

# **Collective Bargaining Agreement**

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**between**

**SEIU 775**

**and**

**Cascadia at Clarkston**

**Effective September 26, 2024-September 30, 2026**

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## **PREAMBLE**

The purpose of this Agreement is to achieve and maintain harmonious relations between Clarkston of Cascadia and the Service Employees International Union 775, to provide for equitable and peaceful adjustment of differences which may arise, and to set forth the understanding reached between the parties with respect to wages, hours of work, and conditions of employment per the Collective Bargaining Agreement. The parties to this Agreement recognize their obligation to serve the community with quality, efficient and economical resident care. Clarkston Care Center and Service Employees International Union 775 are committed to a collective bargaining relationship that, acknowledging limitations, will strive to provide a high-quality work environment and enhance an ongoing relationship of trust and respect.

## **ARTICLE 1: AGREEMENT AND RECOGNITION**

### SECTION 1.1: AGREEMENT

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

### SECTION 1.2: RECOGNITION

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

## **ARTICLE 2: MANAGEMENT RIGHTS**

Except as otherwise specifically provided in this contract, the management and operation of the skilled nursing facility, the control of the premises and the direction of the work force are vested with the Employer.

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

The parties intend the following Management Rights language to satisfy all legal criteria established by the NLRB in *Graymont PA, Inc.* 364 NLRB No. 37 (June 29, 2016) in order to allow 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 Employer unilaterally changes the following enumerated subjects. The Employer shall have the right to propose to modify the terms or conditions of employment of covered workers, which are not subject of explicit terms of this Agreement or any subsequent Agreement, after notice of such change to the Union and an opportunity to bargain over proposed changes, if requested by the Union within thirty (30) days of notice of the change.

During the term of the Agreement, except when such rights are specifically abridged or modified by this Agreement, Union grants Employer the right and authority to make changes unilaterally (i.e., without giving the Union notice and an opportunity to bargain concerning the planned changes) within the following subjects and/or terms of conditions of employment: The right to manage includes, but is not limited to, the right to hire, assign, transfer, promote, demote, layoff, suspend, discharge and discipline Bargaining Unit Employees for just cause; select and determine the number of its Bargaining Unit Employees, including the numbers assigned to any particular work; to increase or decrease that number; direct and schedule the workforce; determine the location and type of operation; determine and schedule when overtime shall be worked; install or remove equipment; discontinue the operation of the business by sale or otherwise, in whole or in part, at any time; subcontract bargaining unit work; determine the methods, procedures, materials and operations to be utilized or to discontinue their use; transfer or relocate any or all of the operations by sale or otherwise, in whole or in part, at any time; determine the work duties of Bargaining Unit Employees; promulgate, post and enforce reasonable rules and regulations governing the conduct and act of bargaining unit employees during working hours; require that duties other than those normally assigned to be performed temporarily for coverage if necessary; select supervisory Bargaining Unit Employees, train Bargaining Unit Employees; discontinue or reorganize or combine any department or branch of operation with any consequent reduction or



other change in the work force; establish, change, combine or abolish job classifications and transfer Bargaining Unit Employees, either temporarily or permanently, within programs and/or job classifications; determine job qualifications, work shifts, work pace, work performance levels, standards of performance, and methods of evaluation of the Bargaining Unit Employees, and in all respect carry out, in addition, the ordinary and customary functions of management.

The Employers' failure to exercise any function or responsibility hereby reserved to it, or it's exercising any function or right in a particular way, shall not be deemed a waiver of its responsibility to exercise such function or responsibility, nor preclude the Employer from exercising the same in some way not in conflict with this Agreement.

The terms and conditions of employment set forth in the prevailing Employer's Employee Handbook shall govern the employment of employees covered by this Agreement when such Handbook's policies do not directly conflict with any express provision of this Agreement. It is understood that the Agreements' provisions shall govern in the event of any conflict. Following ratification of this Agreement, the Employer will provide the Union with a copy of any subsequent change to the Employee Handbook and the Union shall have the right to grieve any such change that directly conflicts with an express provision of this Agreement.

Employees shall work as directed by supervisory personnel. Under all circumstances, the Employer reserves the right to establish the number of employees and the work methods necessary to perform any work-related activity.

The Employer has the right to schedule its non-bargaining unit employees at any time. The selection of supervisory personnel shall be the sole responsibility of the Employer and shall not be subject to the grievance and arbitration provisions of this Agreement.

### **ARTICLE 3: LABOR-MANAGEMENT COMMITTEE**

The Employer and the Union will establish a facility-based joint Labor Management Committee. The committee will be composed of between three (3) and five (5) members chosen by the Union of which all but one member shall be bargaining unit employees and three (3) members of management. The committee will meet quarterly, or often as needed, to discuss issues, concerns

and suggestions and ideas related to the facility, the workers and the residents and to promote understanding between the Union, the Employer and the Residents. This committee will have no authority to modify or interpret the collective bargaining agreement, nor shall it consider issues related to the merits of disciplinary actions or matters that are subject to the grievance process. Nothing in this section shall limit the Employer's exclusive right to manage the facility.

All bargaining unit members shall be compensated at their regular rate of pay for their time spent in the Labor Management Committee.

Minutes or summaries of the meetings will be posted within the facility on the Union Bulletin board. Any information received by the committee is strictly confidential and will not be shared with anyone outside of the facility.

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

### SECTION 4.1 MEMBERSHIP

All employees covered by the terms of this Agreement who are members of the Union upon ratification of this Agreement shall as a condition of employment maintain their membership in good standing in the Union. "In good standing," for the purposes of this Agreement is defined as the tendering of periodic Union dues. All bargaining unit employees hired after the date of ratification of this Agreement shall, as a condition of employment, not later than the 31st day following the commencement of their employment, become and remain a member of the Union in good standing. Any employee who fails to satisfy this obligation shall be discharged by the Employer pursuant to the provisions of Section 4.2. The Employer shall include a current Union Membership Card, which is provided by the Union, in each employee's employment paperwork. The card will be reserved for the Advocate, as available, to review the membership card with new employees during their orientation. After collecting said card from the new employee or Advocate, the Employer shall retain a copy for itself and send the original via trackable mail to the Union within seven (7) days of receipt. The Employer shall accept confirmations from the Union that the Union possesses forms of membership and deduction authorizations, including hard copies of membership and authorization forms, electronic records and voice authorizations of such membership and deduction authorization(s) and give full force and effect to such

authorizations as “written authorization” for purposes of this Agreement.

#### Section 4.2: Discharge For Failure To Meet Obligations

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

#### Section 4.3: Payroll Deductions

##### 4.3.1 Dues Deductions

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

##### 4.3.2 Cope AND OTHER VOLUNTARY Deductions

Upon receipt of signed authorization of the employee, the Employer agrees to deduct from the pay of each employee a voluntary amount designated for the Committee on Political Education (COPE) contributions. COPE deductions shall be transmitted by ACH Payment starting on or about January 2025 separate from the ACH payment of dues at the same time dues are remitted.

#### Section 4.4: Bargaining Unit Information

4.4.1 Roster By the fifteenth (15th) of each month, the employer shall provide the Union with a list of all employees covered by this Agreement.

The list shall include:

- Pay period start date

- Pay period end date
- First name (preferred by the employee)
- Middle name (if collected)
- Last name
- Address line 1
- Address line 2
- City
- State
- Zip Code
- Telephone number(s) (all numbers shall conform to the xxx-xxx-xxxx format)
- Email address (if applicable)
- Social Security number
- Date of birth
- Gender
- Preferred language
- Employee number
- Work location
- Date of hire
- Termination Date (as applicable)
- Rate(s) of pay
- Job classification
- FTE status

- Dollars paid per shift code, and any other differentials which may apply
- Hours worked per pay period
- Gross earnings per pay period
- Dues deduction amount
- COPE deduction amount(if applicable)
- Voluntary deductions (if applicable)

The Employer shall provide this list securely in a common electronic format agreed upon by the Employer and the Union.

