

SEIU 775 – Cascadia at Colfax  
2024 CBA Negotiations  
Union Proposal ~~V03 – 2024 07 17~~ V04 2024 11 01

**ARTICLE 1: AGREEMENT AND RECOGNITION**

**SECTION 1.1: AGREEMENT**

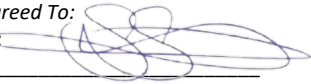
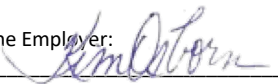
This Agreement is between Colfax of Cascadia (hereafter referred to as the “Employer”) and SEIU 775 (hereafter referred to as the “Union”).

**SECTION 1.2: RECOGNITION**

The Employer recognizes the Union as the exclusive collective bargaining representative for all full-time, regular part-time and ~~on-call~~ intermittent Activities Assistants; Shower Aides; Cooks; Dietary Aides; Housekeepers; Laundry Aides; Nursing Assistants Certified (NAC); Certified Medication Aides (CMA/Med Tech); ~~Staffing Coordinator; Central Supply;~~ Nursing Assistants Registered (NAR); Hospitality Aides; Van Drivers (Transportation); ~~Receptionists (Secretaries)~~, and Restorative Aides; excluding all confidential employees, supervisors, managers, and any other employees excluded by the National Labor Relations Act.

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<p>Tentatively Agreed To: For the Union: </p>	<p>For the Employer: </p>
<p>Date: <u>12 November 2024</u></p>	<p>Date: <u>11/21/2024</u></p>

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

### SECTION 4.1 MEMBERSHIP


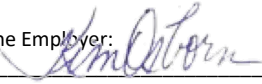
All employees covered by the terms of this Agreement who are members of the Union upon ratification of this Agreement shall as a condition of employment maintain their membership in good standing in the Union. “In good standing,” for the purposes of this Agreement is defined as the tendering of periodic 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 their 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 4.2. The Employer shall include a current Union Membership Card, which is provided by the Union, 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 [via trackable mail](#) to the Union within seven (7) days of receipt.

[The Employer shall accept confirmations from the Union that the Union possesses forms of membership and deduction authorizations, including hard copies of membership and authorization forms, electronic records and voice authorizations of such membership and deduction authorization\(s\) and give full force and effect to such authorizations as “written authorization” for purposes of this Agreement. \*\*The Union will provides copies of all applicable deduction authorizations to Employer.\*\*](#)

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**SECTION 4.2: 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 4.3: PAYROLL DEDUCTIONS**



**4.3.1 DUES DEDUCTIONS**

~~4.3.1 DUES DEDUCTIONS~~

The Employer agrees to deduct from each bargaining unit employee's pay all authorized dues as determined by the Union. The Employer shall make such deductions from the employee's paycheck following receipt of proper authorization, and periodically thereafter as specified on the authorization, unless revoked by the Union, in writing, and shall remit the same to the Union ~~within five (5) business days of each pay period~~ by the 15<sup>th</sup> day of the month following the ~~pay period~~ month ~~the~~ for which dues were deducted. [Dues will be submitted by Automated Clearing House \("ACH"\) payment or other direct deposit means starting on or about January 2025. Upon issuance and transmission of the ACH payment to the Union, the Employer's responsibility shall cease with respect to such deduction.](#)

~~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~~

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~~and digital files containing voice authorizations and give full force and effect to such authorizations as “written authorization” for purposes of this Agreement.~~

#### 4.3.2 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. ~~COPE monies so deductions shall be transmitted by a check or ACH Payment starting on or about January 2025 or other direct deposit means separate from the check or ACH payment or deposit remitted for payment of dues at the same time dues are remitted.~~

~~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 4.4: BARGAINING UNIT INFORMATION

##### 4.4.1 ROSTER

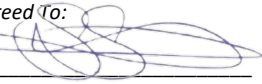
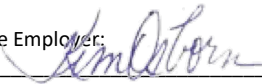
By the fifteenth (15th) of each month, the employer shall provide the Union with a list of all employees covered by this Agreement ~~within five (5) business days after the end of each pay period.~~

The list shall include:

- [Pay period start date](#)

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- [Pay period end date](#)
- [f](#)First name, (preferred by the employee)
- [Middle name \(if collected\)](#)
- [l](#)Last name,
- [home a](#)Address line 1
- [Address line 2](#)
- [City](#)
- [State](#)
- [Zip Code,](#)
- [t](#)Telephone number(s) (all numbers shall conform to the xxx-xxx-xxxx format (home and mobile, if applicable);
- [e](#)Email address (if applicable);
- [Social Security number,](#)
- [d](#)Date of birth,
- [g](#)Gender,
- [Preferred language](#)
- [e](#)Employee number (if applicable);
- [w](#)Work location;

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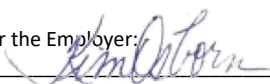
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- d ~~Date of hire,~~
- Termination Date (as applicable)
- r ~~Rate(s) of pay,~~
- j ~~Job classification,~~
- FTE status,
- d ~~Dollars paid per shift code, and any other differentials which may apply,~~
- h ~~Hours worked per pay period,~~
- g ~~Gross earnings per pay period, and the amount of~~
- d ~~Dues deduction amount,~~
- COPE deduction amount ~~contributions and (if applicable)~~
- Voluntary deductions (if applicable) ~~deducted from each employee's pay.~~

The Employer shall provide this list securely in a common electronic format agreed upon by the Employer and the Union. ~~The Employer shall also denote, on the list, those persons covered by this Agreement who were hired during the prior pay period or terminated since the last roster report.~~

The Union prefers to receive the same file for both the Dues Report and the Employee Roster. 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:

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- Employee number
- First Name ([preferred by the employee](#))
- Middle Name ([if collected](#))
- Last Name
- Social Security Number

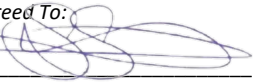
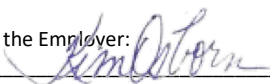
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The Dues Reports and/or Employee Roster will be furnished together with the payment of dues and COPE (as applicable) per this Article. In the event the Dues Report and/or Employee Roster together with the payment of dues and COPE (as applicable) will be delayed, the Employer will notify the Union [on the date the report and payment are due in accordance with this Agreement](#) ~~no later than the 15th calendar day after the payday in which the dues and COPE (as applicable) were deducted~~ as to the expected date they will be sent. In no event will the Dues Report and/or Employee Roster together with dues and COPE (as applicable) be provided to the Union later than twenty (20) days after the pay day that the dues were deducted.

#### **SECTION 4.5: 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 information listed below following information about employees unless required to do so due to on-going litigation \(actual or anticipated\), 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 as otherwise required by law, or other similar situation, to any third-party vendor engaged by](#)

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[the Employer to perform payroll and/or employee benefit functions, or as authorized by the employee:](#)

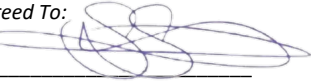

- [The names, addresses, telephone numbers, wireless telephone numbers, electronic mail addresses, social security numbers, and dates of birth of all employees covered by this Agreement.](#)

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**SECTION 4.6: 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 \(15\)~~ \[thirty \\(30\\)\]\(#\) calendar days of receiving the audit from the Union.](#)

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## ARTICLE 5: UNION RIGHTS

### SECTION 5.1: ACCESS TO PREMISES


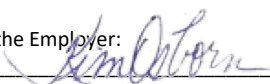
A duly authorized representative of the Union may visit the premises of the Employer for Union business concerning employees covered by this Agreement, so long as the Union Representative notifies the Facility CEO or ~~his/her~~ their ~~A~~ authorized agent at least three (3) hours prior to the visit. ~~For visits which require immediate attention, the representative shall notify the Employer upon their arrival.~~ Upon arrival at the facility, the Union Representative will notify the Administrator or other person in charge. Notification is not necessary for short visits to drop off materials, etc. The Union representative shall have access to any bargaining unit employee in the non-work and non-resident areas, so long as it will not interfere with employee performance or disrupt residents or guests. The Union agrees to provide the Employer with a list of representatives, advocates and officers and to maintain the list in current status.

### SECTION 5.2: ADVOCATES AND EXECUTIVE BOARD MEMBERS

#### SECTION 5.2.1 ADVOCATES

The Union shall designate up to four (4) representatives as ~~a~~ A advocates and may designate additional alternate advocates from among employees in the bargaining unit. The Advocate will be recognized by the Employer upon written notification by the Union. An Advocate shall be permitted time off with pay to attend a meeting with management concerning grievances or labor relations matters. Upon completion of the meeting, an Advocate will report back to their supervisor. In the event the Employer is not able to schedule the meeting, such as a disciplinary ~~action~~ meeting, during the Advocate's regular scheduled day, the Advocate will be paid for a minimum of two (2) hours at their usual pay rate. Unless otherwise agreed to by the Employer,

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other Union business shall be conducted only during non-working time and shall not interfere with the work of other employees.

The Union shall be allotted up to three (3) shifts of paid release time ~~in each facility~~ annually for Advocate Training. Sufficient advance notice shall be provided to the Employer to ensure adequate staffing levels on the date of the training.

An Advocate may communicate with the Union office by telephone during working time after first obtaining the permission of their immediate supervisor or other representative of the Employer. Such permission shall not be unreasonably denied. The Union office may communicate with an Advocate during working hours by telephoning the Advocate’s immediate supervisor or department manager. Such calls to an advocate shall be limited to two (2) calls per day of ten (10) minutes in duration.

**SECTION 5.2.2 UNION EXECUTIVE BOARD MEMBERS**

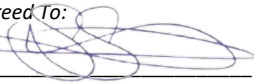
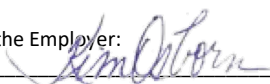
Subject to appropriate advance notice and scheduling requirements, up to one (1) employee from the bargaining unit that are serving as Union Executive Board Members shall be granted unpaid time, except that an employee may choose to utilize any earned paid time off (i.e. vacation), to attend the Union Convention. The Union will provide the Employer written notice of any bargaining unit employees serving as a Union Executive Board Members.

