid vacation or sick they will not receive short-term disability benefits at the same time.

Employees may receive sick pay on the first day of an illness; provided they have the hours accrued and notify their supervisor of the absence in advance of the scheduled shift.

Employees may use sick time in partial day increments, with a minimum of 4 hours. After the first 4 hours, additional sick time can be used in additional thirty-minute interval.



A sick day is based upon the employee's regularly scheduled workday up to a maximum of 12 hours. If an employee has missed more than three (3) consecutive days of work, that employee may be required to provide a physician's verification of illness as well as authorization to return to work.

There will be no payment of sick time in excess of the available sick time balance.

The Employer shall comply with all relevant provisions of the Seattle Paid Sick Time and Paid Safe Time Ordinance. To the extent that any provisions herein conflict with such Ordinance, the Ordinance shall apply.

#### **SECTION 16.4.2 CHANGE IN STATUS – SICK**

No sick hours will be paid out upon a status change.

#### **SECTION 16.4.3 SEPARATION OF EMPLOYMENT – SICK**

The Employer reserves the right to deny sick pay during a resignation period if it is deemed excessive. Employees will not receive accrued, unused and/or frozen sick time pay upon separation from employment for any reason.

#### **SECTION 16.5 HOLIDAYS**

Full-time employees, as defined in this Agreement in Article 9 – Classification of Employees, shall be eligible for holiday pay on the same basis as similarly situated non-union employees at the Center. The Employer may implement or modify its holiday pay policies. Prior to implementing any substantial and material change in its holiday pay policies, the Employer shall meet with the Union to bargain the changes, provided the Union requests such a meeting within thirty (30) calendar days of receiving notice of the changes. Notwithstanding the foregoing, the Employer agrees to maintain the following paid holidays:

New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas per calendar year.

Full-time employees who work on any of the observed holidays are to be paid holiday pay for each shift worked, plus regular hours worked (according to the Employee's work schedule) at the employee's respective base pay rate.

Full-time employees are eligible for holiday pay beginning with the entire pay period in which the 91<sup>st</sup> day of employment occurs. All holidays will be on the day as recognized nationally. An employee must work the scheduled shift prior to the holiday, if scheduled, and the first scheduled day following the holiday in order to qualify for holiday pay, unless the employee's unexcused absence is due to a verifiable illness. If a holiday falls during an employee's vacation, the employee shall receive an additional day of vacation pay.

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

Full-time Employees shall be eligible for the same health, dental, vision and disability insurance benefits on the same basis as similarly situated non-union employees at the Center. The Employer may implement, modify or eliminate health, dental, vision and/or disability benefits as outlined in Employer Policies. The Employer may select, change, eliminate or modify insurance carriers, benefit plans, benefit levels, employee co-pays and/or employee premiums. 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.

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

Employees shall be eligible to participate in the same 401(k) retirement plan on the same basis as similarly situated non-union employees at the Center. The Employer may implement, modify, or eliminate a defined benefit plan, a defined contribution plan, and/or a Retirement/401(k) Plan as outlined in the Employer Plan Documents. The Employer reserves the right to implement, modify or eliminate its Retirement/401(k) Plan and shall meet with the Union to discuss any substantial and material change provided the union requests such a meeting within thirty (30) calendar days of receiving notice of the changes.

### **ARTICLE 19: LEAVES OF ABSENCE**

Except as outlined below, the Employer may implement, modify, or eliminate unpaid leaves of absence as outlined in its Employer Policies and consistent with all state and federal leave requirements. The Employer reserves the right to modify its Leave of Absence policies. The Employer will inform the Union of any material and substantial changes in its Leave of Absence

policies prior to implementation. Upon request of the Union, made within thirty (30) days of notification, the Employer will meet and discuss any Leave of Absence policy change(s) prior to implementation. Such changes may also be discussed in Labor-Management Committee.

### **SECTION 19.1 GENERAL LEAVE PROVISIONS**

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 of time requested. Except as otherwise provided for in this Agreement, it shall be the Employer'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 Employer.

The main details of the Employer's leave policies are covered in the language of the section below, other details may be found in the Employer's policy manual and in relevant state and Federal laws.

