

**MEMORANDUM OF UNDERSTANDING
AND
AMENDMENT TO COLLECTIVE BARGAINING AGREEMENT**

THIS MEMORANDUM OF UNDERSTANDING AND AMENDMENT TO COLLECTIVE BARGAINING AGREEMENT (the “**MOU**”) is effective March 20, 2023 and is made by and between **SEIU 775** (the “**Union**”) and **Pullman Nursing & Rehab LLC**, a Delaware limited liability company d/b/a Pullman Care (“**Pullman Care**”) as successor-in-interest to Avalon Care Center-Pullman, L.L.C, a Washington limited liability company (“**Avalon**”). Union and Pullman Care are occasionally referred to in this MOU individually as a “**Party**” and together as the “**Parties**.”

RECITALS

WHEREAS, Union is party to that certain Collective Bargaining Agreement between Union and Avalon dated April 18, 2022 (the “**Avalon CBA**”) governing union employees working at 1310 NW Deane St, Pullman, WA 99163 (the “**Pullman Facility**”); and

WHEREAS, Union is also party to that certain Collective Bargaining Agreement between Union and facility operators Aldercrest Health-Edmonds, LLC, Fir Lane Health-Shelton, LLC, and North Auburn Health, LLC (collectively, the “**Legacy Facilities**”) (the “**Caldera Care CBA**”); and

WHEREAS, Pullman Care is successor-in-interest to Avalon and acquired the Pullman Facility effective March 20, 2023; and

WHEREAS, the Avalon CBA expires on December 31, 2023 and the Caldera Care CBA expires on July 31, 2023; and

WHEREAS, Union wishes to treat the Legacy Facilities and the Pullman Facility as a single bargaining unit; and

WHEREAS, in an effort to treat the Legacy Facilities and the Pullman Facility as a single bargaining unit, Union and Pullman Care wish for the terms of the Caldera Care CBA to replace the Avalon CBA, except as provided below, and govern the union employees working at the Pullman Facility;

NOW, THEREFORE, in consideration of the mutual covenants contained in this MOU, the Parties agree as follows:

AGREEMENT

1. **Incorporation of Recitals.** The foregoing recitals are restated and incorporated herein by reference.
2. **Application of Caldera Care CBA.** Union and Pullman Care acknowledge and agree that, as of the Effective Date, all terms of the Caldera Care CBA supersede the Avalon CBA, except as provided in the below Section 3.
3. **Termination of Avalon CBA; Surviving Provisions.** Union and Pullman Care hereby agree that the Avalon CBA is terminated and replaced with the Caldera Care CBA as of

the Effective Date; provided, however, that the following provisions of the Avalon CBA survive and supersede any conflicting provisions contained in the Caldera Care CBA:

- a. Shift Differentials. For all hours worked on the evening shift (2pm-10pm), Certified Nursing Assistants shall receive a seventy-five center per hour (\$0.75/hour) shift differential in addition to their base wage. For all hours worked on the night shift (10pm-6am), Certified Nursing Assistants shall receive a one dollar per hour (\$1.00/hour) shift differential in addition to their base wage.
- b. Personal Day. In addition to the holidays listed in the Caldera Care CBA, full time employees who have completed one (1) year of employment also may, with advance approval of their supervisor, take a paid Personal Day off up to eight (8) hours. Unused Personal Days are not carries over from year to year and are not paid out upon termination.
- c. Show-Up Pay. An employee who reports to work for a scheduled shift and is "called off" due to low census, overstaffing, or for other reasons, will be paid one (1) hour's pay at their regular hourly rate and be released from the remaining hours of their shift.
- d. Wage Scale. Pullman Care agrees to pay Union employees pursuant to the wage scale dated February 17, 2023, attached hereto as Exhibit A.

4. **Term**. The provisions of this MOU are applicable as of the Effective Date and shall remain in full force and effect until the Caldera Care CBA is superseded by a subsequent Collective Bargaining Agreement.

AGREED by the Parties as of the respective signature dates below, but effective as of the Effective Date.

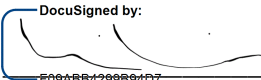
UNION

PULLMAN CARE

SEIU 775

Pullman Nursing & Rehab LLC

By: Adam Case

By:  _____
F09ABB4298694D7...