**SECTION 5.3: PERSONNEL FILES**

Each employee shall have access to their personnel file. The employee may view this file in the presence of a management representative ~~upon request~~. Files must be made available within seventy-two (72) hours of the employee’s request for the purpose of viewing their personnel

**Commented [K01]:** Employees can request to view their file and a member of management will be present during viewing.

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file ~~in the presence of management~~. This time is exclusive of weekends or recognized holidays. References to other person(s) found in any file(s) may be omitted for confidentiality if not forming a basis for discipline. Employees will be given the opportunity to provide a written rebuttal, to be placed in their file, to any materials that are a part of their file.

Employees may request a copy of their personnel file. Requests for copies of the employee file must be presented in writing to the Employer. Copies of employee personnel files will be provided within five (5) business days of an employee’s written request. Copies of employee personnel files can only be requested ~~one time~~once per calendar year.

**SECTION 5.4: BULLETIN BOARD AND INFORMATION**

The Employer shall allow the Union to provide a bulletin board no larger than three (3) feet by four (4) feet that shall be used for the purpose of posting Union notices. The parties further agree not to post or distribute any material, which comments in any way upon the other, which is false, or inconsistent with the spirit of mutual collaboration inherent in this Agreement. The Union agrees that upon request, the Employer shall be provided with a copy of all such notices.

~~The Union will be provided with one locker in the employee breakroom to store membership forms, copies of the contract, Union contact information, and other union materials.~~

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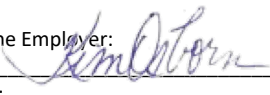
**SECTION 5.5: ACCESS TO NEW BARGAINING UNIT EMPLOYEES/NEW EMPLOYEE ORIENTATION**

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In the interest of promoting the Labor Management Partnership, the Employer shall provide access to new employee orientation (NEO) meetings to explain Union membership, the contract and other Union business.

The Union requires all employed Bargaining Unit members to attend a NEO within their first

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month of hire. As such, 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. The Employer and the Union will use their best efforts to establish a mutually agreed upon fixed NEO location, date, and time.

The Union portion of NEO meetings shall be a minimum of thirty (30) minutes. Union Representatives will make arrangements with the Employer to conduct the union orientation for new hires on a mutually agreed upon regular schedule, scheduled by the Employer.

Employees changing from non-represented to represented positions may will be invited to attend NEO meetings.

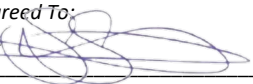

The Employer agrees to provide a positive image of the Union and Union representation and shall remain neutral with regard to Union membership. The Union agrees to present a positive image of the Employer.

~~The Employer shall provide the date and times of NEO meetings and shall provide the names of new bargaining unit members at least three (3) days in advance.~~

In the event scheduling does not allow a representative of the Union to attend the orientation, a Union Representative or Advocate will be allowed thirty (30) minutes to meet with each new employee during the new employees' work shift.

New employees participating in the NEO shall be paid for that time. Member Advocates conducting orientation shall be paid for that time.

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If in-person Union participation at orientation is not feasible due to lack of notice or any other reason, the Employer shall make available methods of communication such as web-based video conferencing within one week-month of the new employee(s) date of hire. The Employer shall provide the platform(s) necessary for such video conferencing (i.e. computer, internet access and application). The parties shall agree on the platform prior to the meeting.

### SECTION 5.6: ALL STAFF MEETINGS

When the Employer holds its regularly scheduled All Staff or Departmental meetings at the facility, a Union Representative or Advocate shall be allowed to address the Bargaining Unit for up to **five (5) minutes**. The Employer will provide the Union Representative and Advocate with notice of All Staff or Departmental meetings at least two (2) weeks in advance.

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### **SECTION 5.6 WRITTEN NOTICES**

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

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Tentatively Agreed To:

For the Union:

Date:

12 November 2024

For the Employer:

Date:

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## ARTICLE 6: NO DISCRIMINATION


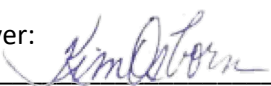
### SECTION 6.1: GENERAL PROVISIONS

No employee or applicant for employment 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 employee or applicant covered by this Agreement on account of race, ethnicity, language, color, religious creed, national or tribal origin, lawful political affiliation, disability (as defined by the Americans with Disabilities Act, as amended), being a victim of domestic violence, stalking or sexual assault, sexual orientation or perceived sexual orientation, gender, gender identity or perceived gender identity, gender expression, age, marital status, veteran's status (as defined by USERRA) or any protected class protected by law.

### SECTION 6.2: PRIVACY RIGHTS AND THE DEPARTMENT OF HOMELAND SECURITY

The Union is obligated to represent all Employees without discrimination based upon national or ethnic origin. The Union is therefore obligated to protect Employees against violations of their legal rights occurring in the workplace, including unreasonable search and seizure. The Employer is obligated to comply with all applicable federal, state and local regulations in addition to operating within all parameters and specific conditions set in their private compliance agreement with federal state and local regulatory officials. To the extent permitted by law, the Employer shall notify the Union as quickly as possible, if any D.H.S./I.C.E. agent contacts the facility to enable a Union representative or attorney to take steps to protect the rights of workers. Additionally, to the extent permitted by law, the Employer shall notify the Union immediately upon receiving notice from the D.H.S./I.C.E., or when an SSA audit of worker records (for any purpose) is scheduled or proposed and shall provide the Union with any list

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<i>Tentatively Agreed To:</i>	
For the Union: 	For the Employer: 
Date: <u>28 May 2024</u>	Date: <u>11/21/2024</u>


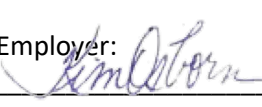
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received from such governmental agencies identifying Employees with documentation or Social Security problems. To the extent permitted by law, the Employer shall not infringe the privacy rights of Employees, without their express consent, by revealing to the D.H.S. any Employee's name, address or other similar information. To the extent permitted by law, the Employer shall notify the affected Employee and the Union in the event it furnished such information to the D.H.S. To the extent permitted by law, the Employer may provide paid or unpaid leaves of absences for any worker who requests such leave in advance because of court or agency proceedings relating to immigration matters as outlined in its Employer Policies and consistent with all state and federal leave requirements. The decision of whether to grant the leave and the maximum duration of the leave shall be determined in the Employer's sole discretion. To the extent permitted by law, workers shall not be discharged, disciplined, suffer loss of seniority or any other benefit or be otherwise adversely affected by a lawful change of name or Social Security number.

**SECTION 6.3: FINANCIAL HISTORY**

During the hiring process, the Employer shall not ask any questions about an applicant's financial history, including evictions, housing liens, credit score, or bankruptcies. The Employer may not conduct a credit check, or otherwise access an applicant's consumer report or any other information about an applicant's personal finances or housing. The Employer also may not inquire about an employee's financial or housing history during employment. If the Employer learns about any of these factors, the Employer may not discriminate or take adverse action in response.

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<p><i>Tentatively Agreed To:</i> For the Union: </p> <p>Date: 28 May 2024</p>	<p>For the Employer: </p> <p>Date: 11/21/2024</p>
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## ARTICLE 7: DEFINITIONS

### SECTION 7.1: PROBATIONARY EMPLOYEE

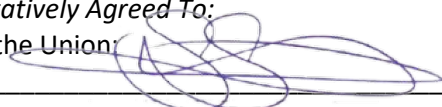
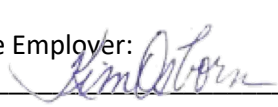
All employees covered by this Agreement who are hired or transferred into a covered classification on or after the effective date of this Agreement, whether or not previously employed by the Employer shall be subject to an initial probationary period of ninety (90) days.

The Employer in its sole discretion may elect to extend this initial probationary period for up to an additional ninety (90) days. ~~Such explanation~~The extension must be presented to the employee and the Union in writing, along with a written explanation of the reason(s) for the extension. The Employer shall not unreasonably or arbitrarily extend an initial probationary period beyond the initial ninety (90) days. Seniority shall not accrue to employees during their initial probationary period. However, upon successful completion of the initial probationary period, all employees 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.

~~Transferred employees shall be subject to a secondary probationary period. All transferred employees that do not complete their new probationary period may elect to return to their previous position, provided that they have completed a total of at least ninety (90) days of employment in a classification (s) covered by this Agreement.~~

Employees in their initial probationary employees may be ~~terminated~~disciplined or discharged during their probationary period at the discretion of the Employer without recourse to the Grievance and Arbitration Procedure. Employees who transfer to a new position may be disciplined or discharged~~terminated~~ by the Employer for just cause and shall have recourse to the Grievance and Arbitration procedure.

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Transferred employees will undergo a trial period of thirty (30) calendar days shall be subject to a secondary probationary period. All Any transferred employees that do not successfully complete the trail period complete their new probationary period may elect to return to their previous position, provided that they have completed a total of at least ninety (90) days of employment in a classification (s) covered by this Agreement.

This trial period will not be considered a new probationary period.

### **SECTION 7.2: REGULAR FULL-TIME EMPLOYEE**

The terms “regular full-time employee” and “regular full-time employees” refer only to employees employed and who are regularly scheduled to work thirty (30) hours or more per week.

### **SECTION 7.3: REGULAR PART-TIME EMPLOYEE**

The terms “regular part-time employee” and “regular part-time employees” refer only to employees employed and who are regularly scheduled to work less than thirty (30) hours per week, but at least twenty (20) hours per week.

