Collective Bargaining Agreement

between

SEIU 775

and

Avamere

Effective October 1, 2024 – September 30, 2026

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ARTICLE 1: RECOGNITION

The Service Employees International Union, Local 775, (hereinafter referred to as "the Union") and Avamere Skilled Advisors, LLC, (hereinafter referred to as "the Employer"), collectively referred to as the "Parties", have entered into this collective bargaining agreement (CBA), effective October 1, 2024. The Parties further recognize and acknowledge the ongoing association of the separate employers listed here:

- Avamere at Pacific Ridge, L.L.C. D/b/a Avamere at Pacific Ridge. L.L.C ("Pacific Ridge"), located at 3625 East B Street Tacoma, WA 98404;
- Avamere Rehabilitation at Ridgemont D/b/a Avamere Rehabilitation at Ridgemont L.L.C., ("Ridgemont"), located at 2051 Pottery Avenue, Port Orchard, WA 98366;
- Avamere Georgian Rehab L.L.C. d/b/a Avamere Transitional Care of Puget Sound ("Puget Sound"), located at 630 S Pearl St, Tacoma, WA 98465; and
- Vancouver Operations L.L.C. D/b/a Avamere Rehabilitation of Cascade Park ("Cascade Park"), located at 801 SE Park Crest Ave, Vancouver, WA 98683.

The Parties agree that each listed employer is to associate with the other employers for the purpose of recognizing the Union as the exclusive and sole bargaining representative of a single bargaining unit, as provided for under federal labor law regarding multi-employer bargaining, for the job classifications identified in this collective bargaining agreement, which is presently utilized and employed at each of the separate employers. All facilities are represented in this agreement.

SECTION 1.1: PRESENT BARGAINING UNITS

The bargaining unit includes all regular, full-time, part-time and on-call/Per Diem service and maintenance employees, including employees in the following job classifications:

Certified Nurse Assistants (Aides and Orderlies), Nursing Assistants, Restorative Aides, Shower Aides, Hospitality Aides, Certified Medical Assistant (Med Tech), Activity Assistants, Cooks, Dietary Aides, Maintenance Assistants, Transportation, Bus Drivers, Housekeeping and Laundry Aides; also, any other service and maintenance workers' classifications established where eligibility remains consistent with the National Labor Relations Act (NLRA) shall be included.

The bargaining unit excludes all other employees, including professional employees, technical employees, licensed practical nurses, registered nurses, business office clerical employees, department managers, receptionists, agency employees, confidential employees, guards, and supervisors as defined in the NLRA.

SECTION 1.2: ADDITIONAL RECOGNITION INFORMATION

The parties note that the Employer does not employ Housekeepers or Laundry Aides at Pacific Ridge, Heritage, Bellingham, and St. Francis. To the extent such worker classifications exist at Employer's workplace, they are employed by a subcontractor of the Employer that recognizes the Union as the sole and exclusive bargaining representative of such employees. In the event the Employer, during the life of this Agreement, employs the classifications listed in this paragraph, it shall recognize the Union as the sole and exclusive bargaining representative of such employees. When the Employer hires a new Bargaining Unit Employee, it shall advise that employee in writing, that there is an Agreement with the Union. This notice shall quote the union security and check-off provisions of this Agreement.

ARTICLE 2: PROACTIVE LABOR RELATIONS

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

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

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

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

ARTICLE 3: UNION MEMBERSHIP AND VOLUNTARY ASSIGNMENT OF WAGES

SECTION 3.1: UNION MEMBERSHIP

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

retaining a copy for the Employers records.

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

SECTION 3.2: ELECTRONIC SIGNATURE

The Employer shall accept confirmations from the Union that the Union possesses electronic records of such membership and/or Committee on Political Education (COPE) 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 give full force and effect to such authorizations as "written authorization" for purposes of this Agreement.

Notifications of Dues, COPE, or other voluntary deduction updates will be sent via a monthly spreadsheet uploaded by the Union for the Employer's review on a secure platform used for exchanging information.

SECTION 3.3: DEDUCTIONS AND REPORTING

SECTION 3.3.1: TIMING OF DEDUCTIONS AND REPORTING

The Employer will send all deductions and reporting to the Union monthly, no later than seven (7) days following the second pay date in each month.

SECTION 3.3.2: DUES DEDUCTION AND REMITTANCE

Upon voluntary signed authorization by a worker and a statement from the Union of the dollar amounts due for each worker, the Employer agrees to deduct the Union dues or fair share/representation fee from the pay of each member of the Union who executes such an authorization form. The amount to be deducted shall be in accordance with the Union's dues and fee structure. Dues and fees will be transmitted to the Union via ACH transfer in accordance with the timeline established in Section 3.3.1. If ACH deposit is unavailable, the Employer will remit the deduction by check payable to the Union and sent via a carrier that

includes tracking services on the check, and the tracking number will be shared with the Union upon request.

SECTION 3.3.3: COPE AND OTHER VOLUNTARY DEDUCTIONS

Upon receipt of a written COPE or other voluntary authorization of the employee, the Employer agrees to deduct from the pay of each employee a voluntary amount designated by the employee. COPE and other voluntary contributions shall be remitted simultaneously with Union dues as described in Section 3.3.1. Upon request, the Employer will provide a description of the amounts in each payment for Dues and COPE.

SECTION 3.3.4: NAMING CONVENTIONS FOR TRANSMITTED FILES

The Employer shall use a consistent naming convention for all roster and reporting files transmitted to the Union. The format shall be: "Employer-Location-ReportType-PayPeriodEndDate". For example, "Avamere-CascadePark-DuesReport-20240630". The Employer shall use consistent column heading text in all financial and roster reports for the fields listed in Section 3.4.5. Both the file naming conventions and column headings can be modified upon prior notification and mutual agreement of the Employer and the Union.

Exhibit X will serve as the agreed upon format effective upon ratification of this agreement.

SECTION 3.3.5: BARGAINING UNIT INFORMATION

The Employer shall collect and provide to the Union a list of all employees covered by this Agreement in accordance with the timeline established in Section 3.3.1. The list shall include:

- Employee number
- First name
- Middle name
- Last name
- Address
- Home phone number
- Mobile phone number

- Email address
- Social Security number
- Gender
- Pronouns
- Date of birth
- Spoken Language
- Written Language
- Hire Date
- Termination Date (if applicable)
- Rate of Pay
- Pay Period Start Date
- Pay Period End Date
- Pay Date
- Hours Worked Per Pay Period
- Dues Deduction Amount
- Voluntary Deduction Amount
- Gross Pay
- Facility Name
- Job Classification

The sum of the individual Union dues amounts in the Roster shall exactly match the amount of the dues payment(s) remitted to the Union. The sum of the voluntary deductions in the Roster shall exactly match the amount of the voluntary deduction payment(s) remitted to the Union.

If the Dues Report and the Employee Roster provided by the Employer are submitted as separate reports, both reports must: include Employee number, First Name, Middle Name, Last Name, and Social Security Number.

SECTION 3.4: DATA MAINTENANCE

The Union will conduct periodic audits of data related to membership form reconciliation, financial deductions, and BU information. The Employer shall reconcile the audit within sixty (60) business days of receiving the audit from the Union.

SECTION 3.5: DATA SECURITY

In accordance with state and federal law, the Employer and union shall utilize industry standards and procedures for the protection of sensitive and personally identifiable information of each of its employees. This includes names, addresses, telephone numbers, wireless telephone numbers, electronic mail addresses, social security numbers, and dates of birth of all employees covered by this Agreement. The employer agrees to notify the Union if a third party has requested release of any information about the entire bargaining unit, classification, or branch.

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

ARTICLE 4: MANAGEMENT RIGHTS

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

direct the business's policies and methods, subject to this Agreement. It is agreed that the Employer has the sole and exclusive right and authority to determine and direct the business's approaches and methods, subject to this Agreement.

The parties intend the following Management Rights language to satisfy all legal criteria established by the NLRB to allow the Employer to unilaterally make changes to specifically identified terms and conditions of employment. The parties agree that they discussed, to each party's satisfaction, the subjects in this Section during collective bargaining negotiations and that Union clearly and unmistakably expressly waived its right to bargain before the Employer unilaterally changes the following enumerated subjects. Accordingly, during the term of the Agreement, except when such rights are specifically abridged or modified by this Agreement, Union with this grants Employer the right and authority to make changes unilaterally (i.e., without giving Union notice and an opportunity to bargain concerning the decision or impact of the decision) within the following subjects or terms and conditions of employment:

1. To manage, direct and control its property and workforce;
2. To conduct its business and manage its business affairs;
3. To direct its employees;
4. To hire;
5. To assign work;
6. To transfer;
7. To promote;
8. To layoff;
9. To recall;
10. To evaluate performance;
11. To determine qualifications;

12. To discipline;
13. To discharge;
14. To adopt and enforce reasonable rules and regulations;
15. To establish and effectuate existing policies and procedures, including but not limited to a drug\alcohol testing policy and an attendance/tardiness control policy;
16. To establish and enforce dress codes;
17. To set standards of performance;
18. To determine the number of employees, the duties to be performed, and the hours and locations of work, including overtime;
19. To determine, establish, promulgate, amend and enforce personal conduct rules, safety rules, and work rules;
20. To determine if and when positions will be filled;
21. To establish positions;
22. To discontinue any function;
23. To create any new service or process;
24. To discontinue or reorganize or combine any department or branch of operations;
25. To evaluate or make changes in technology and equipment. In the event employees request clarification on the application of new technology or use of new or different equipment, the Employer will meet and discuss the issues with the affected employees;
26. To establish shift lengths;
27. To either temporarily or permanently close all or any portion of its facility or to relocate such facility or operation;
28. To determine and schedule when overtime shall be worked;

29. To determine the number of employees required to staff the facility, including increasing or decreasing that number;
30. To determine the appropriate staffing levels required for the facility, including increasing or decreasing that number; and,
31. To determine the appropriate mix of employees, by job title, to operate the facility.

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

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

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

Supervision and Work Assignments: Employees shall work as directed by supervisory personnel. Under all circumstances, the Employer reserves the right to lawfully establish the

number of employees and the work methods necessary to perform any activity per this CBA.

ARTICLE 5: UNION VISITATION, RIGHTS, REPRESENTATIVES, AND ADVOCATES

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

SECTION 5.1: PROFESSIONAL COURTESY AND BEHAVIOR

The Parties encourage everyone to perform efficiently, courteously, and with dignity when interacting with employees, facility residents, and visitors. The Parties agree that all facility employees, managers, and Union representatives will treat each other with dignity, respect, and courtesy. The preceding principles shall also apply in providing service to patients and visitors. During typical labor relations (e.g., disciplines, the grievance process, LMC meetings, etc.), neither the Union nor the Employer shall use hostile rhetoric in written or verbal communication concerning the mission, motivation, leadership, character, integrity, or representatives of the other. Section 5.1 does not require the Union or the Employer to monitor others' social media.

SECTION 5.2: UNION VISITATION

Official representatives of the Union will be permitted to visit the premises of the Employer for the purpose of ascertaining that the provisions of this Agreement are being observed and/or conferring with workers covered by this Agreement during their nonwork time and in break areas and non-work areas. Such visits shall not interfere with the operation of the nursing home or the performance of the workers' duties and the Union Representative shall inform the Administrator or Director of Nursing of his/her visits prior to entering the nursing home's premises.

The Union will furnish in writing the name of the authorized representatives, and the Employer is obliged only for admission of such authorized representative. The Union will provide at least

one (1) business day's prior notice, or less with mutual agreement, to the Employer, upon which the authorized representative of the Union shall have reasonable access to the Employer's premises. The Employer shall not unreasonably deny access to employee break areas during all working hours for above-stated reasons.

SECTION 5.3: UNION INFORMATION.

