

Collective Bargaining Agreement

between

SEIU 775

and

Genesis Lake Ridge and Columbia Crest

Effective April 17, 2025, to October 31, 2027

CONTENTS

PREAMBLE.....	1
ARTICLE 1: INTENT & PURPOSE.....	1
SECTION 1.1	1
SECTION 1.2	1
ARTICLE 2: RECOGNITION	2
SECTION 2.1: COLUMBIA CREST	2
SECTION 2.2: LAKE RIDGE	2
ARTICLE 4: NO DISCRIMINATION	3
ARTICLE 5: MANAGEMENT RIGHTS.....	3
ARTICLE 6: UNION MEMBERSHIP AND VOLUNTARY ASSIGNMENT OF WAGES.....	6
SECTION 6.1: MEMBERSHIP	6
SECTION 6.2: MEMBERSHIP CARDS AND CARD COLLECTION.....	6
SECTION 6.3: DUES DEDUCTIONS	6
SECTION 6.3: COPE DEDUCTIONS	7
SECTION 6.4: REPORTS AND ROSTERS	7
SECTION 6.6: ELECTRONIC RECORDS	9
ARTICLE 7: UNION RIGHTS	9
SECTION 7.1: ADVOCATES	10
SECTION 7.2: ACCESS	10
SECTION 7.3: BULLETIN BOARD	11
SECTION 7.4: NEW EMPLOYEE ORIENTATION	11
SECTION 7.5: ALL STAFF AND DEPARTMENTAL MEETINGS.....	11
SECTION 7.6: UNION LEAVE FOR PUBLIC ADVOCACY	11

ARTICLE 8: PROBATIONARY PERIOD.....	11
ARTICLE 9: DEFINITIONS.....	12
SECTION 9.1: FULL TIME EMPLOYEES	12
SECTION 9.2: PART-TIME EMPLOYEES.....	12
SECTION 9.3: ON-CALL (CASUAL/PRN) EMPLOYEES.....	12
SECTION 9.4 TEMPORARY EMPLOYEES.....	13
ARTICLE 10: SENIORITY	13
SECTION 10.1: DEFINITION AND APPLICATION.....	13
SECTION 10.2: ACCRUAL	14
SECTION 10.3: LOSS OF SENIORITY	14
ARTICLE 11: LAYOFF AND RECALL.....	15
SECTION 11.1: LAYOFF.....	15
11.1.1: DEFINITION	15
11.1.2: NOTICE	15
ARTICLE 12: LOW CENSUS.....	16
ARTICLE 13: DISCIPLINE, DISCHARGE OR SUSPENSION	17
ARTICLE 14: GRIEVANCE PROCEDURE.....	18
SECTION 14.1: DEFINITION AND INTENT	18
SECTION 14.2: TIME LIMITS	18
SECTION 14.3: GRIEVACE STEPS.....	19
MEDIATION (OPTIONAL)	20
SECTION 14.4: ARBITRATION	20
ARTICLE 15: HOURS OF WORK, OVERTIME, SCHEDULING, MEAL AND REST PERIODS, PAY PERIODS, AND PAY DAYS	23

SECTION 15.1: NORMAL WORK WEEK	23
SECTION 15.2: OVERTIME	24
SECTION 15.3: WORK SCHEDULES	24
SECTION 15.4: REPORT.....	25
SECTION 15.5: AVAILABILITY OF EXTRA SHIFTS.....	25
15.5.1: OPEN SHIFTS KNOWN AT THE TIME OF THE SCHEDULE POST.....	25
15.5.2: SHIFTS WHICH BECOME AVAILABLE AFTER THE SCHEDULE IS POSTED AND IN EFFECT (INCLUDING SAME DAY ABSENCES)	26
SECTION 15.7: PAY PERIODS AND PAY DAYS.....	26
ARTICLE 16: HIRING RATES, WAGES AND COMPENSATION	26
SECTION 16.1: WAGE SCALES.....	26
SECTION 16.2: HIRING RATES AND WAGES.....	26
SECTION 16.3: DEFINITION OF EXPERIENCE	27
SECTION 16.4: ANNIVERSARY STEP INCREASES	27
SECTION 16.6: INCENTIVES	27
SECTION 16.7: DIFFERENTIALS.....	28
16.7.1: SHIFT DIFFERENTIALS.....	28
16.7.2: WEEKEND DIFFERENTIALS	28
16.7.2 MENTOR DIFFERENTIAL	28
ARTICLE 17: PAID TIME OFF	28
SECTION 17.1: VACATION.....	28
SECTION 17.1: ELIGIBILITY.....	28
SECTION 17.2 ACCRUAL	28
SECTION 17.4: VACATION AND MAXIMUM BALANCE CARRY-OVER PROVISIONS.....	29

SECTION 17.5: TIME OFF REQUESTS	29
SECTION 17.6: SICK TIME PROVISIONS	30
SECTION 17.7: GENERAL SICK PROVISIONS	30
ARTICLE 18: HOLIDAYS	31
ARTICLE 19: LEAVES OF ABSENCE	32
ARTICLE 20: INSURED BENEFITS.....	32
ARTICLE 21: RETIREMENT	33
ARTICLE 22: HEALTH AND SAFETY	33
SECTION 22.1: SAFE AND HEALTHY WORKING ENVIRONMENT	33
SECTION 22.2: OFFENSIVE BEHAVIOR, NON-DISCRIMINATION AND ANTI-HARASSMENT, INCLUDING SEXUAL HARASSMENT	33
SECTION 22.3: SAFETY EQUIPMENT & SUPPLIES	34
SECTION 22.3: VACCINATIONS	35
ARTICLE 23: NO-STRIKE CLAUSE.....	35
ARTICLE 24: SUCCESSORSHIP	36
ARTICLE 25: SEPARABILITY	37
ARTICLE 26: SUBCONTRACTING AND INSOURCING.....	37
ARTICLE 27: OTHER AGREEMENTS AND WAIVER, STANDARDS PRESERVED, COMPLETE AGREEMENT CONCERNING WAGES AND BENEFITS, PREMIUM CONDITIONS	37
ARTICLE 28: TERM OF THE AGREEMENT.....	38
APPENDIX A: WAGE SCALE EFFECTIVE THE FIRST PAY PERIOD FOLLOWING RATIFICATION (APRIL 17, 2025)	39
APPENDIX B: WAGE SCALE EFFECTIVE THE FIRST PAY IN YEAR 2 (ANNIVERSARY OF RATIFICATION, APRIL 17, 2026)	39

PREAMBLE

This Agreement is made and entered into by and between the Employer (hereinafter called the “Center” or the “Employer”), and Service Employees International Union Local 775 (hereinafter referred to as the “Union”), acting herein on behalf of the Employees of the Center, as hereinafter defined, now employed and hereafter to be employed and collectively designated as the Employees.