#### **19.1.1 HEALTH AND DENTAL COVERAGE WHILE ON LEAVE**

An employee on an approved leave of absence will continue to receive health and dental coverage while they remain in a paid status. Upon expiration of any accrued time (e.g., vacation leave, sick leave), such employee must make arrangements with the Employer for self-payment of insurance coverage. While in an unpaid status for an approved leave of absence, a benefit-eligible employee may continue insurance coverage under current COBRA regulations.

### **SECTION 19.2 FAMILY MEDICAL LEAVE**

Family and/or medical leave of absence is defined as an approved absence available to employees for up to twelve (12) work weeks of leave after one (1) year of employment and when an employee has worked a minimum of 1250 hours in the prior twelve (12) months. Eligibility for Family Medical Leave shall be in compliance with applicable federal and state law.

An employee on Family Medical Leave not exceeding twelve (12) weeks from date of first absence from work shall be entitled to return to a like, similar position.

The FMLA provides up to twelve (12) weeks of unpaid, job-protected, leave in a twelve (12) month period to eligible employees for the following reasons:

- A. Inability to work due to pregnancy, prenatal medical care, or child birth;
- B. To care for the employee's child after birth, or placement for adoption or foster care;
- C. To care for the employee's spouse, child, or parent who has a serious health condition ;
- D. Inability to work due to the employee's own serious health condition; or
- E. To address certain qualifying exigencies related to an employee's spouse, son/daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation.

**SECTION 19.3 MILITARY CAREGIVER LEAVE:**

The FMLA provides up to twenty-six (26) weeks of unpaid, job-protected, leave in a 12 month period to care for a covered service member with a serious injury or illness. Covered service members include:

- A. Employee's spouse, parent, son/daughter at least 18 years of age, and a service member for whom employee is the nearest blood relative ("next of kin");
- B. Current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his/her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

Leave that qualifies both as leave to care for a covered service member and leave taken for the serious health condition of a family member shall be designated as Military Caregiver Leave.

For employees who qualify for the Military Caregiver Leave and FMLA leave for any other qualifying reason within the same 12-month period, an eligible employee's entire leave entitlement is limited to a combined total of 26 workweeks.

Use of FMLA leave cannot result in the loss of any employment benefit that an employee has accrued or earned prior to taking leave, nor may it be counted against an employee for purposes of discipline or discharge for violation of attendance policies. An employee's anniversary date will not be adjusted while on an approved leave.

### **SECTION 19.3.1 INTERMITTENT OR REDUCED SCHEDULE LEAVE**

In addition to the eligibility requirements listed above, an employee requesting FMLA leave on an intermittent or reduced schedule basis must show a medical necessity for leave that can best be accommodated on an intermittent or reduced schedule basis. The medical necessity is to be documented on the appropriate medical certification form.

### **SECTION 19.3.2 PAID TIME OFF BENEFITS AND LEAVE**

1. Employees are required to use accrued, unused, paid time off such as sick, vacation, or PTO/PDL time to cover some or all of the FMLA leave, except:
  - a. When an employee is receiving disability income from another source (e.g. workers' compensation, SDI, STD, etc.), use of sick/vacation/PTO/PDL is by mutual consent of employee and employer.
  - b. Sick leave may only be used for the serious health condition of the employee or employee's covered family member.
2. Employees may also integrate their paid time off with waiting periods under workers' compensation, SDI, and short-term disability (STD) benefits.
3. The employer is responsible for designating an employee's use of paid time off as FMLA leave based on information from the employee.
4. Paid time off benefits (vacation, sick, etc.) and other benefits do not accrue during a period of FMLA leave. Any benefits accrued prior to the commencement of such leave that are not used during the leave will be restored to the employee upon his or her return to work.
5. Employees on FMLA leave are not eligible for holiday pay. Upon return from FMLA, the employee will be reinstated to his or her former position or a position equivalent in pay, benefits, and other terms and conditions of employment (i.e., number of hours, shift, schedule, etc.).

### **SECTION 19.4 MILITARY LEAVE**

Military leaves of absence are granted in accordance with the federal Uniformed Services

Employment and Reemployment Rights Act (USERRA) of 1994, as amended, as well as applicable state laws.

Except as otherwise required by law, and subject to the terms, conditions and limitations of the applicable benefit plans, health insurance benefits will not be provided during military leave. An individual may elect to continue health plan coverage for up to 24 months after military leave begins or for the period of service, whichever is shorter. For military service of less than 31 days, the individual may only be required to pay the usual employee share of the premium. The employee may be required to pay up to 102 percent of the full premium if military service is longer than 31 days.

