Collective Bargaining Agreement

between

SEIU 775

and

Avalon

Effective December 17, 2024 – December 30, 2026

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ARTICLE 1: RECOGNITION

This Agreement is between SEIU 775 (hereafter referred to as the "Union") and the separate employers (hereafter together referred to as the "Employer"):

- **"Tacoma":** Avalon Care Center – Tacoma, L.L.C. located at 7411 Pacific Avenue Tacoma, WA 98408
- **"Bellingham":** Avalon Care Center – Bellingham, L.L.C., located 3121 Squalicum Pkwy, Bellingham, WA 98225

The Parties further recognize and acknowledge the ongoing association of the separate employers listed here. For purposes of convenience and efficiency, the Parties agree to utilize a single collective bargaining agreement covering the Tacoma and Bellingham bargaining units. The Parties further agree, however, that the Tacoma and Bellingham bargaining units are separate and distinct, and do not constitute a single bargaining unit.

SECTION 1.1: BARGAINING UNITS:

At the time of ratification, the bargaining units at each facility are as follows:

Tacoma: The Employer recognizes the Union as the exclusive collective bargaining representative for Regular full-time, part-time, and casual Certified Nurse Assistants (Aides and Orderlies), Shower Aides, Restorative Aides, Certified Medical Assistant (Med Tech), Activity Assistants, Cooks, Dietary Aides, Hospitality Aides, Housekeepers, and Laundry Aides , excluding all guards, professional employees, confidential employees, supervisors and any other employees excluded by the National Labor Relations Act.

Bellingham: The Employer recognizes the Union as the exclusive collective bargaining representative for Full-time, part-time, and casual Certified Nurse Assistants (Aides and Orderlies), Nursing Assistants (NAR), Shower Aides, Restorative Aides, Certified Medical Assistant (Med Tech), Hospitality Aides, Activity Assistants, Cooks, Dietary Aides, Housekeepers, and Laundry Aides, excluding all guards, professional employees, confidential employees, supervisors and any other employees excluded by the National Labor Relations Act.

ARTICLE 2: DIGNITY, RESPECT, AND PROACTIVE LABOR RELATIONS

The Union and the Employer (including all managers, supervisors and employees) agree to the following:

- That ethical and fair treatment of one another is an integral part of providing high quality resident care.
- To treat one another, regardless of position or profession, with dignity and respect. To exhibit a personal, caring attitude toward each person and do so in ways that ensure courtesy, compassion, kindness and honesty.
- The Union and the Employer shall be responsible for improving communications among all levels and shall be accountable for modeling and implementing the commitments of this section.

ARTICLE 3: UNION MEMBERSHIP AND REPORTING

SECTION 3.1: UNION MEMBERSHIP

Every worker, as a condition of employment, shall become and remain a member of the Union, paying the periodic dues uniformly required, or, alternatively, 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. Persons hired after this agreement becomes effective must meet this requirement within thirty (30) days of their hire date. Persons presently employed must meet this requirement with thirty (30) days of the effective date of this Agreement.

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 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 weekly spreadsheet uploaded by the Union for the Employer's review on the secure platform used for exchanging information.

SECTION 3.3: REQUIRED DEDUCTIONS AND REPORTING

The Employer shall regularly send/remit to the Union (1) Union Deductions, (2) Committee on Political Education (COPE) and other voluntary deductions, and (3) a Dues and Roster Report.

SECTION 3.3.1: CONVENTIONS FOR TIMING AND TRANSMISSION OF DEDUCTIONS AND REPORTING

Timing Requirements for All Dues Remittances and Dues/Roster Reports: The Employer's current payroll cycle is bi-weekly (26 pay periods in a year). The Employer will send all deductions and reporting to the Union every two pay periods ("The Reporting Period"); it will send the information no later than five (5) calendar days following the pay date for the second pay period in which the deductions were made or for which the dues or roster report was generated.

ACH Transfer: Regarding any monetary dues or fees, the Employer shall transmit to the Union those dues and fees via ACH transfer.

Naming Conventions for Dues/Roster Report: Regarding the Dues and Roster Report in Section 3.3.4, 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, "Avalon-Bellingham-DuesReport-20240630". The Employer shall use consistent column heading text in all financial and roster reports for the fields listed in Section 3.3.4. The relevant Employer and Union representatives will meet within thirty (30) days of ratification to establish agreed upon naming conventions, which will be displayed as an exhibit of this CBA. Following that, both the file naming conventions and column headings can be modified upon prior notification and mutual agreement of the Employer and the Union.

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 the manner established in Section 3.3.1.

SECTION 3.3.3: COPE AND OTHER VOLUNTARY DEDUCTIONS AND REMITTANCE

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 separately from Union dues in the same manner as described in Section 3.3.1.

SECTION 3.3.4: BARGAINING UNIT INFORMATION (COMBINED DUES AND ROSTER REPORT)

The Employer shall collect and provide to the Union a list of all employees covered by this Agreement in the manner established in Section 3.3.1. This combined dues and roster report shall include the following:

- Employee number
- First name
- Middle name
- Last name
- Address
- Home phone number
- Mobile phone number
- Email address
- Social Security number
- Date of birth
- Hire Date
- Termination Date (if applicable)
- Rate of pay
- 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 and the voluntary deductions in the report in the Roster shall exactly match the amount of the dues and voluntary deduction payment(s) remitted to the Union for those pay periods.

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 Handbook, standards, rules and regulations shall apply to all Union employees to the extent that such term, condition, policy, or procedure is 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.

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

SECTION 5.1: 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 their 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 Employer shall not unreasonably deny access to employee break areas during all working hours for above-stated reasons.

SECTION 5.2: UNION INFORMATION

The Employer will:

- 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 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.
- 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.
- Additionally, as space permits, allow the Union to furnish a locker installed by the Employer on the wall of the break room to keep internal Union information including, but not limited to, Union election nomination forms and ballots, grievance forms, membership surveys, etc.

SECTION 5.3: UNION ADVOCATES

The Union shall designate Union Advocates and notify the Employer in writing who the Advocates are and any new Advocates or any change in status of existing Advocates. The Union Advocates' performance of union work shall not interfere with the facility's operation nor the performance of employees' job duties. Union Advocates will not be compensated by the Employer for time spent processing grievances and representing Bargaining Unit Employees in meetings with the Employer unless such activities occur during the Advocates' scheduled hours of employment. In their role as an Advocate, the Advocate shall not direct an employee on how to or not to perform his or her work, shall not countermand the order of any supervisor, and shall not interfere with the normal operations of the Employer or any other worker. If Bargaining Unit Employees request time off to attend Advocate training, the Employer will make reasonable efforts to approve such requests considering operational needs. Bargaining Unit Employees requesting time off to attend Advocate training will comply with the Employer's policy for requesting time off.

SECTION 5.4: NEW UNION EMPLOYEE ORIENTATION (“NUEO”)

Each month, in a mutually agreed upon process, the Employer will provide the Union Representative or Advocate with the name, start date, classification, shift, email address, and phone number of each employee hired into a bargaining unit job classification since the last such report. In addition, the Employer will allow an Advocate or a Union representative up to thirty (30) minutes to meet with new bargaining unit workers, on the day of the Employer’s orientation meeting, 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, 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. The Union requires all employed Bargaining Unit members to attend a NUEO within their first month of hire. Union Representatives may make arrangements with management to conduct thirty (30) minutes of paid time union orientation for new hires on a mutually agreed upon regular schedule.

