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ARTICLE 1: RECOGNITION

This Agreement is between North Central Care Center and Rehabilitation, INC, (hereafter referred to as the “Employer”) and SEIU 775 (hereafter referred to as the “Union”).

The Employer recognizes the Union as the exclusive collective bargaining representative for all full-time, regular part-time, and on-call service and maintenance employees, including certified nurse assistants, nurse assistants registered, hospitality aides, activity aides or activity assistants, restorative aides, dietary aides, dishwashers, cooks, prep cooks, housekeepers, laundry aides and transportation aides employed at the following location:

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

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

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

ARTICLE 2: LABOR MANAGEMENT COMMITTEES

SECTION 2.1: STATEWIDE LABOR MANAGEMENT COMMITTEE

The Parties will establish a Statewide Labor Management Committee (“SLMC”) within sixty (60) days of this Agreement’s effective date.

The Employer, its employees, and the Union understand and agree that each aspires to provide high-quality healthcare while fostering employee health and safety. The Employer and employees must be committed to serving the facility’s residents by delivering the highest quality of care possible. The Parties agree and understand that high-quality resident care can be achieved if they discuss and address patient care, safety, and workplace issues.

The purpose of the SLMC is to evaluate the quality of services provided to residents, the health and safety of employees, the working environment to retain staff by reducing turnover, staffing, and workload issues, and make recommendations for such topics.

The Parties will primarily task the SLMC with the following: Scheduling quarterly statewide meetings to improve communication; Monitoring the proper application of facility policies, facility procedures; and this Agreement; Problem-solving strategies to improve resident care and employee health and safety; and addressing public policy concerns that affect nursing home operations.

The Employer or the Union may schedule the SLMC. The Employer will pay the employees for participating in the meeting, but no more than two (2) hours quarterly.

The SLMC will have an equal number of supervisors and bargaining-unit employees. SLMC meeting discussion topics will include but are not limited to the following criteria and ideas identified by union members as critical to addressing the facility’s performance regarding employee health and safety, staffing, turnover, retention, and resident care:

- Turnover.
- Attendance.
- Scheduling.
- Staffing ratios for CNAs, housekeeping, CMAs, and other represented positions.

- Acuity-based staffing.
- Process improvement and technology.
- Policies and procedures affecting the job duties performed by this Agreement's job classifications.
- Opportunity for the Parties to cooperate to improve the Company's CMS "5 Star" Quality Rating.
- Opportunity for the Parties to cooperate to improve the Company's ability to be the provider of choice in each community.
- Opportunities for employees to promote high-quality customer service while working for the Company.

The SLMC shall not engage in negotiations, nor shall the SLMC consider matters properly the subject of a grievance. The merits of individual disciplines will not be discussed at SLMC meetings but shall instead be referred to the grievance process.

If the SLMC cannot resolve an issue, the parties may agree to move to Mediation of the grievance and arbitration procedure. Mediation will be the final step.

SECTION 2.2: FACILITY LABOR MANAGEMENT COMMITTEE

The Employer recognizes the value of communication and input from its employees. Therefore, to nurture and encourage this communication, a Facility-specific Labor-Management Committee ("FLMC") shall be formed to discuss issues of concern and importance. Each Party may submit items for discussion at a FLMC. The Employer and the Union shall designate their FLMC members, and the FLMC membership may vary from meeting to meeting based on the agenda items or other reasons. The FLMC will have an equal number of supervisors and bargaining-unit employees or Union representatives. This committee will be composed of three (3) members chosen by the Union, of which at least one member shall be a bargaining unit employee and three (3) members of management. A Union Representative may join the Joint Labor Management Committee

as needed. The committee will meet quarterly, or as often as needed. Additional bargaining-unit employees may voluntarily attend on unpaid time.

Purpose: The FLMC aims to constructively identify, discuss, and address matters affecting the quality of resident care and employee health and safety. The FLMC shall monitor the quality of resident services and employee health and safety. It will make recommendations to improve such services in staffing and workload issues, resident care indices (e.g., falls, bedsores, wound care), and other matters directly bearing on the quality of care received by the residents and the health and safety of employees. The Parties intend that the FLMC has been established to receive the employees' input only and is not intended to mean or imply that these employees have any management rights about patient care issues. The Employer maintains complete control in this regard. The Employer shall implement those FLMC recommendations that are unanimously agreed upon by the FLMC members when any such advice is consistent with the terms of this Agreement and the Employer's policies.

Meeting: The FLMC shall meet quarterly, or more frequently as desired by the Parties, on a date mutually agreed to by the Facility's Administrator and the designated Union representative unless mutually agreed otherwise. The FLMC can meet regardless of whether a Union representative is present. However, the Parties strongly encourage a Union Advocate to attend each FLMC Meeting. No less than five (5) calendar days before the scheduled meeting, the Employer and the Union representative shall provide each other with their proposed agenda items to be discussed at the meeting. Meetings shall be held at the facility or virtually if meeting in person is not possible due to health and safety concerns and scheduled to last one (1) hour. The FLMC will not meet for longer than two (2) hours unless the parties mutually extend the meeting. Employee committee members shall be paid for attendance at their straight-time hourly rate. Topics for discussion at the FLMC may include, but are not limited to:

- Resident care

- Health and safety
- Training needs
- Staffing levels, including recruitment and retention
- Staff recognition
- Staff morale
- Facility policies
- Scheduling
- The Facility's CMS "5 Star" Quality Rating and strategies to improve the rating
- The Facility's regulatory compliance results and strategies to improve such results
- The Facility's CMS Quality Measures trend for the past four quarters (e.g., ADL Decline, Long Stay, High-Risk Pressure Ulcer, Weight loss, Restraints, Injurious Falls, etc.)
- Opportunity for the Parties to cooperate to improve the quality of resident care for patients being discharged from an acute hospital and joint outreach to local acute hospitals to educate and inform them of how this nursing home can become their provider of choice
- Opportunities for employees to promote high-quality customer service while working in the facility.

SECTION 2.3: NO AUTHORITY TO CHANGE CBA

The SLMC and the FLMC will not have any authority to bargain, modify, or reach an agreement over any terms or conditions of employment. The SLMCE and the FLMC will not be able to change any term of this Agreement. Yet, the SLMC may recommend that the Parties mutually amend this Agreement as unanimously agreed by each SLMC member and as allowed by this CBA. It is understood and agreed that the SLMC and FLMC deliberations and discussions shall remain confidential among the parties. Nothing said during or as part of the FLMC related to patient care shall be disclosed to any outside party. The parties agree to comply with HIPAA as amended. Under no circumstances shall the SLMC or FLMC members be required to testify concerning the operation of the SLMC or FLMC, topics discussed, positions advocated, or recommendations made.

SECTION 2.4: ENFORCEMENT

This Article shall not be subject to the grievance and arbitration procedure of the Agreement except that either party may grieve or arbitrate any failure by the other party to fulfill any procedural obligation that arises under this Article.

ARTICLE 3: UNION MEMBERSHIP AND VOLUNTARY ASSIGNMENT OF WAGES

SECTION 3.1: MEMBERSHIP

All employees covered by the terms of this Agreement who are members of the Union upon ratification of this Agreement shall as a condition of employment maintain their membership in good standing in the Union. "In good standing," for the purposes of this Agreement is defined as the tendering of periodic Union dues. All bargaining unit employees hired after the date of ratification of this Agreement shall, as a condition of employment, not later than the 31st day following the commencement of his/her employment, become and remain a member of the Union in good standing. Any employee who fails to satisfy this obligation shall be discharged by the Employer pursuant to the provisions of Section x.2. The Employer shall include a current Union Membership Card in each employee's employment paperwork. The card will be reserved for the Advocate, as available, to review the membership card with new employees during their orientation. After collecting said card from the new employee or Advocate, the Employer shall retain a copy for itself and send the original to the Union within seven (7) days of receipt.

SECTION 3.2: DISCHARGE FOR FAILURE TO MEET OBLIGATIONS

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

recourse for a violation of this Article by an employee is to request discharge of such employee as outlined in this Agreement.

SECTION 3.3: PAYROLL DEDUCTIONS

SECTION 3.3.1 DUES DEDUCTIONS

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

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

SECTION 3.3.2: COPE AND OTHER VOLUNTARY DEDUCTIONS

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

The Employer shall accept confirmations from the Union that the Union possesses electronic records of such membership and give full force and effect to such authorizations as "written authorization" for purposes of this Agreement. In addition to electronic

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

SECTION 3.4: BARGAINING UNIT INFORMATION

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

SECTION 3.4.1: DUES REPORT AND EMPLOYEE ROSTER

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

Employee number
First Name
Middle Name
Last Name
Social Security Number
Phone Number (all phone numbers shall conform to the ‘(xxx) xxx-xxxx’ format)
Mobile Number (all phone numbers shall conform to the ‘(xxx) xxx-xxxx’ format)
Address Type (Mailing, Physical)
Address 1
Address 2
City
State
Zip
Address Last Updated
Preferred Language
FTE status
Hire Date
Termination Date
Reason for termination

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

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

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

Employee number
 First Name

Middle Name
Last Name
Social Security Number

SECTION 3.4.2 DATA MAINTENANCE

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

SECTION 3.5: DATA SECURITY

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

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

ARTICLE 4: UNION ACCESS

SECTION 4.1: FACILITY ACCESS OF UNION REPRESENTATIVES

Official representatives of the Union will be permitted to visit the Employer's premises to conduct Union business and confer with workers covered by this Agreement during their nonwork time, in break areas, and other places open to the public. Such visits shall not interfere with the operation of the nursing home or the performance of the workers' duties.