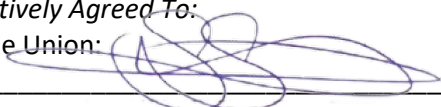
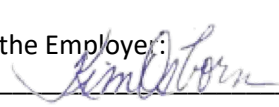
### **SECTION 7.4: INTERMITTENT EMPLOYEE**

An intermittent, on-call, PRN or Per Diem employee is one with no regular schedule, but who works intermittently, depending on the availability of work, at minimum one (1) shift per three (3) months if called by Employer.

### **SECTION 7.5: BENEFIT ELIGIBILITY**

All regular full-time, part-time and Per Diem/Intermittent employees are eligible for benefits as specified in this Agreement or otherwise described in the Employer’s Handbook or Employer’s Benefits Guide.

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**ARTICLE 8: SENIORITY**

Seniority shall be defined as an employee’s length of continuous uninterrupted service with the Employer in the bargaining unit, commencing with the original date on which the employee first began work in a bargaining unit position at Colfax of Cascadia or its predecessors.

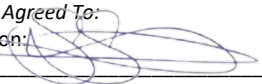
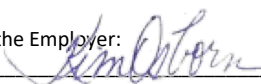
An employee's classification seniority shall consist of the length of time an employee has worked continuously in a specific job classification within a department.

Seniority shall not accrue ~~to during the~~ initial ~~evaluation probationary~~ period. ~~employees during the probationary period.~~ However, at the successful completion of the initial 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 Employer within the bargaining unit covered by this Agreement.

Seniority shall be the determining factor in all layoffs, recalls, transfers within the building to a new department or classification, promotions, transfer to vacant positions, ~~demotions~~, and assignments to work in accordance with the relevant articles in this Agreement. An updated bargaining unit seniority list will be posted by the Employer at three (3) month intervals by department. Seniority shall be broken when the following has taken place:

1. The employee has resigned
2. The employee has been discharged for just cause
3. The employee has been laid off for more than six (6) months
4. The employee has failed to return from a layoff or recall within ~~seven (7)~~ fourteen (14) days after being notified, ~~or~~

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- 5. Has been off the job through illness and/or injury for more than one year
- 6. Unapproved failure to report to work at the expiration of a leave of absence pursuant to this Agreement.

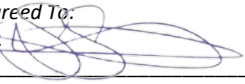

An Employee whose seniority is lost for any of the reasons outlined above shall be considered as a new Employee if the Employer again employs them. An employee who is re-hired within 3 months of their separation date will retain their rate of pay or be placed on the appropriate step of the wage scale, whichever is greater.

~~Employees who transfer from one Cascadia facility to Colfax of Cascadia will have their date of service honored for PTO accrual and wage, unless the PTO accrual and/or wage is increased by working at Colfax of Cascadia, in which case their PTO and/or wage will be at the rates determined by this Agreement. Such employees will be considered new employees as defined in this Article.~~

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It shall be the responsibility of the Employee to keep the Employer informed of their present address and telephone number and to notify the Employer, in writing, of any such changes within two (2) weeks of the date of change.

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## ARTICLE 9: LAYOFF AND LOW CENSUS

In the event the Employer finds it necessary to reduce its staff by laying off workers, it shall notify the Union and affected employees 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 first in the affected classification(s) and shift.

Upon request, the Employer and the Union will meet and negotiate the impacts of the reduction.

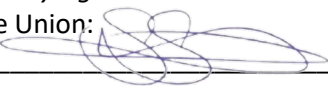
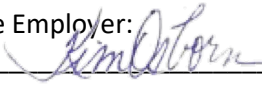
### SECTION 9.1: BUMPING

An employee whose hours are being cut or who is being laid off may fill any vacant position or displace a less senior employee in any bargaining unit job classification within the same department, provided that they have the qualifications to do the job. An employee who is displaced in a layoff or has hours reduced shall also have bumping rights. A laid off employee may combine the jobs of two (2) less-senior employees in the same classification, provided there is no conflict in schedule. Bumping does not apply to low census situations.

### SECTION 9.2: RECALL

In case of recall, the Employee who was laid off last is to be recalled first to the position they held of highest seniority, provided such employee is qualified to perform the job or jobs in their classification to be filled through recall. Recalls for periods of less than four (4) days for emergencies are excluded from the application of seniority.

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In case of recall after a layoff, the Employer shall notify the employee of their recall in writing by certified mail, return receipt requested, at the last address furnished to the Employer by the Employee. The Employer may also call the employee at the last phone number furnished by the employee. ~~or by telephone call, verified by a letter as above, and employ the employee subject to the above limitations provided they~~ Employees must report and are ~~be~~ available for work by not later than fourteen (14) calendar days from receipt of the recall notice. A copy of the letter shall be sent to the Union.

**SECTION 9.3: NOTICE OF LAYOFF**

Regular Employees shall be entitled to fourteen (14) calendar days’ notice of layoff.

**SECTION 9.4: FACILITY CLOSURE**

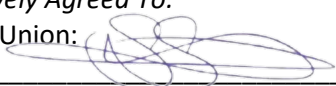
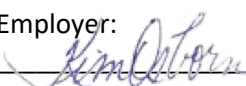
In the event of a facility closure, the Employer will follow the requirements of the federal WARN legislation (or subsequent state legislation), providing notice to residents, employees and the Union in writing.

**SECTION 9.5: LOW CENSUS DEFINITION**

Low census shall be defined as a decline in patient care requirements resulting in a temporary staff decrease. Reductions of hours due to low census do not have any notice requirements. After the schedule is posted, in the event the Employer reduces the workforce in a job classification on a given shift due to low census, scheduled hours will be reduced in the following order:

- First Cut: Agency Personnel
- Next Cut: Employees working in overtime pay condition
- Next Cut: Employees working a scheduled extra pickup shift which will result in overtime

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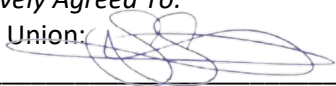
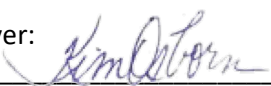
during the pay period

- Next Cut: Volunteers
- Next Cut: Employees working a scheduled extra pickup shift which will not result in overtime during the pay period
- Next Cut: Intermittent or on-call employees
- Next Cut: Non-voluntary rotational cut of full-time and part-time employees in a job classification on the affected shift, starting with the lowest seniority in the department. Assignments of low census days shall be rotated among the staff in affected departments so that no employee in a department working on that particular day shall be required to take a second low census day until all employees in the department working that day have taken a low census day.

Nothing herein shall authorize the employer to schedule its employees as “low census” in advance, requiring them to be available for work on their scheduled day off or to remain available for work until the start of the shift. Employees sent home for low census are not required to be available for the remainder of the shift, unless verbally agreed to by the employee and employer.

The reduction in hours may be spread in smaller increments among all the employees on an effected shift (i.e., all receive a one-hour reduction in scheduled shift). If the reduction requires individual employees to be reduced by a full shift, after all employees in a department working have taken a low census day then the rotation will begin again with the least senior employee. An employee who volunteers to take a low census day shall be regarded for the purpose of rotation to have been assigned that day as a low census day. Nothing herein shall limit the

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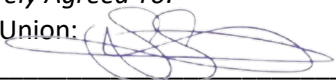

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number of low census days an employee may accept as a volunteer. Low census days shall be without compensation. Employees subject to low census may elect to utilize earned vacation benefits which are otherwise available for scheduling.

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## ARTICLE 10: HOURS OF WORK, OVERTIME, SCHEDULING, MEAL AND REST PERIODS, PAY PERIODS, AND PAY DAYS

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### SECTION 10.1: NORMAL WORK WEEK

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.

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 10.2: OVERTIME

A regular day's work shall generally consist of eight (8) hours, excluding the meal period. Overtime shall be paid for all actual hours worked in excess of forty (40) in one week in accordance with Federal Fair Labor Standards Act (FLSA) and state law. Any work performed in excess of forty (40) hours per week, for bargaining unit employees, shall be paid at the rate of time and one half (1 1/2). For the purposes of computing overtime pay, the regular rate of pay shall include any applicable shift differential or hourly incentive. Overtime work shall be offered on a departmental seniority basis to bargaining unit employees by classification for open posted shifts before overtime is offered to agency personnel. An employee may decline to respond to a call in on a day off without penalty.

Overtime must be ~~requested and~~ authorized in advance by the employee's supervisor or facility CEO prior to overtime hours being worked. While the Employer retains the right to manage its overtime expenditures, the Employer will not unreasonably reschedule or reassign shifts once the Employer approves an employee's overtime hours.

Employees are expected to work any overtime as requested to meet the needs of the business, unless an employee cannot work overtime due to reasonable extenuating circumstances, e.g. fatigue, family

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care, medical or other previously scheduled appointments which may not be conveniently rescheduled.

~~No overtime shall be worked unless approved in advance.~~

~~Alternate schedules of work consistent with state and federal laws may be established by mutual written agreement between the Employer and the Union. This section applies may apply to work schedules of an individual employee or a department.~~


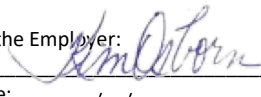
**SECTION 10.23: MEAL AND REST PERIODS**

Except as specified in this section, all employees who work more than five (5) consecutive hours per shift in accordance with Washington State Law, shall receive an unpaid duty-free meal period of at least thirty (30) minutes. Meal periods shall be paid when the employee is required by the Employer to interrupt the meal period in order to work or to remain at ~~a prescribed~~the work site in the interest of the Employer, ~~unless the full thirty (30) minute meal break can be rescheduled.~~ ~~Remaining in the facility in the employee lounge is not a work site.~~ All employees shall be allowed a rest period of not less than fifteen (15) minutes on the Employer's time for each four (4) hours of working time. Rest periods shall be scheduled as near as possible to the midpoint of the work period. During fifteen (15) minute rest periods, employees shall remain at the facility.