SECTION 5.5: 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. The Employer shall notify the Union when the regularly scheduled all-staff meetings are occurring.

ARTICLE 6: LABOR MANAGEMENT COMMITTEES

The Employer and the Union agree to work together for the mutual benefit of the workers, the residents, the Employer and the Union. The Employer and the Union will establish a facility-based Joint Labor Management Cooperation Committee within the facility. This committee will

be composed of up to three (3) bargaining unit employees selected by the Union, the Union field representative when requested by the bargaining unit employee members of the committee and up to four (4) members of management. Representatives from the Employer's management company may attend committee meetings with advance notice to the Union field representative. The committee will meet quarterly, or as often as needed, to discuss issues, concerns, suggestions and ideas related to the facility, the workers and the residents and to promote better understanding between the Union, the Employer and the residents. This committee will also advise facility management on recruitment and retention issues. Minutes of the meetings will be posted within the facility. This Committee will have no authority to modify or interpret the collective bargaining agreement. Employee members of the Committee will be provided up to two (2) hours of paid release time to attend these meetings, provided their absence from regular duties does not unduly disrupt the facility's operations. If such employees come in from time off to attend Committee meetings, their time will not be paid by the Employer.

ARTICLE 7: COLLECTIVE BARGAINING AGREEMENT TRAINING

Within sixty (60) days of ratification, the Employer will conduct training for all management staff at the facility on the contents of the Collective Bargaining Agreement (CBA). The Union will be invited to participate in part of this training. Before the training takes place, the Union will notify the Employer of any specific CBA articles that require additional emphasis, and the Employer will ensure these topics are adequately covered in the training for management staff.

ARTICLE 8: EMPLOYEE FREE CHOICE, NEUTRALITY, AND VOLUNTARY RECOGNITION PROCEDURE

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.

The Employer agrees that it will not discriminate, interfere with, restrain, or coerce employees regarding membership in the Union or participation in activities on behalf of the Union. The Employer agrees not to discipline, discharge or otherwise discriminate against any employee who joined or engaged in lawful protected and concerted activity.

The Union shall not engage in disparaging campaigns, strikes or other economic action, including picketing, leafleting, 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. The Union will not coerce or threaten employees in an effort to obtain authorization cards.

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 representative 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 shall endeavor to respond to any issue raised through the Open-Door policy in fifteen (15) calendar days.

The Employer takes all complaints of harassment, fraud, waste, abuse, discrimination, retaliation, 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 may include 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. If an employee is not satisfied with their supervisor's decision, or the employee is uncomfortable discussing the issue with their immediate supervisor, 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

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.

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 the following pertinent information:

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

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

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

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

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

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

Violations of other contract Sections cannot be alleged after the written grievance has been submitted and accepted by the other party.

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

grievance meeting. The Step 1 response will settle the matter unless appealed to Step 2. The written response will be provided to the employee and the union representative.

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

Step 2: Grievance Appeal

If the Parties are unable to resolve the dispute in Step 1, 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.

If 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, the Union shall have the option of postponing the hearing to a mutually agreeable date.

Optional Mediation

If a grievance is not resolved at Step 2, either party may request, in writing, within fifteen (15) calendar days of the Step 2 response or lack of response that the matter proceeds to

mediation. The mediation process shall not interfere with the scheduling of an arbitration. If the non-requesting party agrees to engage in optional mediation, the requesting party shall request a panel from the Federal Mediation and Conciliation Service ("FMCS") or another mediation group agreed to by the parties. The mediator shall be selected by alternate striking from the list until one name remains. The mediator shall have no authority to bind either party to an agreement.

Arbitration

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

1. **Arbitrator Selection Process.** If the Employer and the Union have not mutually established a permanent panel of arbitrators, 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	Written (often via email) notice of	A step 2 grievance meeting must occur	Written response to the Union and

	the Employer's response (or lack thereof), move a grievance from Step 1 to Step 2.	Step 2 escalation to the HR Director.	with HR Director within 15 calendar days of the Employer's receipt of the Step 2 notification.	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.

ARTICLE 10: EMPLOYEE RIGHTS AND JUST CAUSE CORRECTIVE ACTION

SECTION 10.1: DISCIPLINE

The Employer shall have the right to discipline, suspend, or discharge any employee for just cause per the Employer's Policies (which includes the Employer's Rules, Procedures, and Handbook). In the event of a conflict between these and the terms of this Collective Bargaining Agreement, the Collective Bargaining Agreement controls. All disciplinary documents will identify the specific Employer policy(s) supporting the discipline.

No “verbal counseling,” “coaching,” or “in-service” discussion between an employee and a supervisor shall constitute discipline under this Section. Accordingly, no such verbal counseling, coaching, or in-service 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.

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' Policies. However, the nature and severity of an offense will permit imposition of disciplinary action at any level of discipline up to and including discharge.

SECTION 10.2: JUST CAUSE

"Just Cause" shall be defined as a fair and objective standard by which disciplinary actions, including but not limited to, reprimand, suspension, demotion, or termination, may be imposed by the Employer. The concept of Just Cause requires that any disciplinary action taken must be for a legitimate reason and supported by substantial evidence that the employee's conduct warrants such action. In determining whether Just Cause exists, the following seven criteria shall be considered:

1. **Notice**: The employee was given clear and adequate notice of the rules, policies, or standards of conduct that were violated and the potential consequences of violating them.
2. **Reasonable Rule or Order**: The rule, policy, or order that was violated must be reasonable, and the employee must have had a clear understanding of it.
3. **Investigation**: A fair, thorough and objective investigation was conducted by the Employer before taking disciplinary action.
4. **Evidence**: There is substantial and credible evidence to support the Employer’s conclusion that the employee committed the alleged infraction.

5. **Equal Treatment**: The rule, policy, or standard of conduct has been applied consistently and without discrimination or favoritism among employees.
6. **Proportionality**: The disciplinary action taken must be appropriate and proportionate to the severity of the offense, taking into consideration the employee's past record and any mitigating circumstances.
7. **Progressive Discipline**: Where appropriate, the Employer has applied progressive discipline, giving the employee an opportunity to correct their behavior before imposing more severe disciplinary action. For the purposes of implementing progressive discipline, violations of different categories or nature (e.g. tardiness and insubordination) will be on separate progressive disciplinary "tracks." The nature and severity of an offense will permit imposition of disciplinary action at any level of discipline up to and including discharge.

The Employer's Policies outline grounds for discipline or discharge, including immediate dismissal, provided such policies are not inconsistent with this Agreement nor with the principles of just cause. No question concerning the disciplining or discharging of probationary employees shall be the subject of the grievance or arbitration procedure. In a conflict, this Agreement will precede the Employer's work rules.

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 10.3: ADMINISTERING DISCIPLINE AND RIGHT TO UNION REPRESENTATION

In any meeting called by the Employer that could reasonably result in discipline of a Bargaining Unit Employee, the Employer will notify the employee of pending disciplinary action (if known),

will state the general subject of the discipline, and will inform the employee of their right to be represented by a Union Advocate or Union staff representative. The Employer will also notify the employee that they may choose not to have Union representation. The Employee will be given reasonable advance notice of the disciplinary meeting so employee may obtain union representation, if desired. If the employee elects Union representation, the Employer will proceed with the discipline only in the presence of a Union representative, except in those cases where the representative may not be readily available, the employee chooses not to have Union representation, or the infraction for which a suspension or termination is imposed constitutes a very "serious offense" warranting summary action (i.e., assault, attack or threat of physical violence on fellow employees or management representatives, etc.). When a Union representative is not readily available despite the employee electing to have Union representation, the Employer will administer discipline, not question the employee, and notify the Advocate as soon as possible of the action taken.