ARTICLE 1: INTENT & PURPOSE

SECTION 1.1

It is the mutual intent and purpose of the parties to establish an entire agreement between the Employer and Union concerning rates of pay, hours of work, and such other terms and conditions of employment as are expressly covered by the provisions in this Agreement.

SECTION 1.2

It is the desire, purpose, and intent of the Employer and Union to establish a practical and sound business and economic relationship and orderly, peaceful, harmonious, respectful, and cooperative relations between the Employer, its employees, and the Union; to foster an atmosphere of trust, respect, and civility between the Employer, its employees, and the Union; to encourage an open dialogue with each other regarding issues relevant to the employees' work environment; to promote conditions of employment that contribute to the safety of employees and the protection of the Employer's property; to promote the efficiency, profitability, growth, and competitiveness of the Employer's operation and the opportunity for steady employment by continually improving the quality of the Employer's operations to exceed the ever-increasing expectations of the residents, patients, or their families; and to achieve uninterrupted operations and the highest levels of efficiency, productivity, and employee performance consistent with safety, health, and best efforts. The Employer and Union agree that they will individually endorse, support, and collectively cooperate with one another in the pursuit of these purposes and objectives.

ARTICLE 2: RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining representative for the following distinct and separate bargaining units; these two separate and distinct bargaining units are included in this one document for administrative convenience.

SECTION 2.1: COLUMBIA CREST

The Employer recognizes the Union as the exclusive collective-bargaining representative for all employees in the following listed classifications:

Full-time and part-time and casual/PRN (on-call) Certified Nurse Assistants (CNAs/NACs), Nursing Assistants (NARs), Restorative Aides, Activity Assistant, and Drivers, located at Columbia Crest, LLC, d/b/a Columbia Crest located at 1100 East Nelson Road, Moses Lake, excluding all other employees, managerial, confidential, clerical, RNs, LPNs, Professional employees, technical employees, guards and supervisors as defined by the National Labor Relations Act.

SECTION 2.2: LAKE RIDGE

The Employer recognizes the Union as the exclusive collective-bargaining representative for all employees in the following listed classifications:

Full-time and part-time and casual/PRN (on-call) Certified Nurse Assistants (CNAs/NACs), Nursing Assistants (NARs), Restorative Aides, Activity Assistant, and Drivers, located at Lake Ridge, LLC, d/b/a Lake Ridge located at 817 East Plum Street, Moses Lake, excluding all other employees, managerial, confidential, clerical, RNs, LPNs, Professional employees, technical employees, guards and supervisors as defined by the National Labor Relations Act.

Article 3: labor management committee

The parties agree to meet and discuss issues of concern and importance to each.

Such meetings will occur at least quarterly unless the parties agree to meet more often, and either party may submit items for discussion. The Center and the Union shall each

designate their own committee members, and the committee membership may vary from month to month based on the agenda items or for other reasons. This committee will be composed of up to four (4) Union representatives, which could include one (1) Union field representative and up to four (4) members of management. More members of either party may participate with mutual consent.

The Committee shall not engage in collective bargaining nor serve as a substitute for the grievance procedure. The Parties shall exchange agendas at least five (5) days prior to the date of the meeting.

Union Members who attend Labor Management Committee meetings shall be paid for the time they spend in the meeting.

ARTICLE 4: NO DISCRIMINATION

The Union and the Employer are mutually committed to a policy of nondiscrimination. The Employer and the Union shall not unlawfully discriminate with respect to wages, hours, or terms and conditions of employment as provided for in this Agreement on the basis of race, ethnicity, color, physical and/or mental disability, being a victim of domestic violence, sexual assault or stalking, marital status, national origin, religious affiliation, Tribal origin, ancestry, gender identity or perceived gender identity, gender expression, sex, sexual orientation or perceived sexual orientation, age, political belief, faith, veterans status, citizenship status, Union membership or non-membership and activities and in keeping with applicable federal, state or local law.

Where the masculine or feminine provision is used in this Agreement, it is understood that it applies to all genders.

ARTICLE 5: MANAGEMENT RIGHTS

Except as specifically modified, delegated, or granted in this Agreement, the Employer retains responsibility and authority that the Employer had prior to the signing of this Agreement, including the exclusive right to manage the operations of the Center and to direct the workforce. The parties agree that they discussed, to each party's satisfaction, the subjects in

this Article during collective bargaining negotiations and that Union clearly and unmistakably expressly waived its right to bargain before Employer unilaterally changes the following enumerated subjects. During the term of the Agreement, except when such rights are specifically abridged or modified by this Agreement, Union hereby grants Employer the right and authority to make changes unilaterally (i.e. without giving Union notice and an opportunity to bargain concerning the planned changes) among the following exclusive rights, but not limited to, the right:

- To manage, direct and control its property and workforce;
- To conduct its business and manage its business affairs;
- To direct its employees;
- To hire;
- To assign work;
- To transfer;
- To promote;
- To demote;
- To layoff;
- To recall;
- To evaluate performance;
- To determine qualifications;
- To discipline;
- To discharge;
- To adopt and enforce reasonable rules and regulations;
- To establish and to effectuate existing policies and procedures including but not limited to a drug/alcohol testing policy. The Employer shall meet and confer with the Union prior to implementing any new or modified policies;
- To establish and enforce dress codes;
- To set standards of performance;
- To determine the number of employees, the duties to be performed, and the hours and locations of work, including overtime;
- To determine, establish, promulgate, amend and enforce personal conduct rules, safety rules and work rules;

- To determine if and when positions will be filled;
- To establish or abolish positions;
- To discontinue any function;
- To create any new service or function;
- To discontinue or reorganize or combine any department or branch of operations;
- To evaluate or make changes in technology and equipment. In the event employees request clarification on the application of new technology or use of new or different equipment, the Employer will meet and discuss the issues with the affected employees;
- To establish shift lengths;
- To either temporarily or permanently close all or any portion of its facility and/or to relocate such facility or operation;
- To determine and schedule when overtime shall be worked;
- To determine the number of employees required to staff the facility, including increasing or decreasing that number;
- To determine the appropriate staffing levels required at the facility; and,
- To determine the appropriate mix of employees, by job title, to operate the facility.