The Union will use its best efforts to provide the Facility's Administrator or designee with twenty-four (24) hours' notice before visiting the premises. The Union Representative shall inform the Administrator or their designee of their visit when first entering the nursing home's premises. The Union will provide the Union representative's name to the Employer. The Administrator may deny facility access due to extraordinary circumstances such as a state survey or a contagious illness in the facility and will use its best efforts to inform the Union Representative. If the Union Representative's facility access is to file a member's grievance or investigate a potential grievance, the Representative may immediately access the Employer's premises. Upon entering the facility, the Union representative will notify the Administrator or designee.

ARTICLE 5: UNION RIGHTS, REPRESENTATIVES, AND ADVOCATES

In the interest of promoting a positive approach to labor-management relations and achieving joint public policy goals, the parties agree to the following:

SECTION 5.1: PROFESSIONAL COURTESY AND BEHAVIOR.

The Parties encourage everyone to perform efficiently, courteously, and dignifiedly when interacting with employees, facility residents, and visitors. The Parties agree that all facility employees, managers, and Union representatives will treat each other with dignity, respect, and courtesy. The preceding principles shall also apply in providing service to patients and visitors. During typical labor relations (e.g., disciplines, the grievance process, LMC meetings, etc.), neither the Union nor the Employer shall use hostile rhetoric

in written or verbal communication concerning the mission, motivation, leadership, character, integrity, or representatives of the other. Section 5.1 does not require the Union or the Employer to monitor others' social media.

SECTION 5.2: UNION INFORMATION.

The Employer will:

- 1) Furnish and install at least one (1) bulletin board in each employee break room or facility for posting union notices, with a copy being given to management at the time of the posting. This bulletin board shall be no smaller than three feet by four feet (3' x 4'). The Union and the Employer will confer upon the location of the bulletin board.
- 2) Allow the Union to furnish a binder to be kept in the break room to store membership forms, copies of the contract, Union contact information, and other union materials.
- 3) Additionally, as space permits, allow the Union to furnish a secure deposit box and a shelf installed by the Employer on the wall of the break room to keep internal Union information including, but not limited to, Union election nomination forms and ballots, grievance forms, membership surveys, etc.

SECTION 5.3: UNION ADVOCATES

The Union shall designate Union Advocates and notify the Employer in writing who the Advocates are and any new Advocates or any change in status of existing Advocates. The Union Advocates' performance of union work shall not interfere with the facility's operation nor the performance of employees' job duties. Union Advocates shall receive their base pay rate for time spent processing grievances and representing Bargaining Unit Employees in meetings with the Employer during Advocates' scheduled hours of employment. Union Advocates shall also receive their base rate of pay for time spent representing Bargaining Unit employees in all meetings where the Employer requested

that the Advocate process a grievance or represent a Bargaining Unit Employee outside of the Advocates' scheduled hours of employment. In no case shall the Employer be required to pay more than one (1) Advocate at a time for such work. A Union Advocate may receive phone calls from union representatives while on work time, in private if requested, not to exceed ten (10) minutes per shift. Such calls shall not interfere with resident care. If Bargaining Unit Employees request time off to attend Advocate training, the Employer will make every effort to approve such requests considering operational needs. Bargaining Unit Employees requesting time off to attend Advocate training will make every effort to comply with the Employer's policy for requesting time off.

SECTION 5.4: NEW UNION EMPLOYEE ORIENTATION ("NUEO")

Each month, in a mutually agreed upon process, the Employer will provide the Union Representative or Advocate with the name, start date, classification, shift, email address, and phone number of each employee hired into a bargaining unit job classification since the last such report. In addition, the Employer authorizes thirty (30) minutes of paid time for both an Advocate and the new employee(s) to engage in a New Union Employee Orientation ("NUEO"). The Employer and the Union will use their best efforts to establish a mutually agreed upon fixed NUEO location, date, and time. If the Union Representative or Advocate cannot attend a NUEO in person, the Employer will hand out NUEO documents made available by SEIU 775, including membership cards. The Union requires all employed Bargaining Unit members to attend a NUEO within their first month of hire. Union Representatives may make arrangements with management to conduct thirty (30) minutes of paid time union orientation for new hires on a mutually agreed upon regular schedule.

SECTION 5.5: UNION LEAVE FOR IN-PERSON PUBLIC ADVOCACY

The Employer will designate up to eight (8) paid shifts per calendar year to compensate an employee engaging in in-person public advocacy for quality long-term care on a scheduled workday, as approved by the statewide Labor-Management Coalition for Quality Care. The Union and the Employer may, upon mutual agreement, establish additional paid time off for an employee to participate in an approved in-person public advocacy event. Also, as patient

care demands allow, the Employer shall reasonably schedule off any employee requesting to participate in an advocacy day scheduled by SEIU 775. The Employer will not unreasonably deny such requests when an employee makes them before being expected to work on the requested public advocacy day.

SECTION 5.6: ALL STAFF MEETINGS

When the Employer holds its regularly scheduled All Staff Meetings at the facility, a Union Representative or Advocate shall be allowed to address the Bargaining Unit for up to ten (10) minutes when possible. The Employer may limit this time for extraordinary circumstances such as viral outbreaks or state inspections.

ARTICLE 6: JOB OPENINGS AND SHIFT ASSIGNMENTS

SECTION 6.1: VACANCIES

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

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

ARTICLE 7: NO DISCRIMINATION AND PROACTIVE LABOR RELATIONS

SECTION 7.1: GENERAL PROVISIONS

No worker covered by this Agreement shall be discriminated against because of

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

SECTION 7.2: PROACTIVE LABOR RELATIONS

Both parties recognize that it is to their mutual advantage and for the protection of the patients to have an efficient and uninterrupted operation of the facility. Accordingly, this Agreement establishes such harmonious and constructive relationships between the parties that such results will be possible.

On behalf of the bargaining unit employees, the Union agrees to cooperate with the Employer to attain and maintain full efficiency and optimal patient care.

The Employer and the Union agree that all facility employees, managers, and Union Representatives will treat each other with dignity, respect, and courtesy. The preceding principles shall also apply while providing service to patients and visitors.

Notwithstanding any other provision of this Agreement, the Union and the Employer shall designate a top-level representative to discuss complaints about alleged violations of this Agreement or the Alliance Agreement. If one Party believes that the other Party has violated these standards, the affected Party should contact the other Party's representative by phone or electronic mail. The Parties should have a direct conversation within forty-eight (48) hours to discuss the issue.

ARTICLE 8: PROBATIONARY PERIOD

All workers covered by this Agreement who are hired into a covered position on or after the effective date of this Agreement, whether or not previously employed by the Employer shall

be subject to a probationary period of ninety (90) days.

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

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

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

ARTICLE 9: CATEGORIES OF EMPLOYEES

A regular full-time employee is one who is regularly scheduled to work or normally works a minimum of thirty-two (32) or more hours a week. After completing the probationary period, regular full-time employees are eligible for benefits as specified in this contract or as otherwise specified in the Employer's Employee Handbook.

A regular part-time employee is one who is regularly scheduled to work or normally works less than thirty-two (32) hours per week. After completing the probationary period, regular part-time employees are eligible for PTO but are not eligible for Health Insurance as specified in this contract or as otherwise specified in the Employer's Employee Handbook.

A casual, PRN or per diem employee is one with no regular schedule, but who works intermittently, depending on the availability of work, at minimum two (2) shifts a month if called by Employer. Casual, PRN, temporary, or per diem employees are eligible for sick time benefits and other benefits as required by Washington State law.

A temporary employee is one who is hired as a replacement for a regular employee--All temporary employees must be informed of their temporary status in writing, including the expected duration of their term.

ARTICLE 10: EMPLOYEE RIGHTS AND JUST CAUSE CORRECTIVE ACTION

SECTION 10.1: DISCIPLINE AND CORRECTIVE ACTION

- A. The Employer shall have the right to discipline, suspend, or discharge any employee for just cause per the Employer's Policies. Following the Management Rights Article, the Employer shall publish an Employee Handbook and Human Resources Policy and Procedures. Probationary employees can be disciplined or discharged per federal, state, and local laws and shall not have recourse to the grievance and arbitration procedure set forth in this Agreement. All disciplinary documents will identify the specific Employer policy(s) supporting the Corrective Action.
- B. No "verbal counseling" discussion between an employee and a supervisor shall constitute discipline under this Section. Accordingly, no such verbal counseling shall be considered a matter subject to the grievance and arbitration procedures. In contrast, a "verbal warning" shall be accompanied by a written notification in the employee's personnel file. The verbal warning shall be considered part of the progressive disciplinary procedure.
- C. The Employer recognizes the concept of progressive discipline and will endeavor to utilize a progressive discipline response in cases of inadequate work performance or violation of Employers' workplace rules. However, the nature and severity of an offense will permit imposition of disciplinary action at any level of discipline up to and including discharge. In a conflict, this Agreement will precede the Employer's work rules. A Union Advocate, Representative, or another member may represent an employee in any meeting called by the Employer that could reasonably result in disciplinary action, provided their chosen representative is available.
- D. Whenever the Employer takes disciplinary actions against an employee, a copy of such actions will be given to the employee and the Union Advocate

per section 19.6 of this Article. The Employers' policy is that employees sign the disciplinary action copy, which shall constitute only an acknowledgment of receipt and not an admission of guilt. Failure to provide such copies shall not be subject to this Agreement's grievance and arbitration procedures.