The Employer shall make a reasonable effort to promptly and privately administer discipline. All disciplinary action shall abide by the Grievance and Arbitration Procedure Article. Absent extenuating circumstances, the Employer shall impose disciplinary action within fourteen (14) calendar days of the event giving rise to the disciplinary action or within fourteen (14) calendar days of the Employer completing an investigation that justifies disciplinary action (so long as the investigation occurred within a reasonable period), whichever is later.

In a situation where the employer places a member on administrative leave pending an investigation, management will also explain why administrative leave is occurring before the completion of the Employer's investigation. If management places a member on administrative leave and the investigation does not result in discipline to the member, the Employer will compensate the member for scheduled workdays missed due to the administrative leave, per the Employer's pay practices.

SECTION 10.4: 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 10.5: ACCESS TO 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 10.6: DISCIPLINARY MATERIALS AND EVALUATIONS

No 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. A Bargaining Unit Employee's signature on a disciplinary form constitutes acknowledgment of the document but does not necessarily represent agreement with the discipline. An Employee's refusal to sign a disciplinary form does not invalidate the discipline. The Employer will use its best efforts to indicate on the disciplinary form that the employee refused to sign before placing it in the file, including obtaining a witness signature. An Employee has the right to attach a written statement to the disciplinary form expressing the employee's views. Such a statement will be included with the disciplinary form in the employee's personnel file.

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: 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. Forms that relate to the Employee's previous discipline for fraud, waste, abuse, violence, theft, harassment, discrimination, or retaliation 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 between twenty (20) and 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 employee is one with no regular schedule, but who works intermittently, depending on the availability of work, at minimum three (3) shifts a month if called by Employer. Casual employees are generally not eligible for any benefits. In the event a casual employee works an average of twenty (20) to thirty (30) hours per week over three (3) consecutive months, the employee may be required to convert to a part-time employee. If a casual or part-time employee works an average of thirty (30) or more hours per week over three (3) consecutive months, the employee may be required to be converted to a full-time employee. The Employer shall grant requests within twenty-one (21) days of receiving the request. The employee will

have thirty (30) days from the date of the status change to elect benefits. Employees converted to part-time and/or full-time (1) are eligible for the benefits as specified in this contract or as otherwise specified in the Employer's Employee Handbook, and (2) do not have to have a regular or fixed schedule (so long as they meet the above hours requirements) in order to maintain or obtain benefit eligibility.

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 sixty (60) days. Notice of 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, suspended, or disciplined 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 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 , 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 SEIU unionized Avalon 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;
- Layoff which either extends (a) in excess of twenty-four (24) consecutive months
- 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 him or her. The failure of the Employer to rehire said worker after the loss of seniority shall not be subject to the grievance and arbitration provisions of this Agreement.

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

ARTICLE 14: SUBCONTRACTING AND INSOURCING

Both parties understand that for the Employer to satisfy the demands of its residents and to successfully operate the facility, subcontracting of bargaining unit work may be necessary from time to time. Both parties recognize that subcontracting at the Facility arises in multiple contexts: (1) subcontracting with a caregiver agency to fill individual or time-specific caregiver staffing needs and (2) subcontracting with a third party to fill an entire non-caregiver department's or job classification's staffing needs (i.e. subcontracting with Healthcare Services Group, Inc to staff dietary, kitchen, or laundry staffing needs). Subcontracting with a caregiver agency to fill individual or time-specific caregiver staffing needs shall not result in the reduction or layoff of bargaining unit employees.

SECTION 14.1: SUBCONTRACTING CAREGIVER AGENCY STAFF

The Employer will offer shifts to bargaining unit caregiver staff prior to subcontracting bargaining unit work. If the Employer subcontracts more than 25% or more of its caregiver staff

over a month-long period, the Employer shall notify the Union so that the Union and Employer can meet to discuss how to reduce the Employer's dependency on agency staff.

SECTION 14.2 SUBCONTRACTING NON-CAREGIVER AGENCY STAFF:

The provisions below apply only to subcontracting agreements for non-caregiver staff (i.e. laundry, housekeeping, dietary).

Insourcing: If the Employer terminates an agreement with a subcontractor, it shall make a good faith effort to "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. Any discipline an employee has received directly from the Employer may be considered when the Employer is contemplating the employee's qualifications for hiring.
- The Employer shall honor the experience and seniority date of impacted employees.
- The Employer shall abide by all state and federal laws and regulations.

Initial Subcontracting: If the Employer, in its discretion, determines to subcontract bargaining unit work to a subcontracting company ("the Subcontractor") during the duration of this Agreement, the Employer shall notify the Union thirty (30) days before the Subcontractor commences operations at the facility. When subcontracting any work covered by this Agreement, 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, and the subcontractor shall offer an equivalent position to any and all displaced employees.

ARTICLE 15: STAFFING AND SUPPLIES – SEIU INITIAL PROPOSAL

SECTION 15.1: STAFFING

The Employer shall ensure adequate staffing for employees to perform their job duties and to give high-quality resident care. Employee(s) who have concerns about staffing or workloads on a given shift, day, or unit, or on an ongoing basis, are encouraged to speak directly with their supervisor. The Employer must respond to and address hazardous conditions or safety issues in the work environment within thirty (30) days.

Employee(s) may present staffing concerns to or via the Labor-Management Committee. The LMC should include the concern in its regular conversations about staffing solutions. In order to make any conversations about staffing solutions as data-driven as possible, the Employer shall provide the Union – if and when the Union requests it – the staffing levels (as quantified by hours per resident day) specific to each facility, shift, and department over at least the previous six months.

SECTION 15.2: SUPPLIES

No employee shall be required to provide appropriate safety equipment, supplies, or protective garments, including, but not limited to gloves and/or masks, at their own expense, to perform any task for a resident. If such a situation arises where there are insufficient appropriate supplies, materials, and/or equipment to meet operational needs, employee work responsibilities, and/or resident safety, the employee will report the situation immediately to their supervisor and/or their department head, and the Employer will address the insufficiency in a timely manner.

ARTICLE 16: 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:

- Positions shall be posted for at least five (5) calendar days for bid by current bargaining unit employees. Postings shall include classification, shift, and rate-of-pay. Postings will include an online job posting, but must also include a physical posting in the facility in a conspicuous location that includes the date the job posting was created. Postings will include qualifications and instructions for how to apply for the position. Facility leadership is also encouraged to regularly and electronically disseminate (e.g. via announcements through HRIS system or email) the online job postings to the bargaining unit employees within five (5) calendar days of the posting
- The vacancy will first be offered to qualified bargaining unit applicants received in the initial five (5) calendar day posting. The most qualified bargaining unit applicant as determined by the selection process will be offered the position. 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.
- If no bargaining unit 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 17: HOURS OF WORK AND SCHEDULING

SECTION 17.1: NORMAL WORK WEEK AND PAYDAYS

The work week runs from Sunday at 12:00 AM through Saturday at 11:59 PM. The normal workweek shall be no more than forty (40) hours per week.

Pay periods and paydays shall be as outlined in the Employer's Policies. Presently, pay is distributed biweekly; the Employer will notify the Union if they change their pay periods or paydays.