The Union prefers to receive the same file for both the Dues Report and the Employee Roster. If the Dues Report and the Employee Roster are submitted as separate reports, both reports must have a corresponding record, cover the same time period, and must contain the following identical information:

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

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

## **SECTION 4.5: DATA SECURITY**

In accordance with state and federal law, the Employer shall utilize industry standards and procedures for the protection of sensitive and personally identifiable information of each of its employees. The Employer agrees that it will not release any of the information listed below about employees unless required to do so due to litigation (actual or anticipated), pre-litigation, vendor requests made as part of benefits enrollment, government/agency requests, to comply with a court order or other judicial/arbitral demand, or as otherwise required by law, or other similar situation, to any third-party vendor engaged by the Employer to perform payroll and/or employee benefit functions, or as authorized by the employee:

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

## **SECTION 4.6: DATA MAINTENANCE**

The Union will conduct periodic audits of data related to membership form reconciliation, financial deductions, and BU information. The Employer shall complete and/or reconcile the audit within thirty (30) calendar days of receiving the audit from the Union.

## **ARTICLE 5: UNION RIGHTS**

### **SECTION 5.1: ACCESS TO PREMISES**

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

## **SECTION 5.2: ADVOCATES AND EXECUTIVE BOARD MEMBERS**

### **SECTION 5.2.1 ADVOCATES**

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

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

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

### **SECTION 5.2.2 UNION EXECUTIVE BOARD MEMBERS**

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

### **SECTION 5.3: PERSONNEL FILES**

Each employee shall have access to their personnel file. The employee may view this file in the presence of a management representative upon request. Files must be made available within seventy-two (72) hours of the employee's request for the purpose of viewing their personnel file. This time is exclusive of weekends or recognized holidays. References to other person(s) found in any file(s) may be omitted for confidentiality if not forming a basis for discipline. Employees will be given the opportunity to provide a written rebuttal, to be placed in their file, to any materials that are a part of their file.

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

### **SECTION 5.4: BULLETIN BOARD AND INFORMATION**

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

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

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

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

The Union requires all employed Bargaining Unit members to attend a NEO within their first month of hire. As such, each month, in a mutually agreed upon process, the Employer will provide the Union Representative or Advocate with the name, start date, classification, shift, email address, and phone number of each employee hired into a bargaining unit job classification since



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

The Union portion of NEO meetings shall be a minimum of thirty (30) minutes. Union Representatives will make arrangements with the Employer to conduct the union orientation for new hires on a mutually agreed upon regular schedule. Employees changing from non-represented to represented positions will be invited to attend NEO meetings.

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

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

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

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

## **SECTION 5.7 WRITTEN NOTICES**

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

## **ARTICLE 6: NO DISCRIMINATION**

### **SECTION 6.1: GENERAL PROVISIONS**

No employee or applicant for employment covered by this Agreement shall be discriminated against because of membership in the Union or activities on behalf of the Union. Neither the

Employer nor the Union shall unlawfully discriminate for or against any employee or applicant covered by this Agreement on account of race, ethnicity, language, color, religious creed, national or tribal origin, lawful political affiliation, disability (as defined by the Americans with Disabilities Act, as amended), being a victim of domestic violence, stalking or sexual assault, sexual orientation or perceived sexual orientation, gender, gender identity or perceived gender identity, gender expression, age, marital status, veteran's status (as defined by USERRA) or any protected class protected by law.

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

The Union is obligated to represent all Employees without discrimination based upon national or ethnic origin. The Union is therefore obligated to protect Employees against violations of their legal rights occurring in the workplace, including unreasonable search and seizure. The Employer is obligated to comply with all applicable federal, state and local regulations in addition to operating within all parameters and specific conditions set in their private compliance agreement with federal state and local regulatory officials. To the extent permitted by law, the Employer shall notify the Union as quickly as possible, if any D.H.S./I.C.E. agent contacts the facility to enable a Union representative or attorney to take steps to protect the rights of workers. Additionally, to the extent permitted by law, the Employer shall notify the Union immediately upon receiving notice from the D.H.S./I.C.E., or when an SSA audit of worker records (for any purpose) is scheduled or proposed and shall provide the Union with any list received from such governmental agencies identifying Employees with documentation or Social Security problems. To the extent permitted by law, the Employer shall not infringe the privacy rights of Employees, without their express consent, by revealing to the D.H.S. any Employee's name, address or other similar information. To the extent permitted by law, the Employer shall notify the affected Employee and the Union in the event it furnished such information to the D.H.S. To the extent permitted by law, the Employer may provide paid or unpaid leaves of absences for any worker who requests such leave in advance because of court or agency proceedings relating to immigration matters as outlined in its Employer Policies and consistent with all state and federal leave requirements. The decision of whether to grant the leave and the maximum duration of the leave shall be determined in the Employer's sole discretion. To the extent permitted by law,

workers shall not be discharged, disciplined, suffer loss of seniority or any other benefit or be otherwise adversely affected by a lawful change of name or Social Security number.

#### SECTION 6.3: FINANCIAL HISTORY

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

### **ARTICLE 7: DEFINITIONS**

#### **SECTION 7.1: PROBATIONARY EMPLOYEE**

All employees covered by this Agreement who are hired or transferred into a covered classification on or after the effective date of this Agreement, whether or not previously employed by the Employer shall be subject to an initial probationary period of ninety (90) days. The Employer in its sole discretion may elect to extend this initial probationary period for up to an additional ninety (90) days. The extension must be presented to the employee and the Union in writing, along with a written explanation of the reason(s) for the extension. The Employer shall not unreasonably or arbitrarily extend an initial probationary period beyond the initial ninety (90) days. Seniority shall not accrue to employees during their initial probationary period. However, upon successful completion of the initial probationary period, all employees shall be deemed to be regular employees covered by the terms of this Agreement and their seniority shall revert to the date of hire.

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

Transferred employees will undergo a trial period of thirty (30) calendar days. Any transferred employee that do not successfully complete the trail period may elect to return to their previous position.

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

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

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

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

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

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

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

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

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

#### **ARTICLE 8: SENIORITY**

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

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

Seniority shall not accrue during the initial probationary period. However, at the successful completion of the initial probationary period, the worker's seniority shall be retroactive to their first day of work in the bargaining unit position, and shall accrue during their continuous employment with Employer within the bargaining unit covered by this Agreement.

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

1. The employee has resigned
2. The employee has been discharged for just cause
3. The employee has been laid off for more than six (6) months
4. The employee has failed to return from a layoff or recall within fourteen (14) days after being notified
5. Has been off the job through illness and/or injury for more than one year
6. Unapproved failure to report to work at the expiration of a leave of absence pursuant to this Agreement.

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

Employees who transfer from one Cascadia facility to Clarkston of Cascadia will have their date of service honored for PTO accrual. Such employees will be considered new employees as defined in this Article.

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

## **ARTICLE 9: LAYOFF AND LOW CENSUS**

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

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

### SECTION 9.1: BUMPING

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

### Section 9.2: Recall

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

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

### SECTION 9.3: NOTICE OF LAYOFF

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

### Section 9.4: Facility Closure

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

### SECTION 9.5: LOW CENSUS DEFINITION

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

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

Nothing herein shall authorize the employer to schedule its employees as "low census" in

advance, requiring them to be available for work on their scheduled day off or to remain available for work until the start of the shift. Employees sent home for low census are not required to be available for the remainder of the shift, unless verbally agreed to by the employee and employer. The reduction in hours may be spread in smaller increments among all the employees on an effected shift (i.e., all receive a one-hour reduction in scheduled shift). If the reduction requires individual employees to be reduced by a full shift, after all employees in a department working have taken a low census day then the rotation will begin again with the least senior employee. An employee who volunteers to take a low census day shall be regarded for the purpose of rotation to have been assigned that day as a low census day. Nothing herein shall limit the number of low census days an employee may accept as a volunteer. Low census days shall be without compensation. Employees subject to low census may elect to utilize earned vacation benefits which are otherwise available for scheduling.