The Employer will:

1. Furnish and install at least one (1) bulletin board in each employee break room or facility for posting union notices, with a copy being given to management at the time of the posting. This bulletin board shall be no smaller than three feet by four feet (3'x4'). The Union and the Employer will confer upon the location of the bulletin board.
2. Allow the Union to furnish a binder to be kept in the break room to store membership forms, copies of the contract, Union contact information, and other union materials.
3. Additionally, as space permits, allow the Union to furnish a secure deposit box and a shelf installed by the Employer on the wall of the break room to keep internal Union information including, but not limited to, Union election nomination forms and ballots, grievance forms, membership surveys, etc.

SECTION 5.4: UNION ADVOCATES

The Union shall designate Union Advocates and notify the Employer in writing who the Advocates are and any new Advocates or any change in status of existing Advocates. The Union Advocates' performance of union work shall not interfere with the facility's operation nor the performance of employees' job duties. Union Advocates shall receive their base pay rate for time spent processing grievances and representing Bargaining Unit Employees in meetings with the Employer during Advocates' scheduled hours of employment. Union Advocates shall also receive their base rate of pay for time spent representing Bargaining Unit employees in all meetings where the Employer requested that the Advocate process a grievance or represent a Bargaining Unit Employee outside of the Advocates' scheduled hours of employment. In no

case shall the Employer be required to pay more than one (1) Advocate at a time for such work. A Union Advocate may receive phone calls from union representatives while on work time, in private if requested, not to exceed ten (10) minutes per shift. Such calls shall not interfere with resident care. If Bargaining Unit Employees request time off to attend Advocate training, the Employer will make every effort to approve such requests considering operational needs. Bargaining Unit Employees requesting time off to attend Advocate training will make every effort to comply with the Employer's policy for requesting time off.

SECTION 5.5: NEW UNION EMPLOYEE ORIENTATION ("NUEO")

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

SECTION 5.6: UNION LEAVE FOR IN-PERSON PUBLIC ADVOCACY

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

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

SECTION 5.7: ALL STAFF MEETINGS

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

ARTICLE 6: LABOR MANAGEMENT COMMITTEES

SECTION 6.1: FACILITY LABOR MANAGEMENT COMMITTEE

The Employer recognizes the value of communication and input from its employees. Therefore, to nurture and encourage this communication, a Facility-specific Labor-Management Committee ("FLMC") shall be formed to discuss issues of concern and importance. Each Party may submit items for discussion at a FLMC. The Employer and the Union shall designate their FLMC members, and the FLMC membership may vary from meeting to meeting based on the agenda items or other reasons. The FLMC will be composed of up to three (3) Union representatives and up to three (3) members of management. The FLMC members shall be paid for the time of the meeting. Union field representatives and management representatives may also attend as subject matter experts or guests.

Purpose: The FLMC aims to constructively identify, discuss, and address issues surrounding the quality of resident care and employee safety. The FLMC shall monitor the quality of resident services and make recommendations to improve such services in staffing and workload issues, resident care indices (e.g., falls, bedsores, wound care), and other matters directly bearing on

the quality of care received by the residents. The Parties intend that the FLMC has been established to receive the employees' input only and is not intended to mean or imply that these employees have any management rights about patient care issues. The Employer maintains complete control in this regard. The Employer shall implement those FLMC recommendations that are unanimously agreed upon by the FLMC members when any such advice is consistent with the terms of this Agreement and the Employer's policies.

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

- Resident care
- Training needs
- Staffing levels
- Recruitment
- Retention
- Staff recognition
- Staff morale
- Health and safety
- Facility policies
- Scheduling

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

SECTION 6.2: STATEWIDE LABOR MANAGEMENT COMMITTEE

The Parties will establish a Statewide Labor Management Committee ("SLMC") within ninety (90) days of this Agreement's effective date. The SLMC will be primarily tasked with the following:

- Scheduling quarterly statewide meetings with nursing home staff. The goal of the meetings is to improve communication; fair application of policies, procedures, and contract language; problem-solve how to improve resident care; and address related industry issues.
- The SLMC will be scheduled by Avamere and will be on paid time.
- The SLMC will have an equal number of management and bargaining-unit members.
- SLMC meeting topics will include, but are not limited to, those identified during 2021 bargaining, that are critical to address staffing, turnover, retention, and resident care:
    - Turnover
    - Attendance
    - Scheduling
    - Staffing ratios for CNAs, housekeeping, CMAs and other represented positions
    - Acuity based staffing

- Process improvement and technology
- Policies and procedures that impact the job duties performed by bargaining-unit employees
- Issues related to the long-term care industry that can be addressed at the Washington State Legislature and/or federal level.

SECTION 6.3: NO AUTHORITY TO CHANGE CBA

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

SECTION 6.4: ENFORCEMENT

This Article shall not be subject to the grievance and arbitration procedure of the Agreement except that either party may grieve or arbitrate any failure by the other party to fulfill any Nothing in this section shall limit the Employer's sole and exclusive right to manage the facility.

ARTICLE 7: COLLECTIVE BARGAINING AGREEMENT TRAINING

The Parties will schedule an in-person or virtual joint CBA Training at each facility. The Parties will use their best efforts to include representatives from the Employer, SEIU 775, and each facility-based Union Advocate. Also, the Parties will invite a Health Care Services Group

representative to participate when contracted by the Employer. The one-time training session will be completed in one (1) hour. The Employer will compensate four (4) union members for the scheduled training. The purpose of this training shall be to review language within this Agreement that reflects the following:

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

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

ARTICLE 8: NEUTRALITY AND VOLUNTARY RECOGNITION PROCESS AGREEMENT

It is the intent of the Employer to take a positive approach to the unionization of its nonsupervisory employees. To this end, the Parties agree to adopt the following procedure for determining employee representation issues in Washington. Accordingly, the Employer and the SEIU 775 (the Union) hereby make the following promises and agreements:

1. The Employer and Union recognize that national labor law guarantees employees the right to choose whether or not to be represented by a labor organization to act as their exclusive bargaining representative for purposes of collective bargaining, as well as the right to refrain from engaging in any or all such activities.
2. The Employer agrees that it will not take any action or make any statement that, directly or indirectly, states, or implies any opposition to its employees becoming members of the Union, and that it will not discriminate, interfere with, restrain, or coerce these

employees regarding membership in the Union or participation in activities on behalf of the Union.

3. The Employer agrees not to discipline, discharge or otherwise discriminate against any employee who joined or engaged in lawful activity in support of SEIU or the Employee Free Choice Procedure. The Union will not coerce or threaten employees in an effort to obtain authorization cards.
4. SEIU shall not engage in disparaging campaigns, strikes or other economic action, including picketing, leafleting, disparaging sticker or button campaigns in conjunction with its organizing efforts under this procedure so long as the Employer complies with its obligations under this agreement.
5. The Employee Free Choice Process shall begin when the Union notifies the Employer of its intent to organize employees. The group of employees who comprise the bargaining unit can include all eligible employees. Supervisory, and confidential employees shall be excluded. Within 14 calendar days of notification, the Parties shall meet to discuss any concerns and define the scope of the bargaining unit.
6. The Employer will grant the Union reasonable access to its premises and its employees, provided there is no interference with the conduct of the Employer's business or with the performance of work by the employees during their working hours. Such access shall include the right to post notices on Employer bulletin boards and in employee mailboxes. In addition, at the Parties' discretion, there may be a joint meeting with employees, representatives of the Union, and the Employer at which the Employer will inform employees that it has no objection to employees exercising their right to join or not join a union and there will be no punishment or retaliation against employees who choose to do so. SEIU may also meet with employees during non-work time in non-worksite areas to discuss unionization.
7. Upon the Union's request, the Employer will provide the Union with a list of names, dates of hire, addresses, home and cellular telephone numbers (if available), email

address (if available), classifications and work locations of employees employed in its present or future facilities within classifications that the Union seeks to represent.

8. The Union may solicit authorization cards from employees, at SEIU's expense, through various methods, including meetings and visits to the employees; provided that no such solicitations shall take place during working time and Union representatives shall not approach employees while they are on duty when those employees are performing job related functions. The Union will not coerce or threaten any employee to obtain authorization cards.
9. The Employer agrees to voluntarily recognize the Union upon a showing of majority status, defined as greater than 50.0%, in the designated unit. Proof of majority status shall be based on signed authorization cards or petitions verified, by a mutually agreeable third party. Such third party also will be empowered to resolve any disputes that may arise concerning the signed cards.
10. The Parties will make a good faith effort to bargain contracts in all affected facilities in an efficient and peaceful manner. If a dispute arises concerning contract bargaining, the Parties agree to arrange a meeting between the CEO of the Employer and the Executive Director of the Union to attempt to resolve problems in a manner that will avoid contract terminations, unilateral contract implementations, or strikes.
11. If the Parties are unable to reach an agreement on a first contract for a newly organized worksite/unit after 150 calendar days, then the Union may engage in lawful protected public activity, such as informational pickets, excluding a strike. The 150 calendar day period may be extended by mutual agreement between the Parties.
12. The Employer agrees that the above provisions shall be made equally applicable to any entities under its direction or control, and to all successors or assigns. The Employer further agrees to take all steps necessary to ensure such applicability and to enforce such terms against any such entity, successor or assign in the event of default.

13. If the Employer or the Union fails to comply with any of the obligations set forth above, the Parties agree to submit the matter for expedited; binding resolution by an impartial arbitrator selected pursuant the rules of the American Arbitration Association. The Arbitrator shall have authority to enter an award for full remedial relief including attorneys' fees and arbitration costs.

ARTICLE 9: GRIEVANCE AND ARBITRATION PROCEDURE

SECTION 9.1: INTENT

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

SECTION 9.2: GRIEVANCE DEFINED

A grievance shall be defined as a claimed violation of a specific provision or provisions of this Agreement that is not expressly excluded from the grievance and arbitration procedure. Under this procedure, the Union and the Employer can present a grievance to the other. However, the below procedure is written from the perspective of the Union submitting a grievance to the Employer. The settlement of a grievance by either party shall not constitute a precedent. An employee may be assisted or represented by a representative of the Union at any step in the grievance procedure.

SECTION 9.3: GRIEVANCE TIME LIMITS

Time limits set forth in the following may only be extended by mutual written agreement between the Employer and the Union. A grievance must be filed in writing within thirty (30) calendar days of the event giving rise to the concern or the date the event became known or

should have become known to the employee, whichever is later. Any grievance regarding an employee's termination must be filed as a Step II written grievance within fourteen (14) calendar days of the employee's effective discharge date. Grievances regarding employee compensation shall be deemed to have occurred when payment is made or when the payment was due but not made if that is the contention. Grievances over an employee's eligibility for a benefit shall be deemed to have occurred when the Employer made such an employee benefit eligibility decision. Failure of the Employer to comply with the time limits set forth in the grievance procedure shall allow the employee or Union to advance the grievance to the next step of the grievance procedure within the time frames specified herein. Time limits are important. Failure of an employee or the Union to file a grievance as defined in this Section, in a timely basis, or to timely advance such a grievance, per the time limits outlined in the grievance procedure, will constitute their formal withdrawal of the grievance.

SECTION 9.4: OPEN DOOR POLICY, REPORTING, AND NON-RETALIATION

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

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

The Employer is committed to prohibiting retaliation against those who report or participate in an investigation of alleged wrongdoing in the workplace.

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

SECTION 9.5: GRIEVANCE STEPS

SECTION 9.5.1: STEP 1: GRIEVANCE PRESENTED IN WRITING TO ADMINISTRATOR

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

1. The specific Article(s) of this Agreement alleged to have been violated;

2. A brief factual description of how the specific language of the identified Section(s) has been violated;

3. The date of each alleged violation of the identified Section(s);

4. The specific remedy requested for each alleged violation (i.e., if possible, describe how the grievant will be "made whole in every way");

5. The reason the response in the previous step is not satisfactory when appealing a grievance to the next step; and

6. The names of the grievant(s) and union representatives presenting the grievance.

Violations of other contract Sections cannot be alleged after the written grievance has been

submitted and accepted by the other party.