SECTION 17.2: OVERTIME AND MANDATORY OVERTIME

Overtime shall be paid for all hours worked in excess of forty (40) in one week in accordance with federal and state law. No overtime shall be worked unless approved in advance. The Employer may schedule mandatory overtime to meet the needs of the business, but the use of mandated overtime must comply with the Healthcare Facility Employee Overtime Law as enforced by Washington State Department of Labor and Industries (L&I). An employee shall be exempted from mandatory overtime due to reasonable extenuating circumstances, e.g. weather, childcare requirements.

SECTION 17.3: WORK SCHEDULES

SECTION 17.3.1: GENERAL SCHEDULING

The Employer shall fix the hours of work and post schedules digitally. 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.

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 in instances of mandatory overtime or low census. If a Bargaining Unit Employee wants to make a schedule change or request time off after the schedule is posted, the Employee needs to make the request as soon as possible, the

Employer may not be able to accommodate the requested changes after the schedule is posted.

If a worker wishes to change a scheduled day with another worker, both must sign a written request or initiate an electronic request via the HRIS system, and it must be approved by their supervisor or scheduler who may consider changes that result in overtime but should otherwise not unreasonably deny the request.

SECTION 17.3.2: WEEKEND AVAILABILITY

The Employer shall make a good faith, reasonable effort to place bargaining unit employees on a regular schedule that distributes weekend assignments evenly amongst the employees.

SECTION 17.4: CHANGE IN REGULAR SHIFT, SCHEDULE PATTERN, OR WORKDAYS

Once every three-hundred and sixty-five (365) days, the Employer has the right to without the employee's consent but with thirty (30) days' notice, change a Bargaining Unit Employee's regular shift (i.e. day to evening), schedule pattern (i.e. X-Y-Z vs. 4-on-2-off), or regular set of workdays. The Employer will not change or alter a Bargaining Unit Employee's shifts or set of workdays without a bona-fide business need.

Changes of schedules shall not result in the material reduction of the current amount of scheduled hours that an employee is working. Changes in the scheduling of shifts that impact more than 50% of the bargaining unit shall be effects bargained with the Union if the Union requests.

SECTION 17.5: OPEN/EXTRA/ADDITIONAL SHIFTS

Open and extra shifts shall be offered on a voluntary and equitable basis in rotating seniority order. There shall be no preferential treatment in the offering of open shifts. The Employer shall implement a scheduling system that electronically notifies employees of extra work opportunities due to vacant shifts. The shift will be given to the first employee to sign up for the

shift. If no bargaining unit employee fills the shift twenty-four (24) hours in advance of the shift start time, the Employer may use agency personnel to fill the shift.

SECTION 17.6: MEAL AND REST PERIODS

The Employer will provide workers who work a full shift with a half-hour unpaid meal period. As permitted by Washington state law, the Employer may implement a process whereby employees are given the option to waive their meal period or to revoke their waiver; if the Employer implements this process, they will notify the Union thirty (30) days in advance of their intended implementation date. The Employer will provide a fifteen (15) minute paid rest period during each four (4) hour half-shift; 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. 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.

ARTICLE 18: LOW CENSUS, LAYOFF, AND RECALL

SECTION 18.1: REDUCTION OF HOURS FOR LOW CENSUS

In the event of a temporary decrease in occupancy and/or the level of care required by residents in the facility to the extent that there is insufficient work to require the normal staffing, the Employer shall have the option to assign low census days/hours to employees. During temporary periods of low census, the Employer shall reduce hours in accordance with the following principles:

- **Temporary Reassignment:** First, the Employer shall first consider whether employees in the job classification and unit that is experiencing low census for the shift can be reassigned to another unit (and/or, where appropriate, another job classification) for which the employee is qualified. Such reassignment shall first be made to the least senior employee in the job classification. No employee shall suffer a reduction in his/her pay due to such temporary reassignment.

- **Order of Hours Reduction:** If hours reductions are still needed after the potential reassignment, then the Employer shall reduce hours in the following order. First, the Employer shall cancel the shifts of contract agency/registry personnel and temporary workers. Second, the Employer shall ask if there are any bargaining unit employees who volunteer to reduce their hours. Third, it will then cancel the shift or reduce the hours of employees on extra shifts in order of Seniority. Fourth, the Employer shall 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.
- **Rotation:** 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. For the purposes of low census rotation, an employee who volunteers for a low census day will be considered as having been assigned low census. Should an employee be called off out of turn in the rotation, their remedy will be to be skipped in the rotation when their "turn" next comes up.
- **Notice of Low Census:** When the Employer has prior notice of a low census situation, the Employer shall notify affected employees as soon as possible via call and text message, and 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 without receiving two (2) hours notice 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.
- **Maintain Benefit Eligibility:** If an employee is called off due to low census, the employee shall be eligible to have the hours which were scheduled to be worked count as time worked for the following, including but not limited to: eligibility for benefits, waiting periods under health insurance and other fringe benefit plan, vacation and sick leave accruals. The employee may have to complete a form requesting such "credit" if

the Employer's time & attendance system is not set up to automatically track low census hours.

- **Discussion If Low Census Persists:** It is understood that reduction in hours due to low census is expected to be a temporary state. In the event bargaining unit employees within the same job classification or department are assigned low census time off on a majority of the days during a forty-five (45) calendar day period, the Employer and the Union shall meet within ten (10) calendar days of the Union's request to discuss alternatives, including the feasibility of implementing the layoff provisions of this Agreement. Notwithstanding, the Union may request a meeting with the Employer at any point of low census to discuss appropriate solutions, if it is determined that reduction in hours is causing significant distress and economic impact to bargaining unit employees.

SECTION 18.2: LAYOFF AND BUMPING

In the event the Employer finds it necessary and desires to reduce its staff by laying-off employees, it shall do so by job classification and shift in accordance with the following principles:

- **Notice:** The Employer shall identify the: 1) job class, 2) shifts, and 3) unit where it has determined that staff reductions need to be implemented as well as the number of hours per (or number of shifts per) pay period to be eliminated and shall provide written notice of the pending layoff to the Union and to affected employees. Notice shall also be sent to the employees within the affected job class on all units and shifts who have less seniority than the employees who are being initially displaced from their positions advising them that, they may be subjected to layoff and/or displacement from their current positions, depending upon the "bumping" decisions made by more senior displaced employees. Such written notice shall be sent as expeditiously as possible but at least twenty-one calendar days in advance of the effective date of the proposed layoff and shall identify the effective date of layoff. The notice to the Union shall also

include the names of all employees who are subject to being displaced by the layoff and indicate whether there were specific, documented resident care needs the Employer has deemed to be sufficient factors to override a senior employee's seniority. A current seniority list of all bargaining unit employees shall be provided with layoff notice.

- **Severance If Not Proper Notice:** The Employer will pay two weeks of severance to any employees who are laid off and have been with the company for 2 years who did not receive at least twenty-one days notice of the layoff.
- **Temporary Reassignment:** Prior to engaging in layoffs, the Employer shall first consider whether employees in the job classification and unit that is experiencing potential layoff for the shift can be reassigned to another unit (and/or, where appropriate, another job classification) for which the employee is qualified. Such reassignment shall first be made to the least senior employee in the job classification. No employee shall suffer a reduction in his/her pay due to such temporary reassignment.
- **Order of Layoff:** If layoffs are needed, then the Employer shall layoff employees in the following order. First, the Employer shall cancel the shifts of contract agency/registry personnel and temporary workers. Second, the least senior employee(s) in the affected job class, whose regularly scheduled hours are within the number identified for reduction on the shift and unit identified for the reduction, will be displaced from their positions first.
- **Meeting**: Upon the Union's request the Employer and the Union shall meet as soon as practical following receipt of the Notice of Layoff to review any potential alternatives to layoff (including the Washington SharedWork Program) as well as the layoff process and the options available to employees displaced by the layoff to bump into positions of the least senior employees as provided in this Section.
- **Displaced Employees:** Employees shall be considered to be "Displaced" either if their positions were identified for reduction/elimination, or if a senior employee "bumped"

into their position. Once displaced, an employee will be advised of their "bumping" options in order of their seniority along with all other Displaced employees.