Name: Adam Case

Name: Chaim wolmark

Its: CBER Specialist

Its: Authorized Signatory

Date: 4/25/2023

Date: 4/26/2023

EXHIBIT A

Wage Scale

[ATTACHED]

MEMORANDUM OF UNDERSTANDING

Avalon Care Center – Pullman and SEIU Local 775 agree to increase the Avalon Pullman wage scales for the 2022 and 2023 contract years. This wage scale below will replace the 2022 and 2023 wage scales attached to the current CBA. These increases will go into effect with the pay period beginning October 9, 2022. The percentage increases from one step to the next in each classification will be 1.25%. Restorative Aides are always .50 cents over CNAs.

Employees will receive a wage increase only with their anniversary date as they progress along the steps. Some minor revisions of the CBA will be required to reflect these changes. Non Certified Nurse Assistants cannot be employed longer than 120 days and therefore only have a hiring rate.

Classification Grade	Hire Rate	1 Yr. Anv.	2 Yr. Anv.	3 Yr. Anv.	4 Yr. Anv.	5 Yr. Anv.	6 Yr. Anv.	7 Yr. Anv.	8 Yr. Anv.	9 Yr. Anv.	10 Yr. Anv.	11 Yr. Anv.	12 Yr. Anv.	13 Yr. Anv.	14 Yr. Anv.	15 Yr. Anv.	16 Yr. Anv.	17 Yr. Anv.	18 Yr. Anv.	19 Yr. Anv.	20 Yr. Anv.
Nursing Assistant (Certified)	\$ 20.00	\$ 20.25	\$ 20.50	\$ 20.75	\$ 21.02	\$ 21.28	\$ 21.55	\$ 21.82	\$ 22.09	\$ 22.37	\$ 22.65	\$ 22.93	\$ 23.22	\$ 23.51	\$ 23.80	\$ 24.10	\$ 24.40	\$ 24.70	\$ 25.01	\$ 25.32	\$ 25.64
Nursing Assistant (NonCertified)	\$ 19.00																				
Restorative Aide	\$ 20.50	\$ 20.75	\$ 21.00	\$ 21.26	\$ 21.52	\$ 21.78	\$ 22.05	\$ 22.32	\$ 22.59	\$ 22.87	\$ 23.15	\$ 23.43	\$ 23.72	\$ 24.01	\$ 24.30	\$ 24.60	\$ 24.90	\$ 25.20	\$ 25.51	\$ 25.82	\$ 26.14
Cook	\$ 17.00	\$ 17.21	\$ 17.43	\$ 17.65	\$ 17.87	\$ 18.09	\$ 18.32	\$ 18.54	\$ 18.78	\$ 19.01	\$ 19.25	\$ 19.49	\$ 19.73	\$ 19.98	\$ 20.23	\$ 20.48	\$ 20.74	\$ 21.00	\$ 21.26	\$ 21.53	\$ 21.79
Dietary Aide	\$ 16.25	\$ 16.45	\$ 16.66	\$ 16.87	\$ 17.08	\$ 17.29	\$ 17.51	\$ 17.73	\$ 17.95	\$ 18.17	\$ 18.40	\$ 18.63	\$ 18.86	\$ 19.10	\$ 19.34	\$ 19.58	\$ 19.82	\$ 20.07	\$ 20.32	\$ 20.58	\$ 20.83
Housekeeping	\$ 16.25	\$ 16.45	\$ 16.66	\$ 16.87	\$ 17.08	\$ 17.29	\$ 17.51	\$ 17.73	\$ 17.95	\$ 18.17	\$ 18.40	\$ 18.63	\$ 18.86	\$ 19.10	\$ 19.34	\$ 19.58	\$ 19.82	\$ 20.07	\$ 20.32	\$ 20.58	\$ 20.83
Laundry Aide	\$ 16.25	\$ 16.45	\$ 16.66	\$ 16.87	\$ 17.08	\$ 17.29	\$ 17.51	\$ 17.73	\$ 17.95	\$ 18.17	\$ 18.40	\$ 18.63	\$ 18.86	\$ 19.10	\$ 19.34	\$ 19.58	\$ 19.82	\$ 20.07	\$ 20.32	\$ 20.58	\$ 20.83

AVALON CARE CENTER – PULLMAN, L.L.C.

SEIU 775

By: Ryan D. Nelson

By: Adam Case

Its: Designated Representative

Its: CBER Specialist

02/17/2023
Date

2/17/2023
Date