The Union representative and the administrator shall arrange a mutually agreeable date to meet within fifteen (15) calendar days from the Administrator's receipt of the grievance to review and, where possible, attempt to settle the matter. The Administrator shall provide a written response to the written grievance-within fifteen (15) calendar days following the grievance meeting. The Step 1 response will settle the matter unless appealed to Step 2. The written response will be provided to the employee and the union representative.

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

SECTION 9.5.2: STEP 2: GRIEVANCE APPEAL

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

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

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

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

SECTION 9.5.3: STEP 3: OPTIONAL MEDIATION

If a grievance is not resolved at Step 2, either party may request, in writing, within fifteen (15) calendar days of the Step 2 response or lack of response that the matter proceeds to mediation. The mediation process shall not interfere with the scheduling of an arbitration. Suppose the non-requesting party agrees to engage in optional mediation. In that case, the requesting party shall request a panel from the Federal Mediation and Conciliation Service ("FMCS") or another mediation group agreed to by the parties. The mediator shall be selected by alternate striking from the list until one name remains. The mediator shall have no authority to bind either party to an agreement.

SECTION 9.5.4: STEP 4: ARBITRATION

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

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

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

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

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

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

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

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

6 The parties agree that the arbitrator shall accept a written statement signed by a resident or patient in place of their sworn testimony. Both parties shall have equal access to such written statements. Such documents shall carry the same force and effect as if the resident, patient, or family member appeared to provide live testimony. The parties agree that neither shall call a resident or patient as a witness, and the arbitrator shall not consider the failure of the resident to appear as prejudicial.

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

SECTION 9.6: ADDITIONAL GRIEVANCE ADMINISTRATIVE PROVISIONS

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

Except for a grievance regarding an employee's termination, which will be filed at Step 2 within fourteen (14) calendar days of the discharge, all other grievances must be processed through

the procedure above before a request for arbitration is made or honored.

ARTICLE 10: EMPLOYEE RIGHTS AND JUST CAUSE CORRECTIVE ACTION

SECTION 10.1: DISCIPLINE AND CORRECTIVE ACTION

A. The Employer shall have the right to discipline, suspend, or discharge any employee for just cause per the Employer's Policies. Following Article 26: Management Rights, the Employer shall publish an Employee Handbook and Human Resources Policy and Procedures, whose procedures shall not contradict nor contravene the Collective Bargaining Agreement. Probationary employees can be disciplined or discharged per federal, state, and local laws and shall not have recourse to the grievance and arbitration procedure set forth in this Agreement. All disciplinary documents will identify the specific Employer policy(s) supporting Corrective Action.

B. No “verbal counseling” discussion between an employee and a supervisor shall constitute discipline under this Section. Accordingly, no such verbal counseling shall be considered a matter subject to the grievance and arbitration procedures. In contrast, a “verbal warning” shall be accompanied by a written notification in the employee’s personnel file. The verbal warning shall be considered part of the progressive disciplinary procedure.

C. The Employer recognizes the concept of progressive discipline and will endeavor to utilize a progressive discipline response in cases of inadequate work performance or violation of Employers' workplace rules. However, the nature and severity of an offense will permit imposition of disciplinary action at any level of discipline up to and including discharge. In a conflict, this Agreement will precede the Employer's work rules. A Union Advocate, Representative, or another member may represent an employee in any meeting called by the Employer that could reasonably result in disciplinary action,

provided their chosen representative is available.

D. Whenever the Employer takes disciplinary actions against an employee, a copy of such actions will be given to the employee and the Union Advocate per Section 10.6 of this Article. The Employers' policy is that employees sign the disciplinary action copy, which shall constitute only an acknowledgment of receipt and not an admission of guilt. Failure to provide such copies shall not be subject to this Agreement's grievance and arbitration procedures.

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

SECTION 10.2: PROGRESSIVE DISCIPLINE

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

SECTION 10.3: RIGHT TO UNION REPRESENTATION

Discipline shall be imposed only in the presence of a Union Advocate, except in those cases where the Advocate may not be readily available, the employee chooses not to have Union representation, or the infraction for which a suspension or termination is imposed constitutes a very "serious offense" warranting summary action (i.e., assault, attack or threat of physical violence on fellow employees or management representatives, etc.). Bargaining unit employees may elect to be represented by the Union Advocate of their choice, including the Union Staff representative, when possible. The employer will provide the bargaining unit employee with a minimum of one (1) hour notice before the meeting where discipline is being

imposed on the Employee; the bargaining unit employee is responsible for notifying their chosen Union advocate of the meeting. If needed, management will make a good faith effort to accommodate the Union Advocate's work responsibilities. When a Union Advocate is absent in such instances, the Employer will administer discipline, not question the employee, and notify the Advocate as soon as possible of the action taken. The Employer will inform employees of the right to Union representation at the beginning of a disciplinary meeting or investigation. Employees may choose not to have representation.

SECTION 10.4: CORRECTIVE ACTION PROCESS

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

SECTION 10.5: DISCHARGE AND SUSPENSION NOTIFICATION

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

SECTION 10.6: DISCIPLINARY RECORD

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

SECTION 10.7: PERSONNEL FILES

Personnel files are the Employer's property. A Bargaining Unit Employee shall be permitted to examine all materials in their personnel file within three (3) working days of making such a request. The records may be reviewed in the presence of an Employer representative. The Bargaining Unit Employee may request in writing and receive a copy of the personnel files within five (5) working days upon written request. "Working days" shall mean non-weekend/holiday days.

SECTION 10.8: DISCIPLINARY MATERIALS AND EVALUATIONS

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

SECTION 10.9: FORMS

Employee corrective or disciplinary action written communication ("Forms") shall not be

removed from an Employee's personnel file. Yet, such Forms that are more than twelve (12) months old will not be considered by the Employer when contemplating further disciplinary action or when evaluating the job performance of the Employee under the principles of just cause and progressive discipline unless such Forms relate to the Employee's previous discipline for abuse, violence, theft, harassment, or discrimination which shall remain in effect indefinitely.

ARTICLE 11: CATEGORIES OF EMPLOYEES

A regular full-time employee is one who is regularly scheduled to work or normally works a minimum of thirty (30) or more hours a week. After completing the probationary period, regular full-time employees are eligible for benefits as specified in this contract or as otherwise specified in the Employer's Employee Handbook.

A regular part-time employee is one who is regularly scheduled to work or normally works less than thirty (30) hours per week. After completing the probationary period, regular part-time employees are eligible for benefits as specified in this contract or as otherwise specified in the Employer's Employee Handbook.

A casual, on-call 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 a month if called by Employer. Casual, on-call or per diem employees are not eligible for any benefits. In the event a casual, on-call or per diem employee works an average of twenty (20) hours per week over three (3) consecutive months, the casual, on-call or per diem employee may request to be converted to regular part-time employee with a regular or fixed schedule. If a casual, on-call or per diem employee works an average of thirty (30) hours per week over three (3) consecutive months, the casual, on-call or per diem employee may request to be converted to regular full-time employee with a regular or fixed schedule. The Employer shall grant requests within twenty-one (21) days of receiving the request. Employees converted to part-time and/or full-time are eligible for the benefits as specified in this contract or as otherwise specified in the

Employer's Employee Handbook.

A temporary employee is one who is hired as a replacement for a regular employee on an approved leave of absence not to exceed the period of the leave. Temporary employees are not eligible for any benefits. All temporary employees must be informed of their temporary status in writing, including the expected duration of their term.

SECTION 11.1: HEALTHCARE ELIGIBILTY FOR ON-CALL EMPLOYEES

On-call employees who work more than thirty (30) hours per week may become eligible for healthcare benefits provided by the Employer in accordance with the provisions of the Affordable Care Act (ACA) and this Agreement. The cost-sharing of the relevant premium between the Employer and the employee shall be the same as for full-time employees. If an employee's status changes (e.g., a transition from on-call to part-time or full-time), the employee's hours of service shall be re-evaluated in accordance with the provisions of this Article and applicable law. This section outlines the process by which an on-call employee may attain eligibility for healthcare coverage through the use of measurement, administrative, and stability periods, as defined by the ACA.

Lookback Measurement Periods: If a casual, on-call or per diem employee works an average of thirty (30) hours per week (or 130 hours per month) over six (6) consecutive months, the casual, on-call or per diem employee may request the employer to provide healthcare benefits. The lookback measurement period is the five calendar months preceding the date of the request. The lookback measurement period can precede the date of contract ratification if an employee makes a request within 5 months of contract ratification.

Administrative Period: Within 21 days of receiving the request, the Employer shall determine if the employee meets the hours requirements and shall accordingly grant the request if so. The Employer shall have an additional thirty (30) days to enroll the affected employee into the healthcare program they elect.

Stability Period: If an on-call employee is determined to have worked an average of 30 or more

hours per week during the lookback measurement period, the employee shall be considered eligible for healthcare benefits for the duration of a 6-month stability period, regardless of the number of hours worked during the administrative or stability periods.

ARTICLE 12: PROBATIONARY PERIOD

All workers covered by this Agreement who are hired into a covered position on or after the effective date of this Agreement, whether or not previously employed by the Employer shall be subject to a probationary period of ninety (90) days. The Employer in its sole discretion may elect to extend this probationary period for up to an additional ninety (90) days. Such extension must be presented to the worker and the Union in writing. Seniority shall not accrue to workers during their probationary period. However, upon successful completion of said probationary period, all workers shall be deemed to be regular employees covered by the terms of this Agreement and their seniority shall revert back to the date of hire.

Probationary employees may be terminated during their probationary period at the discretion of the Employer without recourse to the Grievance and Arbitration procedure. Corrective actions taken by the Employer must still comply with local, state, and federal, including that probationary employees who engage in protected concerted activity cannot be disciplined or retaliated against for participating in that protecting concerted activity.

ARTICLE 13: SENIORITY

Seniority shall be defined as the worker's length of continuous service with the Employer in the bargaining unit commencing with the date and hour on which the worker first began work in a bargaining unit position. Seniority shall not accrue to probationary employees during the probationary period. However, at the successful completion of the probationary period, the worker's seniority shall be retroactive to their first day of work in the bargaining unit position and shall accrue during his/her continuous employment with the Employer within the

bargaining unit covered by this Agreement. Seniority shall accrue and not be lost during a worker's paid time off (PTO), union leave and during any paid leave of absence, or approved unpaid leave of absence not to exceed twelve (12) weeks, or as required by law.

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

If an Employee transfers to another Avamere facility and continues to work in a bargaining unit position, they shall retain their seniority.

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

- Voluntary quit;
- Discharge;
- Failure to report to work after a Layoff, within three (3) days after receipt of written notice of recall sent by the Employer to the worker at his/her last address of record on file with the Employer or ten (10) days after written notice of recall is sent to the address that was last provided by the worker;
- Absence from work without notifying the Employer, unless reasonable notification could not be given for emergencies, determined on a case-by-case basis at the sole discretion of management and exercised in good faith;
- Unauthorized failure to report to work at the expiration of a leave of absence pursuant to this Agreement; Taking employment elsewhere during the period of a contractual leave of absence without the express consent of the Employer unless on layoff.
- Accepting a position with the Employer in a non-bargaining unit category, such as a supervisory or managerial role.

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

worker after the loss of seniority shall not be subject to the grievance and arbitration provisions of this Agreement.

If an Employee returns to an Avamere facility within 6 months of leaving the facility, they will retain the seniority they had accrued prior to their departure. Seniority will not accrue for any period of time they were not working for Avamere.

ARTICLE 14: SUBCONTRACTING

Both parties also understand that for the Employer to satisfy the demands of its residents and to successfully operate the facility, contracting and\or subcontracting of bargaining unit work may be necessary from time to time.

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

If, in the future, the Employer seriously contemplates subcontracting of bargaining unit work, it shall discuss the matter with the Union prior to making its final decision. It is agreed that the use of registry or agency personnel as a supplement to the workforce or use of employees from a different facility affiliated with Avamere Health Services or Avamere Skilled Advisors does not constitute contracting out. The Employer will make its best effort to use regular employees first, before the use of registry personnel; however, the decision to use a subcontractor shall be solely that of the Employer, which may make the decision in its sole discretion.