- E. The Union, acting on behalf of any employee whom the Union believes to have been disciplined without just cause, shall have the right to appeal such discipline per the grievance and arbitration procedure.

SECTION 10.2: PROGRESSIVE DISCIPLINE

The Employer shall have the right to maintain discipline and efficiency of its operations, including the right to discharge, suspend or discipline an employee for just cause while applying progressive discipline. The Employer's Policies outline grounds for discipline or discharge, including immediate dismissal, provided such policies are not inconsistent with this Agreement. No question concerning the disciplining or discharging of probationary employees shall be the subject of the grievance or arbitration procedure.

SECTION 10.3: RIGHT TO UNION REPRESENTATION

Discipline shall be imposed only in the presence of a Union Advocate, except in those cases where the Advocate may not be readily available, the employee chooses not to have Union representation, or the infraction for which a suspension or termination is imposed constitutes a very "serious offense" warranting summary action (i.e., assault, attack or threat of physical violence on fellow employees or management representatives, etc.).

When a Union Advocate is absent in such instances, the Employer will administer discipline, not question the employee, and notify the Advocate as soon as possible of the action taken. The Employer will inform employees of the right to Union representation at the beginning of a disciplinary meeting or investigation. Employees may choose not to have representation.

SECTION 10.4: CORRECTIVE ACTION PROCESS

Suppose a supervisor has reason to issue Corrective Action to a Bargaining Unit Employee. In that case, the supervisor shall make a reasonable effort to promptly implement the

Corrective Action in private. All disciplinary action shall abide by the Grievance and Arbitration Procedure Article. All disciplinary action shall generally be taken within fourteen (14) calendar days of the event giving rise to the disciplinary action or the date the Employer completed an investigation that results in disciplinary action, whichever is later. All facility employees should treat each other with respect and dignity. Any communication between a supervisor and a union member may lead to Corrective Action. In that case, the supervisor will notify the member and allow a reasonable opportunity for a Union representative of the member's choice to join the subsequent discussion. During the discussion, the supervisor will inform the member why they are being investigated or issued Corrective Action while identifying the specific Employer policy(s) supporting the Corrective Action. The supervisor may also have a witness join the conversation. In a situation involving the suspension of a member, the supervisor will also explain why the suspension will occur before the completion of the Employer's due diligence regarding the determination of the Corrective Action. Suppose a supervisor suspends a member before completing an investigation that does not substantiate the initial allegation(s). In that case, the Employer will compensate the member for scheduled workdays missed due to the suspension, per the Employer's pay practices.

SECTION 10.5: DISCHARGE AND SUSPENSION NOTIFICATION

The Employer shall notify the Union in writing, via email correspondence, of any discharge or suspension within forty-eight (48) hours (excluding Saturdays, Sundays, and holidays) from the time of discharge or suspension.

SECTION 10.6: DISCIPLINARY RECORD

Copies of all discipline shall be given to the employee involved and the Union Advocate. Employees can attach their opinions to any disciplinary record in their file.

SECTION 10.7: PERSONNEL FILES

Personnel files are the Employer's property. A Bargaining Unit Employee shall be permitted to examine all materials in their personnel file within three (3) working days of making such a request. The records may be reviewed in the presence of an Employer

representative. The Bargaining Unit Employee may request in writing and receive a copy of the personnel files within five (5) working days upon written request. "Working days" shall mean non-weekend/holiday days.

SECTION 10.8: DISCIPLINARY MATERIALS AND EVALUATIONS

No Corrective Action, disciplinary material, or evaluations shall be placed in a Bargaining Unit Employee's personnel file unless the employee has had an opportunity to review, sign and receive a copy. Signing a Corrective Action form constitutes acknowledgment of the document but does not necessarily represent agreement with the Corrective Action. Refusal to sign a Corrective Action does not invalidate the Corrective Action. The Employer will use its best efforts to indicate on the Corrective Action form that the employee refused to sign before placing it in the file. An Employee has the right to attach a written statement to the Corrective Action expressing the employee's views. Such a statement will be included with the Corrective Action in the employee's personnel file.

Employee corrective or disciplinary action written communication ("Forms") shall not be removed from an Employee's personnel file. Yet, such Forms that are more than eighteen (18) months old will not be considered by the Employer when contemplating further disciplinary action or when evaluating the job performance of the Employee under the principles of just cause and progressive discipline unless such Forms relate to the Employee's previous discipline for abuse, violence, theft, harassment, or discrimination which shall remain in effect indefinitely.

SECTION 10.9: FORMS

Employee corrective or disciplinary action written communication ("Forms") shall not be removed from an Employee's personnel file. Yet, such Forms that are more than eighteen (18) months old will not be considered by the Employer when contemplating further disciplinary action or when evaluating the job performance of the Employee under the principles of just cause and progressive discipline unless such Forms relate to the Employee's previous discipline for abuse, violence, theft, harassment, or discrimination which shall remain in effect indefinitely.

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 their continuous employment with the Employer within the bargaining unit covered by this Agreement. Seniority shall accrue and not be lost during a worker's paid time off (PTO), union leave and during any paid leave of absence, or approved unpaid leave of absence not to exceed twelve (12) weeks or the time that Family Medical Leave or Washington Paid Family & Medical Leave is approved.

A worker shall not accrue seniority while on Layoff or on an unpaid leave of absence which exceeds twelve weeks.

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

- Voluntary quit;
- Discharge;
- Failure to report to work after a Layoff, within three (3) days after receipt of written notice of recall sent by the Employer to the worker at their last address of record on file with the Employer or ten (10) days after written notice of recall is sent to the address that was last provided by the worker;
- Layoff which either extends (a) in excess of twenty-four (24) consecutive months, or (b) for the period of the worker's length of service, whichever is less;
- Absence from work without notifying the Employer, unless reasonable notification could not be given for emergencies, determined on a case-by-case basis at the sole discretion of management and exercised in good faith;
- Unauthorized failure to report to work at the expiration of a leave of absence

pursuant to this Agreement;

- Taking employment elsewhere during the period of a contractual leave of absence without the express consent of the Employer unless on layoff.
- Accepting a position with the Employer in a non-bargaining unit category, such as a supervisory or managerial role.

A worker whose seniority is lost for any of the reasons outlined above shall be considered as a new employee if the Employer again employs them.

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

SECTION 12.1: WORK DAY AND WORK WEEK

The normal work day shall consist of up to 8 hours of work within a 24-hour period. The work week shall be Sunday at 12 AM through Saturday at 11:59 PM. The normal workweek shall be no more than forty (40) hours per week. Consistent with applicable law, the Employer may institute twelve (12) hour shifts with overtime after forty (40) hours per week. Changes in the scheduling or alternative shifts shall be bargained with the Union. Changes of schedules shall not result in the reduction of the current number of scheduled hours that an employee is working.

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

SECTION 12.2: OVERTIME

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

SECTION 12.3: MANDATED SHIFTS

When assigning mandated shifts, the Employer will rotate assignment of overtime based upon staff in the building at the time and in reverse order of seniority. The Employer shall exhaust all reasonable alternatives, and only as a last resort invoke mandatory overtime. The Employer shall endeavor to provide as much advance notice as possible. Mandated shifts shall not become a normal staffing practice. An employee shall notify the Employer if their mandated shift assignment creates an undue hardship, and in such case decline the shift in writing. Management may then move on to the next person in the rotation. Employees who agree to work any portion of a mandatory overtime shift will be credited and moved to the bottom of the seniority list for future mandatory overtime shifts.

SECTION 12.4: CHANGE IN SHIFT OR WORKDAYS

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

SECTION 12.5: 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 paid rest period during each four (4) hour half shift. During meal or rest periods, employees are to be relieved from all duties. If an employee works through all or part of their meal break, he or she will be paid for that time. A Bargaining Unit Employee must be pre-authorized before working the meal break and is required to note the work on the appropriate Employer documentation. Nothing within this agreement prevents an employee from taking intermittent breaks. These intermittent breaks must total at least fifteen (15) minutes over a four (4) hour period.

SECTION 12. 6: LACTATION BREAKS AND BREAST-FEEDING

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

SECTION 12. 7: PAY PERIODS AND PAY DAYS

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

ARTICLE 13: LAYOFF AND RECALL

SECTION 13.1: LAYOFF

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

SECTION 13.2: BUMPING

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

SECTION 13.3: RECALL

Whenever a vacancy occurs, workers who are on layoff shall be recalled with the last person laid off in that job classification being recalled first. Recall shall thereafter continue in reverse order of layoff. Nothing contained herein shall deprive the Employer of the right, at its discretion, to hire a temporary employee for the duration of a worker's contractual leave of absence or for the duration of a worker's absence as a result of

sickness, accident, or injury, vacation or any other absence. It shall be the responsibility of the worker to keep the Employer informed of their present address and telephone number and to notify the Employer, in writing of any such changes within five (5) business days of the date of any change.

In the event a worker covered by this Agreement is offered and accepts a position outside the Bargaining Unit, such worker shall lose all of their seniority rights under this Agreement.