- **Equivalent Hours:** A position shall be considered to have equivalent regularly scheduled hours if there is not more than eight (8) hours per day period difference in the number of regularly scheduled hours.
- **Bumping:** As soon as practical prior to the effective date of the layoff, the Employer and a Union representative shall meet with each employee whose position has been identified for reduction to provide the employee with their "bumping" options, beginning with the most senior employee. Probationary employees shall not be eligible for bumping under this Provision. Employees will be offered the opportunity to elect to bump/displace less-senior employees in any job classification or in any shift provided that they have the qualifications to do the job. A Bargaining Unit Employee who is displaced in a Layoff or has reduced hours 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 there is no conflict in schedule. When presenting options, employee names will not be associated with their positions. Employees making selection decisions will only see scheduled hours/pay period, unit and shift associated with positions they may consider bumping into. Employees will only count towards caregiving staffing ratios if they are actively performing the job for which they have licensure.

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. It shall be the responsibility of the worker to keep the Employer informed of their present contact information.

ARTICLE 19: EMPLOYEE HEALTH AND SAFETY

SECTION 19.1: 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 and the Union have a mutual interest in ensuring that all employees are adequately trained regarding the contents of this article. Accordingly, the Employer shall share with the Union any intended trainings that relate directly to the contents of this article. The Union may share feedback with the Employer regarding those trainings, and the Employer shall make a good faith effort to incorporate and address any feedback regarding those trainings.

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

If the Employer becomes aware of harassment, it will act promptly to ensure the conduct is addressed. The Employer aspires for managers and supervisors to prevent employees from experiencing harassment. This includes modeling appropriate workplace conduct standards,

monitoring employee and third-party conduct, and promptly responding to alleged incidents or reported concerns, and implementing corrective measures 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.

If 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, the employee should immediately notify their supervisor, administrator, or HR Department.

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. 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.

SECTION 19.2: REGULAR COVID-19 TESTING PAY PROTOCOLS

If the Employer mandates regular COVID-19 testing protocols including from asymptomatic employees, employees need not test for COVID-19 on their days off. If for extraordinary circumstances, the Employer requires that workers test for COVID-19 on their day off, it will compensate employees for thirty (30) minutes at their regular hourly rate.

ARTICLE 20: 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 not 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.

ARTICLE 21: EDUCATIONAL ASSISTANCE AND TUITION REIMBURSEMENT

The Employer will offer an Education Assistance benefit to all full- and part-time employees who have completed one (1) year employment and desire to continue their education in a job-related field approved by the Employer.

SECTION 21.1: DEGREE, LICENSE, AND CERTIFICATION PROGRAMS

The Employer will agree to reimburse the registration fees, tuition costs, and cost of books in an approved educational program up to $1,250 per year. An interested employee must submit a completed Tuition Reimbursement Request packet to his/her immediate supervisor who will

forward it with the supervisor's recommendation to the Administrator. The Administrator will review the request and determine whether or not it will be approved, the extent to which reimbursement will be made, and the number of work hours the employee must maintain while actively enrolled in the program. To receive reimbursement, an employee must receive a passing grade of "C" or better.

SECTION 21.2: OTHER SEMINARS

The Employer will pay registration and material costs for all full-time employees who have completed one (1) year of employment with the Employer to attend job-oriented seminars or continuing education programs approved by the Employer. The employee will notify their supervisor as far in advance as possible. Approval for reimbursement for such programs may be limited based upon departmental budget restrictions and the availability of similar training without cost to the Employer (such as when the Employer offers similar training in-house). If approved for education assistance reimbursement, the employee will submit a copy of any certificate of completion to their supervisor to be placed in their personnel file. For either Degree/Certification programs or Seminars, the course must be job-oriented and offered by an approved education/training institution.

SECTION 21.3: MANDATORY TRAININGS

Employees are generally expected to complete job required trainings at work while on paid time. The Employer will provide reasonable opportunities for employees to complete these trainings while at work. Via the LMC, the Union and the Employer will work together in the first half of 2025 to create facility-specific processes that ensure employees have reasonable opportunities to complete these trainings while at work. If employees are unable to complete their required trainings on their regular work days, the Employer may direct employees to complete the required training some other way as paid work time.

ARTICLE 22: ANTI-NEPOTISM

To maintain fairness and prevent conflicts of interest within the workplace, the Employer shall not favor or provide preferential treatment to any employee or applicant based on familial relationships. For the purposes of this provision, "relative" includes spouse, domestic partner, parent, child, sibling, grandparent, grandchild, cousin, aunt, uncle, niece, nephew, or any in-law or equivalent relationship by marriage or partnership. Specifically, no employee shall be directly supervised by a relative or be in a position where they could influence the employment, promotion, evaluation, or compensation of a family member. In situations where a potential conflict of interest arises due to familial relationships, the employer shall take appropriate steps to eliminate the conflict, including but not limited to:

- Reassignment of one or both employees to different departments or teams.
- Restructuring of job duties to remove supervisory or evaluative responsibilities.
- Temporary or permanent recusal of one or both parties from decision-making processes involving the other.
- Implementation of additional oversight or review of decisions made by the involved employees to ensure impartiality.
- Restriction of access to sensitive information that could lead to a conflict of interest.
- Establishment of a third-party mediator or impartial committee to oversee any decisions that may affect the relative's employment.

ARTICLE 23: NO DISCRIMINATION

SECTION 23.1: 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), parental status, pregnancy, criminal background, citizenship or immigration status, sexual orientation, gender identity or expression, gender, age (40 and older), marital status, veteran's status (as defined by USERRA) or any protected class protected by law.

SECTION 23.2: 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 by the Employer. 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 their 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 24: HIRING RATES AND WAGES

SECTION 24.1: CURRENT EMPLOYEES' PLACEMENT ON SCALE UPON RATIFICATION

Wage increases as shown in Appendix A shall go into effect the first full pay period after ratification.

On-Scale Placement: Placement on the wage scale for employees whose current rate of pay does not exceed the new wage scale shall be as follows:

1. current clinical job classification employees will be placed on the wage scale based on their licensed years of CNA experience; and
2. current non-clinical job classifications will be placed on the wage scale based on relevant years of experience.

Overscale Employees: On the first full pay period after ratification, employees whose current rate of pay exceeds the new scale based on their years of service (non-clinical) or licensed years of service (clinical) will remain at their current rate and receive a Max on Merit bonus of 1.5% of their 2024 annualized gross wages. The Employer will determine the amount of this bonus during the first full pay period after ratification and pay it to the employee on the first payday thereafter. The Parties recognize that Avalon took ownership of the facilities in the middle of 2024, and so will work together to identify the appropriate 2024 annualized gross wages for specific overscale employees.

No Loss in Pay: The Union and the Employer acknowledge that because this is a first contract, there may a rare instance in which placement on the scale would result in a decrease in an employee's wages; the Employer and the Union shall work together to ensure those individual employees do not experience a wage reduction as a result of this contract.