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 Employer's Employee Handbook and Employer's Human Resources Policies shall govern the employment of employees covered by this Agreement when such policies do not directly conflict with any express provision of this Agreement. It is understood that this Agreement's provisions shall govern in the event of any conflict. If the Union believes that any such term, condition, policy or procedure conflicts with this Agreement and/or is unreasonable, it shall have the right to file a grievance either when the term, condition, policy or procedure is initially implemented, or alternatively, when any such term, condition, policy or procedure is applied to an employee resulting in discipline or termination. These Rules and Regulations are subject to change at the sole discretion of the

Employer.

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 activity.

ARTICLE 6: UNION MEMBERSHIP AND VOLUNTARY ASSIGNMENT OF WAGES

SECTION 6.1: MEMBERSHIP

Not later than (for persons hired after this agreement becomes effective) thirty (30) days after their hire date or (for those employed at the effective date of this Agreement) the effective date of this Agreement, or the execution date of this Agreement, whichever is later, every employee subject to the terms 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, in accordance with the provisions of Section 8 of the National Labor Relations Act, as amended and in accordance with applicable law. Failure of any employee to comply with the provisions of this subsection shall, upon request of the Union, result in termination of such employee , provided that the Union has given the employee fourteen (14) days' notice that the employee's obligation to make payment has not been met and that the delinquency renders the employee liable to termination under this section and that the termination request complies with applicable law.

SECTION 6.2: MEMBERSHIP CARDS AND CARD COLLECTION

The Employer shall include a union membership card in each employee's employment paperwork. After collecting the card, the Employer shall retain a copy for itself and forward the original to the Union via trackable mail at least once per month. The Union will furnish all the membership forms necessary to be used for this written authorization and will notify the Employer in writing of dues, fees, or assessments to be assessed within five (5) days of execution of this Agreement, and thirty (30) days before the effective date of any change.

SECTION 6.3: DUES DEDUCTIONS

Upon voluntary signed authorization by a worker and a statement from the Union of the dollar

amounts due for each worker, the Employer agrees to deduct the Union dues each pay period, and remit it to the Union by Automated Clearing House (“ACH”) payment within fifteen (15) business days after the end of the calendar month during which the dues were deducted. This authorization will continue in effect until it is revoked by the Union or the employee, per the terms and conditions of the signed membership card. The Union will provide a copy of the authorization to the Employer.

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

SECTION 6.3: COPE DEDUCTIONS

The Employer will honor written assignment of wages to the Union for the payment of voluntary contributions to the Union’s Committee on Political Education (COPE) Fund, or other contributions to the Union authorized by the employee. The Employer will remit such contributions to the Union by Automated Clearing House (“ACH”) payment within fifteen (15) business days after the end of the calendar month in which the voluntary contribution was deducted, by separate check than the payment for dues. This authorization will continue in effect until it is revoked by the Union or the employee, per the terms and conditions of the signed COPE deduction authorization. However, if an employee signs up for the COPE deduction, and then cancels the deduction, the employee will not be eligible to sign up again for the deduction for 12 months from the time of the revocation. The Union will provide a copy of the authorization to the Employer.

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

SECTION 6.4: REPORTS AND ROSTERS

The Employer shall supply to the Union a list of all employees covered by this Agreement through a mutually agreed-upon secure method at the same time that it provides the dues and COPE.

The list shall include for each employee:

- Employee Number
- First Name (preferred by the employee)
- Middle Name
- Last Name
- Address Type
- Address Line 1
- Address Line 2
- City
- State
- Zip Code
- Primary Phone Number (in the xxx-xxx-xxxx format)
- Secondary Phone Number (if available)
- Email Address
- Social Security Number
- Date of Birth
- Date of Hire
- Date of Termination (if applicable)
- Rate of Pay
- Differential Rate (if applicable)
- Job Classification
- FTE Status (including LoA Status)
- Pay Period Start Date
- Pay Period End Date
- Hours Worked in the Pay Period
- Gross Earnings in the Pay Period
- Dues Deduction Amount
- COPE Deduction Amount

The sum of the individual Union dues amounts in the Roster shall exactly match the amount of

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

Reports shall be securely transmitted electronically in a commercially available format to be agreed upon by the Employer and the Union.

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
- Last Name
- Social Security Number

The Union will be solely responsible for any data breaches after the materials are transferred and will be responsible for maintaining the confidentiality of such employee personnel information, and will indemnify the Company from any asserted claim, liability or cost for a data breach by the Union, including the cost of defending against such claim incurred by the Employer.

SECTION 6.6: ELECTRONIC RECORDS

The Employer shall accept confirmations from the Union that the Union possesses electronic records of such membership and give full force and effect to such authorizations as “written authorization” for purposes of this Agreement. In addition to electronic scanned copies of paper authorizations from the Union, the Employer shall accept copies of electronic signatures as “written authorization” for purposes of this Agreement.

ARTICLE 7: UNION RIGHTS

Employees shall have the rights to engage in union activity so long as such activity does not interfere with the care or the operations of the Employer.

SECTION 7.1: ADVOCATES

The Employer shall recognize up to four (4) Union Advocates (also known as Shop Stewards). The Advocate position is the worker representative responsible for representing coworkers in disciplinary investigations and meetings, and presenting grievances. Any time spent by an Advocate on Union matters or acting in their capacity will not be compensated by the Employer, except for time spent investigating, presenting grievances, representing employees, and attending meetings called by the Employer. Advocates will not be compensated for these times beyond which the Employer judges to be reasonable. In no case will the Employer be required to pay for time spent investigating or adjusting grievances which would result in overtime. The Employer shall only compensate one Advocate for attending investigatory, disciplinary or grievance proceedings.

An Advocate may communicate with workers, the Union or representatives of the Employer concerning Union business after first obtaining permission from their immediate supervisor or other representative of the Employer. Calls to or from the Union shall be limited to two (2) calls per day of ten (10) minutes in duration.

As soon as possible, following the appointment of the Advocate, the Union shall confirm the appointment to the Employer.

An Advocate shall not direct any worker how to perform or not to perform their work in his/her/their role as Advocate, and shall not interfere with the normal operations of the employer or any other worker. It is understood and agreed that in the case of a dispute, employees must “work-first, grieve-later” and Advocates or Representatives shall advise the grievant(s) of this responsibility.