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

Should subcontracting any work covered by this Agreement in the future, the Employer shall subcontract work to persons, firms, or companies meeting not less than the terms and

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

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

SECTION 14.1: INSOURCING NON-CAREGIVER WORKERS

If the Employer terminates an agreement with a subcontractor, it shall "insource" any previously subcontracted Bargaining Unit Employee(s) in accordance with the following principles:

- The Employer shall directly hire as many impacted employees as possible into open positions for which the employees are qualified or can be retrained to do with minimal training.
- The Employer shall honor the experience of impacted employees.
- The Employer shall abide by all state and federal laws and regulations.

ARTICLE 15: STAFFING AND SUPPLIES

The Employer shall provide adequate staff and supplies for employees to perform their job duties. Employee(s) who have concerns about staffing, availability/quantity of supplies or medical equipment, or workloads on a given shift, day, or unit, or on an ongoing basis, are encouraged to speak directly with their supervisor.

The supervisor must respond to hazardous conditions, unreasonable staffing or supply insufficiencies, or safety issues in the work environment within a reasonable period of time.

The employee(s) may present staffing concerns to the Labor-Management Committee. The LMC should include the concern in its regular conversations about staffing solutions. In order to make any LMC discussions about staffing solutions as data-driven as possible, the Employer shall provide the Union – only if the Union requests it – the staffing and acuity levels specific to each facility and department over at least the previous eight months.

Additionally, the LMC should maintain meeting minutes, including notes regarding concerns raised by employees about staffing issues. Meeting minutes and notes should be used to inform decisions made by the LMC about staffing policies and practices in the facility.

ARTICLE 16: HOURS OF WORK, OVERTIME, SCHEDULING, MEAL AND REST PERIODS, PAY PERIODS, AND PAY DAYS

SECTION 16.1: 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. If the Employer operates the nursing home(s) covered by this Agreement on an eight (8) and eighty (80) schedule it may continue that schedule. Consistent with applicable law, the Employer may institute twelve (12) hour shifts with overtime after forty (40) hours per week. Changes in the scheduling or alternative shifts shall be bargained with the union. Changes of schedules shall not result in the reduction of the current amount of scheduled hours that an employee is working.

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

SECTION 16.2: OVERTIME

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

SECTION 16.3: WORK SCHEDULES

SECTION 16.3.1: GENERAL SCHEDULING

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

Employee work schedules, inclusive of training schedules, shall be posted as early as practical but no later than the 20th day of the month preceding the month on the schedule. Where the employer uses a digital scheduling system, the posted paper schedule must match the digital system schedule.

Once work schedules are posted, the Employer must give Bargaining Unit Employees fourteen (14) days' notice if changes are to be made to the schedule, unless affected Bargaining Unit Employees approve changes. This Section does not apply where:

- Additions to hours are necessary pursuant to Section 13.3.2 of this Article, or
- Reductions in hours are necessary pursuant Section 13.4 Reduction of Hours

If a Bargaining Unit Employee wants to make a schedule change or request time off after the schedule is posted, the Bargaining Unit Employee needs to submit the change or requested days off by the end of the 25th of the prior month. The Employer may not be able to accommodate the requested changes after the schedule is posted.

When an employee requests an absence at least 24 hours in advance and that absence is approved by the DNS or Administrator, that absence will not be considered cause for counseling or other disciplinary action. If a worker wishes to change a scheduled day with another worker, both must sign a written request, and it must be approved by their supervisor. Changes which result in overtime, must be approved by a supervisor.

If a Bargaining Unit Employee who reports to work when on the posted schedule is not needed by the facility, they will receive work and/or pay for two (2) hours of their shift.

SECTION 16.3.2: ADDITIONAL HOURS

The Employer may request that employees work extra shifts as necessary to meet operating requirements. In the event extra shifts are requested, the Administrator or the Administrator's designee shall utilize Bargaining unit employees before use of agency or Avamere float pool employees and use the volunteer procedures below in the order in which they appear:

1. The Employer shall fill extra shifts that become known to the Employer 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 Seniority order (once a Bargaining Unit Employee has received a shift in this manner in a given month, then that Bargaining Unit Employee shall go to the bottom of the list for receiving such assignments in all months.)
2. If a Bargaining Unit Employee is at work and the extra shift is within the Employee's classification, the Employee will be asked. Bargaining Unit employees will be asked in rotating Seniority order.
3. Bargaining Unit Employee volunteers will be asked beginning with the most senior qualified employee, including those that may not currently be at work, but are available and qualified to perform the work.

If there are no volunteers to perform the work, the Employer may fill the position from any available source. The Employer will maintain a log (available upon request) documenting its efforts to contact off-duty Bargaining Unit Employees.

SECTION 16.4: REDUCTION OF HOURS

During temporary periods of low census, the Employer shall reduce hours in the following manner:

The Employer may eliminate full shifts. The Employer may also shorten the length of the work shift of one or more Employees per department, per shift.

The Employer shall first cancel the shifts of contract agency workers, workers from other Facilities, Avamere float pool workers, and temporary workers.

The Employer shall then ask for volunteers who wish to reduce their hours. Requests for volunteers shall be rotated among the staff on the affected shift with the most senior employee asked first. An employee who volunteers to take a low census day goes to the bottom of the list.

Nothing herein shall limit the number of low census days an employee may accept as a volunteer.

If there are no volunteers, and the Employer is going to cancel a full shift or reduce hours, it will then cancel the shift or reduce the hours of employees on extra shifts in order of Seniority. If there is still a need to reduce hours, it will cancel shifts or reduce hours in rotating seniority order, starting the rotation with the least senior employee working the shift and progressing to the most senior employee on that shift.

Before eliminating shifts of a Bargaining Unit employee, the Employer shall ask the Bargaining Unit employee if they would prefer to take the shift of an agency worker or Avamere float pool employee to prevent having hours reduced.

Assignments of low census days shall be rotated among the staff on affected shift(s), so that no employee on a shift shall be required to take a subsequent low census day until all employees available on the shift that day have taken a low census day. When the Employer has prior notice of a low census situation, the Employer shall notify affected employees at least two (2) hours in advance of their scheduled shift. Any employee who is designated by the Employer to take a low census day off after reporting for work shall receive a minimum of two (2) hours pay for that day. A Reduction in Hours shall not be considered a Layoff as defined in this Agreement.

SECTION 16.5: CHANGE IN SHIFT OR WORKDAYS

The Employer has the right to, upon twenty-one (21) days' notice, move a Bargaining Unit Employee from one shift, or set of workdays, to another. If, prior to the twenty-one (21) day period, the Bargaining Unit Employee represents in writing to the Employer that the Bargaining Unit Employee will not be able to meet the Employee's child care arrangements, family care arrangements, or educational commitments with the directed change, then the Bargaining Unit Employee will have a total of thirty (30) days from the date the notice was given by the Employer to the Bargaining Unit Employee in order to make that move.

The Employer will not change or alter a Bargaining Unit Employee's shifts or set of work days without a bona-fide business need.

SECTION 16.6: MEAL AND REST PERIODS

The Employer will provide workers who work a full shift with a half-hour unpaid meal period. The unpaid meal periods are considered "hours worked" exclusively for the purposes of calculating the amount of rest periods employees are entitled to in this contract.

The Employer will provide a fifteen (15) minute paid rest period during each four (4) hour half-shift.

During meal or rest periods, employees are to be relieved from all duties. If an employee works through all or part of their meal break, they will be paid for that time. A Bargaining Unit

Employee must be pre-authorized before working the meal break and is required to note the work on the appropriate Employer documentation.

SECTION 16.7: PAY PERIODS AND PAY DAYS

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

ARTICLE 17: VACANCIES AND SHIFT ASSIGNMENTS

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

When a vacancy in a bargaining unit job occurs, the following principles shall apply:

1. Positions shall be posted for five (5) business days for bid by current bargaining unit employees. All job postings shall include classification, shift, and rate-of-pay and minimum qualifications. All job postings will be published through the employer's electronic system. Each week, a list of all available union represented job openings will be posted in the facilities on an employee bulletin board and made available to employees. All interested employees must use the online application process to be considered for an open job posting.
2. The vacancy will first be offered to qualified bargaining unit applicants received in the initial seven (7) day posting. The most qualified bargaining unit applicant as determined by the selection process will be offered the position. Qualifications will be included in the posting as well as the name and contact information of the person to notify if interested in the position.

3. Qualifications being equal, the employee with the most seniority (as defined in Article 13 Seniority) shall be offered the position. The Employer shall proceed through the list of qualified applicants in order of seniority until the position is filled.
4. In the event that no applicant is qualified, no applicant accepts the offered position, or there are no applicants, then the Employer may fill the position as the Employer deems appropriate. This includes filling the position from outside of the bargaining unit.

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

ARTICLE 18: LAYOFF AND RECALL

SECTION 18.1: LAYOFF

In the event the Employer finds it necessary to reduce its staff by laying off workers, it shall notify the Union as expeditiously as possible of its intention and shall inform the Union of the names of the workers who are to be laid off, as well as the effective date of the layoff. In cases of layoff, probationary employees shall be laid off first without regard to their individual periods of employment. If layoffs remain necessary among the remaining workers, the worker with the least seniority shall be laid off. If the Employer provides less than two (2) weeks notice of a layoff to an affected employee, the Employer will provide the affected employee with one (1) week of severance pay at the affected employees base hourly rate.

SECTION 18.2: BUMPING

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

SECTION 18.3: RECALL

Whenever a vacancy occurs, workers who are on layoff shall be recalled with the last person laid off in that job classification being recalled first. Recall shall thereafter continue in reverse order of layoff. Nothing contained herein shall deprive the Employer of the right, at its discretion, to hire a temporary employee for the duration of a worker's contractual leave of absence or for the duration of a worker's absence as a result of sickness, accident, or injury on the job, vacation or any other absence. It shall be the responsibility of the worker to keep the Employer informed of his/her present address and telephone number and to notify the Employer, in writing, of any such changes within five (5) days of the date of any change.

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

SECTION 18.4: SHAREDWORK PROGRAM DISCUSSION

In the event the Employer intends to layoff twenty percent (20%) or more of the bargaining unit employees, the Employer will notify the Union along with employees. Within ten (10) days of receiving the notice, the Union may request to discuss potential opportunity to engage the Washington SharedWork program in order to mitigate the impacts of layoffs on bargaining unit employees and the Employer. The Employer may elect to use the SharedWork program at its sole discretion.

ARTICLE 19: LANGUAGE IN THE WORKPLACE

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

members, and health care professionals, as required to perform the essential functions of their position.

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

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

- Interacting with residents, their families, or anyone acting on a resident's behalf unless the resident's care plan unequivocally expresses a preference for communication in another language. Yet, residents also have a right to communicate in a language they understand. Therefore, if a resident or visitor wants to converse with the staff in a language other than English, employees may do so when they can effectively speak and understand the same common language.
- Promoting the safety of residents or ensuring efficient and effective operations. For example, English is required when communicating with coworkers during emergencies, when discussing patient care, or when discussing or performing teamwork assignments unless all employees involved in the discussion effectively speak and understand the same common language.
- Communicating with supervisors to receive direction and instruction or when supervisors are evaluating an employee's performance, monitoring, and assessing the performance of employees whose job duties require communication with coworkers,

residents, or their families unless all employees involved in the discussion effectively speak and understand the same common language.

To operate safely, efficiently, and per applicable law, the Employer will communicate safety, facility, and security-related materials to employees in English.

Additionally, all team or department meetings related to business operations, safety, and resident care will be conducted in English.

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

ARTICLE 20: NO DISCRIMINATION

SECTION 20.1: GENERAL PROVISIONS

No worker covered by this Agreement shall be discriminated against because of membership in the Union or activities on behalf of the Union. Neither the Employer nor the Union shall unlawfully discriminate for or against any worker or applicant covered by this Agreement on account of race, color, religion, creed, national origin, lawful political affiliation, disability (as defined by the Americans with Disabilities Act as amended), sexual orientation, gender identity or expression, gender, age, marital status, veteran's status (as defined by USERRA) or any protected class protected by law.