Employees with military service of more than 30 days may elect to discontinue health benefits for the term of their leave, if receiving health insurance through the military.

Employees returning from military leave will have their benefits restored according to the applicable plans in effect at that time.

Service members will accrue seniority and any rights or benefits based on seniority that they would have attained had they remained continuously employed. Military service also will be considered service with the employer for vesting and benefits accrual purposes.

Reservists will be permitted to make up retroactive 401(k) contributions upon their return if they want that period of time credited.

Returning employees should contact their department manager to request reinstatement.

Return to work reporting guidelines are as follows:

- a. Military service less than thirty-one (31) days must return to work the first day after the completion of service (following safe transport home plus eight-hour rest period).
- b. Military service more than thirty (30) days but less than one hundred and eighty-one (181) days, must submit for reemployment within 14 days after the completion of service. The employee cannot be terminated except for cause within the first six months of return.
- c. Military service more than one hundred and eighty-one (181) days must submit for

reemployment within 90 days after the completion of service. The employee cannot be terminated except for cause within the first twelve (12) months of return.

- d. Service members who are hospitalized or convalescing due to illness or injury incurred during service have up to two years to apply for reemployment.

It is the employee's responsibility to report to work at the end of an approved military leave; otherwise, the employee will be considered to have voluntarily terminated employment.

An employee required to attend military reserve or Guard training or who is called to active duty shall be granted a leave of absence with no loss of seniority or benefits. Such Military 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 19.5 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 this leave.

#### **SECTION 19.6 JURY DUTY LEAVE**

An employee who receives a summons for jury duty must notify his or her supervisor immediately. The employee will request, in writing, a jury duty leave of absence, by completing HR Form titled: "Jury Duty Leave of Absence". The written request will include a copy of the summons to serve or written confirmation from a clerk of the court proving that time was served on a jury. The maximum leave period is 14 days except where prohibited by state law. Employees will be allowed to utilize their vacation/PTO benefits for partial or full day absences due to jury duty, unless otherwise required by federal or state law.

The employee should report to work on those days or parts of days when excused from jury duty in time to perform his or her assigned duties. It is the employee's responsibility to report

for employment at the end of an approved jury duty leave.

Employee benefits in which the employee is enrolled will continue while he/she is on jury duty leave. The employee will be required to continue payment of any required contributions for employee benefits during the leave.

Employees on an approved jury duty leave will be reinstated without loss of seniority.

#### **SECTION 19.7 WITNESS DUTY LEAVE**

Employees required to serve as a witness for longer than five (5) days may request an unpaid leave of absence, up to a maximum period of 30 days. A copy of the subpoena must be provided to the department manager at the time the employee requests the time off for witness duty. Employees will be allowed to utilize their vacation/PTO benefits for partial or full day of absences to witness duty, unless state or federal law require otherwise.

#### **SECTION 19.8 BEREAVEMENT LEAVE**

When a death occurs in the family of a worker, he/she shall be entitled to Bereavement Leave, as outlined in the Employer's Policies.

The employee must successfully complete ninety (90) days of employment to be eligible for bereavement leave.

Up to three (3) normally scheduled days off with pay will be granted following the death of an immediate family member. The employee is paid at the employee's base rate (excluding shift differentials, bonus hours, and similar incentives).

If additional time off (unpaid) is needed for the death of an immediate family member (identified below), the employee may be eligible for a Personal Leave of Absence. Please refer to the policy titled "Personal Leave of Absence".

Unpaid time off may be granted to other ineligible employees following the death of an immediate family member.

In the event of the death of a resident, employees who have been direct caregivers may, in certain circumstances, be granted time off without pay to attend services or for bereavement. Any time off must be approved in advance by the employee's supervisor or the manager.



“Immediate family” is defined as an employee’s:

- Spouse
- domestic partner
- child
- daughter-in-law
- son-in-law
- stepchild
- grandchild
- foster-child
- grandparent
- grandparent-in-law
- parent
- step-parent
- parent-in-law
- brother
- step-brother
- brother-in-law
- sister
- step-sister
- sister-in-law

Employees will, when feasible, request bereavement leave in writing by completing HR form titled “Bereavement Leave of Absence Request”, and providing the request to the supervisor together with any requested supporting documentation. The department manager is

responsible for reviewing and approving bereavement leave requests. The bereavement leave request, together with all supporting documentation, should be filed in the employee's personnel file.