ARTICLE 14: GRIEVANCE AND ARBITRATION PROCEDURE

SECTION 14.1: INTENT

The parties desire to resolve issues and conflicts informally and at the lowest level whenever possible. Employees have a right to Union Representation for any dispute arising from this Agreement's application. The employee is responsible for obtaining a Union representation to attend any investigatory, disciplinary, or grievance meetings. To the extent possible in a timely manner, the Employer shall honor the employee's choice of representative unless such representative is involved in the dispute.

SECTION 14.2: GRIEVANCE DEFINED

A grievance shall be defined as a claimed violation of a specific provision or provisions of this Agreement that is not expressly excluded from the grievance and arbitration procedure. Under this procedure, the Union and the Employer can present a grievance to the other. However, 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.

SECTION 14.3: GRIEVANCE TIME LIMITS

Time limits set forth in the following may only be extended by mutual written agreement between the Employer and the Union. A grievance must be filed in writing within thirty (30) calendar days of the event giving rise to the concern or the date the event became known or should have become known to the employee. Any grievance regarding an employee's termination must be filed as a Step II written grievance within fourteen (14)

calendar days of the employee's effective discharge date. Grievances regarding employee compensation shall be deemed to have occurred when payment is made or 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 when the Employer made such an employee benefit eligibility decision. 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 as defined in this Section, in a timely basis, or to timely advance such a grievance, per the time limits outlined in the grievance procedure, will constitute their formal withdrawal of the grievance.

SECTION 14.4: OPEN DOOR POLICY, REPORTING, AND NON-RETALIATION

Employees are encouraged to discuss a workplace concern, including, but not limited to incidences of harassment, abuse, discrimination, or unsafe conditions, with their supervisor or any other member of management. The Open-Door Concept is an informal way of resolving problems early, preserving working relationships, and promoting a productive work environment for all employees. The Employer welcomes such discussions because it allows the Employer to maintain a productive and harmonious atmosphere. Employees will not be subject to any adverse employment actions for raising good-faith concerns. The Employer will have fifteen (15) calendar days to respond to any issue raised through the Open-Door policy.

The Employer takes all complaints of harassment, abuse, discrimination, or unsafe conditions seriously and will not criticize, shame, or penalize any employee or retaliate against an employee for reporting such a problem in good faith. Prohibited retaliation includes informed actions, such as assigning more residents or scheduling the employee for less desirable shifts. The Employer is committed to prohibiting retaliation against those who report or participate in an investigation of alleged wrongdoing in the workplace.

Although an employee may contact any supervisor to discuss a problem or concern, the Employer recommends that employees resolve the situation first with their immediate supervisor. That person is generally in the best position to evaluate the situation and provide an appropriate solution. Suppose an employee is not satisfied with their supervisor's decision, or the employee is uncomfortable discussing the issue with their immediate supervisor. In that case, the employee may go to the person the immediate supervisor reports to. The employee may voice all such concerns verbally.

SECTION 14.5: GRIEVANCE STEPS

Step 1: Grievance Presented in Writing to Administrator.

Within thirty (30) calendar days after the employee knew or reasonably should have known of the cause of any grievance, an employee having a grievance, with the optional assistance of a Union representative, shall present it in writing to the Facility Administrator or-authorized designee. The written grievance shall contain all of the following pertinent information:

1. The specific Article(s) of this Agreement alleged to have been violated;
 2. A brief factual description of how the specific language of the identified Section(s) has been violated;
 3. The date of each alleged violation of the identified Section(s);
 4. The specific remedy requested for each alleged violation (i.e., if possible, describe how the grievant will be "made whole in every way");
 5. The reason the response in the previous step is not satisfactory when appealing a grievance to the next step; and
 6. The names of the grievant(s) and union representatives presenting the grievance.
- Violations of other contract Sections cannot be alleged after the written grievance has been submitted and accepted by the other party.

The Union representative and the administrator shall arrange a mutually agreeable date to meet within fifteen (15) calendar days from the Administrator's receipt of the grievance to review and, where possible, attempt to settle the matter. The Administrator shall

provide a written response to the written grievance-within fifteen (15) calendar days following the grievance meeting. The Step 1 response will settle the matter unless appealed to Step 2. The written response will be provided to the employee and the union representative.

If the Union has requested information from the Employer to which it is legally entitled and the Employer has not responded to the information request at least seventy-two (72) hours before the scheduled Step 1 grievance meeting, then the Union shall have the option of postponing the hearing to a mutually agreeable date.

Step 2: Grievance Appeal.

Suppose the Parties are unable to resolve the dispute in Step 1. In that case, the Union may appeal the grievance to Step 2. The Union has fifteen (15) calendar days from receipt of the Step 1 response or lack of response to notify the Employer's designee (e.g., Administrator's Supervisor, HR Consultant, Labor Attorney, etc.) in writing (e.g., an email) of the Union's appeal of the grievance to a step 2.

Upon receipt of the written Step 2 grievance appeal, the Employer's Designee and the Union's Designee (e.g., Advocate or Union Organizer, etc.) shall coordinate a Step 2 grievance meeting. The Employer's Designated Leadership representative and the Union shall meet within fifteen (15) calendar days to conduct the Step 2 grievance meeting. The Designated Leader will provide a written response to the Union representative within fifteen (15) calendar days following the date of such meeting. The Employer's Designees' Step 2 response will resolve the matter unless the matter progresses to mediation or arbitration, as provided after this.

Suppose the Union has requested information from the Employer and the Employer has not responded to the request at least seventy-two (72) hours before the scheduled Step 2

grievance meeting. In that case, the Union shall have the option of postponing the hearing to a mutually agreeable date.

Optional Mediation.

If a grievance is not resolved at Step 2, either party may request, in writing, within fifteen (15) calendar days of the Step 2 response or lack of response that the matter proceeds to mediation. The mediation process shall not interfere with the scheduling of an arbitration. Suppose the non-requesting party agrees to engage in optional mediation. In that case, the requesting party shall request a panel from the Federal Mediation and Conciliation Service ("FMCS") or another mediation group 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.

Arbitration.

If a grievance is not resolved at step 2 and the Parties have not entered into Mediation, the Union may appeal the issue to arbitration by providing written notice to the Employer's Designee within fifteen (15) calendar days from the date of receipt of the Employer's response, or lack thereof, to the step 2 grievance. No Party's allegation of Agreement breach or claim for relief shall be eligible for arbitration unless the Party initially presented it timely per the procedure identified in the preceding sections. After the union has notified the Employer of an appeal to arbitration, the Union will initiate the Arbitrator Selection Process.

- 1. Arbitrator Selection Process.** Suppose the Employer and the Union have not mutually established a permanent panel of arbitrators. In that case, upon a timely demand for arbitration, the moving party must request a list within thirty (30) calendar days from the FMCS and notify the other party of doing so. The FMCS shall provide the parties with nine (9) arbitrators. Within seven (7) calendar days after receiving the list, the parties shall select the arbitrator by alternately striking

names from the list. The last remaining name shall be the arbitrator. A coin toss will determine the party proceeding first in the striking of names procedure.

2. Arbitration Timelines. Once the Parties have appropriately selected an Arbitrator, they will schedule an arbitration date within sixty (60) calendar days or the earliest date that all parties are available. The Union and the Employer may, with mutual agreement, make procedural changes to the arbitration process given the unique circumstances of individual cases. Before the arbitration hearing, the Employer and Union will develop a stipulation of facts and use affidavits and other time-saving methods whenever possible. The arbitrator shall conduct the hearing in whatever manner will most expeditiously permit full presentation of the parties' evidence and arguments. Any arbitrator accepting an assignment under this Article agrees to issue an award within thirty (30) calendar days of the close of the hearing or sixty (60) calendar days if post-hearing briefs are submitted.

3. Arbitrator Award and Cost. Any dispute as to arbitrability may be submitted and determined by the arbitrator. The Arbitrator's determination shall be final and binding. All Arbitrator decisions shall be limited to this Agreement's terms and provisions. The Arbitrator shall have no authority to alter, amend, or modify the current Agreement. Unless otherwise provided in this Article, all costs, fees, and expenses of the Arbitration, including the cost of the Arbitrator, court reporter, hearing transcript (if requested by either party or the arbitrator), and any hearing room, shall be borne by the party whose position is not sustained by the Arbitrator. If the Arbitrator sustains neither party's position in the Arbitrator's sole opinion, the Arbitrator shall assess the preceding costs to each party on an equal basis. In addition, in all arbitrations, each party shall pay its attorney's fees and the cost of presenting its case, including any expert witnesses.

4. **Grievance/Arbitration Timelines.** Except as otherwise indicated, the periods and limits provided herein shall be calculated as of the date of actual receipt. All notifications under this Article shall be sent by e-mail, certified mail, or in-hand service. Such periods may be extended only by mutual written agreement of the Employer and the Union. Without such an agreement, the time limits shall be mandatory.

The failure of the aggrieved employee(s) or Union to properly present a grievance in writing initially, to process a grievance in any of the steps in the grievance procedure after that, or to submit the grievance to arbitration under the express time limits provided herein, shall automatically constitute a waiver of the grievance and bar all further action thereon.