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

### **SECTION 10.1: NORMAL WORK WEEK**

The work week shall be Sunday at 12 am through Saturday at 11:59 pm. The normal work week shall be no more than forty (40) hours per week.

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

### **SECTION 10.2: OVERTIME**

A regular day's work shall generally consist of eight (8) hours, excluding the meal period. Overtime shall be paid for all actual hours worked in excess of forty (40) in one week in accordance with Federal Fair Labor Standards Act (FLSA) and state law. Any work performed in excess of forty (40) hours per week, for bargaining unit employees, shall be paid at the rate of time and one half (1 1/2). For the purposes of computing overtime pay, the regular rate of pay shall include any applicable shift differential or hourly incentive. Overtime work shall be offered on a departmental seniority basis to bargaining unit employees by classification for open posted



shifts before overtime is offered to agency personnel. An employee may decline to respond to a call in on a day off without penalty.

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

Employees are expected to work any overtime as requested to meet the needs of the business, unless an employee cannot work overtime due to reasonable extenuating circumstances, e.g. fatigue, family care, medical or other previously scheduled appointments which may not be conveniently rescheduled.

### **SECTION 10.3: MEAL AND REST PERIODS**

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

### **SECTION 10.4: WORK SCHEDULES**

Work schedules shall be posted monthly and shall be posted as early as practical but no later than ten (10) calendar days preceding the first of the month in which the schedule is effective. If electronic schedules are utilized, the Employer will maintain original copies of the schedules distributed to employees. Changes to the posted schedule may be made by the Employer to meet the needs of the business in extraordinary circumstances, including the right to send workers home after the start of their shift. If changes to the schedule are needed, the Employer shall

notify affected employees as soon as possible. In the event the change(s) would impact an employee's schedule within two working days, the Employer will discuss with the employee their availability to work the changed schedule to determine if the employee is able to work the changed schedule without causing undue hardship to the employee.

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

Alternate work schedules of an individual consistent with state and federal laws may be established by mutual written agreement between the Employer and the affected employee. The Union will be notified of the agreement.

#### **SECTION 10.5: SPLIT OR ROTATED SHIFTS**

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

#### **SECTION 10.6: AVAILABLE HOURS OF WORK**

Seniority of the employees within the department and classification will be the determining factor in the scheduling of regular full-time and part-time hours by the Employer. Current bargaining unit employees will be given preference to agency personnel for all available hours of work.

#### **SECTION 10.7: AVAILABILITY OF EXTRA SHIFTS**

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

To ensure shift coverage and quality care, the Employer shall use the following steps to cover any

open/unassigned shifts when the monthly work schedule is posted.

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

#### **10.7.2: SAME DAY STAFFING NEEDS**

It is understood that for same day call offs or same day unanticipated overtime work, the Employer may choose among volunteers currently at work, and then off duty employees who respond to an Employer text message or other communication announcing an open shift. The Employer will follow seniority per Article 8 of this Agreement.

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

#### **SECTION 10.8: NEW WORK SHIFT(S)**

If the Employer wishes to change the rotation of the schedule for a classification of employees, or wishes to change the duration of the shifts, the Employer must notify employees and the Union

at least fourteen (14) days in advance of the potential change. If requested to do so, the Employer will meet with the Union and employees to discuss the rationale for the proposed changes, consider alternatives to the changes being considered, and ensure the quality care of residents.

#### **SECTION 10.9: PAY PERIODS AND PAY DAYS**

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

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

#### **SECTION 10.10: PAYCHECK ERRORS**

Should an employee discover an error in their paycheck, due to no fault of their own, greater than twenty-five dollars (\$25), the Employer shall correct the error as soon as possible and send via standard mail to the address on file of the employee, postmarked no later than three (3) business days after the error was presented. If the error is less than twenty-five dollars (\$25), the error will be corrected on the next paycheck.

### **ARTICLE 11: EMPLOYMENT PRACTICES**

#### **SECTION 11.1: JOB DESCRIPTIONS**

The Employer shall maintain job descriptions for all positions covered by this Agreement. Upon employment, the Employer shall provide a job description to the employee for the position into which they have been hired. The Employer shall furnish the Union with job descriptions for all classifications in the bargaining unit upon request and will provide any modifications or revisions of such job descriptions as they occur. The Employer agrees to give titles to positions that most clearly indicate the nature of the work performed and will place these positions in the same pay group as other comparable positions. Employees will only be required to perform the duties of one job description per shift.

## **SECTION 11.2: VACANCIES AND JOB POSTING**

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

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

## **SECTION 11.3: EMPLOYEE INSTRUCTIONAL ORIENTATION**

Employees will be provided a basic orientation program which will include instructional sessions and work on the job. The objective of the orientation is to familiarize the employee with the duties and responsibilities of the job. In general, employee instructional sessions will be three days. All new employees will be assigned to work with an experienced employee in the same department for a minimum of two (2) shifts. Additional time needed to train or orient new employees with experienced aides is at management discretion. For the purpose of the

Instructional Orientation, the new employee will not be assigned to the floor, to their own hall (aka: floor, daily assignment, etc.).

#### **SECTION 11.4: IN-SERVICE EDUCATION**

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

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

### **ARTICLE 12: DISCIPLINE OR DISCHARGE FOR JUST CAUSE**

#### **SECTION 12.1: DISCIPLINARY PROCEDURE**

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

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

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

been completed.

A Union Field Representative or Advocate may meet and discuss any disciplinary action of a Union member with the Employer. Employees shall be notified by the Employer of their right to request Union representation, prior to any disciplinary meeting, or meeting that may lead to discipline. Employees may elect to have an Advocate or Union Representative present at any meeting with the Employer that may lead to discipline. If a Union Representative or Advocate is not readily available, the meeting will be reasonably delayed until such time that the employee can seek representation. The employee will be provided with the phone numbers of the Advocates and Union Staff Representative to arrange for a meeting with the Employer.

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

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

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

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

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

Employees shall be entitled to place copies of any written explanation(s) or opinion(s) regarding any critical material placed in their personnel file. The employee's explanation or opinion shall

be attached to the relevant critical material and shall be included as part of the employee's personnel file so long as the critical material remains in the file. Any employee explanation must be furnished within thirty (30) calendar days from the date the critical material was reviewed with the employee.

#### **SECTION 12.2: FILE MATERIALS**

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

#### **SECTION 12.3: EMPLOYEE SIGNATURES**

No disciplinary information reflecting critically upon an employee except notices of discharge shall be placed in the employee's official personnel file that does not bear the signature of the employee.

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

#### **SECTION 12.4: INVESTIGATORY SUSPENSIONS**

The Employer may be required to suspend employees due to the nature of an allegation. The Employer shall attempt to complete investigations in a timely and efficient manner. In the event the Employer's investigation takes longer than two (2) business days, the employee will be



notified and provided with an expected date for the conclusion of the investigation. Employees suspended pending the outcome of an investigation will be paid administrative leave for the duration of the employee suspension, regardless of the outcome.