Bereavement will not be counted as productive time or hours worked for overtime purposes. The employee is paid his or her regular daily rate for each scheduled workday missed based on his/her regular hours worked (maximum of 12 hours/day not to exceed 24 hours in a three-day period) and will receive bereavement leave pay in his or her normal paycheck.

An employee who fails to return to work on the next regularly scheduled workday following his or her approved bereavement leave will be considered to have abandoned his or her job and voluntarily resigned his or her employment.

#### **SECTION 19.9 DOMESTIC VIOLENCE/SEXUAL ABUSE/STALKING LEAVE**

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

#### **SECTION 19.10 PERSONAL LEAVE OF ABSENCE**

Full-time employees who have completed at least six months of service and are ineligible for any other type of federal and/or state mandated leave (for example, FMLA, etc.) will be granted unpaid leaves of absence for personal or medical reasons, when circumstances and business needs permit.

The decision to grant a Personal Leave of Absence is at management's discretion depending upon the circumstances and the business needs at the time of the request.

Employees who are injured while on the job and are not able to perform the essential functions of their job, who do not qualify for FMLA, or other state leave programs should be put on a Personal Leave of Absence.

Personal Leaves of Absence are available only to employees who submit their request in writing. Failure to submit a timely request at least ten business days prior to the need for the leave may result in denial of the leave and termination of employment unless the need for

leave was unforeseeable as determined by local management.

Personal Leaves of Absence may be granted for a minimum period of two weeks up to a maximum of 30-days. Personal Leaves of Absence may be renewed for 30-day periods up to a total maximum leave of 60 days, at the discretion of the business location and unless otherwise required by federal, state and/or local law.

A Personal Leave of Absence for medical reasons will require medical certification from a physician or healthcare practitioner indicating that the leave is a medical necessity. Additional information may be required to document the need for leave.

The supervisor must approve the Request in writing before the leave may begin.

In accordance with federal, state and/or local law, employees on Personal Leave of Absence will not accrue PTO or vacation/holiday/sick time and will be considered to be on "inactive status." Employees are not eligible for holiday pay while on leave.

An employee's accrued PTO/PDL or vacation must be used during a personal leave, unless prohibited by state law. Sick hours must be used during a leave involving the employee's own personal health condition, and during waiting periods for workers' comp, state disability, and short-term disability.

Subject to the terms, conditions and limitations of the applicable group health benefit plans, health insurance eligibility may continue during approved leave provided the employee pays any of the required contributions toward the coverage during the leave. In order to maintain benefits, the employee is responsible for paying the same portion of the premium during the leave as was customary before the leave began. The required contributions are the pay period deductions that were deducted from the employee's paycheck.

Group health benefits will be maintained for the duration of the employee's leave under the same conditions and at the level of coverage that would have been provided had the employee not taken leave. Group health benefits will continue for employees on an approved leave until the last day of the leave, not to exceed a 60- day period.

If an employee does not return to work and has not paid his or her regular group health and

welfare benefit contributions during the leave, his or her benefits will be terminated and a COBRA notice will be issued.

If the employee fails to return to work after his or her leave period has expired, the employer may recover from the employee the premiums paid by the employer to maintain coverage while the employee was on leave.

Unless required by federal, state or local law, the reinstatement after a Personal Leave of Absence or extension of the absence is not guaranteed. An employee returning to work should give at least one-week advance notice of the intent to return to work, when possible. When a personal leave ends, a reasonable effort will be made to return the employee to the same position, if available, or to a similar position for which the employee is qualified. Due to the possibility of changes in business needs, the same position is not guaranteed to an employee returning from a personal leave. If such a position does not exist upon the employee's return, his/her employment will be terminated.

Upon return from a Personal Leave of Absence the employee will maintain his/her original date of hire for purposes of performance appraisals and merit increase eligibility.

## **ARTICLE 20: UNION LEAVE**

### **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. Seniority will not accrue during the leave of absence. 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 and position that he/she held at the time they went on Union leave with no loss in seniority and with any intervening increases in wages or benefits applied as if they had been working.

Workers must give the Employer at least ten (10) days written notice of their return to work.