**SECTION 10.34: WORK SCHEDULES**

Work schedules shall be posted monthly and shall be posted as early as practical but no later than ten (10) calendar days preceding the first of the month in which the schedule is effective. If electronic schedules are utilized, the Employer will maintain original copies of the schedules distributed to employees. Changes to the posted schedule may be made by the Employer to meet the needs of the business ~~for~~in extraordinary circumstances, including the right to send workers home after the start of their shift. If changes to the schedule are needed, the Employer shall notify affected employees as soon as possible. In the event the change(s) would impact an employee's schedule within two working days,

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the Employer will discuss with the employee their availability to work the changed schedule to determine if the employee is able to work the changed schedule without causing undue hardship to the employee.

~~Work schedules shall be filled by the employee with the longest seniority within the department~~

If an employee wishes to change a scheduled day with another employee, both must sign a written request, and it must be approved by their supervisor. No such changes will be approved if they result in overtime, unless approved by the supervisor.

~~Alternate work schedules of an individual of work consistent with state and federal laws may be established by mutual written agreement between the Employer and the affected employee. The, and the Union will be notified of the agreement. This section applies may apply to work schedules of an individual employee or a department.~~

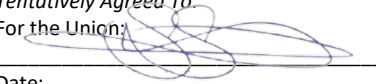
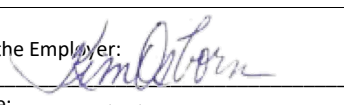
#### **SECTION 10.45: SPLIT OR ROTATED SHIFTS**

No employee shall be required to work a split or mandated rotated shift as part of their regular schedule except by the employee’s own request. If requested to do so by the Employer, an employee may either accept or decline that request without fear of disciplinary action or layoff. For the purposes of this section, a split shift shall be defined ~~as a work schedule where an employee’s shift is divided into two or more distinct work periods separated by a break longer than a lunch break within the same calendar day, as a shift separated into two distinct periods separated by two or more hours working more than one shift within a calendar day.~~ This paragraph does not apply to individuals working on modified duty due to a work-related injury.

#### **SECTION 10.56: AVAILABLE HOURS OF WORK**

Seniority of the employees within the department and classification will be the determining factor in the ~~assignment~~ scheduling of regular full-time and part-time hours by the Employer. Current bargaining unit

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employees will be given preference to agency personnel for all available hours of work.

**SECTION 10.67: AVAILABILITY OF EXTRA SHIFTS**

**10.7.1 OPEN SHIFTS KNOWN AT THE TIME THAT THE SCHEDULE IS POSTED**

To ensure shift coverage and quality care, the Employer shall use the following steps to cover any open/unassigned shifts when the monthly work schedule is posted.

The Employer will fill ~~the~~ extra shifts ~~that become known to Employer at least seven (7) days known~~ in advance ~~of that shift~~ by posting a list of open shifts, with space for Bargaining Unit Employees to sign up for those shifts. If more than one Bargaining Unit Employee signs up for the same shift, then that shift will be assigned to the competing Bargaining Unit Employee in rotating departmental seniority order. If no Bargaining Unit Employee signs up for the shifts at least three (3) days prior to the shift, such shifts shall first be offered to qualified Bargaining Unit Employees in rotating departmental seniority order, with the following consideration: the Employer will make all reasonable efforts before calling off-duty employees at home. The Employer will maintain a log (available upon request) documenting its efforts to contact off-duty Bargaining Unit Employees, then the Employer may assign those shifts through the method below: Part-time and on-call employees desiring additional hours up to full time shall notify the Department Head in writing. Subject to the employee’s ability to do the work and availability, part-time Employees will be offered additional straight time hours on a temporary basis, in seniority order before intermittent, on-call, or non-bargaining unit employees are utilized.

Employees who sign up for an extra shift may be bumped from ~~that~~ shift with at least twenty-four hours’ notice if the Employer is able to fill the shift with a newly hired ~~regular~~ Intermittent, Part-time or full-time employee.

**10.7.2: SAME DAY STAFFING NEEDS**

It is understood that for same day call offs or same day unanticipated overtime work, the Employer may

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~~choose among volunteers currently at work, and then off duty employees who respond to an Employer text message or other communication announcing an open shift. The Employer will follow seniority per Article 8 of this Agreement.~~

~~For section 10.7.1, the Employer will give priority **in the following order** to ~~intermittent, part-time and full-time~~ ~~full-time and part-time employees over on-call staff or agency personnel~~. For section 10.7.2, priority will be given to the first employee to agree to pick up the shift **before offering to agency personnel**.~~

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**SECTION 10.7.8: NEW WORK SHIFT(S)**

If the Employer wishes to change the rotation of ~~a shift~~ the schedule for a classification of employees, or wishes to change the duration of the shifts, the Employer must notify employees and the Union at least fourteen (14) ~~thirty (30)~~ days in advance of the potential change. If requested to do so, the Employer will meet with the Union and employees to discuss the rationale for the proposed changes, consider alternatives to the changes being considered, and ensure the quality care of residents.

**SECTION 10.8.9: PAY PERIODS AND PAY DAYS**

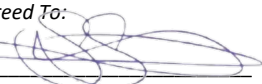
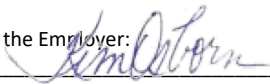
Employees will receive pay every other Friday, as specified in Appendix ~~X~~B. When a payday falls on a bank holiday, employees will be paid on the preceding business day.

Payroll information provided to employees by the Employer shall be provided in a format that is clear and easily understood to a reasonable person.

**SECTION 10.9.10: PAYCHECK ERRORS**

Should an employee discover an error in their paycheck, due to no fault of their own, greater than ~~twenty-five (\$25.00)~~ one hundred twenty five dollars ~~(\$25)(\$100)~~, the Employer shall correct the error as soon as possible but no later than three (3) business days after the error was presented. If the error is less than ~~twenty-five (\$25.00)~~ one hundred twenty five dollars ~~(\$25)(\$100)~~, the error will be corrected on the next paycheck.

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## ARTICLE 11: EMPLOYMENT PRACTICES

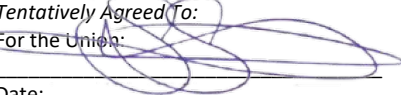

### SECTION 11.1: JOB DESCRIPTIONS

The Employer shall maintain job descriptions for all positions covered by this Agreement. Upon employment, the Employer shall provide a job description to ~~an~~ the 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 upon request, including and will provide any modifications or revisions of such job descriptions as they occur. 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. ~~The Employer may not change the name of the position to effectively remove the employee(s) from the bargaining unit.~~ Employees will only be required to perform the duties of one job description per shift.

### SECTION 11.2: VACANCIES AND JOB POSTING

A vacancy is defined to mean any regular full-time or part-time job opening at the facility 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. Vacant bargaining unit positions on a given shift will be posted at the worksite on a designated space for at least five (5) calendar days to give current qualified employees on other shifts or departments the opportunity to apply for the open position. The posting will include the department, classification, shift, relevant education, experience, skills, or other qualification requirements for the job vacancy. If the Employer has openings for more than one job in the same classification, only one job posting is required which will indicate the number of positions available, with any noted differences. Employees apply for the position by notifying their supervisor in writing. All Employees who apply for a vacant position will be notified that their application is being considered. Due to the nature of their intermittent schedule, intermittent employees who are seeking part- or full-time employment in their current job classification will notify their Employer of their desire to become a part- or full-time employee and this notice shall be retained by the Employer in lieu of an

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application at the time of the posting.

Seniority of current qualified employees will prevail in selection for shifts or positions if all other qualifications are met. The Employer may recruit applicants concurrently from outside the Bargaining Unit during the internal posting time and if no bargaining unit ~~employee member~~ is qualified per the job description or accepts the offered position, the Employer may hire from the outside pool.

**SECTION 11.3: EMPLOYEE INSTRUCTIONAL ORIENTATION**

Employees will be provided a basic orientation program which will include instructional sessions and work on the job. The objective of the orientation is to familiarize the employee with the duties and responsibilities of the job. In general, employee instructional session orientations will be three days. ~~New NACs will be assigned to work with an experienced NAC for a minimum of two (2) shifts. two 2~~ All new employees will be assigned to work with an experienced employee in the same classification department for a minimum of two (2) shifts. Additional time needed to train or orient new employees with experienced aides is at management discretion. for a minimum of six (6) shifts at management discretion. For the purpose of the Instructional Orientation, the new employee will not be assigned to the floor, to their own hall (aka: floor, daily assignment, etc.).

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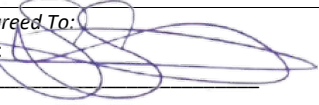

**SECTION 11.4: IN-SERVICE EDUCATION**

An in-service and/or Continuing Education program will be maintained by each department. In-service trainings will be scheduled at least ~~one (1) week~~ ten (10) days in advance. Attendance at mandatory in-services will be paid at the appropriate rate of pay.

If the Employer uses an online platform for Continuing Education, the employer will offer training computers to employees onsite. Employees may also opt to complete online courses offsite. Offsite hours will be paid for the duration of the course.

~~The Employer will establish a Skills Fair once annually.~~

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## ARTICLE 12: DISCIPLINE OR DISCHARGE FOR JUST CAUSE

### SECTION 12.1: DISCIPLINARY PROCEDURE


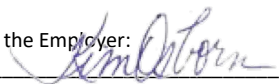
The Employer shall have the right to maintain discipline and efficiency of its operations, including the right to discharge, suspend or discipline an employee for just cause. The Employer endorses a policy of progressive discipline for just cause. The purpose of progressive discipline is to correct an employee's behavior and not intended to be punitive in nature. Prior to issuing a disciplinary action, the Employer shall attempt to meet with the employee to gather facts surrounding the incident; and shall conduct a proper investigation prior to issuing a disciplinary action.