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

## **ARTICLE 13: HOLIDAYS**

### **SECTION 13.1: RECOGNIZED HOLIDAYS**

The Centers recognize the holidays listed below:

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

### **SECTION 13.2: PERSONAL HOLIDAY**

Full-time employees who have completed 90 days of employment also may, with advance approval of their supervisor, take a paid Personal Day off up to eight (8) hours. Unused Personal Days are not carried over from year to year and are not paid out upon termination.

### **SECTION 13.3: PAYMENT FOR HOLIDAYS**

Employees will be paid time-and-one-half at their base hourly wage for all actual hours worked on the above holidays not marked with an asterisk. For all actual hours worked on the above holidays marked with an asterisk, all employees will be paid double time at their base hourly wage. Employees must work their scheduled shift both before and after the holiday in order to

receive the time and one-half or double time pay. If an employee does not work their scheduled shift both before and after the holiday worked, the employee will be paid regular time for hours worked on the holiday. The Employer will make an exception for Employee's who are unable to work their shift before or after the holiday due to FMLA or WPFLA qualifying event. Holiday pay (time and one half or double time) will be paid for actual hours worked.

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

## **ARTICLE 14: PAID TIME OFF**

### **SECTION 14.1: PTO BENEFIT**

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

### **SECTION 14.2: ELIGIBILITY**

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

### **SECTION 14.3: AVAILABILITY TO USE**

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

**SECTION 14.4: ACCRUAL OF PTO**

Accruals are based upon hours actually worked (including overtime hours up to the accrual cap). Part-time employees will earn PTO hours on a pro-rated basis, according to the applicable accrual rate per hour. Length of service is defined as the entire length of time served as an employee of the Employer and predecessor Employer(s) and will determine the rate at which an employee will accrue PTO. PTO does not accrue during unpaid leaves of absences. No PTO hours will accrue beyond the listed maximum accruals. The total annual Paid Leave Benefits shall accrue as follows:

Years of Service	Accrual Rate per Hour	Annual PTO Accrual	Maximum Accrual
Year 1	0.0423	11 Days	128 Hours
Years 2-4	0.0615	16 Days	168 Hours
Years 5-9	0.0807	21 Days	208 Hours
Years 10-19	.0999	26 Days	240 Hours
Years 20+	0.1154	30 Days	270 Hours

**SECTION 14.5 SCHEDULED PTO**

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

#### **SECTION 14.6: VACATION AND HOLIDAYS**

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

#### **SECTION 14.7: PTO CARRY OVER**

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

#### **SECTION 14.8: PTO OPTIONAL CASH OUT**

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

#### **SECTION 14.9: UNPAID TIME OFF**

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

#### **SECTION 14.10: COLLECTIVE BARGAINING**

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

#### **SECTION 14.11: TARDINESS**

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

#### **SECTION 14.12: DISASTER AID**

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

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

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

#### **SECTION 14.14: PAID SICK LEAVE BENEFIT**

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

- a. To care for or seek treatment for themselves or their family member due to mental or physical illness, injury or health condition or to seek preventative medical care;
- b. When the employee's workplace or their child's school or place of care has been closed by a public official for any health-related reason;
- c. For absences that qualify for leave under the state's Domestic Violence Leave Act;
- d. To care for an infant, newly adopted child or newly placed child under the age 18 within 12 months of birth or placement of child;

e. "Family member" is as defined by Washington Paid Sick Leave Law.

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

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

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

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

E. Paid Sick Leave Use: The Employer is prohibited from interfering with the employee's use of protected Paid Sick Leave they have earned when used for a reason covered by Washington State's Paid Sick Leave Law. Likewise, the employee will not be disciplined or in any way discriminated or retaliated against for lawful use of their earned protected Paid Sick Leave. Employees are not responsible for finding coverage for shifts due to illness or use of sick leave. The Employer shall provide to employees, no less than one time per month, a written notice (paper or electronic) which shows the amount of sick leave the employee accrued since the previous notice, the amount of sick leave used since the previous notice, and the employee's current unused balance available for use.

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

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

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

## **ARTICLE 15: RETIREMENT SAVINGS PROGRAM**

The Employer shall provide a 401(k) Retirement Employee Savings Plan for the term of this Agreement. Employees may elect to participate in the Employer's 401(k) Retirement Savings Plan upon hire or during open enrollment, or for any other qualifying event.

The Employer does not currently make any contributions to this program but agrees that it will do so on the same terms and conditions as other Cascadia Healthcare facilities if the employer begins a contribution program.

## **ARTICLE 16: HIRING RATES AND COMPENSATION**

### **SECTION 16.1: WAGE SCALES**

The attached wage scale in Appendix A shall be effective the first pay period following the ratification of this agreement.

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

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

### **SECTION 16.2: PLACEMENT OF CURRENT EMPLOYEES**

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

### **SECTION 16.3: PLACEMENT OF NEW HIRES**

Effective upon ratification of this Agreement all new hires will be placed on the wage scale

according to their relevant experience. The Employer may hire new employees on any step of the wage scale, based on verifiable work experience, provided that no newly hired employee will be paid a higher wage than current employees who have the same years of experience in the job classification. In the instance where a new hire would be paid a higher wage than an incumbent employee in the same position with the same experience, the incumbent employee shall be adjusted upward.

#### **SECTION 16.4: DEFINITION OF EXPERIENCE**

Experience shall be defined as the number of full years the employee has worked in the same or similar classification as defined by the required license(s), job title, job description and/or job duties. For example: Hospital, Assisted Living, Home Health/Care, Hospice, or other health care related industry experience are applicable. For work which may be considered non-direct care (e.g. environmental services, dietary, etc.), work in a similar field, but not in a similar facility-type, are applicable. The LMC may work together to establish additional criteria.

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

#### **SECTION 16.5: ANNIVERSARY STEP INCREASES**

Employees shall receive the anniversary increase to the next yearly available step on the wage scale in the applicable Appendix on the first day of the pay period following their anniversary date. Employees over scale shall receive a 2.5% increase on their anniversary.

#### **SECTION 16.6: EXTRA SHIFT BONUS**

##### **16.6.1 BONUS RATE**

Full time and part time employees working an extra shift or unscheduled hours/portions of additional shifts shall receive a \$5.00 per hour premium in addition to their base rate of pay.

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



### **16.6.1 BONUS RATE POLICIES**

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

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

### **SECTION 16.7: NAC TRAINING REIMBURSEMENT**

The Employer shall reimburse employees for the cost, or any incurred cost of the NAC training offered at the Employer's facility or at an off-site location as designated by the Employer.

### **SECTION 16.8: REPORT PAY**

Employees who report for work as scheduled and who leave because of low census or other similar reasons, shall be paid no less than two (2) hours' pay at straight-time rate plus differentials, if applicable. Report pay only applies if the employee did not receive prior notice from the Employer of low census or overstaffing. Prior notice includes leaving a message on an answering machine or with the person answering the telephone or via text message at least ninety (90) minutes prior to the start of the employee's shift. It is the responsibility of the employee to provide the Employer with an accurate telephone number. Failure by the employee to do so relieves the Employer of its "report pay" obligation.

### **SECTION 16.9 CONTINUING EDUCATION**

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

## **SECTION 16.10 INCENTIVES**

The Employer may, without acting in a manner resulting in individual favoritism within a job class, implement, modify or eliminate incentives to hire new employees, retain current employees, motivate employees to work as needed, encourage safe working practices, or for any other business reason, as long as the incentive program(s) was not specifically bargained for in this Agreement. The Employer will notify the Union in writing of any new or modified incentives and upon request, will meet and confer with the Union to discuss perimeters of new incentive program(s) and/or modifications to current incentives.