### **SHORT UNION LEAVE (UNPAID)**

With thirty (30) days' notice to the Employer, employees who are attending the Union's annual convention, the convention of SEIU, or who are requesting other short-term leave for Union business shall be granted unpaid release time for the duration of the Convention or event. Such leave shall be granted on a first-come-first-serve basis. The Employer may limit the numbers of employees granted leave to no more than five (5), and no more than two (2) from nursing and no more than one (1) from any other department. 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.

### **SHORT UNION LEAVE (PAID)**

Provided the Employer is given fourteen (14) days' notice, the Employer shall grant up to two (2) paid shifts twice per contract year (up to four total shifts) 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, subject to patient care needs.

### **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.

### **ARTICLE 21: NO-STRIKE CLAUSE**

At no time shall there be a strike at the facility organized under this Agreement. During the term of this Agreement or any written extension hereof, the Union, on behalf of its officers, agents and members, agrees that it will not cause, sanction or take part in any strike (whether it be economic, unfair labor practice, sympathy or otherwise), slowdown, walkout, sit-down, picketing, any kind of hand billing other than hand bills distributed solely to bargaining unit

employees, stoppage of work, retarding of work or boycott, coordinating of sick-out, or any other activities which interfere, directly or indirectly, with the Employer's operations at this facility. The Employer agrees that there shall be no lockout at this facility during the life of this Agreement.

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

Should any strike (whether it be economic, unfair labor practice, sympathy or otherwise), slowdown, walkout, sit-down, picketing, stoppage of work, retarding of work or boycott, whether it be of a primary or secondary nature, and/or any other activity which interferes, directly or indirectly, with the Employer's operation and/or the operation of any facilities for which the Employer provides services, the Union, within twenty-four (24) hours of a request by the Employer, shall:

- A. Publicly disavow such action by the workers;
- B. Notify the workers of its disapproval of such action and instruct them to cease such action and return to work immediately; and
- C. Post notices on Union bulletin boards advising that it disapproves such action, and instructing workers to return to work immediately.

The Union's actions detailed above in sections A, B and C, and the performance thereof, shall relieve the Union of liability for any damages suffered by the Employer as a result of the violation of this Section of the collective bargaining agreement.

The term "strike" shall include a failure to report for work because of a primary or secondary picket line at the Employer's premises, whether established by this or any other union and any slowdown, sit down, walk out, sick out or any withholding of labor during working hours for any unexcused reason.

#### **NO STRIKE CLAUSE (UPON TERM EXPIRATION)**

Upon the termination of this Agreement, this Article 21 (No Strike Clause) shall remain in full force prohibiting workers from engaging in work stoppage over labor contract disputes. The No

Strike Clause shall survive the termination of this Agreement, and this language will automatically be included in all future contracts.

## **ARTICLE 22: GRIEVANCE PROCEDURE**

### **SECTION 22.1 GRIEVANCE PROCESS**

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. Under this procedure, both the Union and the Employer have an ability to present a grievance to the other, although the below procedure is written from the perspective of the Union submitting a grievance to the Employer. The settlement of a grievance by either party shall not constitute a precedent. An employee may be assisted or represented by a representative of the Union at any step in the grievance procedure.

**Grievance Time Limits:** Time limits set forth in the following may only be extended by mutual written agreement between the Employer and the Union. Grievances regarding employee compensation shall be deemed to have occurred at the time payment is made, or at the time when the payment was due but not made if that is the contention. Grievances over an employee's eligibility for a benefit shall be deemed to have occurred at the time when such employee benefit eligibility decision was made by the Employer. Failure of the Employer to comply with the time limits set forth in the grievance procedure shall allow the employee or Union to advance the grievance to the next step of the grievance procedure within the time frames specified herein. Time limits are important. Failure of an employee or the Union to file a grievance or a written grievance as defined in this Section, in a timely basis, or to timely, advance such a grievance, in accordance with the time limits set forth in the grievance procedure, will constitute a formal withdrawal of the grievance by the employee and the Union. Any written grievance must be filed within fifteen (15) days of the event giving rise to the concern, or the date the event became known or should have become known. Any grievance regarding an employee's termination must be filed as a Step II written grievance within seven (7) calendar days of the employee's effective date of discharge.

All grievances must be presented in writing at every step. Email communication shall be deemed to satisfy requirements that items be "in writing." Email communications shall be deemed "submitted" or "delivered" as of the date-stamp on the recipient's email. Parties are responsible for verification of the accuracy of email addresses when using email for communications required to be in writing.