An employee may be subject to immediate dismissal or suspension based on an egregious offense. In addition, the Employer may skip steps in the progressive discipline process based upon the seriousness of the offense in accordance with the provisions of just cause. Grounds for discipline or discharge, including immediate discharge, are set forth in the Employer's Employee Handbook. [Notice of employee discharge will be provided to the Union within two \(2\) business days via email with a copy of the discharge form, memo or letter provided to the employee.](#)

Information requested by the Union on behalf of an employee in administration of the Agreement which involves direct patient information shall be provided only after de-identification of protected health information, in accordance with the HIPAA Privacy Rule, has been completed.

A Union Field Representative or Advocate may meet and discuss any disciplinary action of a Union member with the Employer. Employees shall be notified by the Employer of their right to request Union representation, prior to any disciplinary meeting, or meeting that may lead to discipline. Employees may elect to have an Advocate or Union Representative present at any meeting with the Employer that may lead to discipline, ~~so long as the Advocate or Representative is readily available, and the presence of the Advocate or representative does not interfere with the operational needs of the Employer.~~ [If a Union Representative or Advocate is not readily available, the meeting will be reasonably delayed, if](#)

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circumstances allow, until such time that the employee can seek representation. The employee will be provided with the phone numbers of the Advocates and Union Staff Representative to arrange for a meeting with the Employer.

When the Employer requests a written statement prior to an investigation, after an investigatory meeting or in lieu of an investigatory meeting, the Employer shall notify the employee of their right to consult their Union Representative prior to the submission of the statement.

Employees will be provided with a copy of any written notice of disciplinary action at the time it is presented to the employee.

Generally, disciplinary action shall be taken within fourteen (14) calendar days from the date the Employer had knowledge of the information giving cause for the disciplinary action and/or has completed an investigation that results in disciplinary action.

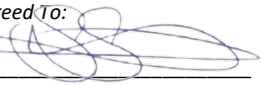
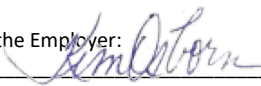
The personnel action form, memo or letter used for disciplinary action shall include the following information, adjacent to the sentence which states that the employee’s signature on the form indicates that the employee has received a copy of the discipline, but the signature does not indicate agreement or disagreement with the content or information which led to the disciplinary action:

“You may have the right to appeal this disciplinary action. For more information, you have the right to contact an Advocate or Representative of SEIU 775. Information about these rights is available at the Member Resource Center at 1-866-371-3200.”

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Employees shall be entitled to place copies of any written explanation(s) or opinion(s) regarding any critical material placed in their personnel file. The employee’s explanation or opinion shall be attached to the relevant critical material and shall be included as part of the employee’s personnel file so long as the critical material remains in the file. Any employee explanation must be furnished within thirty (30) calendar days from the date the critical material ~~is~~was reviewed with the employee.

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**SECTION 12.2: FILE MATERIALS**

A record of disciplinary action shall be removed from an employee's personnel file eighteen (18) months after it was issued, except that if an employee receives a related discipline during the eighteen (18) month period, the original discipline will remain in his or her file until eighteen (18) months have elapsed during which the employee received no related discipline. This provision shall not apply to disciplines issued for resident abuse, resident neglect, sexual or racial or discriminatory harassment, medication errors, or other behavior that violates state or federal law.

**SECTION 12.3: EMPLOYEE SIGNATURES**

No disciplinary information reflecting critically upon an employee except notices of discharge shall be placed in the employee's official personnel file that does not bear the signature of the employee.  
~~Employees shall be advised that an employee's signature confirms only that management has discussed and given a copy of this material to the employee. The employee's signature does not indicate agreement or disagreement with the contents of the material.~~

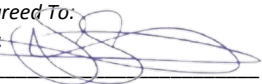

Employees may elect not to sign the personnel action form, memo or letter. If an employee refuses to sign the material, the Employer may place the material in the file. ~~Under these circumstances it will be treated as though the employee did receive the material.~~ The Employer shall place notice in the file that the Employee refused to sign with witness of such refusal signing the material. Refusal to sign the form will not result in further disciplinary action or any other adverse action by the Employer. Under these circumstances it will be treated as though the employee did receive the material.

**SECTION 12.4: INVESTIGATORY SUSPENSIONS**

The Employer may be required to suspend employees due to the nature of an allegation. The Employer shall attempt to complete investigations in a timely and efficient manner. In the event the Employer's investigation takes longer than ~~two (2)~~three (3) business days, the employee will be notified and provided with an expected date for the conclusion of the investigation. Employees suspended pending the outcome of an investigation will be paid administrative leave for the duration of the employee

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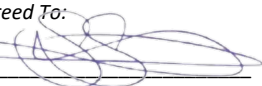
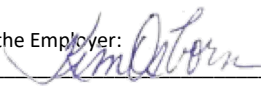
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suspension, if the allegation is determined to be unsubstantiated, regardless of the outcome.

Recognizing the adverse impact on resident care, the Employer agrees that an investigatory suspension shall only be utilized in cases where the employee’s alleged conduct could reasonably warrant discharge.

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## ARTICLE 13: HOLIDAYS

### SECTION 13.1: RECOGNIZED HOLIDAYS

The ~~facility Centers~~ recognizes the seven (7) holidays listed below:

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- New Year's Day\*
- ~~Easter Sunday~~
- Memorial Day
- Independence Day\*
- Labor Day\*
- Thanksgiving\*
- Christmas\*

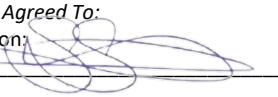
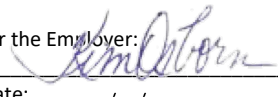
~~All employees who worked a recognized holiday during the bargaining of this contract, before ratification, will be credited and paid retroactively upon ratification holiday wages as described in Section 13.3.~~

### SECTION 13.2: PERSONAL HOLIDAY

~~Full-time employees who have completed one (1) year 90 days 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 carried over from year to year and are not paid out upon termination.~~

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**SECTION 13.32: PAYMENT FOR HOLIDAYS**

Employees will be paid time and one-half at their base hourly wage for all actual hours worked on the above holidays not marked with an asterisk. For all actual hours worked on the above holidays marked with an asterisk, all employees will be paid double time at their base hourly wage. Employees must work their scheduled shift both before and after the holiday in order to receive the time and one-half or double time pay. If an employee does not work their scheduled shift both before and after the holiday worked, the employee will be paid regular time for hours worked on the holiday. The Employer will make an exception for Employee's who are unable to work their shift before or after the holiday due to FMLA or WPFLA qualifying event. Holiday pay (time and one half or double time) will be paid for actual hours worked.

Holidays will be approved on a rotating basis to ensure fair distribution of time off on holidays. The Holiday period runs from 12:00AM until 11:59PM on the actual Holiday.

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**ARTICLE 14: PAID TIME OFF**

**SECTION 14.1: PTO BENEFIT**

The purpose of the Paid Time Off Program (PTO) is to allow each eligible employee to utilize PTO as the employee determines best fits the employee’s personal needs or desires. PTO combines traditional vacation, personal and holiday time into one bank of time off that bargaining unit employees can use at their discretion. Uses include, but are not limited to, vacation, holidays and personal time or illness not covered by the Paid Sick Leave Benefit.

**SECTION 14.2: ELIGIBILITY**

All full-time and part-time employees are eligible for PTO. PTO is accrued upon hire or transfer into a PTO eligible position. Temporary and ~~On-Call~~on-call employees do not accrue PTO, except as defined in this Agreement or under state law.


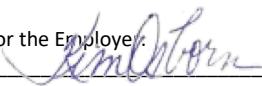
**SECTION 14.3: AVAILABILITY TO USE**

PTO accruals are available for use in the pay period following completion of the initial probationary period of 90 days. PTO may not be taken before it is actually accrued, however, future PTO may be requested and may be approved prior to actual accrual. Once the approved period arrives if the employee does not have enough accrued PTO, they will only be paid the accrued amount available. PTO hours are to be taken in fifteen (15) minute increments.

**SECTION 14.4: ACCRUAL OF PTO**

Accruals are based upon hours actually worked (including overtime hours up to the ~~annual~~ accrual cap rate). Part-time employees will earn PTO hours on a pro-rated basis, according to The employer reserves the right to add to, modify or withdraw this proposal.

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the applicable accrual rate per hour. Length of service is defined as the entire length of time served as an employee of the Employer and predecessor Employer(s) and will determine the rate at which an employee will accrue PTO. PTO does not accrue during unpaid leaves of absences. No PTO hours will accrue beyond the listed maximum accruals. The total annual Paid Leave Benefits shall accrue as follows:

Years of Service	Accrual Rate per Hour	Annual PTO Accrual	Maximum Accrual
Year 1	<u>0.0346</u> <del>0.04230.0231</del>	<u>9 days</u> <del>11 Days6 Days</del>	<u>118 Hours</u> <del>128 Hours88 Hours</del>
<u>Years 2-4</u>	<u>0.0538</u> <del>0.6150.0423</del>	<u>14 days</u> <del>16 Days11 Days</del>	<u>158 hours</u> <del>168 Hours128 Hours</del>
<u>Years 5-9</u>	<u>0.0731</u> <del>0.08070.615</del>	<u>19 days</u> <del>21 Days16 Days</del>	<u>198 Hours</u> <del>208 Hours168 Hours</del>
<u>Years 10+<del>15+ 20</del></u>	<u>0.0923</u> <del>0.09990.0807</del>	<u>24 days</u> <del>26 Days21 Days</del>	<u>228 Hours</u> <del>240 Hours208 Hours</del>
<del>Years 20+</del>	<del>0.0999</del>	<del>26 days</del>	<del>240 Hours</del>

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~~Employees who were hired by the predecessor Employer who had at least one year of service at the facility shall have their PTO accrual adjusted retroactively to May 1, 2022.~~

PTO credits may be accumulated and carried over from one (1) calendar year of employment to

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another up to the designated maximum for the employee's service year.