SECTION 7.2: ACCESS

Union staff representatives shall have access to the Center for the purposes of conferring with the Employer, delegates of the union, and/or Employees, and for the purpose of administering this Agreement. Union staff representatives shall enter the premises of the Employer via the entrance used by the general public. Union staff representatives shall provide the administrator or his or her designee with at least twenty-four (24) hours of advance notice before visiting the

Center. Any meetings with Employees at the Center will be conducted in non- resident care areas and will only include Employees who are off duty, on break or mealtime.

SECTION 7.3: BULLETIN BOARD

The Employer will furnish a locked bulletin board of at least 2 feet x 3 feet in the Employee's break room for posting of union notices. A copy of the key will be held by the administrator and another copy will be provided to the Union Representative. The Union will not use the bulletin board to post communication which is derogatory of the Center or its employees.

SECTION 7.4: NEW EMPLOYEE ORIENTATION

Each month, in a mutually agreed upon process, the Center 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 report. The Center authorizes thirty (30) minutes of paid time for both an Advocate and the new employee(s) to engage in a New Employee Orientation ("NEO") at the end of either day of the scheduled Center Orientation (NEO).

SECTION 7.5: ALL STAFF AND DEPARTMENTAL MEETINGS

When the Center holds its regularly scheduled All Staff or Departmental Meetings at the facility, an Advocate shall be allowed to address the Bargaining Unit. With permission, an Advocate may address employees for the purpose of public advocacy for up to five (5) minutes.

SECTION 7.6: UNION LEAVE FOR PUBLIC ADVOCACY

The Employer will designate up to eight (8) paid shifts per calendar year to compensate an employee engaging in in-person public advocacy for quality long-term care.

ARTICLE 8: PROBATIONARY PERIOD

All newly hired employees who are covered by this Agreement, whether or not previously employed by the Employer, shall be deemed probationary employees and shall be subject to a probationary period for their first ninety (90) calendar days of employment commencing with their first day of work. The Employer may extend the initial probationary period for up to an

additional ninety (90) days, and the Employer will provide a written explanation of the reason(s) for any such extension to the employee and Union. The Employer will not routinely extend the probationary period of newly hired employees as a standard practice. Any days lost from work during the probationary period because of illness, accident, or any other reason shall not be considered in computing the ninety (90) calendar days probationary period.

Probationary employees are not entitled to any benefits under any of the provisions of this Agreement unless specifically provided for in this Agreement.

Probationary employees shall not accrue seniority during the probationary period. However, after the successful completion of the probationary period, an employee's seniority shall commence from the date first worked after hire.

Notwithstanding any other provisions in this Agreement, the Employer may discipline and/or discharge any probationary employee at any time during their probationary period, and no action of the Employer with respect to any probationary employees shall be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE 9: DEFINITIONS

SECTION 9.1: FULL TIME EMPLOYEES

Full-time employees are defined as employees who are regularly scheduled to work and regularly work at least thirty (30) hours or more per week. After successfully completing their probationary period, regular full-time employees are eligible for the benefits set forth in this Agreement.

SECTION 9.2: PART-TIME EMPLOYEES

Part-time employees are defined as employees who are regularly scheduled to work and regularly work less than thirty (30) hours per week, but at least twenty (20) hours or more per week. Part-time employees are eligible for the benefits set forth in this Agreement.

SECTION 9.3: ON-CALL (CASUAL/PRN) EMPLOYEES

On-call employees are defined as employees who work on an intermittent or as needed basis,

but who do not have a regular schedule. Casual or PRN employees are not entitled to any benefits under any of the provisions of this Agreement other than benefits required by federal or state law or otherwise specifically provided for in this Agreement.

SECTION 9.4 TEMPORARY EMPLOYEES

A temporary employee is hired for a specific, limited period of time up to ninety (90) consecutive days and is so informed at the time of hire and (a) who is hired for a special project, or (b) to replace a unit Employee who is on vacation or on any contractual leave of absence provided herein.

Temporary employees can be full-time or part-time depending upon the Employer's needs. Temporary employees are not members of the bargaining unit and have no rights under this Agreement. If a temporary employee accepts a regular full-time position, their period of temporary work will apply toward satisfying their probationary period.

Temporary employees are not entitled to any benefits under any of the provisions of this Agreement other than benefits required by federal or state law.

ARTICLE 10: SENIORITY

SECTION 10.1: DEFINITION AND APPLICATION

An Employee's seniority at the Center shall be defined as the length of continuous service with the Employer in the bargaining unit commencing with the date on which the Employee began to work after last being hired. In the event that more than one (1) employee is hired on the same day, seniority will be determined by the last two (2) digits in the employees' Social Security number, with highest numbers being higher on the seniority list.

An employee's seniority within the department shall be defined as the length of continuous service with the Employer in the department commencing with the date and hour on which the Employee began to work in the department.

The application of seniority shall be applied per the applicable article(s) of this Agreement.

SECTION 10.2: ACCRUAL

Seniority shall not accrue to probationary Employees during the probationary period. However, at the successful completion of the probationary period, the Employee's seniority shall be considered to commence from the date first worked after hire.

Seniority shall accrue and not be lost during an Employee's vacation.

Seniority shall continue to accrue during all approved leaves of absence. AGREED

Seniority shall not accrue during periods of layoffs. AGREED

Employees do not earn vacation or sick, or receive holiday pay while on an unpaid leave of absence (see Vacation, Sick, Holidays section at Article __).

SECTION 10.3: LOSS OF SENIORITY

An employee shall lose their seniority, and seniority shall be broken for any of the following reasons:

- If the Employee voluntarily resigns or retires;
- If the Employee is discharged for cause;
- If the Employee fails to return to work upon expiration of a leave of absence pursuant to this Agreement,;
- If the Employee is laid off in excess of their recall rights;
- If the Employee takes employment elsewhere during a leave of absence without the express written consent of the Employer;
- Transferred or promoted to a position outside the bargaining unit covered by this Agreement.
- Absence from work without notifying the Employer two times (no-call/no show)

An employee whose seniority is lost for any of the reasons outlined above shall be considered a new employee if they are subsequently rehired by the Employer.