SECTION 20.2: PRIVACY RIGHTS AND THE DEPARTMENT OF HOMELAND SECURITY (D.H.S.)

The Union is obligated to represent all workers without discrimination based upon national or ethnic origin. The Union is therefore obligated to protect workers against violations of their legal rights occurring in the workplace, including unreasonable search and seizure. The

Employer is obligated to comply with all applicable federal, state and local regulations in addition to operating within all parameters and specific conditions set in their private compliance agreement with federal state and local regulatory officials.

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

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

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

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

A worker may not be discharged or otherwise disciplined because:

A. The worker (hired on or before November 6, 1986) has been working under a name or social security number other than their own;

B. The worker (hired on or before November 6, 1986) requests to amend his/her employment record to reflect his/her actual name or social security number;

C. The worker (hired on or before November 6, 1986) fails or refuses to provide to the Employer additional proof of his/her immigration status.

ARTICLE 21: EMPLOYEE HEALTH AND SAFETY

SECTION 21.1: ANTI-HARASSMENT

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

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

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

The following are examples of prohibited conduct:

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

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

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

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

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

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

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

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

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

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

SECTION 21.2: REGULAR COVID-19 TESTING

If the Employer mandates regular COVID-19 testing protocols, including testing of asymptomatic employees, testing will be conducted during paid work hours. If for extraordinary circumstances, the Employer requires that an employee test for COVID-19 on a non-work day, the Employer will compensate the employee for one hour at their regular base rate of pay. If the relevant health authorities change their regulations regarding COVID-19 during the duration of this contract, the Parties may meet to discuss this article.

ARTICLE 22: HIRING RATES AND WAGES

SECTION 22.1: CURRENT EMPLOYEES' PLACEMENT ON SCALE

Upon ratification, current employees will be placed on the wage scale in Appendix A. Additionally, as applicable, current employees shall have their relevant experience recognized and shall be placed on the scale based on their previous years of experience. For any employee whose experience exceeds the number of steps on the scale, their rate will be adjusted to the

top of the scale plus two percent (2%) or shall receive an increase of two percent (2%) in the event their rate exceeds the initial adjustment.

Any current employee whose base rate at ratification does not increase by at least seventy-five cents ($0.75) shall be placed on the scale at a rate of at least seventy-five cents ($0.75). No employee shall suffer any loss of pay as a result of this implementation. Upon ratification, current employees will receive retroactive pay dated back to October 1, 2024.

SECTION 22.2: YEARLY COST-OF-LIVING ADJUSMENT

On October 1st of each year for the life of the contract, the Appendix A wage schedule will increase by four percent (4%).

SECTION 22.3: HIRING SCALE

Upon ratification of this agreement, the wage scale in Appendix A will be in effect. Employees will be placed on the scale according to their relevant experience.

In the instance where a new hire would be paid a higher wage than an incumbent employee in the same position with the same or more experience, the incumbent employee shall be adjusted upward.

Any such new hire pay and adjustments may be made only after consultation with the Union.

SECTION 22.4: ANNIVERSARY INCREASES

By April 2025, SEIU and Avamere will fully transition to a new system of administering anniversary increases. This transition will ultimately result in a system that is significantly easier for the Employer to implement: a focal point or once-per-year adjustment to employee step placement as opposed to the current system of administering individual employee anniversary step placement changes.

When an anniversary increase occurs:

- Employees below the last step of the scale: These employees will advance to the next available step on the wage scale in the applicable Appendix.

- Employees already on the last step of the scale or over the scale: these employees will receive a two percent (2%) adjustment to their base wage.

The below schedule of anniversary from the contract ratification date to April 1, 2026 is designed to provide the Employer with a gradual transition to the new system.

SECTION 22.4.1: SCHEDULE OF ANNIVERSARY INCREASES IN 2024

For the remainder of 2024 following contract ratification, anniversary increases will proceed as previously scheduled. Employees shall receive the anniversary increase on the first day of the pay period following their anniversary date.

SECTION 22.4.3 ANNIVERSARY INCREASES IN 2025 AND BEYOND:

Starting in 2025, employees will advance to the next step on the Appendix A wage scale for their job classification on April 1 of each year, unless they were hired between January 1st and March 31st of that year. Employees who are newly hired between January 1 and March 31 will receive their anniversary increase the subsequent April 1 and shall be advised of such.

Thus, on April 1, 2025:

- All employees hired on or before December 31, 2024 shall receive an anniversary increase.
- Employees hired between January 1, 2025 and March 31, 2025 shall not receive an anniversary increase. They will receive their first anniversary increase on April 1, 2026.

Thus, on April 1, 2026:

- All employees hired on or before December 31, 2025 shall receive their anniversary increase.
- Employees hired between January 1, 2026 and March 31, 2026 shall not receive an anniversary increase. They will receive their first anniversary increase on April 1, 2027.

SECTION 22.5: EXTRA SHIFT INCENTIVE BONUS

All employees working extra hours and shifts beyond their regular schedule shall receive a shift

pick-up bonus that amounts to at least three dollars ($3.00) per hour. They will receive this differential plus any other applicable differentials for all hours worked. If an employee has an unscheduled, unprotected absence within the pay period in which the extra hours or shift was worked, the bonus will be forfeited. The Employer will notify the Union in writing of any new or modified incentives prior to implementation and upon request, will bargain with the Union to create and/or clarify perimeters of new incentive program(s) and/or modifications to incentives.

SECTION 22.6: MENTOR INCENTIVES/PRECEPTERS

The Employer, with two weeks notice and with their consent, shall 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 may be 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 two dollars ($2.00) per hour in addition to their base wage, plus any other applicable differentials for all hours worked. Mentors will retain the two-dollar ($2.00) differential while they have a Mentee specifically assigned to them. Mentors shall receive bonuses for each assigned-Mentee who remains employed in their position at 3 months, 6 months, and 1 year from the Mentee's hire date (in the position for which they are designated as Mentee), for at least the amount of three hundred dollars ($300.00) per bonus.

SECTION 22.7: SHIFT DIFFERENTIALS

SECTION 22.7.1: EVENING/SECOND SHIFT DIFFERENTIAL

All employees who work a shift where the majority of hours worked fall between 2:00pm and 10:30pm shall receive a differential of one dollar ($1.00) per hour worked in that shift.

SECTION 22.7.2: NIGHT/THIRD SHIFT DIFFERENTIAL

All employees who work a shift where the majority of hours worked fall between 10:00pm and 6:30am shall receive a differential of two dollars ($2.00) per hour worked in that shift.

SECTION 22.8: SHOWER AIDES AND RESPIRATORY AIDES

Upon promotion, Restorative Aide and Respiratory Aides shall receive at least fifty cents ($0.50) more than their base rate of pay, as reflected in the wage scale.

SECTION 22.9: WAGE ADJUSTMENTS DUE TO WAGE EQUITY BILLS

If the legislature appropriates any funding specifically for wage increases for direct and indirect care workers at Skilled Nursing Facilities, the Employer will implement wage increases in accordance with the legislation. The Employer will engage the union in determining how to distribute the portion of funding identified for relevant union represented positions. Upon the legislature appropriating funds, the Union may notify the Employer of its interest in the distribution of funds to union represented positions. Within 21 calendar days of the Union notifying the Employer, the Employer will inform the union how the employer intends to distribute appropriate funds to represented employees. The Union, upon receipt of the Employer's distribution plan, will have ten (10) calendar days to (1) accept the Employer's distribution plan, or (2) elect to engage in bargaining over the distribution of funds to bargaining unit employees.

Funds identified or appropriated for direct and indirect care workers not represented by the union will not be discussed or bargained with the Union.

SECTION 22.10: COLLABORATION ON MEDICAID ADVOCACY RATE

The Employer and Union agree to work together through the duration of the Contract on mutual concerns affecting nursing facility care and services, including all legislative matters about maintaining the current Medicaid nursing facility statutory reimbursement system to assure the necessary funding levels needed to deliver Medicaid rates paid according to the statutory requirements (e.g., allowable costs).

SECTION 22.11: OFF-SCHEDULE HOURLY WAGE INCREASE

The Union and the Employer agree that wage increases for all workers are critical to recruiting and retaining employees. Accordingly, the Union and the Employer acknowledge that it may be

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

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

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

SECTION 22.12: INCENTIVE PROGRAMS

The Employer may offer employment bonuses at its discretion, such as sign-on, refer-a-friend, extra shift, or pick up a shift. The Facility shall provide such bonuses fairly and equitably and not engage in scheduling favoritism. The Employer may, without acting in a manner resulting in individual favoritism within a job class, implement, modify, or eliminate incentives to hire new

employees, motivate employees to work as needed, encourage safe working practices, or for any other business reason, as long as the incentive programs were not explicitly bargained for in this Agreement. If the Employer implements an incentive program, the Employer shall notify the Union within five (5) calendar days of implementing the program. In addition, the Union may require the Employer to describe its application of the incentive program to verify that it has been implemented fairly and equitably, without individual favoritism.

ARTICLE 23: PAID TIME OFF AND PAID SICK LEAVE UP TO DECEMBER 31, 2024

Bargaining Unit Employees shall be entitled to paid time off each year (in addition to holidays and specific leaves described in Article 28)), pro-rated for part time employees. The parties will continue the paid time off benefit under Sections 23.1 through 23.10 until midnight of December 31, 2024. Thereafter, the Employer will implement a separate Paid Vacation Time and Paid Sick Leave benefit for employees to earn paid time off benefits according to Article 24.

SECTION 23.1: PTO BENEFIT

The Company combines traditional paid “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 23.2: ELIGIBILITY AND PTO BENEFIT

All bargaining unit employees are eligible for the PTO Benefit. Accrual of the PTO Benefit starts on the first day of employment and is based on the employee’s length of service and on hours worked each pay period. PTO hours will be available for eligible employees to use on their 91st calendar day of employment. PTO accrual balances may carry over year to year until the maximum annual PTO accrual is reached the following year based upon the employee’s length

of service. At that point, if the employee does not use their rolled over PTO, it will be lost and they will only have available the current year's accrual and continue to accrue based on length of service. The total annual Paid Leave Benefits shall accrue as follows:

Length Of Service	**PTO Benefit** **Accrual Per Pay Cap**	**Paid Sick Leave Benefit** **Typical Full-Time Accrual Per Pay****	**Total Full-Time Paid Leave Benefit Combined Annual Accrual**
0-60 months	2.545 hours	1.625 hours	100 hours
61-120 months	4.2055 hours	1.625 hours	140 hours
121-180 months	5.875 hours	1.625 hours	180 hours
181+ months	7.375 hours	1.625 hours	216 hours

SECTION 23.3: REQUESTING PTO

In general, employees may request PTO at least 30 days in advance, so the Company can make appropriate plans and adjust schedules. In the case of an unplanned or emergency event, the employee should notify their manager as soon as possible. In some cases, an employee may request time off without pay, but normally must use all PTO time available before submitting

such a request. Management will make every effort to accommodate an employee's request for time off, but the needs of our residents, patients, and time off previously scheduled by coworkers must be considered. If Paid Time Off is requested in advance, the Employer will approve or deny the request in writing within fourteen (14) calendar days of having received the written request.

SECTION 23.4: NEGATIVE PTO BALANCE

Requests for PTO in excess of the employee's available balance are generally not allowed.

SECTION 23.5: OPTIONAL CASH OUT OF PTO BENEFIT

Once an employee has completed one (1) year of service with the employer, the employee has the option of "cashing out" up to half of their earned PTO accrual at fifty percent (50%) of the value based on the employee's regular hourly rate. Once an employee has completed five (5) years of service with the employer, the employee has the option of "cashing out" up to half of their earned PTO accrual at seventy-five percent (75%) of the value based on the employee's regular hourly rate. Once an employee has completed ten (10) years of service with the employer, the employee has the option of "cashing out" up to half of their earned PTO accrual at one hundred percent (100%) of the value based on the employee's regular hourly rate. An employee can exercise this cash out option no more than twice a year in minimum increments of sixteen (16) hours to be paid through the regular payroll cycle.