SECTION 24.2: HIRING AND PROMOTION SCALE

The first full pay period after ratification of this agreement, the wage scale in Appendix A will be in effect. Employees hired after ratification will be placed on the scale based on their licensed years of CNA experience for clinical job classifications and by years of experience for non-

clinical job classifications. In the rare 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 following a consultation with the Union. If an employee is promoted to a position in a different classification within the bargaining unit, the employee will be placed on the new scale based on their licensed years of CNA experience for clinical job classifications and by years of experience for non-clinical job classifications.

SECTION 24.3: ANNIVERSARY INCREASES/ADVANCEMENT ON THE WAGE SCALE

Beginning the first full pay period of the second year of this Agreement (January 4, 2026), Employees will receive a thirty-five cent ($0.35) cost of living increase and will also advance to the next step on the wage scale for their job classification.

Any employee whose December 31, 2025, rate of pay exceeds the top of the 2025 wage scale for their classification, but no longer exceeds the top of the 2026 wage scale, will be placed at the top step of the wage scale for their classification. If this results in a minor increase in their wage rate (equal or less than $0.25), they will receive a 1.5% Max on Merit Bonus of their 2025 annualized gross wages.

Employees whose December 31, 2025, rate of pay exceeds the new 2026 scale will remain at that rate and receive a Max on Merit bonus of 2% of their 2025 annualized gross wages.

SECTION 24.4: SHIFT DIFFERENTIALS AND BONUSES:

Shift differentials shall be additive. When a CNA works a shift that qualifies for multiple differentials (e.g., receiving an extra shift incentive bonus for a night shift), each applicable differential shall be added to the base rate.

Extra Shift or Pick-Up Shift Incentive Bonus: Clinical: The Employer has the discretion to apply or not apply an incentive bonus for an open shift that needs filling. If the Employer does apply an incentive bonus, that bonus shall amount to three ($3.00) dollars per hour for individuals

with a clinical job classification. If an employee has an unscheduled or unprotected absence within the pay period in which the extra hours or shift was worked, the bonus will be forfeited.

Evening Shift Differential: All employees with a clinical job classification 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.

Night/Third Shift Differential: All employees with a clinical job classification 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.

Lead Differential: CNAs who have been designated as a mentor/lead by the Employer in order to train new employees shall receive a one dollar and fifty cents ($1.50) differential per hour.

SECTION 24.5: COLLABORATION ON MEDICAID RATE ADVOCACY AND WAGE EQUITY BILLS

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).

Wage Equity Bills: Furthermore, if the legislature appropriates any funding specifically for wage increases for direct and indirect care workers at SNFs, the Employer will bargain with the union over the spending of these funds. Upon the legislature appropriating these funds, the Union will notify the Employer of its obligation to direct these funds towards wages and its intent to bargain the wages. Within 14 calendar days of the Union notifying the Employer, the Employer must draft an initial proposal for a revised wage scale that it will share with the Union. Upon receipt of the Employer's proposal, the Union has ten (10) calendar days to (1) accept the proposal, or (2) elect to engage in bargaining over the Employer's proposal.

SECTION 24.6: 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 the Employer would like to implement an OSWI, they shall present an OWSI proposal to the Union. The Union shall have five (5) days to either (1) approve the proposal, or (2) engage in bargaining over the proposal. If the Union elects to engage in bargaining, the Employer and the Union shall commence bargaining over the OWSI within two (2) weeks of the Union's initial decision.

Upon the conclusion of bargaining, 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 24.7: INCENTIVE PROGRAMS

The Employer may offer employment bonuses at its discretion, such as sign-on, referral, or retention bonuses. 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 or adjusts an incentive program, the Employer shall notify the Union within two (2) weeks of the implementation or adjustment of 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 25: INSURED BENEFITS

The Employer offers medical, dental, and vision coverage to eligible employees. Newly hired eligible employees must complete their benefits elections within the first thirty (30) days of hire. Coverage for new hires begins the first day of the month following thirty (30) days of employment. Current employees who experience a qualifying life event must complete their benefit elections within thirty (30) days of the qualifying life event. The Employer shall maintain the current cost-share percentages of the medical, dental, and vision insurance premiums for all plan tiers.

The Employer must notify and bargain with the Union if they are considering modifying the core plan design cost sharing terms of the base insurance plan (i.e. deductibles, co-insurance, co-payments, or out-of-pocket maximums) in a manner that would result in increased employee contributions to the cost of healthcare under the plan.

ARTICLE 25.1: CURRENT COST-SHARE PERCENTAGES:

The Employer’s percentage of the cost share per Medical plan are as follows:

- Ameriben $1750 Traditional (VC)
    - Employee: 57.39%
    - Employee + Spouse: 57.81%
    - Employee + Children: 57.39%
    - Employee + Family: 57.25%
- Ameriben $2000 QHDHP (VC)
    - Employee: 64.10%
    - Employee + Spouse: 64.57%
    - Employee + Children: 64.10%
    - Employee + Family: 63.94%
- Ameriben $3000 QHDHP (VC)
    - Employee: 79.06%
    - Employee + Spouse: 73.41%
    - Employee + Children: 72.88%
    - Employee + Family: 72.69%

ARTICLE 26: RETIREMENT/401 (K) PLAN – SEIU INITIAL PROPOSAL

The 401(k) plan in place at the time of the ratification of this agreement will continue. Any modifications to the 401(k) plan must be bargained with the Union.

ARTICLE 27: VACATION AND PAID SICK LEAVE

SECTION 27.1: VACATION BENEFIT

All full-time and part-time bargaining unit employees are eligible to accrue vacation. Accrued vacation may be used for vacation, holidays and personal time or illness not covered by the Paid Sick Leave Benefit.

SECTION 27.2: VACATION GENERAL PRINCIPLES AND ACCRUAL

The following principles apply to Vacation eligibility, accrual and usage:

- Accrual of Vacation begins on the first day of employment, and the accrual rate per hour is based on the employee's length of service, as included in the table below.
- Vacation hours are accrued by full-time and part-time employees from their date of hire on hours worked and any paid leave hours (i.e., vacation, sick leave, holiday, etc.) up to eighty (80) hours per pay period. Accrued vacation hours are not earned until the end of each pay period, and employees must be actively employed in a vacation-eligible status to earn accrued vacation hours and have them added to the employee's vacation bank.
- Employees whose status changes to one that is not eligible for vacation accrual (i.e. from full-time or part-time to Casual) will stop accruing vacation as of the beginning of the pay period in which their status change becomes effective. The employee's accrued vacation will remain in their account until used or cashed out pursuant to Section 17.5

Length Of Service	**Vacation Benefit** **Accrual Rate Per Hour Worked**	**Accrual Cap**
0-1 YEARS	0.0385	80 hours
1-5 YEARS	0.0385	160 hours
5-10 YEARS	0.0500	180 hours
10+	0.0654	200 hours

SECTION 27.3: REQUESTING VACATION

In general, employees may request Vacation at least 30 days in advance, so the Employer 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 Vacation 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 residents, patients, and time off previously scheduled by

coworkers must be considered. If vacation 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. Vacation requests will be accepted in the order they were received; if Vacation requests are submitted on the same day, the Vacation request of the more senior employee takes priority.

SECTION 27.4: OPTIONAL CASH OUT OF VACATION 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 his or her earned Vacation 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 eight (8) hours to be paid through the regular payroll cycle.

SECTION 27.5: PAID SICK LEAVE GENERAL PRINCIPLES

Eligibility: All employees are eligible for Paid Sick Leave.