ARTICLE 11: LAYOFF AND RECALL

SECTION 11.1: LAYOFF

11.1.1: DEFINITION

A layoff will be defined as any elimination of bargaining unit positions expected to last at least thirty (30) calendar days (not a temporary low census reduction of hours). An “Affected” Employee, “Laid off” Employee, or employee on “layoff” will be defined as an employee whose hours were entirely eliminated due to a layoff. No employee’s hours shall be involuntarily reduced, except in accordance with the methods laid out in this Article. This does not apply to “low census” situations where employees hours can be involuntarily cancelled.

11.1.2: NOTICE

No layoff shall be implemented without at least twenty-one (21) calendar days’ notice to the Union and Employees in the affected job classification(s). The notice given to the Union shall identify the affected job classification(s) and shift(s). As soon as possible, but no later than the formal meeting with the Union, the Center will also provide the names of these employee(s) who the facility anticipates will be affected, and a list of all bargaining unit employees, including their classification, hours, and seniority.

Within seven (7) days of notice as noted above (unless the parties mutually agree upon a later date), the Center’s management agrees to formally meet with the Union to discuss the impending lay off, to review lists of those affected and discuss potential methods to minimize the magnitude of the layoff.

In the event of a layoff within a job classification, temporary and then probationary employees shall be laid off first without regard to their individual period of employment. Non-probationary Employees shall be the next to be laid off on the basis of their bargaining unit seniority.

Beginning with the most senior affected employee, in the presence of a Union Advocate or representative, the Employer will present the affected employee with the following options:

- Fill a vacant position in the same classification on any shift.
- Fill a vacant position in another classification for which the employee possesses the

skills and qualifications.

- Accept the layoff.
- Bump the least senior employee in the same job classification in the Center.

ARTICLE 12: LOW CENSUS

The Employer will post in each facility the current staffing.

When short-term fluctuations in census result in the need for the Employer to reduce staffing, the Employer will make its best efforts to reduce staffing as in the following order:

- First Cut: Volunteers (most senior first on a rotational basis)
- Next 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: Employees working a scheduled extra pickup shift which will not result in overtime during the pay period
- Next Cut: PRN/casual employees
- Next Cut: Non-voluntary rotational cut of full-time and part-time employees in a job classification on the affected shift.

If there is a tie in Categories 3-7 above, the Center will reduce staffing starting with the lowest seniority within 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 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.

The Union and Employer acknowledge that there can be rapid changes in resident acuity, census, staff availability, and workload requirements, which require mutual understanding, communication, and flexibility. Any inadvertent violation of this Article shall not result in any economic compensation for any employee.

Low census days shall be without compensation unless the employee elects to use vacation or a personal day.

A reduction in hours due to low census, whether by calling employees before the start of their

shift in accordance with this Agreement or sending employees home before the end of their shift will not be considered a layoff as defined in this Agreement.

ARTICLE 13: DISCIPLINE, DISCHARGE OR SUSPENSION

The Employer shall have the right to maintain discipline and efficiency of its operations, including the right to discharge, suspend or discipline a worker for just cause. The discipline process will include the concept of progressive discipline (i.e. documented verbal reprimand, written reprimand final written reprimand, and discharge), provided, however, an employee may be subject to immediate dismissal or suspension based on serious offenses. 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.

Progressive discipline for attendance/tardiness will be tracked separately from other progressive discipline.

All disciplinary action shall be taken within fifteen (15) days from the date the Administrator or Department Head had knowledge of the information giving cause for the disciplinary action and/or has completed an investigation that results in disciplinary action, unless circumstances beyond the Employer's control prevent it from doing so (such as a relevant witness being unavailable, etc.).

Grounds for discipline or discharge, including immediate discharge are set forth in the Employer's Employee Handbook. Offenses warranting immediate terminations shall include but not be limited to repeated action or inaction that is abuse or neglect. A government finding of abuse or neglect is not required for a conclusion that the Bargaining Unit Employee's action or inaction is defined as such. Information requested by the Union on behalf of an Employee grievance which involves HIPAA-covered direct patient information must be redacted before being provided to the Union.

Any probationary employee may be discharged or disciplined by the Employer in its sole discretion. No question concerning the disciplining or discharge of probationary employees shall be the subject of the grievance or arbitration procedure.

With regard to progressive discipline for all matters other than mistreatment of a resident, in the event that the employee completes an eighteen (18) month period without any other incidents, any disciplines of such employee within the period preceding the eighteen (18) month period cannot be used for purposes of progressive discipline.

Prior to any meeting for the purposes of investigation of an issue that could lead to discipline, the Employer shall make a good faith effort to inform an employee who is subject to or potentially subject to discipline that the employee has the right to request union representation. If invoked, the employee's right to representation shall be honored, or the Employer may choose not to interview the employee. Failure of the Employer to inform the employee of this right will not cause any information obtained from the employee to be inadmissible or suppressed as evidence in any proceeding.

Employees will be provided with a copy of any written notice of discipline action.

ARTICLE 14: GRIEVANCE PROCEDURE

SECTION 14.1: DEFINITION AND INTENT

A grievance shall be defined as a dispute or complaint arising between the parties about the interpretation, application, performance, or any alleged breach of this Agreement, and shall be processed in the following manner. It is mutually agreed by the parties that it is desirable to resolve disputes as quickly as possible, at the lowest possible level.

Advocates 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 or Representatives shall advise the grievant(s) of this responsibility.

SECTION 14.2: 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, provided, however, arbitration must be specifically requested by the Union. Failure of an employee or the Union 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 14.3: GRIEVANCE STEPS

A grievance shall be submitted to the following grievance procedure:

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

Step 2: Grievances referred to Step Two shall be presented by the employee's Advocate or Union Representative to the Administrator within fifteen (15) calendar days of the Step 1 response. The parties shall meet within five (5) business days unless extended by mutual agreement. The Administrator shall have fifteen (15) calendar days in which to reply to the Advocate or Union Representative. The response at Step Two will resolve the matter unless escalated by the Union to Step Three.

Step 3: Grievances referred to Step Three be presented by the employee's Advocate or Union Representative to the Employer's Regional HR representative within ten (10) calendar days of the Step 2 response. The parties shall meet within five (5) business days unless extended by mutual agreement. The Administrator shall have fifteen (15) calendar days in which to reply to

the Advocate or Union Representative. The response at Step Three will resolve the matter unless escalated by the Union to 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 by mutual agreement. The mediator shall hear the presentation of the grievance within fifteen (15) calendar days or as soon as all parties are reasonably able to do so and shall issue a recommendation that day or on a timely date mutually agreed to by both parties. Should the mediation resolution be unacceptable to the Union, the Union shall reserve the right to proceed to arbitration.