The failure of the Employer to submit a response in any of the steps of the grievance procedure or to meet with the Union Representative within such periods shall not constitute acquiescence to it or result in the sustaining of the grievance. The failure to respond or meet shall be deemed a denial of the grievance as of the expiration date of the applicable adjustment period. Should the Union pursue the grievance further, within fifteen (15) calendar days of such expiration date, it may submit the grievance to the next step of the Grievance and Arbitration Procedure.

5. Email communications shall be deemed to satisfy requirements that items be “in writing.” Email communications shall be considered “submitted” or “delivered” as the date-stamp on the recipient’s email. Parties are responsible for verifying the accuracy of email addresses when using email for communications required to be in writing.

6. The parties agree that the arbitrator shall accept a written statement signed by a resident or patient in place of their sworn testimony. Both parties shall have

equal access to such written statements. Such documents shall carry the same force and effect as if the resident, patient, or family member appeared to provide live testimony. The parties agree that neither shall call a resident or patient as a witness, and the arbitrator shall not consider the failure of the resident to appear as prejudicial.

The Parties established the below chart to summarize this Article's provisions. However, the Parties understand that the Article's provisions govern in the event of a conflict with any chart content.				
Process	Submission Timeline	Submission Process	Grievance Meeting Schedule	Employer Response Timeline
Optional Informal Discussion	As soon as possible.	Verbal or written discussion with immediate supervisor or another Employer representative.	As soon as possible.	Verbal response to the grievant or Union representative within 15 calendar days of the informal discussion.
Step 1	Within 30 calendar days of when the issue occurred or when the employee learned about it or responded to the optional informal discussion.	Written (often via email) grievance issued to the facility administrator.	Step 1 grievance meeting must occur with the administrator within 15 calendar days of the Employer's receipt of the written grievance.	Written response to the Union and grievant within 15 calendar days of the Step 1 grievance meeting.
Step 2	Within 15 calendar days of receiving the Employer's response (or lack thereof), move a grievance from Step 1 to Step 2.	Written (often via email) notice of Step 2 escalation to the HR Director.	A step 2 grievance meeting must occur with HR Director within 15 calendar days of the Employer's receipt of the Step 2 notification.	Written response to the Union and grievant within 15 calendar days of the informal discussion.
Optional Mediation	The Union has 15 calendar days to file for optional mediation.	Union notifies FMCS and the HR Director in writing	As soon as possible. Does not interfere with arbitration filing or scheduling dates.	
Arbitration	The Union has 15 calendar days to file a step 2 grievance from the Employer's response (or lack thereof) to move a step 2 grievance to arbitration.	Union notifies Employer's HR Director in writing and notifies FMCS	Within 60 days of the arbitrator's selection or as soon as the arbitrator's schedule allows.	

SECTION 14.6: ADDITIONAL GRIEVANCE ADMINISTRATIVE PROVISIONS

1. Grievance settlements reached in Step 1 or Step 2 shall not establish a precedent for either party unless mutually agreed to in writing.

Except for a grievance regarding an employee's termination, which will be filed at Step 2 within fourteen (14) calendar days of the discharge, all other grievances must be processed through the procedure above before a request for arbitration is made or honored.

ARTICLE 15: PAID TIME OFF

SECTION 15.1: PAID TIME OFF (PTO) ACCRUAL

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

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

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

SECTION 15.2: PTO ELIGIBILITY

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

SECTION 15.3: PTO SCHEDULING

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

SECTION 15.4: USE OF PTO

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

SECTION 15.5: PTO BALANCE

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

SECTION 15.6: PTO DONATION BANK

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

ARTICLE 16: HOLIDAYS

The Employer recognizes the following nine (9) holidays:

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

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

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

ARTICLE 17: EMPLOYMENT PRACTICES

SECTION 17.1: JOB DESCRIPTIONS

The Employer shall maintain job descriptions for all positions covered by this Agreement. Upon employment, the Employer shall provide a job description to an employee for the position into which they have been hired. The Employer shall furnish the Union with job descriptions for all classifications in the bargaining unit, including any modifications or

revisions of such job descriptions. The Employer agrees to give titles to positions that most clearly indicate the nature of the work performed and will place these positions in the same pay group as other comparable positions.

SECTION 17.2: EVALUATIONS

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

SECTION 17.3: ORIENTATION

Employees will be provided a basic orientation program which will include instructional conferences and work on the job. The objective of the orientation is to familiarize the employee with the duties and responsibilities of the job. The Union shall have access to such orientations as described in Article 5 (Union Rights).

SECTION 17.4: IN-SERVICE EDUCATION

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

SECTION 17.5: MUTUAL RESPECT

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

ARTICLE 18: UNION LEAVE

SECTION 18.1: EXTENDED UNION LEAVE

Workers may request an unpaid leave of absence to perform work for the Union with thirty (30) days' notice to the Employer. Such leaves may be for any duration up to six (6) months and may be extended by mutual consent. The Employer will take the needs of the business into account but will not unreasonably withhold approval of such leave or extension. To the extent allowed by the business, the Employer shall return the worker to the same job, shift and position that he/she held at the time they went on Union leave with no loss of seniority and with any intervening changes in wages or benefits applied as if they had been working. Workers must give the Employer at least fourteen (14) days

written notice of their return to work.

SECTION 18.2: SHORT UNION LEAVE

With thirty (30) days' notice to the Employer, employees who are attending the Union's annual convention, the convention of SEIU, or who are requesting other short-term leave for Union business shall be granted unpaid release time for the duration of the Convention or event. Such leave shall be granted on a first-come, first-serve basis. The Employer may limit the numbers of employees granted leave to no more than five (5), and no more than one (1) from any department except the nursing department, however the Employer will make every effort to release more than one employee from small departments. Employees on unpaid union leave may utilize any earned PTO while on leave, and shall be entitled to any recognized, paid holiday which occurs while on such short leave if the employee would otherwise normally be entitled to the paid holiday.

SECTION 18.3: SHORT UNION LEAVE (PAID)

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

ARTICLE 19: LEAVES OF ABSENCE

All leaves of absence must be requested by an employee in writing as far in advance as possible stating the reason for the leave and the amount requested. Except as otherwise provided for in this Agreement, it shall be the 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.

SECTION 19.1: FAMILY MEDICAL LEAVE

Eligible employees may take up to 12 weeks of unpaid family and/or medical leave in a 12-month period in accordance with Federal and State laws. Although Family Medical Leaves

are without pay the Employer may require that you utilize any remaining PTO hours prior to moving to an unpaid leave status. An Employee may also be eligible for compensation through supplemental Disability Benefit Insurance.

SECTION 19.1.1: ELIGIBILITY

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

Employees may be eligible for Family Medical Leave under the following circumstances:

- For the birth of a child, or the placement of a child under the age of 18 for adoption or foster care;
- To care for a family member with a serious health condition;
- To recover from or seek treatment for your own serious health condition;
- When a family member is called to active duty in the National Guard or Reserves;
- To care for a member of the armed forces who is recovering from service related injuries (26 weeks);
- Other reasons which may be identified by Federal or State Governments.

SECTION 19.1.2: SERIOUS HEALTH CONDITION

A serious health condition is generally defined as a condition requiring inpatient care or that poses an imminent danger of death in the near future or that requires constant care.

A serious health condition includes a patient's disability due to pregnancy or a period of absence for prenatal care. Not all medical conditions are serious health conditions.

Generally, routine illnesses such as colds or flu that can be treated with non-prescription drugs or bed rest will not be considered serious health conditions. Employees who are unsure whether a medical condition qualifies as a serious health condition should contact their manager or the Human Resources department for information or consult the Family & Medical Leave Policy.

SECTION 19.1.3: SUBMITTING FAMILY MEDICAL LEAVE REQUEST

Normally, an employee is asked to provide the facility with at least 30 days' notice of the

need for a Family medical leave. If 30 days' notice isn't possible, the employee will notify facility management as soon as possible so that appropriate arrangements can be made. Failure to provide adequate notice may delay commencement of the leave or reduce eligibility. Depending on the circumstances of the leave the employee may be required to provide certification from a health care provider supporting their leave request.

SECTION 19.1.4: RETURNING FROM MEDICAL LEAVE

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

SECTION 19.1.5: BENEFIT CONTINUATION

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

SECTION 19.2: PERSONAL LEAVE

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

SECTION 19.3: CALL OR ACTIVE DUTY LEAVE

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

SECTION 19.4: MILITARY CAREGIVER LEAVE

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

SECTION 19.5: MILITARY SPOUSE LEAVE

Up to fifteen (15) days of unpaid leave will be granted to an eligible employee who averages twenty (20) or more hours of work per week, whose spouse is on leave from deployment or before and up to deployment during a period of military conflict. An employee who takes leave under this provision may elect to substitute any of the accrued

paid leave to which the employee is entitled for any part of the leave provided under this provision. The employee must provide his or her supervisor with notice of the employee's intention to take leave within five (5) business days of receiving official notice that the employee's spouse will be on leave or of an impending call to active duty. This provision shall be administered in accordance with RCW 49.77.

SECTION 19.6: DOMESTIC VIOLENCE/SEXUAL ABUSE/STALKING LEAVE

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

SECTION 19.7: MATERNITY/PATERNITY LEAVE

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

SECTION 19.8: WASHINGTON PAID FAMILY AND MEDICAL LEAVE

Employees may be eligible for benefits through the Washington Paid Family and Medical Leave program. The Employer contributes the amount of the premium costs as required by State Law [RCW 50A.10.030] and the remaining amount is deducted from employee paychecks as allowed under the statute. When an employee is eligible to receive

payments under the Paid Family and Medical Leave program, the employee shall be permitted to supplement such payments with PTO to make up the difference between the compensation received under Paid Family and Medical Leave program and the employee's regular pay, but not to exceed the approximate net earnings the employee would have normally received during a normal work week.