SECTION 23.6: ELIGIBILITY AND PAID SICK LEAVE BENEFIT

The Company complies with Washington State protected paid sick leave laws by providing a protected paid sick leave benefit to all Washington employees to use for:

- 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;
- 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;
- For absences that qualify for leave under the state's Domestic Violence Leave Act;

- To care for an infant, newly adopted child or newly placed child under the age of 18 within 12 months of birth or placement of child;
- "Family member" is as defined by Washington Paid Sick Leave Law

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

Accrual of the protected Paid Sick Leave Benefit starts on the employees 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. 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 employees' anniversary date.

Where State and City rules and regulations conflict, the provisions that are most beneficial to the employee will be followed.

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 discriminated or retaliated against for lawful use of their earned protected Paid Sick Leave.

SECTION 23.7: REQUESTING PAID SICK LEAVE

For scheduling reasons, in the case of foreseeable Paid Sick Leave, employees should provide at least ten (10) days' notice or as early as practicable. In the case of an unplanned or emergency event, the employee should notify their manager as soon as possible. If employees are absent for a reason covered by Washington's protected Paid Sick Leave Law and they have accrued paid Sick Leave time in their bank, they will be paid for that time per the law. If employees do not have any accrued Sick Leave time in their bank when absent for reasons covered under the Washington's protected Paid Sick Leave, they may use accrued and unused PTO hours. However, these hours are not protected by Washington protected paid sick leave law. The company may require verification for absences of more than three (3) days.

SECTION 23.8: NEGATIVE PAID SICK LEAVE BALANCE

Requests for paid Sick Leave in excess of the employee's available balance are generally not allowed.

SECTION 23.9: EXCEPTIONS TO USE PAID SICK LEAVE BENEFIT

If an employee has exhausted their PTO Benefit and wishes to use their Paid Sick Leave Benefit for time off for a purpose other than those covered by Washington Paid Sick Leave law, they may request to do so, with the understanding that the time will come out of their Paid Sick Leave bank and they may not have enough protected, paid sick leave time later if the need arises.

SECTION 23.10: TERMINATION OF EMPLOYMENT, PTO AND PAID SICK LEAVE BENEFITS

Unless otherwise required by State law, the following rules apply:

Resignation With Proper Notice: Employees who resign with a minimum of two weeks' notice will be eligible to receive payment for all accrued PTO and Paid Sick Leave Benefit hours at 100% the value.

Resignation Without Proper Notice: Employees who resign with less than two weeks' notice will not be paid any accrued PTO or Paid Sick Leave Benefit hours**.

Layoff/Reduction In Force: Employees who are terminated due to a reduction in force are eligible to receive payment for all the hours remaining in their PTO and Paid Sick Leave banks if they continue to perform satisfactorily in their job duties through their last day of employment.

Termination For Cause: Employees who are terminated for cause will not be paid for any accrued PTO or Paid Sick Leave Benefit hours**.

** In the case of any Paid Sick Leave hours that are not paid out at termination, if the employee is rehired at any Washington Avamere Family of Companies site within 12 months, the employee's previously accrued, unused paid Sick Leave will be reinstated. If the period of

employment separation is greater than 12 months, then only up to 40 hours of previously accrued, unused Paid Sick Leave will be reinstated.

ARTICLE 24: PAID SICK LEAVE AND PAID VACATION TIME STARTING JANUARY 1, 2025

Effective January 1, 2025, the Employer will end the foregoing PTO benefit described in Sections 23.1 through 23.10 and replace it with the following Article.

SECTION 24.1: PAID SICK LEAVE

The Employer shall comply with Washington State Sick Leave laws. On January 1, 2025, the Employer shall roll over any accrued, unused Paid Sick Leave (PSL) benefit for full and part time bargaining unit employees, up to a maximum of 40 hours.

All bargaining unit employees will accrue 1 hour of PSL for every 40 hours of worked (0.025 hours of PSL per hour worked).

SECTION 24.2: PAID SICK LEAVE USE

Sick leave may be used for any allowable reason under the Washington State Sick Leave laws (WSLL). When used by an employee for an appropriate purpose, paid sick leave will be paid at an employee's regular, hourly base rate of pay. Employees may use PSL in increments of 15 minutes or more for qualifying reasons. If an employee uses PSL for more than three consecutive scheduled workdays (four days or more), the Company requires documentation from a licensed health care provider, validating that the employee is absent for a qualifying reason and is able to return to work. The employee will have ten (10) calendar days in which to provide the required documentation.

SECTION 24.3: PAID SICK LEAVE ROLLOVER.

As is permitted by the WSLL, up to forty (40) hours of paid sick leave may be rolled over from year to year.

SECTION 24.4: EXHAUSTION OF PAID SICK LEAVE.

A Bargaining Unit Employee who must be absent from work for any reason that may have qualified for use of PSL but who has exhausted PSL, may use accrued PVT hours to continue compensation for the scheduled shift(s) that were not worked.

SECTION 24.5: CALLING OUT SICK.

Bargaining Unit Employees shall comply with the Employer's notification requirements, to inform the Employer of an absence. Bargaining Unit Employees shall not be required to find their own replacements if they use PSL or other unpaid leaves when the employee is absent for a qualifying reason.

SECTION 24.6: SICK LEAVE CASH OUT AND TERMINATION OF EMPLOYMENT

Sick Leave has no cash value and may not be "cashed out" or paid out at the time of termination of employment for any reason.

SECTION 24.7: PAID VACATION TIME

Effective January 1, 2025, each bargaining unit employee's remaining accrued PTO balance, if any, will become the starting balance for their new Paid Vacation Time (PVT) benefit.

SECTION 24.8: PAID VACATION TIME ACCRUAL

PVT shall be accrued on the schedule below for full-time and part-time employees. Employees may use accrued PVT time after completion of the 90 day probationary period. If an employee separates employment prior to the end of the 90 day probationary period, any accrued PVT will be forfeit and will not be compensable upon separation. Temporary and on-call employees do not accrue PVT.

Years of Service	Hourly PVT Accrual Rate
0 – 3 years (0 through 36 months)	0.0769 per hour worked
4 – 9 years (37 through 108 months)	0.0961 per hour worked
10+ years (109 months and more)	0.1153 per hour worked

PVT will accrue on all hours worked In the work week; for the purposed of PVT accrual, worked hours include regular and overtime hours. PVT accruals shall be capped in accordance with the schedule below:

Years of Service	Maximum Accrual
0 – 3 years	160 hours
4 – 9 years	200 hours
10+ years	240 hours

SECTION 24.9: PVT AVAILABILITY FOR USE

PVT shall be clearly shown on an employee's pay statement.

SECTION 24.10: PVT APPROVAL PROCESS

If PVT off is requested in advance, the Employer will approve or deny the request in writing within fourteen (14) days of having received the written request. PVT requests made more than two (2) months in advance shall not be unreasonably denied. Written requests for PVT use may be made up to six (6) months in advance of the requested time off. Written requests will be considered on a first come, first served basis. If two or more written requests for the same time

off are received within a twenty-four (24) hour period, and if the Employer is inclined to honor the request, then the request shall be honored on a Seniority basis, as Seniority is defined elsewhere in this Agreement.

SECTION 24.11: PVT CASH OUT

Full and part-time employees may request to cash out accrued PVT at 100% of its value four times per year on the second pay date of February, May, August and November. Requests must be approved by the employee's Administrator and submitted to Payroll by the 5th of the month, to be paid out with the payroll on the 25th of the month. Employees must have a minimum balance of 80 hours of accrued PVT to request a cash out. Employees must cash out a minimum of 20 hours of PVT and may cash out a maximum of 80 hours of PVT per request. In order to be eligible to cash out PVT hours, the employee must be a regular status employee and have been employed by the Company continuously for one year (12 month). If a bargaining unit employee is transferred from a full-time or part-time status to on-call/per diem status, unused, accrued PVT will be paid out at 100% of the value.

SECTION 24.12: PVT AND TERMINATION OF EMPLOYMENT

Resignation: Once an employee gives notice of resignation, PVT may not be used during the notice period, except for PVT approved prior to the notice of resignation or for qualifying sick time reasons.

- Resignation with proper notice – Employees who resign with proper notice (a minimum of 2 weeks), will be eligible to receive payment for all accrued, unused PVT at 100% the value.
- Resignation without proper notice – Employees who resign without proper notice (less than 2 weeks) will not be paid any accrued, unused PVT.
- Termination for Cause – Employees who are terminated for cause will not be paid for any accrued, unused PVT.

Employees may designate a beneficiary for accrued, unused PVT in the event of the employees death.

ARTICLE 25: HOLIDAYS

The Operator recognizes the following eight (8) holidays:

- New Year's Day
- Memorial Day
- Independence Day*
- Labor Day*
- Thanksgiving*
- Christmas Eve
- Christmas*
- Floating Holiday

Floating Holiday Bargaining Unit Employees can select a culturally significant day of their choice, (examples include but are not limited to Martin Luther King Jr. Day, the employee's birthday, Juneteenth, Pride, Easter, Eid al Fitr, Passover, Veteran's Day, Hanukkah, etc.). Bargaining Unit Employees shall provide thirty (30) days notice to use their floating holiday, and the Employer shall accept the request.

The Employer shall take into account employee preferences when it comes to holidays schedules, and it will ensure that holidays are equitably distributed across employee schedules.

Employees will be reminded to specify their floating holiday quarterly via the bulletin board or during an all-staff meeting.

All on-call, part-time and full-time employees are eligible for Holiday Pay, once they have completed ninety (90) days of service.

Employees who work on a recognized Holiday shall be paid at one and a half (1.5) times their normal rate of pay or two (2) times their normal hourly rate of pay for Holidays marked with an * ("Holiday Pay"), regardless of their shifts worked or not worked preceding or following the

holiday. The holiday is defined as the 24 hour period starting at 12:00 AM and ending at 11:59 PM; Employees will receive Holiday pay for all hours worked during the holiday.

ARTICLE 26: INSURED BENEFITS

SECTION 26.1: COVERAGE LEVELS:

As of the first day of the month following the date of hire, all eligible employees may elect and begin coverage under the Employer's insurance benefit plans; Employees will have until the end of the month to elect their coverages. During the first full year that a full-time employee is enrolled in the Employer's medical insurance plan, the Employer shall pay eighty percent (80%) of the health insurance premium for full-time employees. that elect "employee only" coverage; the Employer shall pay fifty percent (50%) of the health insurance premium for full-time employees that elect "employee & spouse" coverage; and the Employer shall pay fifty percent (50%) of the health insurance premium for full time employees that elect "employee & family/children" coverage.

SECTION 26.2: CHANGES TO HEALTHCARE PLANS

Where not explicitly noted above, the Employer may implement, modify, or eliminate dental, vision and/or disability benefits as outlined in Employer Policies. The Employer may select, change, eliminate or modify insurance carriers, benefits plans, benefits levels, and employee co-pays. Prior to implementing any substantial and material change in insured benefits, the Employer shall meet with the Union to discuss the changes provided the Union requests such a meeting within thirty (30) calendar days of receiving notice of the changes. If the Employer's foregoing modification results in less total compensation for employees in the bargaining unit, the Employer shall bargain the changes with the Union. If an employee chooses to not receive an insured benefit, the Employer shall not be responsible to pay such benefit to the employee.

SECTION 26.3: HEALTHCARE TRUST DEVELOPMENTS

During the life of this collective bargaining agreement, if the Union successfully obtains funds for a state-funded healthcare trust that would subsidize the cost of health insurance for the Employer, and reduce healthcare costs for employees, the Employer and the Union may meet to coordinate the Employer's participation in the Trust.