## **SECTION 16.11 DIFFERENTIALS**

### **16.11.1 SHIFT DIFFERENTIALS**

All bargaining unit employees will receive \$0.75/hour for hours worked between 2:00 pm to 10:00 pm. Nurse Assistant Certified (NAC), Nursing Assistants Registered (NAR) and Restorative Aides will receive \$1.250/hour for hours worked between 10:01 pm to 6:00 am.

### **16.11.2 MENTOR DIFFERENTIAL**

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

### **16.11.3 LEAD AIDES**

In any case the Employer establishes a Lead position within the bargaining unit, that employee shall receive a \$2 per hour in addition to their base wage. The Union will be notified when the establishment of the Lead position is contemplated by the employer. The position will be posted

in accordance with the Article X Vacancies of this Agreement. The Labor Management Committee will make recommendations as to the criteria of the Lead position's hiring process.

#### **16.11.4: WORKING OUT OF CLASSIFICATION**

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

#### **16.11.5: STACKING**

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

### **SECTION 16.12 CERTIFICATION/LICENSE/PERMIT REIMBURSEMENT**

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

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

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

### **SECTION 16.13 MINIMUM WAGE ADJUSTMENT**

The Base hourly pay rate for any job classification covered by this Agreement shall be at least twenty-five cents (\$0.25) per hour greater than the Washington State minimum wage. If the Washington State minimum wage is raised above the applicable base hourly wage rate shown in

the above wage scales, the affected base hourly wage rates will automatically be increased by the amount necessary to maintain those base rates at least twenty-five (\$0.25) above the minimum wage rate. Steps above the base wage rate subject to such increases applicable to the affected job classifications will be recalculated to maintain the affected wage scale's then existing percent difference between steps.

#### **ARTICLE 17: INSURED BENEFITS**

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

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

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

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

Employees will be provided with summaries of benefits and coverages.

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

#### **ARTICLE 18: LEAVES OF ABSENCE**

Leaves of absence must comply with applicable state and federal law. The terms of all leaves shall be memorialized in writing. Any extension shall likewise be reduced to writing. Utilization of available PTO hours must be used concurrently with any non-medical leave of absence. Utilization of available PTO hours relative to medical leaves of absence shall adhere to the applicable sections of this article. Any employee on leave of absence at the time of ratification of this Agreement shall see no changes in the terms of their current leave.

### **SECTION 18.1: JURY DUTY LEAVE**

Employees must immediately advise their supervisor of receipt of a jury summons. Employees will receive unpaid days of leave for the jury duty period. Eligible employees may use accrued paid PTO leave. Employees must contact their supervisor and report for their regular duties when temporarily excused from attendance in court.

### **SECTION 18.2: FAMILY MEDICAL LEAVE (FMLA) AND WASHINGTON STATE PAID FAMILY MEDICAL LEAVE (PFML) ACT COMPLIANCE**

The Employer will comply with all provisions of state and federal law with respect to family and medical leave. Alleged violations of these leave provisions shall be submitted to the grievance procedure set forth herein, and in accordance with Family Medical Leave laws. Family Medical Leaves shall be consistent with and subject to the conditions and limitations set forth by any applicable state law. The Employer must actively advise employees of their rights to FMLA and PMFL in any case where these types of leave are known or reasonably anticipated by the Employer.

#### **FMLA AND/OR PFML GENERAL PROVISIONS**

If an employee is eligible for medical leave under FMLA and/or PMFL a leave of absence without pay shall be granted for a period of up to twelve (12) weeks continuously or intermittently (or longer if required by applicable state or local law) in the following circumstances, for the following reasons during any calendar year:

1. For the employee's own serious health condition that leaves the employee unable to perform the essential functions of the job; or
2. For parental leave for the birth, adoption, or foster care placement of an employee's child. Such leave is in addition to any maternity disability leave that may be required for the actual period of disability associated with pregnancy and/or childbirth; or
3. To care for the employee's family member with a serious health condition.
4. To care for a member of the armed forces who is recovering from service-related injuries (26 weeks);

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

While on a Family Medical Leave, employees will continue to be eligible for Company employee benefits, including group medical insurance, for up to 12 weeks (or as required by law), provided that the employee continues to pay their portion of the premiums. Employees on Family Medical Leave will not accrue additional PTO time while on an unpaid leave and will not be eligible for holiday pay.

A leave of absence under FMLA or WPFL begins with the employee's request of use of family medical leave, or as permitted by state or federal law. Such leave shall be unpaid except when an employee may use earned vacation and when an employee may use other PTO or sick hours as permitted by applicable state law.

An employee on FMLA or WPFL not exceeding twelve (12) weeks (or number of weeks allowed by law) shall be entitled to return to their prior position or a substantially equivalent position.

#### **SECTION 18.3: MATERNITY/PATERNITY LEAVE**

If not eligible for FMLA and/or WPFL or if that leave has been exhausted, an employee may request an unpaid maternity/paternity leave of up to three (3) months before or after the birth of a child with certification of a healthcare provider if needed. The Employee will be reinstated with no loss of seniority to his or her previously held position provided the required medical approval to work with no restrictions has been met at least two weeks prior to the return date. Medical insurance benefits may be continued at the Bargaining Unit Employee's own expense. COBRA benefit continuation may also apply if available at the time the leave begins and/or is being taken.

#### **SECTION 18.4: BEREAVEMENT LEAVE**

Full-time and Part-time employees, who have completed their initial probationary period, shall be allowed to take up to three (3) regularly scheduled workdays off with pay in case of a death in the employee's immediate family. Immediate family shall be defined as spouse or domestic partner, child, stepchild, parent, step-parent, parent-in-law, grandparent, grandparent-in-law, step-grandparent, brother or step-brother, sister or step-sister, other family member living in the immediate household. If additional time off is requested for grieving, with available PTO or

without payment, it shall not be unreasonably denied.

#### **SECTION 18.5: EMERGENCY LEAVE**

Regular employees shall be granted an emergency leave of up to thirty (30) days unpaid in the event of death in the employee's immediate family. Available PTO may be used. Immediate family is defined in Section 18.4.

#### **SECTION 18.6: PERSONAL LEAVE**

Should a situation arise that temporarily prevents an employee from working, they may be eligible for a Personal Leave of Absence without pay for up to forty-five (45) calendar days. Unpaid personal leaves of absence will be considered only after all paid time off has been exhausted. Personal leaves generally must be requested at least sixty (60) days in advance, unless the reason for the request was unforeseen. Employees must be continuously employed at least six months prior to the requested leave. An employee on a personal leave will be returned to their same job classification but not necessarily the same shift upon their return. While on personal leave employees will not lose or accrue seniority. The decision to approve or deny a personal leave of absence will be based on the circumstances, length of time requested, employee's job performance, attendance and punctuality record, reason for the leave, the effect the employee's absence will have on the work in the department and the expectation that the employee will return to work when the leave expires.

#### **SECTION 18.7: INDUSTRIAL INJURY LEAVE**

Employees suffering an industrial injury shall be granted leave in accordance with the applicable state and federal law. Employees returning from such leave of absence shall be reinstated to that individual's former position or one of like status and pay without loss of seniority or accrued benefits.

#### **SECTION 18.8: UNION LEAVE**

##### **Extended Union Leave**

Workers may request an unpaid leave of absence to perform work for the Union with at least thirty (30) days' notice to the Employer. Such leaves may be for any duration of up to six (6) months and may be extended by mutual consent. The Employer will take the needs of the

business into account but will not unreasonably withhold approval of such leave or extension.

To the extent allowed by the business, the Employer shall return the worker to the same job, shift and position that they held at any time they went on Union leave with no loss of seniority and with any intervening increases in wages or benefits applied as if they had been working. Workers must give the Employer at least ten (10) days written notice of their return to work.