The written grievance shall be signed and dated by the employee involved, or by one of the employees involved if the grievance contains more than one (1) employee, and shall contain all of the following pertinent information: (1) the specific Article or Section(s) of this Agreement alleged to have been violated; (2) a brief factual description of how the specific language of the identified Article/Section(s) has been violated; (3) the date of each alleged violation of the identified Article/Section(s); and (4) the specific remedy requested for each alleged violation (i.e., if possible, describe how the grievant will be "made whole in every way"). Violations of other contract Article/Section(s) cannot be alleged after the written grievance has been submitted and accepted by the other party. Failure of an employee or the Union to present a written grievance as defined above, in a timely basis, or to, timely, advance such a grievance, in accordance with the time limits set forth in the grievance procedure, will constitute a formal withdrawal of the grievance by the employee and the Union and bar all further action thereon.

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 either, within seven (7) calendar days regarding an employee's termination or within fifteen (15) calendar days for all other grievance subject matters, of the date the Union or employee became aware of the issue shall nullify the grievance.

## **SECTION 22.2 GRIEVANCE STEPS**

### **SECTION 22.2.1 STEP I:**

The complaint must be presented to the Department Head within fifteen (15) calendar days from the date of the event giving rise to the concern, or the date the event became known or should have been known. The Department Head 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.

**SECTION 22.2.2 STEP II:**

If the matter is not resolved at Step I, it shall be reduced to writing and presented to the Facility CED within seven (7) calendar days of the Step I response or from the time the Department Head should have responded in Step I. The Union Field Representative or advocate and the Facility CED shall arrange a mutually agreeable date to meet within seven (7) calendar days from the receipt of such grievance for the purpose of attempting to settle the matter. The facility CED shall respond to the written grievance in writing within ten (10) calendar days of the Step II meeting. The Step II response will settle the matter unless appealed to Step III.

**SECTION 22.2.3 STEP III:**

If the parties are unable to resolve the dispute at Step II, the matter shall be presented to the Employer's designee. The Employer's designee will respond in writing within ten (10) calendar days of receipt of the grievance or a meeting, whichever comes later.

The decision of Employer's designee will be final except for issues involving employee terminations or interpretation or application of any economic provisions of this Agreement.

**SECTION 22.2.4 OPTIONAL MEDIATION REQUESTED BY A PARTY:**

If the matter is not resolved at Step III and involves employee termination or interpretation or application of any economic provisions of this Agreement, either party may request, in writing, within ten (10) calendar days of the Step III response or lack of response, that the matter be referred to mediation. Upon mutual agreement the parties will engage in voluntary mediation. Yet, if the party receiving a valid mediation request does not agree to engage in voluntary mediation, the parties will proceed to Section 22.3 Arbitration. When both parties agree to engage in voluntary mediation, the requesting party shall request a panel from FMCS or other mediation group as agreed to by the parties. The mediator shall be selected by alternate striking from the list until one name remains. The mediator shall have no authority to bind

either party to an agreement.

### **SECTION 22.3 ARBITRATION PROCEDURE**

If a grievance is not settled under the foregoing grievance process above, the Union may refer it to arbitration within ten (10) calendar days of the Employer's decision, unless the parties mutually agreed to engage in Mediation and then the demand for arbitration may be served within ten (10) calendar days following the final date of mediation. No issues other than employee termination and interpretation or application of any economic provisions of this Agreement are arbitrable under this Agreement. The Union's request for arbitration must be made in writing, by the tenth 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 arbitrable. 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.

Once the grieving party properly refers the grievance to arbitration; the parties shall attempt to select an arbitrator. The parties shall select an arbitrator by the process of alternatively striking an odd number of names from a list of qualified arbitrators, including but not limited to a list provided by FMCS, until one name remains. The party to strike the first name shall be determined by a coin toss.

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

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.

In recognition of the special importance of resident care issues, allegations of resident care abuse by any employee of the facility shall be handled with special recognition of their seriousness and sensitivity. In cases involving resident care, the standard of whether the termination is appropriate shall be met if the Employer had a reasonable belief that the alleged actions or failure to act occurred. The Employer agrees to submit to the arbitrator the investigation that the State of Washington, Department of Health conducted on the incident in dispute. Upon review of that report the arbitrator shall give consideration in any findings he/she may render in the case.