**SECTION 14.5: SCHEDULED PTO**

PTO used for this purpose will be paid out at the employee's base hourly rate of pay and does not include any shift differentials, premium pay, or other work incentives. PTO is not part of any overtime calculations. Scheduled PTO is requested in advance and is subject to supervisory approval and department staffing needs. PTO must be requested at least five (5) calendar days prior to posting of the upcoming month's schedule. For PTO requests that are more than 15 days before the posting of the monthly schedule, the Employer will provide written notice if the request is approved within ten (10) calendar days. If there are more requests for time off than the Employer will allow due to operational needs, seniority shall determine who is allowed the time off, however, employees who have had PTO approved shall not have that approval rescinded.

**SECTION 14.6: NEGATIVE PTO BALANCE**


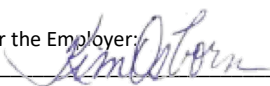
~~Requests for PTO in excess of the employee's available balance are generally not allowed, however, the employee's request may include future PTO accrual.~~

**SECTION 14.6: VACATION AND HOLIDAYS**

Employees shall be eligible to take accrued PTO time for vacation and holidays. The Employer shall not create blackout periods for use of PTO which would not consider the operational needs of the business.

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**SECTION 14.7: PTO CARRY OVER**

PTO hours may be accumulated and carried over from one (1) anniversary year of employment to another up to the designated Paid Time Off Benefit maximum hours- for the employee’s service year.

**SECTION 14.8: PTO OPTIONAL CASH OUT**

Employees with greater than two (2) years of seniority shall be able to cash out, without penalty (100%), accrued but unused PTO, provided that the employee maintains a minimum of (40) hours PTO in their bank. Employees will submit requests for cash-out to the Employer on or before the last business day of the week for the relevant pay period, with no more than five (5) bargaining unit employees cash out requests per pay period based upon seniority, and the Employer will pay the employee their requested balance on the next pay day. An employee can exercise this cash out option no more than twice a year in minimum increments of at least sixteen (16) hours to be paid ~~through~~ on the regular payroll cycle.

**SECTION 14.9: UNPAID TIME OFF**


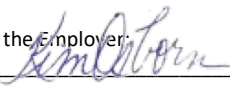
Except for scheduled and approved leave or as listed in this section, before an employee can be granted unpaid time off (UTO), an employee must have used the balance of the employee’s accrued paid time off (PTO). Employees who have exhausted their PTO shall not be unreasonably denied UTO.

**SECTION 14.10: COLLECTIVE BARGAINING**

Employees who attend collective bargaining sessions with the Employer on behalf of the Union may have such time charged as unpaid time off rather than PTO.

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**SECTION 14.11: TARDINESS**

An employee who is tardy will have such time charged as unpaid time off and may not use PTO.

**SECTION 14.12: DISASTER AID**

If the Employer approves an employee’s written request for absence from work to perform volunteer disaster relief service, the employee may use unpaid time off rather than PTO.

**SECTION 14.13: SEPARATION OF EMPLOYMENT (PTO)**

After completion of at least 90 calendar days of continuous employment, upon separation of employment an employee may be eligible for payout of PTO hours earned but not used. PTO payout shall be made at the employee’s base hourly rate of pay at the time of separation. If the employee (1) resigns and gives two (2) weeks written notice or (2) is laid off from employment with the Employer or (3) transfers from a full or part time position to a temporary or on-call position, the employee shall receive a payout of accrued but unused PTO hours. If the employee fails to give two (2) weeks written notice, or if the employee is discharged for cause, the employee is not eligible for payout of PTO.

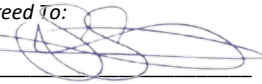

**SECTION 14.14: PAID SICK LEAVE BENEFIT**

A. Eligibility and Paid Sick Leave Benefit: The Employer complies with Washington State’s protected paid sick leave law by providing a protected paid sick leave benefit to all Washington employees to use for:

- a. To care for or seek treatment for themselves or their family member due to mental or physical illness, injury or health condition or to seek preventative medical care;

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<p>Date: <u>12 November 2024</u></p>	<p>Date: <u>11/21/2024</u></p>

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- b. When the employee’s workplace or their child’s school or place of care has been closed by a public official for any health-related reason;
- c. For absences that qualify for leave under the state’s Domestic Violence Leave Act;
- d. To care for an infant, newly adopted child or newly placed child under the age 18 within 12 months of birth or placement of child;
- e. “Family member” is as defined by Washington Paid Sick Leave Law.

B. Year: For the purposes of this policy, the year is based on the employee’s anniversary date.

C. Notice: When reasonably possible, employees must provide the Department Supervisor or designee, a minimum of two (2) hour notice before the start of a scheduled shift.



D. Paid Sick Leave Accrual: Accrual of the protected Paid Sick Leave Benefit starts on the employee’s first day of work and is based on hours worked with the employee accruing one (1) hour of Paid Sick Leave for every 40 hours worked. For example, a typical full-time employee will earn up to 6.5 Sick Days annually.

Paid Sick Leave Hours will be available for eligible employees to use on their 91st calendar day of employment. Up to 52 hours of accrued, unused paid Sick Leave will roll over each year based on the employee’s anniversary date. Protected Sick Leave hours do not have a maximum cap for accrual, annually. Eligible employees include full-time employees, part-time employees and on-call employees.

E. Paid Sick Leave Use: The Employer is prohibited from interfering with the employee’s use of protected Paid Sick Leave they have earned when used for a reason covered by Washington State’s Paid Sick Leave Law. Likewise, the employee will not be disciplined or in any way

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discriminated or retaliated against for lawful use of their earned protected Paid Sick Leave. Employees are not responsible for finding coverage for shifts due to illness or use of sick leave. The Employer shall provide to employees, no less than one time per month, a written notice (paper or electronic) which shows the amount of sick leave the employee accrued since the previous notice, the amount of sick leave used since the previous notice, and the employee’s current unused balance available for use.

F. Healthcare Statements: For absences exceeding three (3) days, the Employer may require verification that an employee’s use of paid sick leave is for an authorized purpose. If the Employer requires verification, verification must be provided to the Employer within a reasonable time period during or after the leave use before the employee’s return to work. The Employer’s requirements for verification may not result in an unreasonable burden or expense on the employee and may not exceed privacy or verification requirements otherwise established by law.

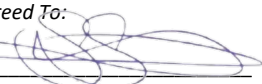
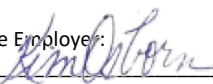
G. Negative Paid Sick Leave Balance: Requests for Paid Sick Leave in excess of the employee’s available balance are generally not allowed.

H. Separation of Employment (Paid Sick Leave Benefit): Paid Sick Leave balances will not be cashed out upon separation of employment, however, if the employee is rehired (12) months, their Sick leave balance will be reinstated in full.

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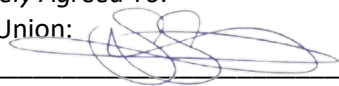

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**ARTICLE 15: RETIREMENT SAVINGS PROGRAM**

The Employer shall provide a 401(k) Retirement Employee Savings Plan for the term of this Agreement. Employees may elect to participate in the Employer’s 401(k) Retirement Savings Plan upon hire or during open enrollment, or for any other qualifying event. The Employer does not currently make any contributions to this program but agrees that it will do so on the same terms and conditions as other Cascadia Healthcare facilities if the employer begins a contribution program.

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**ARTICLE 16: HIRING RATES AND COMPENSATION**

**SECTION 16.1: WAGE SCALE**

The attached wage scale in Appendix A shall be effective ~~May 1, 2022~~the first pay period following ratification. ~~Effective May 1, 2022, employees shall be placed on the appropriate step of the wage scale according to their service at the facility and verifiable related work experience. Future step increases will occur on the first day of the first pay period in January of each year of this contract. During the life of the agreement, all employees whose rates are at the top of or above their respective scale shall receive raises of 2.50% on the first pay period January of each year.~~

The attached wage scale in Appendix B will be effective on the first pay period following the anniversary of the ratification of this Agreement.

For any overscale employee who would not receive an increase by virtue of the adjusted wage scale, that employee shall receive a increase of one-half percent.

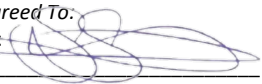
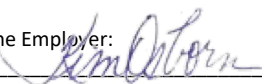
**SECTION 16.2: PLACEMENT OF CURRENT EMPLOYEES**

Employees will be placed on the appropriate step of the wage scale according to their service at the facility and/or verifiable work experience.

**SECTION 16.3: PLACEMENT OF NEW HIRES**

Effective upon ratification of this Agreement all new hires will be placed on the wage scale according to their relevant experience. The Employer may hire new employees on any step of the wage scale, based on verifiable work experience, provided that no newly hired employee

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will be paid a higher wage than current employees who have the same years of experience in the job classification.

Medication Aides shall have their years of experience as a Certified Nursing Assistant recognized for placement on the Med Aide Scale. For example, a CNA with five years of experience hired as a Med Aide will be placed on the 5 year scale of the Med Aide Classification.

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**SECTION 16.4: DEFINITION OF EXPERIENCE**

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/Care, Hospice, or other health care related industry experiences are applicable. For work which may be considered non-direct care (e.g. environmental services, 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.

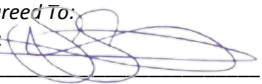

NARs that were denied the opportunity by the Department of Health to take their CNA test during the last three years shall have all of their experience recognized as their total years as a NAR minus one-hundred and twenty (120) days.