SECTION 14.4: ARBITRATION

If a grievance is not settled under the foregoing grievance process above, the Union may refer it to arbitration within fifteen (15) calendar days of the Employer's decision, or within ten (10) days of the parties' waiver of mediation; if this time limit is not met, the grievance will be waived and not arbitrable. Arbitration shall apply only to grievances that involve termination, demotion, an issue that affects employee compensation, or the interpretation or application of any economic provisions of this Agreement. It is understood and agreed that a decision of the Union not to exercise its right to request arbitration shall be final and binding upon the members of the bargaining unit, and further that the Union, through its designated representatives, has authority to settle any grievance at any step.

Once the grieving party properly refers the grievance to arbitration, the parties shall attempt to select an arbitrator. The parties shall select an arbitrator by the process of alternatively striking names from a list of qualified arbitrators who are members of the National Academy of Arbitrators from a list of nine (9) names provided by FMCS, until one name remains. The party initiating the grievance shall strike the first name.

The Arbitrator may consider and decide only the particular grievance presented to him in a

written stipulation by the Employer and the Union, and his decision shall be based solely upon an interpretation of the provisions of this Agreement. The award of the Arbitrator so appointed shall be final and binding upon the parties. The Arbitrator shall have no authority to alter, amend, add to, subtract from or otherwise modify or change the terms and conditions of this Agreement. Only one grievance shall be submitted to the Arbitrator at a time, unless the parties mutually agree otherwise. Any award for back pay shall have deducted any unemployment compensation or other compensation that the aggrieved may have received from any source during the period for which back pay is claimed.

The cost of arbitration, which shall include the fees and expenses of the Arbitrator, the Court Reporter and the transcript shall be borne equally by the parties. Each party shall pay any fees of its own representatives and witnesses for time lost.

Occurrences prior to the execution date or subsequent to the expiration date of this Agreement shall not be subject to arbitration.

Since it is important that grievances and arbitrations be processed expeditiously, the number of days indicated at each level shall not be considered as merely procedural but shall be deemed of the essence and any grievance shall be waived if not appealed to the next step or to arbitration within the time limits set forth herein.

In cases not involving resident care issues, just cause will have the traditional meaning of cause under traditional labor law principles. In cases of discipline related to resident care issues, the Center satisfies its "just cause" obligations under this Agreement if it has a reasonable belief that the employee engaged in the acts or omissions that led to the discipline related to resident care. In recognition of the special importance of resident care issues, allegations of resident care abuse by any employee of the facility shall be handled with special recognition of their seriousness and sensitivity. In cases involving resident care, the standard of whether the termination is appropriate shall be met if the Employer had a reasonable belief that the alleged actions or failure to act occurred. The Employer agrees to submit to the arbitrator the investigation that the State of Washington, Department of Health conducted on the incident in dispute. However, if the State's investigation is "inconclusive" or similar finding, the discipline

will nonetheless be upheld if the Employer has a “reasonable belief”.

If the Arbitrator determines in a resident abuse case that the Employer had a reasonable belief the alleged actions or failure to act occurred, the termination should not be overturned except in extraordinary circumstances. In reviewing whether the Employer’s belief was reasonable, the Arbitrator’s review may include (1) the appropriateness of the Employer’s investigation; (2) the strength of the evidence supporting the allegation; (3) the employee’s work history; (4) the resident’s complaint history; (5) the resident’s cognitive ability; (6) physical evidence, if any; and (7) other such factors traditionally reviewed in disciplinary cases.

The parties agree that the arbitrator shall accept a written statement signed by a resident, resident representative, or family member in lieu of sworn testimony and it shall carry the same force and effect as if the resident, resident representative, or family member appeared and provided live testimony. Both parties shall have equal access to such written statements at least thirty (30) days prior to the arbitration date. The parties agree that there shall be no adverse inference from the failure of any resident, family member or visitor to testify at arbitration. The Employer shall make available to the Union the staff member(s) that took the statement from the resident, resident representative, or family member, so long as he or she is still employed.

In terminations stemming from suspected or actual resident abuse, both the Union and the Employer agree to stipulate to the following facts:

Both the Employer and the Union are committed to an environment where residents are free from any form of abuse.

Both the Employer and the Union agree that resident abuse is a violation of a resident’s rights and Washington and federal law.

When a resident makes an allegation of abuse, assuming the resident does not suffer from severely impaired cognitive state such that his or her allegations should not be believed, the Employer is obligated and permitted to consider the resident’s allegations as accurate.

Assuming the Employer establishes that the resident does not suffer from a severely impaired

cognitive state, the employee shall have the burden to establish the resident was lying, mistaken or otherwise incorrect with respect to the allegations.

Reinstating an employee previously accused of resident abuse could expose the Employer to additional liability if the employee engages in that type of behavior in the future.

The parties agree to stipulate before the arbitrator that the facility is bound by the definition of abuse contained in the applicable state and federal regulations.

The Employer has a zero-tolerance policy regarding abuse and employees are aware of this fact.

All employees of the Employer are trained in recognizing and reporting elder and dependent abuse and are mandated by law to report the same even if they doubt the veracity of the allegations.

An employee must abide with the Genesis Abuse Policy by reporting a known or suspected instance of abuse if he or she: (a) has observed or has knowledge of an incident that reasonably appears to be abuse; (b) has been told by an elder or dependent adult that he or she has experienced behavior constituting abuse; or (c) reasonably suspects that abuse has occurred.

In the event that any licensing agency or regulatory agency finds that resident abuse occurred, the employee shall be subject to immediate termination without recourse to the grievance or arbitration provisions of this Agreement. The fact that a licensing agency might find its investigation inconclusive or the like, shall not mean that the Employer did not have a “reasonable belief” that the abuse or neglect occurred.

ARTICLE 15: HOURS OF WORK, OVERTIME, SCHEDULING, MEAL AND REST PERIODS, PAY PERIODS, AND PAY DAYS

SECTION 15.1: NORMAL WORK WEEK

The normal work week shall be no more than forty (40) hours per week. The work week for payroll purposes and for determining overtime shall consist of seven (7) consecutive days beginning at 12:00:01 a.m. Tuesday to Monday at midnight. The work week can be changed upon notice to the Union.