If the Arbitrator determines in a resident abuse case that the Employer had a reasonable belief the alleged actions or failure to act occurred, the termination should not be overturned except in extraordinary circumstances. In reviewing whether the Employer's belief was reasonable, the Arbitrator's review may include (1) the appropriateness of the Employer's investigation; (2) the strength of the evidence supporting the allegation; (3) the employee's work history; (4) the resident's complaint history; (5) the resident's cognitive ability; (6) physical evidence, if any; and (7) other such factors traditionally reviewed in disciplinary cases.

The parties agree that the arbitrator shall accept a written statement signed by a resident, resident representative, or family member in lieu of sworn testimony and it shall carry the same force and effect as if the resident, resident representative, or family member appeared and provided live 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. The Employer agrees to utilize its best efforts to encourage the resident, resident representative, or family member to speak with the Union Representative or Steward in advance of any arbitration. The Union Representative or Steward shall treat the resident, resident representative, or family member with the utmost dignity and respect. A representative of the Employer shall be permitted to attend such meeting(s). The Employer shall make available to the Union the staff member(s) that took the statement from the resident, resident representative, or family member, so long as he or she is still employed.

In terminations stemming from suspected or actual resident abuse, both the Union and the Employer agree to stipulate to the following facts:

1. Both the Employer and the Union are committed to an environment where residents are free from any form of abuse.
2. Both the Employer and the Union agree that resident abuse is a violation of a resident's rights and Washington and federal law.
3. When a resident makes an allegation of abuse, assuming the resident does not suffer from severely impaired cognitive state such that his or her allegations should not be believed, the Employer is obligated and permitted to consider the resident's allegations as accurate.
4. Assuming the Employer establishes that the resident does not suffer from a severely impaired cognitive state, the employee shall have the burden to establish the resident was lying, mistaken or otherwise incorrect with respect to the allegations.
5. Reinstating an employee previously accused of resident abuse could expose the Employer to additional liability if the employee engages in that type of behavior in the future.
6. The parties agree to stipulate before the arbitrator that the facility is bound by the definition of abuse contained in the applicable state and federal regulations.
7. The Employer has a zero-tolerance policy regarding abuse and employees are aware of this fact.

8. All employees of the Employer are trained in recognizing and reporting elder and dependent abuse and are mandated by law to report the same even if they doubt the veracity of the allegations.
9. An employee must abide with the Genesis Abuse Policy by reporting a known or suspected instance of abuse if he or she: (a) has observed or has knowledge of an incident that reasonably appears to be abuse; (b) has been told by an elder or dependent adult that he or she has experienced behavior constituting abuse; or (c) reasonably suspects that abuse has occurred.

In the event, any licensing agency or regulatory agency finds that resident abuse occurred, the employee shall be subject to immediate termination without recourse to the grievance or arbitration provisions of this Agreement.

#### **SECTION 22.4 ELECTRONIC COMMUNICATION**

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

#### **ARTICLE 23: SEPARABILITY**

If any provision of this Agreement, or the application of such provision to any person or circumstances, be ruled contrary to law by a Federal or State Court or duly authorized Agency, the remainder of this Agreement and application of such provision to persons or circumstances shall remain in full force. The parties shall meet and attempt to negotiate substitute for any provisions ruled unlawful.

#### **ARTICLE 24: NOTICE OF SALE**

In the event the Center is to be sold, assigned, leased or transferred, the Employer will notify the Union as soon as possible of the name and address of the new owners, assignee, lessee or transferee, and meet with the Union to negotiate over the effects of the transaction on bargaining unit workers. In the event that the Center is to be sold, the Employer shall require as a condition of such sale that the purchaser recognize the Union as the exclusive collective bargaining agent for currently-represented employees at the Center. Upon satisfying the

foregoing obligation of this Article in any Employers Transfer Agreement that constitutes a “sale” of the Center, if any, the Employer will have fulfilled its obligations hereunder and will have no further responsibility or liability to the Union with respect to the performance by any such purchaser of the obligations contemplated hereunder.

## **ARTICLE 25: SUBCONTRACTING**

It is agreed that the use of registry personnel, as a supplement to the workforce or use of employees of another Genesis HealthCare facility does not constitute subcontracting out. The Employer will make its best effort to use regular employees first, before the use of Registry.