Paid Sick Leave Upon Hire: Upon commencement of employment, a new regular part-time employee will receive an initial grant of four (4) hours of paid sick time, and a new regular full-time employee will receive an initial grant of eight (8) hours of paid sick time.

Paid Sick Leave Accrual Rates: 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 0.0250 hours of accrued sick leave for every hour worked. For full-time employees, this approximately amounts to six and a half (6.5) days of accrued sick leave annually.

Usage Upon Hire and Rollover: Paid Sick Leave hours will be available for eligible employees to use upon hire. Up to 52 hours of accrued, unused paid Sick Leave will roll over each year based on the employees' anniversary date.

Sick Leave Acceptable Uses and Protections Per Law: 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

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 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. Additionally, as per Washington Law, employees need only provide proof of sickness if their absence exceeds three (3) days (verification can be required on the fourth consecutive day of absence).

SECTION 27.6: 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 Washington's protected Paid Sick Leave, they may use accrued and unused Vacation hours. However, these hours are not protected by Washington protected paid sick leave law.

If an employee has exhausted their Vacation 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 27.7: TERMINATION OF EMPLOYMENT, VACATION AND PAID SICK LEAVE BENEFITS

Unless otherwise required by State law, the below rules apply. In the case of any Paid Sick Leave hours that are not paid out at termination or separation, if the employee is rehired within 12 months, the employee's previously accrued, unused paid Sick Leave will be reinstated.

Resignation with Proper Notice: Employees who resign with a minimum of two weeks' notice will be eligible to receive payment for all accrued Vacation hours at 100% the value.

Resignation without Proper Notice or Termination for Cause: Employees who resign with less than two weeks' notice or employees who are terminated for cause will not be paid any accrued Vacation hours.

ARTICLE 28: HOLIDAYS

The Employer recognizes the following seven (7) holidays:

1. New Year's Day
2. Memorial Day
3. Independence Day
4. Labor Day
5. Thanksgiving
6. Christmas
7. 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 Floating Holiday shall be compensated at straight-time pay.

The Employer shall consider 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 employees are eligible for Holiday Pay.

Full-Time employees who work on a recognized holiday, are paid holiday hours equal to the hours worked on the holiday. For example, if the Full-Time employee works 7 hours on a holiday, they receive an additional 7 hours of holiday pay. If they work 12 hours on a holiday, they receive 12 additional hours of holiday pay. Full-Time employees who do not work on a holiday receive 8 hours of holiday pay at their regular hourly rate.

Part-Time and Casual employees who work on a recognized holiday, are paid holiday hours equal to the hours worked on the holiday. For example, if the Part-Time or Casual employee works 7 hours on a holiday, they receive an additional 7 hours of holiday pay. If they work 12 hours on a holiday, they receive 12 additional hours of holiday pay. Part-Time and Casual employees who do not work on a holiday do not receive holiday pay.

ARTICLE 29: LEAVES OF ABSENCE

All leaves of absence must be requested by an employee via the Employer's system for managing leave requests as far in advance as possible stating the reason for the leave and the amount requested. If an Employer believes or knows a Leave of Absence for an employee 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.

SECTION 29.1: LEAVES OF ABSENCE UNDER LAW:

SECTION 29.1.1: WASHINGTON STATE PAID FAMILY AND MEDICAL LEAVE (PFML) AND FEDERAL FAMILY MEDICAL LEAVE (FMLA)

The Employer shall abide by the laws and regulations laid out in PFML and FMLA. The Employer and the Union both acknowledge that PFML and FMLA are often complex benefits for employees to navigate and that the application of these benefits will vary from employee to employee.

Accordingly, (1) the Employer shall support employees in accessing the benefits and protections they are entitled to under law, including leave time, benefit continuity, job security, and other benefit eligibility (i.e. if they are eligible for compensation through supplemental Disability Benefit Insurance), and (2) the Employee will make a good faith effort to communicate to the Employer about their needs so that the Employer and Union may support them in obtaining their entitled-to benefits.

SECTION 29.1.2: MILITARY-RELATED LEAVE

The Facility honors and appreciates their employees who serve in the military. Under law, employees may be entitled to Military Leave, Military Caregiver Leave, and Military Spouse Leave. The Facility provides military leave and re-employment rights in accordance with applicable state and federal law. Employees with questions about military leave should contact their Facility HR representative.

SECTION 29.1.3: 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 state law.

SECTION 29.2: HANDBOOK LEAVES OF ABSENCE

SECTION 29.2.1: 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. If approved, this personal leave runs concurrent with the personal leave available in the Employer's employee handbook.

SECTION 29.2.2: BEREAVEMENT LEAVE

Upon completion of the required probationary period, an employee shall be eligible for three (3) days (up to eight (8) hours each day) of paid leave per year for the death of an immediate family member. Employees may use accrued paid time off or sick time for additional bereavement leave. If additional bereavement leave is necessary, the employee may request unpaid time off. Immediate family shall be defined as a grandparent or grandparent-in-law, aunt or uncle, parent or parent-in-law, in 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.

In the cases of the death of someone who is not an immediate family member (such as a friend or other relative), employees may take up to three (3) days off without pay.

SECTION 29.2.3: JURY DUTY LEAVE AND PAY

A Bargaining Unit Employee who is called for jury duty shall notify their Supervisor or Business Office Manager within 48 hours of receiving the summons. Employees will receive pay for each workday missed, for up to ten (10) business days (up to eight (8) hours each day). A Bargaining Unit Employee who is subpoenaed as a witness in any court proceeding shall receive unpaid leave; if, however, the Bargaining Unit Employee is called as a witness in a matter on behalf of the Employer, the Employee will be paid for that time as hours of work.

SECTION 29.3: UNION LEAVE

SECTION 29.3.1: 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. Union Leave longer than one month is unprotected leave with no guaranty of job reinstatement and no benefits continuation. The employee's use of Union Leave may also result in a loss of benefits coverage. 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 and staffing needs of the Facility, 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 29.3.2: SHORT UNION LEAVE (UNPAID)

With thirty (30) days' notice to the Employer, employees may request to use paid time off or unpaid time off to attend Union related events such as: the Union's annual convention (SEIU 775 convention), the convention of SEIU, to engage in public advocacy or in-person public advocacy for quality long-term care, or to participate in other Union business. The Employer shall attempt to accommodate these requests while balancing the Facility's staffing and census requirements, patient needs, and time off requests from other employees. The Employer should treat these requests equivalently to other planned paid or unpaid time off requests, and the Employer shall promptly reply to such requests.

SECTION 29.3.3: UNION BARGAINING LEAVE (UNPAID):

The Employer and the Union agree that is in their mutual interest to have a consistent set of Bargaining Committee members attend bargaining sessions. The Employer shall grant unpaid release time to Employees who are part of the Union Bargaining Committee to attend bargaining sessions, bargaining trainings, or proposal reviews. For the releases, the Union shall provide as much notice as is reasonably possible, but no less than 14 calendar days. There may

be circumstances where last minute scheduling occurs with mutual agreement. In those situations, the Employer will acknowledge the short (less than 14 calendar days) but reasonable notice and ensure Bargaining Committee members are granted unpaid release time for bargaining.

ARTICLE 30: SOLE AGREEMENT, MATTERS COVERED, AMENDMENT, STANDARDS PRESERVED, PREMIUM CONDITIONS

SECTION 30.1: 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 30.2: 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 30.3: 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 30.4: 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 30.5: 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. If 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 31: NOTICE OF SALE AND SUCCESSORSHIP

In the event the facility is to be sold, assigned, leased, or transferred to a new employer ("The Successor Operator"), the Employer shall make a condition of the transaction that the Successor Operator must exercise one of the following two options.