ARTICLE 27: RETIREMENT/401 (K) PLAN

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

- Eligibility after ninety (90) days of employment; eighteen (18) years old or older.
- The Employee can defer up to the maximum amount allowed by law.
- The Employer may, in its sole discretion, match the Employee's contribution, which is not discretionary.
- Contributions must be made in whole percentage increments.
- Hardship withdrawals are available for the Employee under federal law.
- Employee loans against 401(K) accounts are not available

ARTICLE 28: LEAVES OF ABSENCE

All leaves of absence must be requested by an employee in writing as far in advance as possible stating the reason for the leave and the amount requested. If for any reason an employee gives the Employer reason to believe a Leave of Absence would be appropriate, the Employer will provide information and resources to the employee who may qualify for leave, directing the employee to the Employer's Human Resources Department. Except as otherwise provided for in this Agreement, it shall be the Company's prerogative to grant or deny the request. A leave of

absence begins on the date of first absence from work. Failure to return from a leave of absence by the agreed upon return date subjects such employee to discipline by the Company.

SECTION 28.1: FAMILY MEDICAL LEAVE

Eligible employees may take up to 12 weeks of unpaid family and/or medical leave in a 12-month period in accordance with Federal and State laws. Although Family Medical Leaves are without pay the Company may require that you utilize any remaining PTO hours prior to moving to an unpaid leave status. You may also be eligible for compensation through supplemental Disability Benefit Insurance.

SECTION 28.1.1: ELIGIBILITY

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

For the birth of a child, or the placement of a child under the age of 18 for adoption or foster care;

To care for a family member with a serious health condition;

To recover from or seek treatment for your own serious health condition

When a family member is called to active duty in the National Guard or Reserves;

To care for a member of the armed forces who is recovering from service-related injuries (26 weeks);

Other reasons which may be identified by Federal or State Governments.

SECTION 28.1.2: SERIOUS HEALTH CONDITION

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

health condition includes a patient's disability due to pregnancy or a period of absence for prenatal care. Not all medical conditions are serious health conditions. Generally, routine illnesses such as colds or flu that can be treated with non-prescription drugs or bed rest will not be considered serious health conditions. Employees who are unsure whether a medical condition qualifies as a serious health condition should contact their manager or the Human Resources department for information or consult the Family & Medical Leave Policy.

SECTION 28.1.3: SUBMITTING FAMILY MEDICAL LEAVE REQUEST

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

SECTION 28.1.4: RETURNING FROM MEDICAL LEAVE

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

SECTION 28.1.5: BENEFIT CONTINUATION

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

SECTION 28.2: PERSONAL LEAVE

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

SECTION 28.3: MILITARY LEAVE

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

SECTION 28.4: MILITARY CAREGIVER LEAVE

The Employer will grant an eligible employee who is a spouse, son, daughter, parent or next of kin of a covered service member with serious injury or illness up to a total of twenty-six (26) work weeks of unpaid leave during a single twelve (12) month period to care for a service member. A "covered service member" is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status or is.

SECTION 28.5: MILITARY SPOUSE LEAVE

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

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

SECTION 28.6: DOMESTIC VIOLENCE/SEXUAL ABUSE/STALKING LEAVE

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

SECTION 28.7: MATERNITY/PATERNITY LEAVE

If not eligible for Family Medical Leave or if that leave has been exhausted, an employee may request an unpaid maternity/paternity leave of up to three (3) months before or after the birth of a child with certification of a healthcare provider if needed. The employee must provide at least two weeks' notice to their supervisor of the date of return to work as well as a medical approval to return to work without restrictions. The Employer shall make a good faith effort to return the Bargaining Unit Employee to their position, if the position is available and unoccupied, upon the conclusion of their unpaid leave. Upon returning to work, the employee will retain the seniority, pay rate and accrued balances of PTO and Sick Leave in place at the time the leave was initiated. If the previous position is not available to the returning employee, the Bargaining Unit Employee will be considered for available positions at the time they are ready to return from their leave. The Bargaining Unit Employee will be considered for available positions at the time they are ready to return from their leave. No seniority, wages or benefits will accrue during this leave unless specifically provided for by law. Medical insurance benefits may be continued at the Bargaining Unit Employee's own expense. COBRA benefit continuation may also apply.

SECTION 28.8: BEREAVEMENT LEAVE

Upon completion of the required probationary period, an employee shall be eligible for three (3) days of paid leave for the death of an immediate family member. Impacted employees may take an additional two (2) days of unpaid time off or use available, accrued PTO. If the impacted employee must travel greater than 150 miles, the employee may be authorized for up to an additional two (2) days of paid leave.

Immediate family shall be defined as a grandparent or grandparent-in-law, aunt or uncle, parent or parent-in-law, loco parentis, spouse or domestic partner, brother or brother-in-law, sister or sister-in-law, niece or nephew, child, grandchild, stepchild, child of recognized domestic partner.

SECTION 28.9: JURY DUTY LEAVE

A Bargaining Unit Employee who is called for jury duty shall receive pay for each workday missed, for up to three (3) days paid leave classified as Jury Duty pay, minus her/his pay as a juror for those days.

A Bargaining Unit Employee who is subpoenaed as a witness in any court shall receive unpaid leave; if, however, the Bargaining Unit Employee is called as a witness in a matter in which the Employer is a party; the Employee will be paid for that time as hours of work.

ARTICLE 29: UNION LEAVE

SECTION 29.1: EXTENDED UNION LEAVE

Workers may request an unpaid leave of absence to perform work for the Union with thirty (30) days' notice to the Employer. Such leaves may be for any duration up to six (6) months and may be extended by mutual consent. Seniority will not accrue during the leave of absence. The Employer will take the needs of the business into account but will not unreasonably withhold approval of such leave or extension. To the extent allowed by the business, the Employer shall return the worker to the same job, shift and position that he/she held at the time they went on

Union leave with no loss of seniority (seniority will not accrue while on union leave) and with any intervening changes in wages or benefits applied as if they had been working. Workers must give the Employer at least fourteen (14) days' written notice of their return to work.

SECTION 29.2: SHORT UNION LEAVE (UNPAID)

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

SECTION 29.3: SHORT UNION LEAVE (PAID)

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

ARTICLE 30: NOTICE OF SALE

In the event an Employer's facility, represented by this agreement, is to be sold, assigned, leased, or transferred to a new employer ("The Successor Operator"), the Employer shall notify the union in writing, at least sixty (60) calendar days prior to such transaction, subject to SEC and other applicable laws and regulations. Such notice shall include the name and address of The Successor Operator. The Employer shall meet with representatives of the Union to bargain

over the effects of the transaction on bargaining unit employees no later than forty-five (45) days prior to any transaction.

No confidential business information shall be disclosed to the Union at any time unless the Union agrees to a binding nondisclosure agreements, protecting the confidentiality and use of such information. When the Employer's notification to Union requirement is triggered above per a qualified transaction, the Employer shall also notify the prospective new owner, assignee, lessee, or transferee successor in writing of the existing of this Labor Agreement and provide a copy.

ARTICLE 31: SOLE AGREEMENT, MATTERS COVERED, AMENDMENT, STANDARDS PRESERVED, SEPARABILITY

SECTION 31.1: SOLE AGREEMENT

This Agreement constitutes the sole and entire agreement between the parties and supersedes all prior agreements, oral and written, and expresses all the obligations of, or restrictions imposed on, the respective parties during its term. All individual agreements, both verbal and written, which may exist between the Employer and any employee in the bargaining unit, shall terminate upon the execution of this Agreement. The parties agree that this Agreement is the sole agreement concerning wages and benefits of covered employees. The existence, or later provision, of benefits not referenced in this Agreement does not create any vested rights or enforceable past practice. The Employer may provide or rescind any compensation or benefits policies, or practices not expressly referenced in this Agreement at any time. Whenever exercising such discretion, the Employer will notify Union in advance.

SECTION 31.2: MATTERS COVERED

All matters not covered in this Agreement shall be deemed to have been raised and adequately disposed of. This Agreement contains the entire and complete agreement between the parties, and neither party shall be required to bargain upon any issue during the life of this Agreement

unless this Agreement expressly addresses such bargaining of a specific topic. The failure of either party to enforce any of the provisions of this Agreement or any rights granted by the law shall not be deemed a waiver of any provision or right, nor a waiver of the party's authority to exercise such right in some way not in conflict with the Agreement.

SECTION 31.3: AMENDMENT

This Agreement can be modified or amended only by the written consent of all Parties. The waiver, in any instance, or any term or condition of this Agreement or any breach thereof shall not constitute a waiver of such term or condition or any breach thereof in any other instance.

SECTION 31.4: STANDARDS PRESERVED

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

SECTION 31.5: SEPARABILITY

In the event that any provision of this Agreement shall, at any time, be declared invalid or void by any court of competent jurisdiction or by any legislative enactment or by Federal or State statute enacted subsequent to the effective date of this Agreement, such decision, legislative enactment or statute shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid or void shall remain in full force and effect.

In the event that any decision, legislative enactment or statute shall have the effect of invalidating or voiding any provision of this Agreement, the parties hereto shall meet solely for

the purpose of negotiating with respect to the matter covered by the provision which may have been so declared invalid or void.

ARTICLE 32: NO-STRIKE CLAUSE

During the term of this Agreement or any written extension hereof, the Union shall not call nor authorize any strike against the Employer at the establishment covered by this Agreement, and the Employer will not lock out any employee. For the purpose of this Article, a walk-out, sit-in, sick-out, slow-down, sympathy strike, or other work stoppage will be considered a strike.

If an employee or employees engage in any strike, and the Employer notifies the Union of such action, a representative of the Union shall, as promptly as possible, instruct the employees to cease such action and promptly return to their jobs.

Employees who participate in a strike in violation of this Article will be subject to discipline up to and including termination.

In the event of a violation of the no-strike provision, the Union will:

A. Publicly disavow such action by the workers;

B. Notify the workers of its disapproval of such action and instruct them to cease such action and return to work immediately;

C. Post notices on Union bulletin boards advising that it disapproves such action, and instructing workers to return to work immediately.

In recognition of the unique partnership between the Union and the Employer that has led up to this Agreement, the Union will not conduct informational picketing during the term of this Agreement. This provision will sunset on the last day of this agreement and not continue unless specifically renegotiated.

ARTICLE 33: TERM OF AGREEMENT

This Agreement shall be effective on ratification. Unless amended by the Parties' mutual written agreement, it shall remain operative and binding on the Parties until midnight September 30, 2026. Any change agreed upon by the parties shall be reduced to writing and executed by duly authorized officers or agents of the parties to this Agreement.

The Employer and the Union mutually agree that this Collective Bargaining Agreement (the "Agreement") may be extended beyond its original expiration date. Both parties are encouraged to extend the contract if they are engaged in good-faith negotiations.

THE PARTIES, BY THEIR SIGNATURES BELOW, ACCEPT AND AGREE TO THE TERMS AND CONDITIONS OF THIS COLLECTIVE BARGAINING AGREEMENT.