Med Aides will have their years of CNA recognized for placement on the Med Aide scale.

**SECTION 16.5: ANNIVERSARY STEP INCREASES**

Employees shall receive the anniversary increase to the next yearly available step on the wage scale in the applicable Appendix on the first day of the pay period following their anniversary date. Employees over scale shall receive a 3% increase on their anniversary.

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**16.2 PLACEMENT UPON HIRE**

Effective upon ratification of this Agreement all new hires will be employed according to the wage scales attached as Appendix A. The Employer may hire new employees on any step of the wage scale, based on verifiable work experience, as determined by the Employer and in accordance with Article 16, Section 1 of this Agreement. Credit for work experience will be given uniformly. No newly hired employee will be paid rate which is higher than an incumbent employee with the same experience.

**16.3 NURSING ASSISTANTS**

If the Employer employs a Nursing Assistant (not certified and not registered) the hire in wage shall be twenty five cents (\$.25) less than the wage rate for a NAC at the designated experience level.

**SECTION 16.46: EXTRA SHIFT BONUS**

**16.46.1 BONUS RATE**


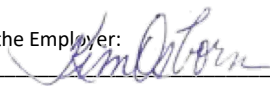
Full time and part time employees working an extra shift or unscheduled hours/portions of additional shifts shall receive a \$45.00 per hour premium in addition to their base rate of pay.

Non-discretionary bonuses (i.e. Extra Shift bonuses) paid in addition to regular compensation will be included for the purpose of calculating overtime.

**16.46.2 BONUS SHIFT POLICIES**

The Extra Shift Bonus will be paid provided the employee adheres to the following policies:

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- The employee works all of their scheduled shifts for the work week in which the extra shift occurs, with the exception of hours/shifts missed due to illness under protected sick leave.
- The employee completes the Extra Shift Bonus Form provided by the Employer and submits it to their supervisor within 48 hours of completing the shift or before the payroll close date, whichever is sooner.

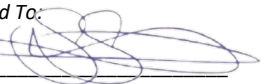

**SECTION 16.75: CONTINUING EDUCATION**

The Employer will pay for continuing education pertaining to maintenance or advancement within bargaining unit classifications, according to its most current policies. Requests for continuing education reimbursement must be made in advance and approved by the Employer. The Employer and employee will mutually agree to payment protocol (e.g., reimburse with receipt, paying in advance, Employer direct billing).

**SECTION 16.68: INCENTIVES**

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, retain current employees, motivate employees to work as needed, encourage safe working practices, or for any other business reason, as long as the incentive program(s) was not specifically bargained for in this Agreement. The Employer will notify the Union in writing of any new or modified incentives and upon request, will meet and confer with the Union to discuss perimeters of new incentive program(s) and/or modifications to current incentives.

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**DIFFERENTIAL 16.79: DIFFERENTIALS**

**16.79.1 SHIFT DIFFERENTIALS**

Nurse Assistant Certified (NAC), Nursing Assistants Registered (NAR) and Restorative AidesAll bargaining unit employees will receive \$0.75/hour for hours worked between 2:00 pm to 10:00 pm. Nurse Assistant Certified (NAC), Nursing Assistants Registered (NAR) and Restorative Aides will receive \$1.50/hour for hours worked between 10:01 pm to 6:00 am

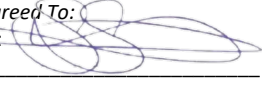
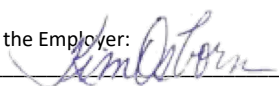
**16.97.32 MENTOR DIFFERENTIAL**

The Employer may designate Mentors from the bargaining unit who are assigned to train and orient new employees to their position, including policies, duties and the facility. Mentors must be in good standing within their role (i.e., no documented disciplinary warnings) and are required to apply for the position of Mentor and must complete Employer-provided training to be designated as Mentors. Once an employee has been assigned Mentor duties, the employee shall receive a differential of one dollar (\$1.00) per hour in addition to their base wage, plus any other applicable differentials for all hours worked as a Mentor. The Employer will designate the number of hours assigned to the Mentor for training and orienting new employees.

**16.97.34: LEAD AIDES**

In any case the Employer establishes a Lead position within the bargaining unit, that employee shall receive a \$2 per hour in addition to their base wage. The Union will be notified when the establishment of the Lead position is contemplated by the Employer. The position will be posted in accordance with the Article 11, Section 11.2 – Vacancies and Job Posting of this Agreement. The Labor Management Committee will make recommendations as to the criteria

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of the Lead position’s hiring process.

**16.97.5 WORKING OUT OF CLASSIFICATION**

If an employee is assigned job duties, in a different job classification that they are qualified, the employee will be paid the Hire Rate (as listed on the Wage Scale) for the hours worked in that job classification if the amount is greater than their regularly assigned job classification wage rate.

**16.79.6 SHOWER AIDES**

NACs assigned to work any shift for which their primary responsibility is to shower and/or bathe residents, the employee shall receive an additional seventy-five cents (\$ 0.75) per hour, plus any applicable differentials.


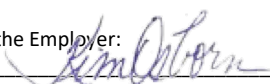
**16.79.57 STACKING**

Employees shall be eligible for all wage differentials provided in this section for which they qualify, and such differentials shall stack.

**SECTION 16.109: NURSING CERTIFICATION/LICENCE/PERMIT REIMBURSEMENT**

All regular full-time and part-time Certified Nursing Assistants (CNAs or NACs) after one year of service shall be reimbursed for the total cost of their license renewal. The facility CEO may require documentation that the payment has been made to the Washington Department of Health, and that the license has been renewed.

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**16.10 LICENCES**

All other regular full-time and part-time employees, after one year of service, shall be reimbursed for the total cost of their license/permit/certificate renewal if the license/permit/certificate is required employment condition of their classification.

The Facility CEO may require documentation that the payment has been made to the appropriate department, and that the license has been renewed.

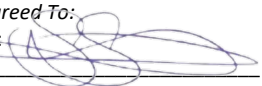
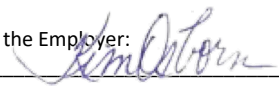
**SECTION 16.611: MINIMUM WAGE ADJUSTMENT**

The Base hourly pay rate for any job classification covered by this Agreement shall be at least ~~fifteen (\$0.15)~~ **twenty-five cents (\$0.25)** per hour greater than the Washington State minimum wage. If the Washington State minimum wage is raised above the applicable base hourly wage rate shown in the above wage scales, the affected base hourly wage rates will automatically be increased by the amount necessary to maintain those base rates at least **twenty-five cents (\$0.25)** ~~\$0.15~~ above the minimum wage rate. Steps above the base wage rate subject to such increases applicable to the affected job classifications will be recalculated to maintain the affected wage scale's then existing percent difference

**SECTION 16.7: WAGE ADJUSTMENTS**

~~The Parties shall have an option to reopen the contract after July 1, 2022, and before September 30, to bargain over wage adjustments. This section is specifically intended to negotiate over adjustments to Washington State's Low Wage Equity Program within the terms of the Wage Equity Funds guidelines (Article 25 – Term of the Agreement and Reopener). This option relies on the Employer's ability to demonstrate that all funds associated with the Wage~~

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~~Equity Funds guidelines have been appropriated to both parties to the Union’s satisfaction.  
During this reopener, Article 21 – No Strike No Lockout shall be in effect.~~


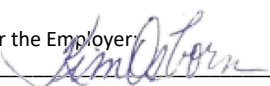
**SECTION 16.8: REPORT PAY**

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. 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 16.9: TRAVEL ALLOWANCE**

All employees shall be eligible to receive sixteen (\$16.00) dollars per day if they travel greater than 30 miles one way from home to work and eight dollars (\$8.00) per day if they travel between 15-30 miles one way from home to work. All eligible employees must complete the Travel Allowance Mileage Form and submit each pay period in accordance with the deadline set by the facility, in order to receive the travel allowance. The deadline to submit the Travel Allowance Mileage Form shall be within two pay periods of the last day of the pay period that the miles were driven.

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## ARTICLE 17: INSURED BENEFITS

The Employer will offer Health, Dental and Vision Insurance Plans, subject to the conditions set forth below.

The Employee-only premium contribution increase cannot exceed 15% per year.

Employees may participate in the Employer’s dental insurance plan at his/hers/thier own expense. The Parties agree that the terms and conditions of the Article (including benefits offered, plan design, employee premiums and plan carrier) may be modified by the Employer.

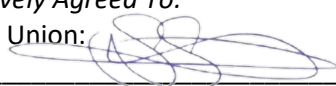

The Employer will advise the Union if it is planning to make any changes to the healthcare benefits at least ninety (90) days prior to doing so, and, upon request from the Union the parties shall meet to discuss the changes within 30 (thirty) days from the date of the notification of changes.

Employees will be provided summaries of benefits and coverages.

Should a new state or federal health insurance program be adopted, the Employer and the Union shall communicate and discuss how, if at all, the program impacts the terms and conditions of this Agreement.

~~Employees will be provided summaries of benefits and coverages. 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, benefits and requirements to join. The parties acknowledge that the employer is not required to join a Taft Hartley plan, however, will remain open to joining the plan to meet the stated vision of quality and affordable healthcare.~~

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## ARTICLE 19: GRIEVANCE PROCEDURE

### SECTION 19.1: INTENT

It is mutually agreed by the parties that it is desirable to resolve disputes as quickly as possible, at the lowest possible level (immediate supervisor, Department Head). Employee representatives are recognized as being equal to management within the context of their representational role and duties. It is understood and agreed that in the case of a dispute, employees must “work-first-grieve-later” and ~~should~~ Advocates ~~or~~ and Representatives should advise ~~grievant~~ employees of this responsibility.