ARTICLE 20: INSURED BENEFITS

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

Where not explicitly noted above, the Employer may implement, modify or eliminate dental, vision and/or disability benefits as outlined in Employer Policies. The Employer may select, change, eliminate or modify insurance carriers, benefits plans, benefits levels, and employee co-pays. Prior to implementing any substantial and material change in insured benefits, the Employer shall meet with the Union to discuss the changes provided the Union requests such a meeting within thirty (30) calendar days of receiving notice of the changes.

SECTION 20.1: FUTURE MEDICAL PLANS

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

ARTICLE 21: RETIREMENT/401(K) PLAN

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

- Eligibility after one year of employment; eighteen (18) years old or older.
- The Employee can defer up to the maximum amount allowed by law.

- At any time during this agreement the Employer may, in its sole discretion, match the Employee's contribution. Any implementation by the Employer of a match to the 401k shall result in the Employer notifying the Union of its intent to contribute a match within fourteen (14) calendar days.
- Hardship withdrawals are available for the Employee under federal law.
- Employee loans against 401(K) accounts are not available.

ARTICLE 22: COMPENSATION

SECTION 22.1: WAGE SCALES

Upon ratification, current employees will be placed on the wage scale in Appendix A based on years of experience in their current job classification.

Experience shall be defined as the number of full years the employee has worked in the same or similar classification as defined by the required license(s), job title, job description and/or job

duties. For example: Hospital, Assisted Living, Home Health, Hospice, or other health care related industry experience are applicable. For work which may be considered non-direct care (e.g., dietary, etc.), work in a similar field, but not in a similar facility-type, may be applicable. The LMC may work together to establish additional criteria.

No employee will suffer a reduction in their wage as a result of being placed on the wage scale.

Per the Alliance agreement, the parties will negotiate a new wage scale in 2023.

SECTION 22.2: NEW HIRES

Effective upon ratification of this Agreement all new hires will be employed according to the relevant wage scale. The Employer may hire new employees on any step of the wage scale, based on verifiable work experience. Credit for work experience will be given uniformly, provided that no newly hired employee will be paid a higher wage rate than current employees who have the same years of experience in the job classification.

SECTION 22.3: REPORT PAY

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

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

SECTION 22.4: NEW POSITIONS

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

SECTION 22.5: REHIRE

If the Employer opts to rehire an individual who worked for the Employer previously (within the past twelve (12) months), the employee shall be paid no less than their hourly

wage when previously employed, if reemployed in the same position as before and the Employer deems that any necessary certification and skill requirements are met as determined by the Employer.

SECTION 22.6: WORK IN A HIGHER CLASSIFICATION

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

SECTION 22.7: ABOVE SCALE INCREASES

Any employee who is over the scale in Appendix A shall receive a wage increase of 2 % effective upon ratification.

SECTION 22.8: SHIFT DIFFERENTIALS

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

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

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

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

SECTION 22.9: LEAD DIFFERENTIAL

In cases where the Employer establishes a lead position within the bargaining unit, that employee shall receive a \$2.00 per hour in addition to their base wage. In general, a lead performs additional duties outside of their regular job description.

SECTION 22.10: TRAINING DIFFERENTIAL

The Employer may designate Trainers from the bargaining unit who are assigned to train and orient new employees to their position, including policies, duties, and the facility. Trainers must be in good standing within their role. Once an employee has been assigned Trainer duties, the employee shall receive a differential of two (\$2.00) dollars in addition to their regular wages, plus any other applicable differentials for all hours worked as a Trainer. The Employer will designate the number of hours assigned to the Trainer for training and orienting new employees.

SECTION 22.11: HAZARD PAY

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

Hazard Pay/Covid Pay will be discontinued effective the date the Governor of Washington proclaims the Pandemic is over.

SECTION 22.12: CUMULATIVE TOTAL ECONOMIC PACKAGE UPDATED ANNUALLY PER CHANGES IN THE ACTUAL CUMULATIVE NEW MEDICAID RATE INCREASED OVER THE TERM OF THE CONTRACT (“UNIVERSAL ECONOMIC PACAKAGE”)

The Employer and Union agree to work together through the duration of the Contract on mutual concerns affecting nursing facility care and services, including all legislative matters about maintaining the current Medicaid nursing facility statutory reimbursement system to assure the necessary funding levels needed to deliver Medicaid rates paid according to the statutory requirements (e.g., allowable costs). To improve the quality of resident care and protect employee compensation, the Parties will continue to advocate legislatively to defend the Facility’s July 1, 2022, to June 30, 2023, Medicaid rate and secure additional full funding for the Facility’s Medicaid rate on July 1, 2023, through June 30, 2024 budget year.

On July 22, 2022, the Parties withdrew their Central Table proposal to establish a Universal Economic Package and agreed to bargain a Facility-specific economic package for Facility employees at a Company Table. As such, there is no Universal Economic Package to apply during the first year of this Contract. Instead, the Parties shall bargain the economic terms and conditions of employment on a Facility-specific basis at Company-specific tables.

Further, the Parties aspire to establish a Universal Economic Package to determine employee economic changes starting from July 1, 2023. Accordingly, the Parties will use their best efforts to reach a mutual agreement on the Universal Economic Package before June 1, 2023. However, to the extent the Parties do not adopt a Universal Economic Package to determine July 1, 2023, employee economic changes, the Parties will instead reopen this Compensation Article Section 1 from June 1, 2023, through July 31, 2023, and bargain the economic terms and conditions of employment at individual company tables. The Parties will schedule and engage in bargaining sessions to agree on economic terms and conditions of employment. If the Parties do not agree by August 1, 2023, they shall resolve their remaining differences by the Contract's Arbitration process.

SECTION 22.13: OFF-SCHEDULE HOURLY WAGE INCREASE

The Union and the Employer agree that wage increases for all workers are critical to recruiting and retaining employees. Accordingly, the Union and the Employer acknowledge that it may be necessary to immediately increase union member hourly pay rates across the board by classification to retain workers recruited by a local competitor offering higher compensation ("Off Schedule Wage Increase" or "OSWI"). Any such OSWI will raise the entire classification's scale and constitute the Employer's early implementation of later scheduled annual hourly wage increases that would otherwise occur. As such, any OSWI(s) will be offset from the Employer's subsequent scheduled yearly increases to the same classification's hourly wage scale pay rates, with any remaining balance carrying forward until fully credited (e.g., if the Employer implements a \$0.75/hr OSWI to every wage scale step for the C.N.A. classification on January 1st, a July 1st C.N.A. classification hourly pay rate increase will be credited to offset the OSWI that constituted an advance on the later mutually agree yearly pay increase(s)).

When implementing an OSWI, the Employer is not required to bargain with the Union when a local competitor's pay increase requires the Employer to immediately announce pay rate increases to neutralize the competitive advantage of the other facility offering higher pay. However, when the other employer's competitive advantage is a future threat, the Employer will notify employees of the OSWI using any mutually agreed joint announcement template and tell the Union before or within twenty-four (24) hours of announcing the change.

Whenever exercising an OSWI, the Employer will notify the Union as soon as possible. The Employer and Union will expeditiously enter into a Letter of Agreement detailing the classification's enhanced wage scale pay rates and distribute it to all affected union members. The Facility will apply this OSWI Section only when presented with an immediate competitive threat. It will not use this Section to undermine the collective bargaining of a successor Contract.

SECTION 22.14: INCENTIVE PROGRAMS

The Employer may offer employment bonuses at its discretion, such as sign-on, refer-a-friend, extra shift, or pick up a shift. The Facility shall provide such bonuses fairly and equitably and not engage in scheduling favoritism. The Employer may, without acting in a manner resulting in individual favoritism within a job class, implement, modify, or eliminate incentives to hire new employees, motivate employees to work as needed, encourage safe working practices, or for any other business reason, as long as the incentive programs were not explicitly bargained for in this Agreement. If the Employer implements an incentive program, the Employer shall notify the Union within five (5) calendar days of implementing the program. In addition, the Union may require the Employer to describe its application of the incentive program to verify that it has been implemented fairly and equitably, without individual favoritism.

ARTICLE 23: SUBCONTRACTING

Both parties understand that for the Employer to satisfy the demands of its residents and

to successfully operate the facility, contracting and/or subcontracting of bargaining unit work may be necessary from time to time.

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

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

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

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

Furthermore, the Employer agrees to include language in all future contracts regarding contracting or subcontracting of housekeeping, laundry or any other services covered by the classifications in this Section that requires contractors or subcontractors to apply the full terms and conditions of this Agreement to all affected bargain unit employees.