For SEIU 775:

Sterling Harders, President of SEIU 775

Date

For Avamere:

Mary Kofstad, Chief Executive

Date

Andrew Loomis, Vice President Human Resources

Date

APPENDIX A WAGE SCALES FOR ALL FACILITIES:

WAGE SCALE 1: EFFECTIVE OCTOBER 1, 2024 TO SEPTEMBER 30, 2025

	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
Classification	**Hire Rate**	**1 Yr Anv.**	**2 Yr Anv.**	**3 Yr. Anv.**	**4 Yr. Anv.**	**5 Yr. Anv.**	**6 Yr. Anv.**	**7 Yr. Anv.**	**8 Yr. Anv.**	**9 Yr. Anv.**	**10 Yr. Anv.**	**11 Yr. Anv.**	**12 Yr. Anv.**	**13 Yr. Anv.**	**14 Yr. Anv.**	**15 Yr. Anv.**
Hospitality Aide	$19.00	$19.43	$19.86	$20.31	$20.72	$21.13	$21.55	$21.99	$22.43	$22.87	$23.33	$23.80	$24.27	$24.76	$25.25	$25.76
Housekeeping/ Laundry	$20.00	$20.45	$20.91	$21.38	$21.81	$22.24	$22.69	$23.14	$23.61	$24.08	$24.56	$25.05	$25.55	$26.06	$26.58	$27.12
Activities Assistant/ Bus Driver	$20.00	$20.45	$20.91	$21.38	$21.81	$22.24	$22.69	$23.14	$23.61	$24.08	$24.56	$25.05	$25.55	$26.06	$26.58	$27.12
Dietary Aide	$20.00	$20.45	$20.91	$21.38	$21.81	$22.24	$22.69	$23.14	$23.61	$24.08	$24.56	$25.05	$25.55	$26.06	$26.58	$27.12
Nursing Asst (Not Certified)	$20.00	$20.45	$20.91	$21.38	$21.81	$22.24	$22.69	$23.14	$23.61	$24.08	$24.56	$25.05	$25.55	$26.06	$26.58	$27.12
Cook	$21.00	$21.47	$21.96	$22.45	$22.90	$23.36	$23.82	$24.30	$24.79	$25.28	$25.79	$26.30	$26.83	$27.37	$27.91	$28.47
Maintenance Assistant	$21.00	$21.47	$21.96	$22.45	$22.90	$23.36	$23.82	$24.30	$24.79	$25.28	$25.79	$26.30	$26.83	$27.37	$27.91	$28.47
Certified Nursing Assistants (CNA)/ Shower Aide	$23.50	$24.03	$24.57	$25.12	$25.62	$26.14	$26.66	$27.19	$27.74	$28.29	$28.86	$29.43	$30.02	$30.62	$31.24	$31.86
Restorative Aide	$24.00	$24.54	$25.09	$25.66	$26.17	$26.69	$27.23	$27.77	$28.33	$28.89	$29.47	$30.06	$30.66	$31.28	$31.90	$32.54
Med Tech (CMA)	$24.50	$25.05	$25.61	$26.19	$26.72	$27.25	$27.79	$28.35	$28.92	$29.50	$30.09	$30.69	$31.30	$31.93	$32.57	$33.22

% Between Steps	2.25%	2.00%

WAGE SCALE 2: EFFECTIVE OCTOBER 1, 2025 TO SEPTEMBER 30, 2026

	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
Classification	**Hire Rate**	**1 Yr Anv.**	**2 Yr Anv.**	**3 Yr. Anv.**	**4 Yr. Anv.**	**5 Yr. Anv.**	**6 Yr. Anv.**	**7 Yr. Anv.**	**8 Yr. Anv.**	**9 Yr. Anv.**	**10 Yr. Anv.**	**11 Yr. Anv.**	**12 Yr. Anv.**	**13 Yr. Anv.**	**14 Yr. Anv.**	**15 Yr. Anv.**
Hospitality Aide	$19.76	$20.20	$20.66	$21.12	$21.55	$21.98	$22.42	$22.87	$23.32	$23.79	$24.26	$24.75	$25.25	$25.75	$26.27	$26.79
Housekeeping/ Laundry	$20.80	$21.27	$21.75	$22.24	$22.68	$23.13	$23.60	$24.07	$24.55	$25.04	$25.54	$26.05	$26.57	$27.11	$27.65	$28.20
Activities Assistant/ Bus Driver	$20.80	$21.27	$21.75	$22.24	$22.68	$23.13	$23.60	$24.07	$24.55	$25.04	$25.54	$26.05	$26.57	$27.11	$27.65	$28.20
Dietary Aide	$20.80	$21.27	$21.75	$22.24	$22.68	$23.13	$23.60	$24.07	$24.55	$25.04	$25.54	$26.05	$26.57	$27.11	$27.65	$28.20
Nursing Asst (Not Certified)	$20.80	$21.27	$21.75	$22.24	$22.68	$23.13	$23.60	$24.07	$24.55	$25.04	$25.54	$26.05	$26.57	$27.11	$27.65	$28.20
Cook	$21.84	$22.33	$22.83	$23.35	$23.81	$24.29	$24.78	$25.27	$25.78	$26.29	$26.82	$27.36	$27.90	$28.46	$29.03	$29.61
Maintenance Assistant	$21.84	$22.33	$22.83	$23.35	$23.81	$24.29	$24.78	$25.27	$25.78	$26.29	$26.82	$27.36	$27.90	$28.46	$29.03	$29.61
Certified Nursing Assistants (CNA)/ Shower Aide	$24.44	$24.99	$25.55	$26.13	$26.65	$27.18	$27.73	$28.28	$28.85	$29.42	$30.01	$30.61	$31.22	$31.85	$32.49	$33.14
Restorative Aide	$24.96	$25.52	$26.10	$26.68	$27.22	$27.76	$28.32	$28.88	$29.46	$30.05	$30.65	$31.26	$31.89	$32.53	$33.18	$33.84
Med Tech (CMA)	$25.48	$26.05	$26.64	$27.24	$27.78	$28.34	$28.91	$29.48	$30.07	$30.68	$31.29	$31.91	$32.55	$33.20	$33.87	$34.55

% Between Steps	2.25%	2.00%

ATTENDANCE POLICY

Employee absenteeism negatively affects the ability of the nursing facility to provide quality care to residents/ patients.

The policy includes: Absence from work, Late reporting for a scheduled shift, Unauthorized extension of a meal or rest period, Leaving early, or Improper use of other employer-paid time.

Corrective measures utilized by this program are designed to correct employee attendance by using the least severe penalty possible to remedy the problem, relying on more severe penalties in the event the matter is not resolved voluntarily by the employee. All notices will be recorded in the employee's personnel file and will be issued in writing no longer than in fifteen (15) business days from the date of the occurrence.

The no fault policy will treat all employees equally and will ensure that each employee is aware at each step of the procedure of the measures that must be taken to avoid further discipline. The "no fault" policy looks at attendance patterns, not reasons for absences. Therefore, all absences are counted (with the exception of those absences/lateness that are covered under Washington State and the City of Tacoma's protected Paid Sick Leave laws), no matter what the reason, unless they are listed as an exception under the "General Guidelines" section of this Attendance Policy.

Any absenteeism notice imposed as a result of excessive absenteeism and/or tardiness is based on frequency of "occurrences" rather than the actual number of days involved. Each tardy and absence occurrence will cease to be considered twelve (12) months after its occurrence.

The following rules shall apply:

ABSENCES:

Excessive absenteeism is defined as five (5) or more incidents of absenteeism in a rolling twelve (12) month period.

An Absence is defined at missing more than 40% of the scheduled shift. Hourly team members who report to work as scheduled, but work less than one-half of the scheduled shift and goes home early, an “absence” will be recorded and included as part of the overall attendance record.

The following corrective measures will apply:

1. First Offense: Upon three (3) absences within a twelve (12) month period.

2. Second Offense: Upon five (5) absences within a twelve (12) month period.

3. Third Offense: Upon six (6) absences within a twelve (12) month period. Warning that continued absenteeism will lead to subsequent disciplinary action up to and including termination.

4. Discharge Notice: Upon seven (7) absences within a twelve (12) month period. Final written counseled session and warning that continued absenteeism will lead to termination of employment.

5. Termination: Upon eight (8) absences within a twelve (12) month period, the employee will be terminated from employment.

NO CALL/NO SHOW:

One (1) or more consecutive days of no call/ no show may result in termination. No Call No Show is considered to be Voluntary Resignation (Quit).

An employee will be recorded upon initial late reporting as being “tardy”. If 51% of the scheduled shift passes and the employee still has not reported, the status will be converted to “absent”. If at the end of the scheduled shift the employee has still not reported and the absence has not been approved by the direct supervisor, the employee will be considered to be a No Call No Show.

LATENESS:

Excessive lateness is defined as five (5) or more instances occurring in a rolling twelve (12) month period.

Lateness is disruptive to the normal routine of the center and will not be tolerated. An incident of lateness is defined as clocking in eight (8) minutes or more after the start of the scheduled shift.

The following corrective measures will apply:

1. First Offense: Upon three (3) tardies within a twelve (12) month period

2. Second Offense: Upon five (5) tardies within a twelve (12) month period

3. Third Offense: Upon six (6) tardies within a twelve (12) month period. Warning that continued lateness will lead to subsequent disciplinary action up to and including termination.

4. Discharge Notice: Upon seven (7) tardies within a twelve (12) month period. Final written counseled session and warning that continued lateness will lead to termination of employment.

5. Termination: Upon eight (8) tardies within a twelve (12) month period, the employee will be terminated from employment.

ABSENCE FOR MEDICAL CONDITION:

Any absence for a medical condition not covered by FMLA will be recorded as one (1) absence occurrence regardless of the number of consecutive days missed for the same medical reason.

A physician's note will be required for all sick outs that are three (3) days or more or as required by the manager. Absences longer than three (3) days for the team member's own serious health condition or of a covered relation's will count towards Family Medical Leave (FMLA) and or OFLA. (If employee is eligible)

ADVANCE NOTICE REQUIREMENTS:

Should a last minute illness or emergency prevent you from reporting to work for your scheduled shift you must speak directly with your supervisor or designated contact person at your facility to report your absence. Otherwise, you must personally contact your supervisor or designated contact person at least four (4) hours prior to the start of your shift unless you have been otherwise instructed by your supervisor. If you are physically unable to contact the Company in the event of an illness or emergency, you may have someone contact the Company on your behalf. If your supervisor or designated contact person is not able to answer your phone call when calling in for a last minute illness or emergency, you must leave a voicemail as such and also state the date and time of the call. Your failure to contact your supervisor can be considered an indication that you resigned your employment.

GENERAL GUIDELINES:

• A call out occurring on a scheduled weekend may result in the team member being required to make up the shift within a thirty (30) day period at the discretion of management.

• Team members with patterns and trends of absenteeism and lateness as well as failure to report to work when requested may be subjected to progressive discipline.

• This is a no fault attendance policy, a physician's note does not necessarily excuse the team member for a call out unless it is associated with a Family/Sick Medical Leave of Absence.

• Employees absent due to an approved FMLA leave of absence, a work-related injury, scheduled time off, approved bereavement leave, or jury duty will not be recorded as being absent for the purposes of this policy. Management will evaluate extenuating circumstances in all categories.

• Team members who are absent without permission on a scheduled day before a Holiday, the actual or scheduled Holiday or the scheduled day following the Holiday will not be eligible to receive PTO benefit pay, unless the present a medical excuse or other appropriate emergency documentation.

• Team members in their Introductory Period of employment who have incidents of absence or lateness may be subject to immediate progressive discipline per company policy.

• When an employee requests an absence at least 24 hours in advance and that absence is approved by the DNS or Administrator, that absence will not be considered cause for counseling or other disciplinary action.

• When an employee is absent or has to leave work due to a physician documented illness or family emergency, that absence will not be considered cause for disciplinary action, provided that employee has three (3) or fewer absences in the previous twelve (12) months.

• Any deviation of this policy must be approved by the RDO or VPHR.

ATTENDANCE POLICY ADDENDUM: If an employee does not incur any tardies or absences "Perfect Attendance" in a 30-day period and/ or 2 pay periods that employee would be eligible to have (1) tardy removed from their current record. If the removal of this tardy occurrence changes the employee's current standing in regard to the number of tardies allowed per this policy, the employee's counseling record will then be modified to reflect their current standing. If the employee has no prior tardy occurrences in the previous rolling twelve months, no action would be taken.

If an employee does not incur any tardies or absences "Perfect Attendance" in a 60-day period and/or 4 pay periods that employee would be eligible to have (1) absence removed from their current record. If the removal of this absence occurrence changes the employee's current standing in regard to the number of absences allowed per this policy, the employee's counseling record will then be modified to reflect their current standing. If the employee has no prior absence occurrences in the previous rolling twelve months, no action would be taken.

In the case that an employee has a 30 Day or 60 Day period of "Perfect Attendance" and at that time does not have any prior tardies and/or absences on their record, no changes would be made to the record. Credit for future occurrences will not be permitted.