SECTION 15.2: OVERTIME

Overtime shall be paid at the rate of one and one-half (1½) times an employee's regular rate of pay for all hours actually worked after forty (40) hours per week. Hours paid, but not worked (i.e., PTO, sick, etc.), do not count toward the 40 hours. For the purpose of computing overtime pay, the Employer follows state and federal law.

Mandatory overtime may be scheduled from time to time to meet the needs of resident care. Mandatory overtime shall not become normal staffing practice. Employees may occasionally decline mandatory overtime due to reasonable extenuating circumstances, but employees have an obligation to work their share of mandatory overtime. The Employer will make a good faith effort to provide employees with 2 hours' notice that they may be required to stay at the end of their shift, whenever possible; however, there may be emergency situations, or last-minute employee call offs where two (2) hours' notice cannot be provided. Employees will be placed in mandatory overtime conditions by reverse order of seniority within the department. There shall be no expectation that any one employee will be mandated more than two (2) times during a scheduled work week.

No overtime shall be worked unless approved in advance.

SECTION 15.3: WORK SCHEDULES

The Employer shall fix the hours of work. A supervisor shall assign workers specific starting and ending times, meal and rest periods which are to be determined at the Center level.

The Employer will provide advance notice to the Union of permanent scheduling changes when practicable. Employee work schedules, inclusive of all-staff and/or departmental meetings and trainings/in-services shall be posted at least ten (10) days prior to the first workday on the schedule. Changes to the posted schedule may be made by the Employer to meet the needs of the business, including the right to send workers home after the start of their shift in accordance with the Low Census provisions of this Agreement.

If a worker wishes to change a scheduled day with another worker, both must sign a written request, and it must be approved by their supervisor.

SECTION 15.4: REPORT

Employees reporting to work for their scheduled shift shall receive a minimum guarantee of two (2) hours of paid time. Such minimum guarantees shall not apply if the Employer makes a reasonable effort to notify the employee at least two (2) hours prior to the scheduled starting time that the employee is scheduled to report to work. Reasonable effort shall be defined as an Employer telephone call to the telephone number provided by the employee, or such other method as mutually agreed upon by the Employer and the employee and either leaving a message with the person who answers the telephone, leaving a voice mail message or sending a text message. The Employer may require an employee to work for a minimum of two hours; however, the employee may choose to go home without pay. It shall be the employee's responsibility to keep their current telephone number on file with the Employer. Failure by the employee to do so will exempt the Employer from the notification requirement and from the minimum guarantee.

An employee who is notified that they are not needed due to census or any other reason, or is sent home after reporting to their scheduled shift shall not be considered "on-call" or "on-standby" for the remainder of the shift.

SECTION 15.5: AVAILABILITY OF EXTRA SHIFTS

15.5.1: OPEN SHIFTS KNOWN AT THE TIME OF THE SCHEDULE POST

To ensure shift coverage and quality care, the Employer shall use the following steps to cover any open/unassigned shifts when the work schedule is posted. Open shifts that are known to the Employer at the time the schedule is posted will be posted for Employees to sign up for those shifts. Employees shall have the opportunity to sign up for the shifts. Shifts will be awarded on a rotating seniority basis (most senior within the department first). Once an Employee has received a shift in this manner, then the employee shall go to the bottom of the list for receiving an unassigned shift to allow for fair distribution of available shifts to interested bargaining unit employees.

While the Employer may consider other factors, such as Overtime costs and seniority of affected employees, the Employer will give preference to bargaining unit employees who are

available to work on a non-overtime basis before assigning shifts to agency personnel. Employees who sign up for an extra shift may be removed from that shift with at least forty-eight (48) hours' notice if the Employer is able to fill the shift with a newly hired regular employee.

15.5.2: SHIFTS WHICH BECOME AVAILABLE AFTER THE SCHEDULE IS POSTED AND IN EFFECT (INCLUDING SAME DAY ABSENCES)

Procedures and practices will be implemented at the Center level, trying to fill positions as quickly as possible on a cost efficient basis. SECTION 15.6: MEAL AND REST PERIODS

The Employer will provide workers who work a full shift with a half-hour unpaid meal period. The Employer will provide a paid fifteen (15) minute rest period during each four (4) hour half shift or major fraction thereof (no less than three hours).

SECTION 15.7: PAY PERIODS AND PAY DAYS

Pay periods and paydays shall be as outlined in the Employer's Policies.

Should an employee discover an error in their paycheck greater than \$75, the Employer shall correct the error as soon as possible but no later than three (3) business days after the error was presented. If the error is less than \$75, the error will be corrected on the next paycheck.

ARTICLE 16: HIRING RATES, WAGES AND COMPENSATION

SECTION 16.1: WAGE SCALES

The attached wage scale in Appendix A will be effective beginning the first full pay period after ratification of this Agreement.

The attached wage scale in Appendix B will be effective beginning the first full pay period one year after ratification [insert date].

SECTION 16.2: HIRING RATES AND WAGES

Upon ratification, current employees will be placed on the wage scale in Appendix A. Additionally, as applicable, current employees shall have their relevant experience recognized and shall be placed on the scale based on their previous years of experience.

For any employee whose experience exceeds the number of steps on the scale, their rate will be adjusted to the top of the scale.

New employees hired after the ratification of this Agreement shall be placed on the applicable wage scale based on their previous years of experience.

No employee will suffer a reduction in their wage as a result of being placed on the wage scale.

SECTION 16.3: 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, as determined by the Employer. The Employer's practices will be consistent and equitable for the purpose of placement of employees on the scale.

SECTION 16.4: 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 next full pay period following the employee's anniversary date. Employees at the top or over the top step of the scale, as well as drivers and activities assistants/rec assistants, shall receive a twenty-five cent (\$0.25) increase beginning the first full pay period two (2) years after ratification (insert date) provided that they have not received any other scale increase during the prior 12 months.

SECTION 16.6: 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.

If the Employer elects to pay a shift pick up/extra shift bonus, such bonus will be included for purposes of calculating overtime.

SECTION 16.7: DIFFERENTIALS

16.7.1: SHIFT DIFFERENTIALS

All bargaining unit employees will receive \$0.75/hour for hours worked between 2:01pm to 10:00pm.

All bargaining unit employees will receive \$1.50/hour for hours worked between 10:01pm to 6:00am.

16.7.2: WEEKEND DIFFERENTIALS

All bargaining unit employees will receive \$1.00/hour for hours worked between 10:01pm on Friday to 6:00am on Monday. (TA as part of overall package.)