ARTICLE 24: NO-STRIKE CLAUSE

SECTION 24.1: NO STRIKE

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

SECTION 24.2: DISCHARGE

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

SECTION 24.3: NO LOCKOUT

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

ARTICLE 25: HEALTH AND SAFETY

SECTION 25.1: SAFETY EQUIPMENT & SUPPLIES

No employee shall be required to provide appropriate safety equipment, supplies, or protective garments, including, but not limited to gloves and/or masks, at their own expense, to perform any task for a resident. The Employer shall provide both latex-free and powder-free options for gloves and shall dispense the gloves in such a manner as to safeguard the sterile conditions. If such a situation arises where there are insufficient appropriate supplies or materials, the employee will report the situation immediately to their supervisor and/or their department head. New PPE will be provided as often as needed, but not less than once per shift. Guidelines for N-95 masks will be provided per the most up-to-date guidance from the CDC, Department of Labor and Industries and/or Department of Health.

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

SECTION 25.2: VACCINATIONS

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

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

SECTION 25.3: ANTI-HARASSMENT

The Employer is committed to providing a work environment free of unlawful harassment. In furtherance of this commitment, the Employer strictly prohibits all forms of illegal harassment, including harassment based on race, religion, color, sex, sexual orientation, gender identity or gender expression, national origin, citizenship status, uniform service member status, veteran status, marital status, pregnancy, age, genetic information, disability, union membership, and activities or any other category protected by applicable state or federal law. The Employer will use its best efforts to respond to harassment or similar conduct.

The Employer's policy against unlawful harassment applies to all employees, including supervisors and managers. The Employer prohibits managers, supervisors, and employees from harassing coworkers and the Facility's residents, visitors, vendors, suppliers, independent contractors, and others doing business with the Employer. The policy applies to all work-related settings and activities, whether inside or outside the workplace, including business trips and business-related social events. Any such harassment will subject an employee to disciplinary action, up to and including immediate termination. The Employer likewise prohibits its residents, visitors, vendors, suppliers, independent contractors, and others doing business with the Employer from harassing our employees.

If the Employer becomes aware of harassment, it will act promptly to ensure the conduct is addressed. The Employer aspires for managers and supervisors to prevent employees from experiencing harassment. This includes modeling appropriate workplace conduct standards, monitoring employee and third-party conduct, and promptly responding to alleged incidents or reported concerns.

The following are examples of prohibited conduct:

- Epithets, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to any legally protected characteristic or activity;
- Written or graphic material displayed or circulated in the workplace that denigrates or shows hostility or aversion toward an individual or group because of any legally protected characteristic or activity;
- Intimidating, hostile, derogatory, disrespectful, or otherwise offensive conduct or remarks that are directed at a person or group because of any legally protected characteristic or activity;
- Knowingly and recklessly making a false complaint of harassment or discrimination, or providing knowingly false information regarding a complaint; and
- Retaliation against an employee for filing a good faith complaint, opposing harassment or discrimination, or cooperating in investigating a complaint.

Sexual harassment includes a broad spectrum of conduct. By way of illustration only, and not limitation, some examples of unacceptable behavior include:

- Unwanted sexual advances.
- Offering an employment benefit (e.g., a raise, promotion, or career advancement) in exchange for sexual favors or threatening an employment detriment (e.g., termination or demotion) for an employee's failure to engage in sexual activity.

- Visual conduct includes leering, making sexual gestures, and displaying or posting sexually suggestive objects, pictures, cartoons, or posters.
- Verbal sexual advances, propositions, requests, or comments.
- Sending or posting sexually-related messages, videos or messages via text, instant messaging, or social media.
- Verbal abuse of a sexual nature, graphic verbal comments about an individual's body, sexually degrading words used to describe an individual, and suggestive or obscene letters, notes, or invitations.
- Physical conduct includes touching, groping, assault, or blocking movement.

If employees have questions about what constitutes harassing behavior, they are encouraged to ask their supervisor or another member of management. The Employer shall have fifteen (15) calendar days to respond to questions or concerns employees bring to their attention if the issue requires research or an investigation.

Suppose an employee feels they are being, or have been, harassed in violation of this policy by another employee, supervisor, manager, or third-party doing business with the Employer. In that case, the employee should immediately notify their supervisor, administrator, and HR Department.

The Labor Management Committee shall review employee health and safety concerns and recommend that the Facility's Safety Committee or its Quality Assurance Committee develop and implement a responsive Facility-specific plan to minimize employee risk. The plan should include behavioral support intervention, problem-solving techniques, and communication systems to keep employees informed of resident behaviors and incidents that may be considered abusive conduct or threaten the well-being of employees. The Labor Management Committee will also make recommendations regarding the training of employees of the plan and changes to the plan as they are developed and implemented.

Incidents of potential injury to an employee require documentation for liability purposes and worker's compensation claims. Therefore, the facility will maintain these incident reports for at least three (3) years. In addition, the Labor Management Committee will be able to review incident reports with all identifiers removed to identify potential trends and the development and improvements to facility-based safety plans.

Certain incidents may require resident-specific care treatments, such as two-person care or other approaches to protect employees and the resident. These instances will be developed as needed on a case-by-case basis. The Employer may also consider reassignment of an employee when the employee is regularly faced with harassing or abusive conduct, as staffing allows. Employees should report concerns of harassing or abusive behavior to their supervisor.

The Employer provides an Employee Assistance Program (EAP) to all employees at no cost. The EAP promotes and supports employees' health, safety, and well-being.

ARTICLE 26: MANAGEMENT RIGHTS

The Union recognizes that the Employer must serve its residents with the highest quality of care, efficiently and economically, and address medical emergencies. Therefore, except to the extent abridged, delegated, granted, or modified by a provision of this Agreement, the Employer reserves and retains the responsibility and authority that the Employer had before signing this Agreement, and these responsibilities and control shall remain with management. It is agreed that the Employer has the sole and exclusive right and authority to determine and direct the business's policies and methods, subject to this Agreement. It is agreed that the Employer has the sole and exclusive right and authority to determine and direct the business's approaches and methods, subject to this Agreement.

The parties intend the following Management Rights language to satisfy all legal criteria established by the NLRB to allow the Employer to unilaterally make changes to specifically identified terms and conditions of employment. The parties agree that they discussed, to each party's satisfaction, the subjects in this Section during collective bargaining

negotiations and that Union clearly and unmistakably expressly waived its right to bargain before the Employer unilaterally changes the following enumerated subjects. Accordingly, during the term of the Agreement, except when such rights are specifically abridged or modified by this Agreement, Union with this grants Employer the right and authority to make changes unilaterally (i.e., without giving Union notice and an opportunity to bargain concerning the decision or impact of the decision) within the following subjects or terms and conditions of employment:

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 layoff;
9. To recall;
10. To evaluate performance;
11. To determine qualifications;
12. To discipline;
13. To discharge;
14. To adopt and enforce reasonable rules and regulations;
15. To establish and effectuate existing policies and procedures, including but not limited to a drug\alcohol testing policy and an attendance/tardiness control policy;
16. To establish and enforce dress codes;
17. To set standards of performance;
18. To determine the number of employees, the duties to be performed, and the hours and locations of work, including overtime;
19. To determine, establish, promulgate, amend and enforce personal conduct rules, safety rules, and work rules;
20. To determine if and when positions will be filled;
21. To establish positions;
22. To discontinue any function;
23. To create any new service or process;
24. To discontinue or reorganize or combine any department or branch of operations;
25. 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;
26. To establish shift lengths;

27. To either temporarily or permanently close all or any portion of its facility or to relocate such facility or operation;
28. To determine and schedule when overtime shall be worked;
29. To determine the number of employees required to staff the facility, including increasing or decreasing that number;
30. To determine the appropriate staffing levels required for the facility, including increasing or decreasing that number; and,
31. To determine the appropriate mix of employees, by job title, to operate the facility.

The parties recognize that the above statement of management responsibilities is for illustrative purposes only and should not be construed as restrictive or interpreted to exclude those prerogatives not mentioned in the management function. All matters not covered by the language of this Agreement may be administered by the Employer on a unilateral basis, following such policies and procedures as it from time to time shall determine.

No Waiver: The Employers' failure to exercise any function or responsibility now reserved to it, or its exercising any function or right in a particular way, shall not be deemed a waiver of its ability to exercise such function or responsibility, nor preclude the Employer from exercising the same in some way not in conflict with this Agreement.

Employer Handbook: As outlined in the Employee Handbook, the Employer's Rules and Regulations shall apply to all Union employees to the extent that such term, condition, policy, or procedure is not inconsistent with this Agreement. The Parties understand that the CBA's provisions govern in the event of a conflict. The Employer shall continue to update the Union with changes to the Employee Handbook within fourteen (14) calendar days of any effective change(s). Said change in a term or condition of employment in the Employee Handbook shall not be unlawful nor in conflict with the provisions of this Agreement. The Union reserves the right to grieve any new policies in the Employee Handbook that conflict with the CBA in the Union's view. The Union must file a grievance within 30 days of the Union receiving written or electronic notice of the changes.

Supervision and Work Assignments: Employees shall work as directed by

supervisory personnel. Under all circumstances, the Employer reserves the right to lawfully establish the number of employees and the work methods necessary to perform any activity per this CBA.

ARTICLE 27: SEPARABILITY

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

ARTICLE 28: LANGUAGE IN THE WORKPLACE

The Employer promotes a diverse workforce and recognizes that employees may be more comfortable conversing in a language other than English. The Employer respects the right of employees to do so. The Employer strives to balance this interest with its obligation to operate safely, efficiently, and per applicable law. Employees must have sufficient communication and language skills to perform their duties and communicate with residents, other staff, family members, and health care professionals, as required to perform the essential functions of their position.