Option A: Extended Notice of Sale

- **Notice Period:** The Employer and the Successor Operator will provide to its employees and the Union at least 120 calendar days' notice prior to the effective date of the transaction. The Employer and Successor Operator are bound by federal and state laws and regulations regarding the notice of the transaction to the employees and to relevant authorities.
- **Collective Bargaining Agreement Continuation:** With the extended notice period, the Successor Operator has no obligation to continue the existing Collective Bargaining Agreement. However, the Successor Operator may exercise an option to continue the Collective Bargaining Agreement for any amount of time up to its present expiration date.
- **National Labor Relations Act Obligations:** Per the National Labor Relations Act, if the Successor Operator hires a majority of the workforce at the facility (including the non-unionized employees), they must recognize the Union as the exclusive collective bargaining agent of the unionized employees with an obligation to bargain in good faith. The Successor Operator is encouraged to bargain prior to the effective date of the transaction.
- **Benefits**: The Successor Operator is not required to offer the same benefits as the Employer, including medical insurance, dental insurance, vision insurance, 401k or retirement plans, group life plan, disability insurance programs, and vacation or sick leave. However, the Successor Operator shall (1) offer a medical insurance plan that is comparable in coverage to the Employer's plan, and (2) offer a comparable total accrual rates for time off as the total time off accrual rates for vacation and sick leave contained in this Agreement. Additionally, the Employer and Successor Operator shall make a good faith effort to maintain employees' leave balances through the transition rather than paying out their leave prior to the effective date.

OPTION B: Continuation of the Collective Bargaining Agreement

- **Notice Period:** The Employer and the Successor Operator will provide to its employees and the Union at least 60-calendar days' notice prior to the effective date of the transaction. The Employer and Successor Operator are bound by federal and state laws and regulations regarding the notice of the sale to the employees and to relevant authorities.
- **Collective Bargaining Agreement Continuation:** With the reduced notice period, the Successor Operator has an obligation to continue the existing Collective Bargaining Agreement for at least sixty (60) days following the effective date of the transaction. During the minimum sixty-day continuation period, the Successor Operator has the option to notify the Union it wishes to begin negotiating the terms and conditions of employment during that period. If the Successor Operator does not exercise that option, the CBA shall continue in effect until its expiration.
- **National Labor Relations Act Obligations:** Per the National Labor Relations Act, if the Successor Operator hires a majority of the workforce at the facility (including the non-unionized employees), they must recognize the Union as the exclusive collective bargaining agent of the unionized employees with an obligation to bargain in good faith. The Successor Operator is encouraged to bargain prior to the effective date of the transaction.
- **Benefits:** The Successor Operator is not required to offer the same benefits as the Employer, including medical insurance, dental insurance, vision insurance, 401k or retirement plans, group life plan, disability insurance programs, and vacation or sick leave. However, the Successor Operator shall (1) offer a medical insurance plan that is comparable in coverage to the Employer's plan, and (2) offer a comparable total accrual rates for time off as the total time off accrual rates for vacation and sick leave contained in this Agreement. Additionally, the Employer and Successor Operator shall make a good faith effort to maintain employees' leave balances through the transition rather than paying out their leave prior to the effective date.

In the event the Employer is unable to find a purchaser that is willing to purchase the facility under the terms and conditions specified herein, the Employer shall notify the Union. Upon notifying the Union, the Parties shall meet within ten (10) business days to discuss the potential adjustment of this provision. The Employer shall have no responsibility or liability for any breach of the provisions of this Section by The Successor Employer as long as the Employer performs the obligations set out in this Article.

ARTICLE 32: NO-STRIKE CLAUSE

The parties agree that during the life of this Agreement, there shall be no strikes caused or sanctioned by the Union and there shall be no lockouts entered upon by the Employer.

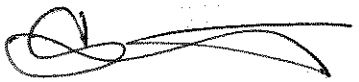
ARTICLE 33: TERM OF AGREEMENT

This Agreement shall be effective upon ratification. Unless amended by the Parties' mutual written agreement, it shall remain operative and binding on the Parties until midnight December, 31 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

1/13/25

Date

FOR Avalon Care Center – Tacoma, L.L.C. and Avalon Care Center – Bellingham, L.L.C.

Ryan Nelson, Corporate Counsel & Senior Vice-President, HR Authorized Representative

1/24/25

Date

APPENDIX A: WAGE SCALES FOR TACOMA AND BELLINGHAM

Effective Date: First Full Pay Period After Ratification to January 3, 2026

Classification	Step 0 Hire Rate	Step 1 1 Year Exp.	Step 2 2 Year Exp.	Step 3 3 Year Exp.	Step 4 4 Year Exp.	Step 5 5 Year Exp.	Step 6 6 Year Exp.	Step 7 7 Year Exp.	Step 8 8 Year Exp.	Step 9 9 Year Exp.	Step 10 10 Year Exp.
Housekeeper, Laundry, Recreation Asst, Dietary Aide	$20.00	$20.45	$20.90	$21.35	$21.80	$22.25	$22.70	$23.15	$23.60		
Cook (Bellingham)	$21.00	$21.45	$21.90	$22.35	$22.80	$23.25	$23.70	$24.15	$24.60		
Cook (Tacoma)	$21.50	$21.95	$22.40	$22.85	$23.30	$23.75	$24.20	$24.65	$25.10		
CNA	$24.00	$24.45	$24.90	$25.35	$25.80	$26.25	$26.70	$27.15	$27.60	$28.05	$28.50
Med Tech (CMA)	$25.00	$25.45	$25.90	$26.35	$26.80	$27.25	$27.70	$28.15	$28.60	$29.05	$29.50
Shower Aide	$24.50	$24.95	$25.40	$25.85	$26.30	$26.75	$27.20	$27.65	$28.10	$28.55	$29.00
NA - Non-Certified	$20.50										

STEP INCREASES	$ 0.45
COLA TO SECOND WAGE SCALE	$ 0.35

Effective Date: January 4, 2026 (First Full Pay Period After 1-Year Anniversary of Ratification Date)

Classification	Step 0 Hire Rate	Step 1 1 Year Exp.	Step 2 2 Year Exp.	Step 3 3 Year Exp.	Step 4 4 Year Exp.	Step 5 5 Year Exp.	Step 6 6 Year Exp.	Step 7 7 Year Exp.	Step 8 8 Year Exp.	Step 9 9 Year Exp.	Step 10 10 Year Exp.
Housekeeper, Laundry, Recreation Asst, Dietary Aide	$20.35	$20.80	$21.25	$21.70	$22.15	$22.60	$23.05	$23.50	$23.95		
Cook (Bellingham)	$21.35	$21.80	$22.25	$22.70	$23.15	$23.60	$24.05	$24.50	$24.95		
Cook (Tacoma)	$21.85	$22.30	$22.75	$23.20	$23.65	$24.10	$24.55	$25.00	$25.45		
CNA	$24.35	$24.80	$25.25	$25.70	$26.15	$26.60	$27.05	$27.50	$27.95	$28.40	$28.85
Med Tech (CMA)	$25.35	$25.80	$26.25	$26.70	$27.15	$27.60	$28.05	$28.50	$28.95	$29.40	$29.85
Shower Aide	$24.85	$25.30	$25.75	$26.20	$26.65	$27.10	$27.55	$28.00	$28.45	$28.90	$29.35
NA - Non-Certified	$20.85										