### SECTION 19.2: DEFINITION OF A GRIEVANCE

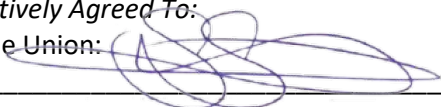
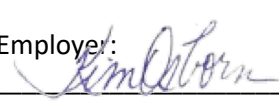
A grievance shall be defined as an alleged violation or interpretation of the provisions of this Agreement, and/or Employer Policy and/or applicable law. Any grievance filed shall refer to the provision (s) ~~or provisions~~ alleged to have been violated and shall include available facts pertaining to the alleged violation (s). ~~To provide for the mutually satisfactory settlement of questions involving the interpretation and application of this Agreement, the procedure hereinafter set forth shall be followed.~~

The differences or disputes over the application or interpretation of this Agreement, Employer Policy and/or applicable laws will be adjusted as outlined in Section 19.4 of this Agreement.

### SECTION 19.3: GRIEVANCE TIME LIMITS

Time limits set forth in the following steps may only be extended by mutual consent of the parties. Employees may, at their sole discretion, be represented by an Advocate or Union representative at any step of the grievance procedure. Failure of the Employer to comply with time limits set forth in the grievance procedure shall result in the grievance being automatically elevated to the next step of the grievance procedure without any action necessary on the part of the employee or the Union, provided, however, arbitration must be specifically requested by the Union. Failure of an employee to file a grievance on a timely basis or to timely advance a grievance in accordance with the time limits set forth in the grievance procedure will constitute a formal withdrawal of the grievance by the employee and the

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Union, unless an extension of the deadline has been mutually agreed upon.

#### SECTION 19.4: GRIEVANCE STEPS

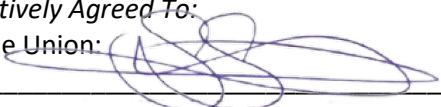
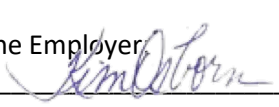
A grievance shall be submitted to the following grievance procedure:

**Step 1:** The complaint must generally be presented in writing to the Department Head within fifteen (15) calendar days from the date of the event giving rise to the concern, or the date the event became known or should have been known. This step may be waived by mutual written consent of the parties. The parties shall meet within ~~five~~ seven (7) ~~(5) business~~ calendar days unless extended by mutual agreement. The Department Head or designee will respond within fifteen (15) calendar days of the Step ~~One~~ One meeting to ~~affected employee(s)~~ the grievant and the appropriate Advocate or Union Representative, unless the Employer, making a reasonable effort to research the issue, notifies the grievant and Advocate or Union Representative in writing of reasonable cause existing for further delay. ~~The Step 1 response will settle the matter, unless appealed to Step II. If a reply fails to bring about a~~ satisfactory settlement, the matter shall then be referred to Step Two.

**Step 2:** Grievances referred to Step Two shall be presented in writing by the employee's Advocate or Union Representative to the Facility CEO within fifteen (15) calendar days of the Step ~~One~~ One response. The parties shall meet within ~~five (5)~~ seven (7) ~~business~~ calendar days unless extended by mutual agreement. The ~~administrator~~ Facility CEO shall have fifteen (15) calendar days in which to reply to the Advocate or Union Representative, unless the Facility CEO, making a reasonable effort to research the issue, notifies the grievant and Advocate or Union Representative in writing of reasonable cause existing for further delay. If a reply fails to bring about a satisfactory settlement, the matter shall then be referred to Step Three ~~within fifteen (15) days thereafter.~~

**Step 3:** Grievances referred to Step Three shall be presented in writing by the employee's Advocate or Union Representative to the Human Resources Business Partner or their designee within fifteen (15) calendar days of the Step Two response. The parties shall meet within seven (7) calendar days unless extended by mutual agreement. The Human Resources Business Partner or their designee shall have

*The Union reserves the right to add to, modify or withdraw this proposal.*

<p>Tentatively Agreed To:</p> <p>For the Union: </p> <p>Date: 28 May 2024</p>	<p>For the Employer: </p> <p>Date: 11/21/2024</p>
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fifteen (15) calendar days in which to reply to the Advocate or Union Representative, unless the Human Resources Business Partner or their designee, making a reasonable effort to research the issue, notifies the grievant and Advocate or Union Representative in writing of reasonable cause existing for further delay. ~~discussed by the Employer's designated representative and the Representative of the Union within fifteen (15) calendar days of escalation unless extended by mutual agreement.~~

~~If not resolved satisfactorily within fifteen (15) calendar days thereafter, the matter shall then be subject to arbitration as hereinafter provided.~~

The Step Three response will settle the matter unless appealed to mediation (if applicable), or arbitration.

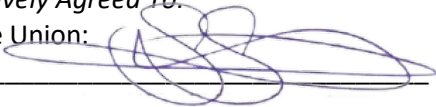

### **MEDIATION (OPTIONAL)**

Mediation may be mutually agreed upon by the Union and the Employer to resolve grievances following Step ~~Two~~Three. A mediator shall be selected by mutual agreement of the Employer and the Union within fifteen (15) calendar days of advancement of a grievance to mediation, from a list of trained mediators provided by the Federal Mediation and Conciliation Service ~~by mutual agreement~~. The mediator shall hear the presentation of the grievance within fifteen (15) calendar days or as soon as all parties are reasonably able to do so and shall issue a recommendation that day or on a timely date mutually agreed to by ~~both~~all parties. Should the mediation resolution be unacceptable to the Union, the Union shall reserve the right to proceed to arbitration.

### **ARBITRATION**

If the grievance is not resolved on the basis of the foregoing, the Union may submit the issue to standard arbitration by notifying the Employer of its intention to pursue the grievance to arbitration by so notifying the other party within thirty (30) calendar days of the Union's receipt of the written response per the preceding step. By mutual agreement, the parties may opt for expedited arbitration. In the event the parties fail to agree upon an arbitrator, both parties agree that the Federal Mediation and Conciliation Service shall be called upon to provide a list of seven (7) regional arbitrators from which the

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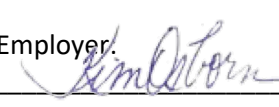
<p>Tentatively Agreed To: For the Union: </p> <p>Date: 28 May 2024</p>	<p>For the Employer: </p> <p>Date: 11/21/2024</p>
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arbitrator will be selected by the parties by alternately striking names until only one name remains. The first strike shall be determined by a coin toss. The arbitrator's decision shall be final and binding on all parties. The arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement. They shall be authorized only to interpret the existing provisions of this Agreement as they may apply on the specific facts of issue in the dispute. Each party shall bear one-half (1/2) of the fee of the arbitrator and any other expenses jointly incurred incidental to the arbitration hearing. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expenses of witnesses called by the other party.

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<p>Tentatively Agreed To: For the Union. </p> <p>Date: 28 May 2024</p>	<p>For the Employer. </p> <p>Date: 11/21/2024</p>
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## ARTICLE 25: TERM OF AGREEMENT

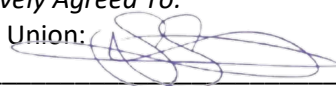

### SECTION 25.1: DURATION OF AGREEMENT

This Agreement shall be effective upon ratification and shall remain in full force and effect unless amended by mutual written agreement of the parties through ~~March~~ August ~~October~~ 31, ~~2024~~2026, and year to year thereafter provided, however, that either party may serve written notice on the other at least ninety (90) days prior to the expiration date, or subsequent expiration anniversary date, of its desire to amend any provision hereof.

### ~~SECTION 25.2: RE-OPENER DURING TERM OF AGREEMENT~~

~~The Parties shall have an option to reopen the contract after July 1, 2022, and before September 30, to bargain over wage adjustments. This section is specifically intended to negotiate over adjustments to Washington State's Low Wage Equity Program within the terms of the Wage Equity Funds guidelines (Article 16 – Term of the Agreement and Reopener). This option relies on the Employer's ability to demonstrate that all funds associated with the Wage Equity Funds guidelines have been appropriated to the Union's satisfaction. During this reopener, Article X – No Strike No Lockout shall be in effect.~~



*The Union reserves the right to add to, modify or withdraw this proposal.*

<p>Tentatively Agreed To:</p> <p>For the Union: </p> <p>Date: <u>12 November 2024</u></p>	<p>For the Employer: </p> <p>Date: <u>11/21/2024</u></p>
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The Union Proposes Current Contract Language for the following Articles:

- Preamble
- Article 2 – Management Rights
- Article 3 – Labor Management Committee
- Article 18 – Leaves of Absence
- Article 20 – Severability
- Article 21 – No Strike
- Article 22 – Subcontracting
- Article 24 – Health and Safety

*The Union reserves the right to add to, modify or withdraw this proposal.*

<p><i>Tentatively Agreed To:</i> For the Union: </p> <p>Date: 25 June 2024</p>	<p>For the Employer: </p> <p>Date: 11/21/2024</p>
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## **ARTICLE X: COLLECTIVE BARGAINING AGREEMENT TRAINING**

The Parties will schedule an in-person joint CBA Training at the facility within sixty (60) days of the ratification. The Parties will use their best efforts to include representatives from the Employer, SEIU 775, and Union Advocate(s), to be facilitated by the Union and the Employer.

The Parties will invite a representative from any subcontractor providing subcontracting services to participate when contracted by the Employer. The one-time training session will be completed in one (1) hour. ~~The Employer will compensate up to two (2) 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.

*The Union reserves the right to add to, modify or withdraw this proposal.*

<p><u>Tentatively Agreed To:</u> For the Union:  Date: 11 June 2024</p>	<p>For the Employer:  Date: 11/21/2024</p>
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