### **Short Union Leave (Unpaid)**

Employees who are attending the Union's annual convention, the convention of SEIU, or who are requesting other short-term leave for Union business shall be granted unpaid release time for the duration of the Convention or event. Such leave shall be granted on a first-come-first-serve basis, and by seniority when requests are made at the same time. The Employer may limit the numbers of employees granted leave to no more than two (2) employees so long as resident care is not compromised.

Employees on unpaid union leave may utilize any earned PTO or vacation hours while on leave.

Nothing in this article shall be interpreted to limit use of earned and accrued paid time off granted to employees when resident care is not compromised., and in accordance with Article 14, section E: Scheduled PTO.

### **Short Union Leave (Paid) – Lobby Day(s)/PUBLIC ADVOCACY DAYS**

The Employer shall grant up to three (3) paid shifts per contract year for employees to engage in public advocacy for quality long-term care, as agreed between the Employer and the Union. The Employer shall make a good faith effort to maximize the number of employees released on unpaid leave to attend one of the main days designated as public advocacy days by the Union.

### **SECTION 18.9: MILITARY LEAVE**

Military leave shall be authorized in accordance with appropriate state and federal requirements. Employees must notify their supervisors and provide a copy of their orders as soon as possible.

### **SECTION 18.10: MILITARY CAREGIVER LEAVE**

The Employer will grant an eligible employee who is a spouse, son, daughter, parent or next of kin of a covered service member with serious injury or illness up to a total of twenty-six (26) work



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

#### **SECTION 18.11: MILITARY SPOUSE LEAVE**

Up to fifteen (15) days of unpaid leave will be granted to an eligible employee who averages twenty (20) or more hours of work per week, whose spouse is on leave from deployment or before and up to deployment during a period of military conflict. An employee who takes leave under this provision may elect to substitute any of the accrued paid leave to which the employee is entitled for any part of the leave provided under this provision. The employee must provide his or her supervisor with notice of the employee’s intention to take leave within five (5) business days of receiving official notice that the employee’s spouse will be on leave or of an impending call to active duty. This section is modeled on Washington Law (RCW 49.77).

#### **SECTION 18.12: 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 experience, or for the use to care for and/or assist a family member who has experienced domestic violence, sexual assault or stalking. This section is modeled on Washington Law (RCW 49.77). If RCW.77 changes substantially during the term of

this agreement, this section shall be reopened upon request of either party. The party seeking to reopen shall give thirty (30) days' notice.

#### **SECTION 18.13: BENEFITS DURING LEAVE**

An employee on an unpaid leave of absence will not accrue any additional benefits during the duration of the leave but will not lose any benefits accrued when leave started, provided the employee is not employed elsewhere while on leave. The Employer will continue coverage of medical insurance for any employee on an approved leave granted pursuant to the federal Family and Medical Leave Act or Washington State Paid Family Medical Leave. Any employee on leave for other reasons may continue coverage under the medical insurance plan but will be required to pay the appropriate monthly premium as determined by COBRA.

### **ARTICLE 19: GRIEVANCE PROCEDURE**

#### **SECTION 19.1: INTENT**

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

#### **SECTION 19.2: DEFINITION OF A GRIEVANCE**

A grievance shall be defined as an alleged violation or interpretation of the provisions of this Agreement, and/or Employer Policy and/or applicable law. Any grievance filed shall refer to the provision(s) alleged to have been violated and shall include available facts pertaining to the alleged violation(s).

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

#### **SECTION 19.3: GRIEVANCE TIME LIMITS**

Time limits set forth in the following steps may only be extended by mutual consent of the

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

#### **SECTION 19.4: GRIEVANCE STEPS**

A grievance shall be submitted to the following grievance procedure:

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

**Step 2:** Grievances referred to Step Two shall be presented in writing by the employee's Advocate or Union Representative to the Facility CEO within fifteen (15) calendar days of the Step One response. The parties shall meet within seven (7) calendar days unless extended by mutual agreement. The Facility CEO shall have fifteen (15) calendar days in which to reply to the Advocate or Union Representative, unless the Facility CEO, making a reasonable effort to research the issue, notifies the grievant and Advocate or Union Representative in writing of

reasonable cause existing for further delay. If a reply fails to bring about a satisfactory settlement, the matter shall then be referred to Step Three.

**Step 3:** Grievances referred to Step Three shall be presented in writing by the employee's Advocate or Union Representative to the Human Resources Business Partner or their designee within fifteen (15) calendar days of the Step Two response. The parties shall meet within seven (7) calendar days unless extended by mutual agreement. The Human Resources Business Partner or their designee shall have fifteen (15) calendar days in which to reply to the Advocate or Union Representative, unless the Human Resources Business Partner or their designee, making a reasonable effort to research the issue, notifies the grievant and Advocate or Union Representative in writing of reasonable cause existing for further delay.

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

### **Mediation (Optional)**

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

### **Arbitration**

If the grievance is not resolved on the basis of the foregoing, the Union may submit the issue to standard arbitration by notifying the Employer of its intention to pursue the grievance to arbitration by so notifying the other party within thirty (30) calendar days of the Union's receipt of the written response per the preceding step. By mutual agreement, the parties may opt for expedited arbitration. In the event the parties fail to agree upon an arbitrator, both parties agree

that the Federal Mediation and Conciliation Service shall be called upon to provide a list of seven (7) regional arbitrators from which the arbitrator will be selected by the parties by alternately striking names until only one name remains. The first strike shall be determined by a coin toss. The arbitrator's decision shall be final and binding on all parties. The arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement. They shall be authorized only to interpret the existing provisions of this Agreement as they may apply on the specific facts of issue in the dispute. Each party shall bear one-half (1/2) of the fee of the arbitrator and any other expenses jointly incurred incidental to the arbitration hearing. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expenses of witnesses called by the other party.

#### **ARTICLE 20: SEVERABILITY**

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

#### **ARTICLE 21: NO STRIKE, NO LOCKOUT**

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

If an employee or employees engage in any strike, and the Employer notifies the Union of such an action, a representative of the Union shall, as promptly as possible, instruct the employees to cease such action and promptly return to their jobs. Employees who participate in a strike in violation of the Article shall be subject to discipline up to and including termination.

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

1. Notify the members of its disapproval of such action and instruct them to cease such action and return to work immediately;
2. Post notices on Union bulletin boards advising that it disapproves such action and instructing members to return to work immediately.

In recognition of the partnership between the Union and the Employer that has led to this Agreement, the Union will not conduct picketing for the duration of this Agreement. This provision will specifically sunset on the last date of the Agreement and will not continue in effect unless it is explicitly renegotiated.

## **ARTICLE 22: SUBCONTRACTING**

Both parties understand that for the Employer to satisfy the demands of its residents and to successfully operate the facility, contracting and/or subcontracting of bargaining unit work may be necessary from time to time, however, the Employer will endeavor to utilize its own employees whenever practicable. Except during temporary periods of emergency when resident care is jeopardized (such as fire or flood), the Employer will notify the Union at least forty-five (45) days prior to implementation of any changes. The Employer also agrees to meet and confer with the Union regarding the changes. It is agreed that the use of registry or agency personnel, as a supplement to the workforce or use of employees from a different facility affiliated with Cascadia Healthcare does not constitute contracting and/or subcontracting out. Employees from a different facility affiliated with Cascadia Healthcare will be considered agency personnel in the event of low census.

In the event the Employer subcontracts work to persons, firms or companies, the subcontractor shall hire any and all displaced employees. All subcontracted employees shall continue to remain in and become part of the existing bargaining unit. Additionally, the subcontractor shall agree to be bound by all the terms and conditions of this agreement and the serviced facilities policies and procedures.