Employees may speak the language of their choice when it is necessary to ensure residents' safe, efficient, and patient-centered care. For example, English is not required when an employee is on a rest break, during a meal break, or at other non-work times. Additionally, English is not required when employees are not directly performing their job duties, such as talking with coworkers while moving from one assignment to the next or while engaged in personal matters. These communications, however, must occur outside the presence of residents or residents' family members who do not understand the language being spoken.

To operate safely, efficiently, and per applicable law, there are times when the Employer requires employees to communicate or take direction and guidance in English. For example, employees must speak in English when:

Interacting with residents, their families, or anyone acting on a resident's behalf unless the resident's care plan unequivocally expresses a preference for communication in another language. Yet, residents also have a right to communicate in a language they understand. Therefore, if a resident or visitor wants to converse with the staff in a language other than English, employees may do so when they can effectively speak and understand the same common language.

Promoting the safety of residents or ensuring efficient and effective operations. For example, English is required when communicating with coworkers during emergencies, when discussing patient care, or when discussing or performing teamwork assignments unless all employees involved in the discussion effectively speak and understand the same common language.

Communicating with supervisors to receive direction and instruction or when supervisors are evaluating an employee's performance, monitoring, and assessing the performance of employees whose job duties require communication with coworkers, residents, or their families unless all employees involved in the discussion effectively speak and understand the same common language.

To operate safely, efficiently, and per applicable law, the Employer will communicate safety, facility, and security-related materials to employees in English. Additionally, all team or department meetings related to business operations, safety, and resident care will be conducted in English.

The Union may publish its' collective bargaining agreement in multiple languages to ensure the inclusion and acknowledgment of members who desire to read the contract in their native language. The Parties will collaborate at the Statewide or Facility-specific Labor Management Committee to determine whether the Union should publish the agreement in a language other than English.

ARTICLE 29: COLLECTIVE BARGAINING AGREEMENT TRAINING

The Parties will schedule an in-person or virtual joint CBA Training at each facility. The Parties will use their best efforts to include representatives from the Employer, SEIU 775, and each facility-based Union Advocate. Also, the Parties will invite a Health Care Services Group representative to participate when contracted by the Employer. The one-time training session will be completed in one (1) hour. The Employer will compensate four (4) union members for the scheduled training. The purpose of this training shall be to review language within this Agreement that reflects the following:

- Changes to the former CBA's language, policy, or procedure in this successor CBA.
- New language, policies, or procedures in this successor CBA or the Alliance Agreement.
- Review of the Parties' plan to establish and operate FLMCs and SLMCs.

Also, the Parties will discuss any shared goals and next steps to advocate jointly for additional Nursing Home Funding or promote the facility as the employer and provider of choice in the local market.

ARTICLE 30: PROACTIVE LABOR RELATIONS

Both parties recognize that it is to their mutual advantage and for the protection of the patients to have an efficient and uninterrupted operation of the facility. Accordingly, this Agreement establishes such harmonious and constructive relationships between the parties that such results will be possible.

On behalf of the bargaining unit employees, the Union agrees to cooperate with the Employer to attain and maintain full efficiency and optimal patient care.

The Employer and the Union agree that all facility employees, managers, and Union Representatives will treat each other with dignity, respect, and courtesy. The preceding principles shall also apply while providing service to patients and visitors.

Notwithstanding any other provision of this Agreement, the Union and the Employer shall designate a top-level representative to discuss complaints about alleged violations of this Agreement or the Alliance Agreement. If one Party believes that the other Party has violated these standards, the affected Party should contact the other Party's representative by phone or electronic mail. The Parties should have a direct conversation within forty-eight (48) hours to discuss the issue.

ARTICLE 31: SOLE AGREEMENT, MATTERS COVERED, AMENDMENT, STANDARDS PRESERVED, PREMIUM CONDITIONS

SECTION 31.1: SOLE 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. All individual agreements, both verbal and written, which may exist between the Employer and any employee in the bargaining unit, shall terminate upon the execution of this Agreement. 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. Whenever exercising such discretion, the Employer will notify Union in advance.

SECTION 31.2: MATTERS COVERED

All matters not covered in this Agreement shall be deemed to have been raised and adequately disposed of. This Agreement contains the entire and complete agreement between the parties, and neither party shall be required to bargain upon any issue during the life of this Agreement unless this Agreement expressly addresses such bargaining of a specific topic. The failure of either party to enforce any of the provisions of this Agreement or any rights granted by the law shall not be deemed a waiver of any provision or right, nor a waiver of the party's authority to exercise such right in some way not in conflict with the Agreement.

SECTION 31.3: AMENDMENT

This Agreement can be modified or amended only by the written consent of all Parties. The waiver, in any 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.

SECTION 31.4: STANDARDS PRESERVED

No employee shall suffer any reduction in their hourly wage rate, the total amount of paid time off, or health insurance benefits because of coverage under this Agreement unless such reduction is expressly addressed by this Agreement or by a written amendment executed by the parties herein. If the State of Washington minimum wage rate increases, any employee being paid the minimum wage shall have their compensation increased accordingly. Individuals compensated more than the minimum wage will receive no adjustment to their compensation solely because of such minimum wage rate increase(s).

SECTION 31.5: PREMIUM CONDITIONS

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 of the Agreement at the Employer's sole discretion. The Employer agrees that if it pays an employee a wage rate above the rates included in this Agreement, the

Employer will not subsequently reduce that employee's wage rate. The Employer will not apply this Section in an unlawful or discriminatory manner.

ARTICLE 32: SINGLE BARGAINING UNIT

Hyatt North Central Care Center & Rehabilitation, Inc and Shuksan Rehabilitation and Healthcare, Inc which all parties agree are separate employers for all purposes and separate limited liability companies for all purposes, each agrees to associate with the other for the purpose of recognizing SEIU 775, herein the "Union" as the exclusive collective bargaining representative of a single bargaining unit, as provided for under federal labor law regarding multi-employer bargaining, for all employees in the listed employee classifications at the two locations.

ARTICLE 33: TERM OF AGREEMENT

This Agreement shall be effective on September 1, 2022. Unless amended by the Parties' mutual written agreement, it shall remain operative and binding on the Parties until midnight September 30, 2024. Any change agreed upon by the parties shall be reduced to writing and executed by duly authorized officers or agents of the parties to this Agreement.

APPENDIX A: WAGE SCALES

Classification	Base Rate	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year	7 Year	8 Year	9 Year	10 Year.
Certified Nursing Assistant (NAC)	\$ 22.00	\$ 22.66	\$ 23.34	\$ 23.81	\$ 24.28	\$ 24.77	\$ 25.26	\$ 25.77	\$ 26.28	\$ 26.81	\$ 27.35
Rehabilitation Aide	\$ 22.50	\$ 23.18	\$ 23.87	\$ 24.59	\$ 25.32	\$ 26.08	\$ 26.61	\$ 27.14	\$ 27.68	\$ 28.23	\$ 28.80
Nursing Assistant Registered (NAR)	\$ 19.00										
Activity Aide	\$ 18.00	\$ 18.54	\$ 19.10	\$ 19.67	\$ 20.26	\$ 20.87	\$ 21.28	\$ 21.71	\$ 22.14	\$ 22.59	\$ 23.04
Hospitality Aide	\$ 18.00	\$ 18.54	\$ 19.10	\$ 19.67	\$ 20.26	\$ 20.87	\$ 21.28	\$ 21.71	\$ 22.14	\$ 22.59	\$ 23.04
Transport	\$ 18.00	\$ 18.54	\$ 19.10	\$ 19.67	\$ 20.26	\$ 20.87	\$ 21.28	\$ 21.71	\$ 22.14	\$ 22.59	\$ 23.04
Cook	\$ 20.00	\$ 20.60	\$ 21.22	\$ 21.85	\$ 22.51	\$ 23.19	\$ 23.65	\$ 24.12	\$ 24.60	\$ 25.10	\$ 25.60
Cook Prep	\$ 18.00	\$ 18.54	\$ 19.10	\$ 19.67	\$ 20.26	\$ 20.87	\$ 21.28	\$ 21.71	\$ 22.14	\$ 22.59	\$ 23.04
Dishwasher	\$ 18.00	\$ 18.54	\$ 19.10	\$ 19.67	\$ 20.26	\$ 20.87	\$ 21.28	\$ 21.71	\$ 22.14	\$ 22.59	\$ 23.04
Dietary Aide	\$ 18.00	\$ 18.54	\$ 19.10	\$ 19.67	\$ 20.26	\$ 20.87	\$ 21.28	\$ 21.71	\$ 22.14	\$ 22.59	\$ 23.04
Housekeeping	\$ 18.00	\$ 18.54	\$ 19.10	\$ 19.67	\$ 20.26	\$ 20.87	\$ 21.28	\$ 21.71	\$ 22.14	\$ 22.59	\$ 23.04
Laundry	\$ 18.00	\$ 18.54	\$ 19.10	\$ 19.67	\$ 20.26	\$ 20.87	\$ 21.28	\$ 21.71	\$ 22.14	\$ 22.59	\$ 23.04
Maintenance	\$ 19.00	\$ 19.57	\$ 20.16	\$ 20.76	\$ 21.38	\$ 22.03	\$ 22.47	\$ 22.92	\$ 23.37	\$ 23.84	\$ 24.32