In the event the Employer subcontracts bargaining unit work, the Employer shall require the subcontractor to recognize the employees as represented by the Union and shall be obligated to continue the terms and conditions of the collective bargaining agreement for a period of one hundred and twenty (120) days, in which time the subcontractor has the option to notify the Union it wishes to negotiate the terms and conditions of employment during that period. If the subcontractor does not exercise that option, then the collective bargaining agreement shall remain intact through its full term.

- a) The subcontractor that employs the Cook, Kitchen Helper, Housekeeper, or Laundry Aide will engage in collective bargaining with Union to determine the wages that such employees will receive during the Contract term.
- b) Nothing in this Article shall require the subcontractor to offer the same medical or dental insurance plans, or the same retirement plan, if any, that is offered by the Employer. The subcontractor may implement its own medical and dental plans, retirement plan, if any, and may also implement its own time off plan.
- c) With regard to the medical insurance benefits, dental insurance, or retirement plan, the subcontractor shall offer a plan that is substantially similar on the whole to the Employer’s last applicable plan, if any.
- d) Nothing in this provision shall require the subcontractor to continue in effect the contractual vacation and sick leave provisions provided that the subcontractor offers a

comparable amount of time off as the total time off amounts for vacation and sick leave contained in this contract. With regard to any sick time accrued with Employer per Article 16, Vacation, Holiday, Sick, Personal Days, the Employer will address disposition of such Union member sick time with the subcontractor through a mutually binding legal agreement intended to keep each respective members' sick time accrual whole (e.g. Employer cashes out accrued sick time, subcontractor carries over such accrued sick time for subsequent use, etc.) following the subcontracting out of the bargaining unit work.

This provision shall be applicable to any subcontractor in existence at the Center as of the date this Agreement is signed. Upon satisfying the preceding requirements of this Article that is consistent with the Employer subcontracting bargaining unit work to another employer, the Employer will have fulfilled its obligations hereunder and will have no further responsibility nor liability to the Union concerning the performance by any such subcontractor of the obligations contemplated hereunder.

#### **ARTICLE 26: OTHER AGREEMENTS AND WAIVER, STANDARDS PRESERVED, COMPLETE AGREEMENT CONCERNING WAGES AND BENEFITS, PREMIUM CONDITIONS**

All individual agreements, both oral and written, which may exist between the Employer and any employee in the bargaining unit, shall terminate upon the execution of this Agreement.

This Agreement constitutes the sole and entire Agreement between the parties and supersedes all prior agreements, oral and written, and expresses all the obligations of, or restrictions imposed on, the respective parties during its term. This Agreement can be changed only by a written Amendment executed by the parties herein. The waiver, in any particular instance, or any term or condition of this Agreement or any breach thereof shall not constitute a waiver of such term or condition or any breach thereof in any other instance.

No employee shall suffer any reduction in his/her hourly rate, total amount of paid time off, nor health insurance benefits, as a result of coverage under this Agreement unless such reduction is expressly addressed by this Agreement or by a written Amendment executed by the parties herein. In the event that an applicable minimum wage rate increases, any employee being paid

the minimum wage shall have their compensation increased accordingly. Individuals compensated in excess of the minimum wage will receive no additional adjustment to their compensation solely as a result of such minimum wage rate increase(s). The parties agree to re-open this Agreement in the event of a minimum wage increase in order to bargaining adjustments the remainder of the scale.

The parties agree that this Agreement is the sole agreement concerning wages and benefits of covered employees. The existence, or later provision, of benefits not referenced in this Agreement does not create any vested rights or enforceable past practice. The Employer may provide or rescind any compensation or benefits policies, or practices not expressly referenced in this Agreement at any time.

It is understood that the provisions of this Agreement relating to wages, hours and conditions of work are intended to establish minimum terms for the employment of employees' subject to this Agreement. The Employer is free to establish terms above the minimums contained in the Agreement, at the Employer's sole discretion, and the Employer agrees that if it pays an employee a wage rate in excess of the rates contained in this Agreement, the Employer will not subsequently reduce that employee's wage rate. The Employer will not exercise the foregoing discretion in a discriminatory manner.

## **ARTICLE 27: TERM OF AGREEMENT**

This Agreement shall remain in effect from ratification through midnight (PST) of October 31, 2024.

In witness whereof, the parties have caused this Agreement to be signed by their authorized representatives as of as of December 27, 2021.