## **ARTICLE 23: NOTICE OF SALE**

In the event a facility is to be sold, assigned, leased or transferred, the Employer shall notify the Union in writing, at least sixty (60) calendar days prior to such transaction, subject to SEC and other applicable laws and regulations. Such notice shall include the name and address of the prospective new owner, assignee, lessee or transferee. The Employer shall meet with representatives of the Union to bargain over the effects of the transaction on bargaining unit employees, not later than forty-five (45) days prior to any transaction. No confidential business information shall be disclosed to Union at any time unless the Union agrees to suitable arrangements for protecting the confidentiality and use of such information.

When the Employer's notification to Union requirement is triggered above per a qualified transaction, the Employer shall also notify the prospective new owner, assignee, lessee, or transferee Successor in writing of the existence of this Labor Agreement and provide a copy

The Employer shall not be held accountable, responsible or in any way liable (monetarily or otherwise), should the successor decline to adopt or otherwise assume the obligations and the benefits of this Agreement and such failure to adopt and/or assume shall not in any way preclude the sale and/or transfer of the business, so long as the Employer performs the obligations set out in this Article.

## **ARTICLE 24: HEALTH AND SAFETY**

### **24.1 SAFE AND HEALTHY WORKING ENVIRONMENT**

The Employer and Employees shall carry out their obligations as set forth in applicable federal, state, and local laws and regulations to provide a safe and healthy work environment for its employees. The Employer shall be responsible for enforcement of such rules and regulations and of its own safety rules and regulations. Employees shall abide by all of the Employer's safety policies and procedures.

Reported actions such as harassment, threats, threatening behavior, or acts of violence by or against employees, visitors, residents, vendors, independent contractors, or others doing business with the company will be promptly investigated by the Employer.

## **SECTION 24.2 OFFENSIVE BEHAVIOR, NON-DISCRIMINATION AND ANTI-HARASSMENT, INCLUDING SEXUAL HARRASMENT**

The Employer is committed to providing a work environment that is free of unlawful harassment. In furtherance of this commitment, the Employer strictly prohibits all forms of unlawful harassment, including: harassment on the basis of race, religion, color, sex, national origin, citizenship status, uniform service member status, pregnancy, age, genetic information, disability or any other category protected by applicable state or federal law.

The Employer's policy against unlawful harassment applies to all employees, including supervisors and managers. The Employer prohibits managers, supervisors and employees from harassing co-workers as well as the Company's residents, vendors, suppliers, independent contractors, and others doing business with the Employer. The Employer likewise prohibits its residents, vendors, suppliers, independent contractors, and others doing business with the Employer from harassing employees.

Violation of this policy will subject an employee to disciplinary action, up to and including immediate termination.

If employees have any questions about what constitutes harassing behavior, they are encouraged to ask their supervisor or another member of management.

If an employee feels that they are being, or have been, harassed in violation of this policy by another employee, supervisor, manager or third-party doing business with the Company, the employee should immediately notify their supervisor, the facility CEO, or Cascadia Human Resources or the Union.

In addition, if an employee observe harassment by another employee, supervisor, manager or non-employee, the employee should report the incident immediately to any of the individuals listed above.

Employee notification of the problem is essential to the Employer. The Employer cannot help resolve a harassment problem unless it is known. Therefore, employees are responsible to bring their concerns and/or problems to the Employer's attention so they can take whatever steps are necessary to address the situation. The Employer takes all complaints of unlawful harassment



seriously and will not penalize any employee or retaliate against an employee in any way for reporting a harassment problem in good faith.

All complaints of unlawful harassment which are reported to management are investigated as promptly as possible and corrective action taken where warranted. All complaints of unlawful harassment reported to management are treated as confidentially as possible, consistent with the Employer's need to conduct an adequate investigation.

Training of the Employer's policies around discrimination and harassment, reporting and no-retaliation policies will be provided to all employees upon hire and annually thereafter.

### **SECTION 24.3: SAFETY EQUIPMENT & SUPPLIES**

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

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

### **SECTION 24.4: VACCINATIONS**

The Employer shall either provide directly at the request of the employee or reimburse employees for: An annual flu vaccine and any other recommended infectious disease vaccination, including COVID-19, tuberculosis (TB), Hepatitis A and B.

### **SECTION 24.5: STAFFING ADJUSTMENTS**

The Employer will post the staffing levels to comply with the Washington State Hours Per Resident Day (HPRD).

**ARTICLE 25: COLLECTIVE BARGAINING AGREEMENT TRAINING**

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

The Parties will invite a representative from any subcontractor providing subcontracting services to participate when contracted by the Employer. The one-time training session will be completed in one (1) hour. The purpose of this training shall be to review language within this Agreement that reflects the following:

- Changes to the former CBA’s language, policy, or procedure in this successor CBA.
- New language, policies, or procedures in this successor CBA or the Alliance Agreement.

**ARTICLE 26: TERM OF AGREEMENT**

**SECTION 26.1: DURATION OF AGREEMENT**

This Agreement shall be effective upon ratification and shall remain in full force and effect unless amended by mutual written agreement of the parties through , September 30, 2026, and year to year thereafter provided, however, that either party may serve written notice on the other at least ninety (90) days prior to the expiration date, or subsequent expiration anniversary date, of its desire to amend any provision hereof.

**For SEIU 775**

**For Cascadia**

\_\_\_\_\_

\_\_\_\_\_

**Sterling Harders, President**

**Kim Osborn, Human Resources Director**

\_\_\_\_\_ **Date**

\_\_\_\_\_ **Date**

### APPENDIX A – Effective First Pay Period Following Ratification

Classification	Hire Rate	1 Yr Exp.	2 Yr Exp.	3 Yr Exp.	4 Yr Exp.	5 Yr Exp.	6 Yr Exp.	7 Yr Exp.	8 Yr Exp.	9 Yr Exp.	10 Yr Exp.	11 Yr Exp.	12 Yr Exp.	13 Yr Exp.	14 Yr Exp.	15 Yr Exp.	16 Yr Exp.	17 Yr Exp.	18 Yr Exp.	19 Yr Exp.	20 Yr Exp.
Certified Nursing Assistant	\$ 19.50	\$ 19.79	\$ 20.09	\$ 20.39	\$ 20.70	\$ 21.01	\$ 21.32	\$ 21.64	\$ 21.97	\$ 22.30	\$ 22.63	\$ 22.97	\$ 23.31	\$ 23.66	\$ 24.02	\$ 24.38	\$ 24.75	\$ 25.12	\$ 25.49	\$ 25.88	\$ 26.26
Nursing Assistant Registered*	\$ 18.50	\$ 18.78	\$ 19.06	\$ 19.35	\$ 19.64	\$ 19.93	\$ 20.23	\$ 20.53	\$ 20.84	\$ 21.15	\$ 21.47	\$ 21.79	\$ 22.12	\$ 22.45	\$ 22.79	\$ 23.13	\$ 23.48	\$ 23.83	\$ 24.19	\$ 24.55	\$ 24.92
Restorative Aide	\$ 20.00	\$ 20.29	\$ 20.59	\$ 20.89	\$ 21.20	\$ 21.51	\$ 21.82	\$ 22.14	\$ 22.47	\$ 22.80	\$ 23.13	\$ 23.47	\$ 23.81	\$ 24.16	\$ 24.52	\$ 24.88	\$ 25.25	\$ 25.62	\$ 25.99	\$ 26.38	\$ 26.76
Activities Assistant	\$ 17.10	\$ 17.36	\$ 17.62	\$ 17.88	\$ 18.15	\$ 18.42	\$ 18.70	\$ 18.98	\$ 19.26	\$ 19.55	\$ 19.85	\$ 20.14	\$ 20.45	\$ 20.75	\$ 21.06	\$ 21.38	\$ 21.70	\$ 22.03	\$ 22.36	\$ 22.69	\$ 23.03
Cook	\$ 17.50	\$ 17.76	\$ 18.03	\$ 18.30	\$ 18.57	\$ 18.85	\$ 19.14	\$ 19.42	\$ 19.71	\$ 20.01	\$ 20.31	\$ 20.61	\$ 20.92	\$ 21.24	\$ 21.56	\$ 21.88	\$ 22.21	\$ 22.54	\$ 22.88	\$ 23.22	\$ 23.57
Dietary Aide incl. Dishwasher	\$ 17.10	\$ 17.36	\$ 17.62	\$ 17.88	\$ 18.15	\$ 18.42	\$ 18.70	\$ 18.98	\$ 19.26	\$ 19.55	\$ 19.85	\$ 20.14	\$ 20.45	\$ 20.75	\$ 21.06	\$ 21.38	\$ 21.70	\$ 22.03	\$ 22.36	\$ 22.69	\$ 23.03
Housekeeper/Janitor	\$ 17.10	\$ 17.36	\$ 17.62	\$ 17.88	\$ 18.15	\$ 18.42	\$ 18.70	\$ 18.98	\$ 19.26	\$ 19.55	\$ 19.85	\$ 20.14	\$ 20.45	\$ 20.75	\$ 21.06	\$ 21.38	\$ 21.70	\$ 22.03	\$ 22.36	\$ 22.69	\$ 23.03
Laundry Aide	\$ 17.10	\$ 17.36	\$ 17.62	\$ 17.88	\$ 18.15	\$ 18.42	\$ 18.70	\$ 18.98	\$ 19.26	\$ 19.55	\$ 19.85	\$ 20.14	\$ 20.45	\$ 20.75	\$ 21.06	\$ 21.38	\$ 21.70	\$ 22.03	\$ 22.36	\$ 22.69	\$ 23.03
Van Driver/Transportation	\$ 17.10	\$ 17.36	\$ 17.62	\$ 17.88	\$ 18.15	\$ 18.42	\$ 18.70	\$ 18.98	\$ 19.26	\$ 19.55	\$ 19.85	\$ 20.14	\$ 20.45	\$ 20.75	\$ 21.06	\$ 21.38	\$ 21.70	\$ 22.03	\$ 22.36	\$ 22.69	\$ 23.03
Hospitality Aide	\$ 17.10	\$ 17.36	\$ 17.62	\$ 17.88	\$ 18.15	\$ 18.42	\$ 18.70	\$ 18.98	\$ 19.26	\$ 19.55	\$ 19.85	\$ 20.14	\$ 20.45	\$ 20.75	\$ 21.06	\$ 21.38	\$ 21.70	\$ 22.03	\$ 22.36	\$ 22.69	\$ 23.03

### APPENDIX B – Effective First Pay Period Following 1-Year Anniversary Of Ratification

Classification	Hire Rate	1 Yr Exp.	2 Yr Exp.	3 Yr Exp.	4 Yr Exp.	5 Yr Exp.	6 Yr Exp.	7 Yr Exp.	8 Yr Exp.	9 Yr Exp.	10 Yr Exp.	11 Yr Exp.	12 Yr Exp.	13 Yr Exp.	14 Yr Exp.	15 Yr Exp.	16 Yr Exp.	17 Yr Exp.	18 Yr Exp.	19 Yr Exp.	20 Yr Exp.
Certified Nursing Assistant	\$ 20.00	\$ 20.30	\$ 20.60	\$ 20.91	\$ 21.23	\$ 21.55	\$ 21.87	\$ 22.20	\$ 22.53	\$ 22.87	\$ 23.21	\$ 23.56	\$ 23.91	\$ 24.27	\$ 24.64	\$ 25.00	\$ 25.38	\$ 25.76	\$ 26.15	\$ 26.54	\$ 26.94
Nursing Assistant Registered*	\$ 19.00	\$ 19.29	\$ 19.57	\$ 19.87	\$ 20.17	\$ 20.47	\$ 20.78	\$ 21.09	\$ 21.40	\$ 21.72	\$ 22.05	\$ 22.38	\$ 22.72	\$ 23.06	\$ 23.40	\$ 23.75	\$ 24.11	\$ 24.47	\$ 24.84	\$ 25.21	\$ 25.59
Restorative Aide	\$ 20.50	\$ 20.80	\$ 21.10	\$ 21.41	\$ 21.73	\$ 22.05	\$ 22.37	\$ 22.70	\$ 23.03	\$ 23.37	\$ 23.71	\$ 24.06	\$ 24.41	\$ 24.77	\$ 25.14	\$ 25.50	\$ 25.88	\$ 26.26	\$ 26.65	\$ 27.04	\$ 27.44
Activities Assistant	\$ 17.60	\$ 17.86	\$ 18.13	\$ 18.40	\$ 18.68	\$ 18.96	\$ 19.24	\$ 19.53	\$ 19.83	\$ 20.12	\$ 20.43	\$ 20.73	\$ 21.04	\$ 21.36	\$ 21.68	\$ 22.00	\$ 22.33	\$ 22.67	\$ 23.01	\$ 23.35	\$ 23.70
Cook	\$ 18.10	\$ 18.37	\$ 18.65	\$ 18.93	\$ 19.21	\$ 19.50	\$ 19.79	\$ 20.09	\$ 20.39	\$ 20.70	\$ 21.01	\$ 21.32	\$ 21.64	\$ 21.97	\$ 22.29	\$ 22.63	\$ 22.97	\$ 23.31	\$ 23.66	\$ 24.02	\$ 24.38
Dietary Aide incl. Dishwasher	\$ 17.60	\$ 17.86	\$ 18.13	\$ 18.40	\$ 18.68	\$ 18.96	\$ 19.24	\$ 19.53	\$ 19.83	\$ 20.12	\$ 20.43	\$ 20.73	\$ 21.04	\$ 21.36	\$ 21.68	\$ 22.00	\$ 22.33	\$ 22.67	\$ 23.01	\$ 23.35	\$ 23.70
Housekeeper/Janitor	\$ 17.60	\$ 17.86	\$ 18.13	\$ 18.40	\$ 18.68	\$ 18.96	\$ 19.24	\$ 19.53	\$ 19.83	\$ 20.12	\$ 20.43	\$ 20.73	\$ 21.04	\$ 21.36	\$ 21.68	\$ 22.00	\$ 22.33	\$ 22.67	\$ 23.01	\$ 23.35	\$ 23.70
Laundry Aide	\$ 17.60	\$ 17.86	\$ 18.13	\$ 18.40	\$ 18.68	\$ 18.96	\$ 19.24	\$ 19.53	\$ 19.83	\$ 20.12	\$ 20.43	\$ 20.73	\$ 21.04	\$ 21.36	\$ 21.68	\$ 22.00	\$ 22.33	\$ 22.67	\$ 23.01	\$ 23.35	\$ 23.70
Van Driver/Transportation	\$ 17.60	\$ 17.86	\$ 18.13	\$ 18.40	\$ 18.68	\$ 18.96	\$ 19.24	\$ 19.53	\$ 19.83	\$ 20.12	\$ 20.43	\$ 20.73	\$ 21.04	\$ 21.36	\$ 21.68	\$ 22.00	\$ 22.33	\$ 22.67	\$ 23.01	\$ 23.35	\$ 23.70
Hospitality Aide	\$ 17.50	\$ 17.76	\$ 18.03	\$ 18.30	\$ 18.57	\$ 18.85	\$ 19.14	\$ 19.42	\$ 19.71	\$ 20.01	\$ 20.31	\$ 20.61	\$ 20.92	\$ 21.24	\$ 21.56	\$ 21.88	\$ 22.21	\$ 22.54	\$ 22.88	\$ 23.22	\$ 23.57