16.7.2 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 are those employees who train and orient new employees at the facility.

The Employer will offer its Mentor program per the Employer's policies.

ARTICLE 17: PAID TIME OFF

SECTION 17.1: VACATION

SECTION 17.1: ELIGIBILITY

Full-time employees are eligible the first of the month following 60 days of employment. No employee currently earning vacation time at the time of ratification will have their vacation accrual rescinded or changed.

SECTION 17.2 ACCRUAL

The rate at which vacation will accrue is based on the employee's length of service, as outlined in the following schedule. Upon reaching a service anniversary date that triggers a higher accrual rate, the higher accrual rate will apply to the entire pay period in which the anniversary occurs.

Eligible employees will accrue vacation time based on hours worked and paid each pay period up to the maximum (as set forth below).

Length of Service	Accrual Rate	Annual Accrual	Maximum
90 days – end of year 1	.019231	37.5 hours/5days	40 hours
After 1 year – end of year 4	.038462	75 hours/10 days	160 hours
After Year 5 – end of year 9	.057692	112.5 hrs/15days	200 hours

SECTION 17.4: VACATION AND MAXIMUM BALANCE CARRY-OVER PROVISIONS

If the annual maximum is achieved no further accrual will be added until after the employees anniversary date. If maximum balance is achieved, no further accrual will be added until vacation time is taken and the employee’s balance is below the maximum level. Unused vacation time will carry over from one anniversary year to the next, up to a the maximum balance.

Accrued unused vacation hours will be paid out upon termination if the termination is not for cause and a two-week notice is provided and fully worked out. Paid Time Off/Vacation does not count towards hours worked for the calculation of overtime.

Employees who change their status from full time to part time, or per diem will have their vacation balance held until their next Anniversary Date after their change in status. Employees are encouraged to use their vacation time before changing their status from full-time to part-time or per diem.

Full time employees whose vacation request has been approved prior to the change in status which renders them ineligible to earn vacation shall have their previously approved vacation time honored up until their next Anniversary Date after their change in status.

SECTION 17.5: TIME OFF REQUESTS

Employee requests for time off must be submitted by the fifteenth day of the month prior to the month in which the vacation is desired. Employees may request to use their earned

vacation up to one year before the first day of the vacation date.

The Employer will make all reasonable efforts to provide employees adequate opportunities to take their vacation annually. The Employer reserves the right to approve or grant vacation time to meet the needs of the business. The Employer will approve or deny the request for vacation within seven (7) calendar days of its submission. While the Employer will attempt to accommodate a vacation request, it cannot guarantee that every request will be granted on all occasions, and will work with an employee on a case-by-case basis to allow for optimal use of the employees' vacation. In case of a conflict between two (2) or more vacation requests, the Employer will use the length of service with the Employer as a baseline for determination. However, exceptions may apply as relevant, such as who submitted their request first.

However, if the employee does not have a sufficient earned vacation for the entire requested time, their request will also be subject to a Section 19.X – Personal Leave Of Absence for the time not expected to be covered by earned vacation time.

Employees who have had approved vacation shall not have that approval subsequently rescinded. However, the Employer may request that the employee consider changes based on the Facility's staffing needs. Employee requests to use earned vacation will not be capped or arbitrarily denied.

SECTION 17.6: SICK TIME PROVISIONS

Full-time employees will accrue sick time at the rate of 0.025 sick time hours for each one hour for which the employee receives compensation. While there is no maximum cap on accrual, the maximum carryover on the employee's anniversary year is forty (40) hours. Paid Time Off/Sick does not count towards hours worked for the calculation of overtime.

SECTION 17.7: GENERAL SICK PROVISIONS

The sick time plan is based on the anniversary year and is defined as each 12-month period starting with the date of hire.

Employees may use sick pay for their own illness or the illness of an eligible family member.

While on FMLA, state mandated, or worker's compensation leave, employees cannot use sick

hours while receiving company-sponsored short-term disability benefits or to supplement workers' compensation benefits, unless state law requires otherwise. Employees that are enrolled in the short-term disability plan will not be forced to use vacation or sick time, but if they choose to be paid vacation or sick they will not receive short-term disability benefits at the same time.

Employees may receive sick pay on the first day of an illness; provided they have the hours accrued and notify their supervisor of the absence in advance of the scheduled shift.

Employees may use sick time in one-hour increments.

A sick day is based upon the employee's regularly scheduled workday up to a maximum of ~~12~~ 8 hours. If an employee has missed more than three (3) consecutive days of work, that employee may be required to provide a physician's verification of illness as well as authorization to return to work, unless the requirement causes a hardship to the employee.

There will be no payment of sick time in excess of the available sick time balance.

No sick hours will be paid out upon a status change, including separation of employment.

ARTICLE 18: HOLIDAYS

Full-time and part time employees shall be eligible for holiday pay on the same basis as similarly situated non-union employees at the Center.

The recognized Holidays are:

- New Year's Day
- Memorial Day
- Fourth of July
- Labor Day
- Thanksgiving
- Christmas

Full-time and part-time employees who work on any of the observed holidays are to be paid holiday pay for each shift worked, plus regular hours worked (according to the Employee's work schedule) at the employee's respective base pay rate.

Full-time and part-time employees are eligible for holiday pay beginning with the entire pay period in which the 91st day of employment occurs. All holidays will be on the day as recognized nationally. An employee must work the scheduled shift prior to the holiday, if scheduled, and the first scheduled day following the holiday in order to qualify for holiday pay, unless the employee's absence is due to use of sick leave. If a holiday falls during an employee's vacation, the employee will be paid holiday pay and not have the deduction from vacation hours for that day.

Holiday hours paid, but not worked, do not count as "hours worked" for purposes of overtime pay after 40 hours in a week.

ARTICLE 19: LEAVES OF ABSENCE

Leaves of absence shall be governed by the Genesis "HR 500 Leaves of Absence" Policy, as well as Federal, State and Local law requirements.

ARTICLE 20: INSURED BENEFITS

Full-time Employees shall be eligible for the same health, dental, vision and disability insurance benefits on the same basis as similarly situated non-union employees at the Center. The Employer may implement, modify or eliminate health, dental, vision and/or disability benefits as outlined in Employer Policies. The Employer may select, change, eliminate or modify insurance carriers, benefit plans, benefit levels, employee co-pays and/or employee premiums.

Prior to implementing any substantial and material change in insured-benefits, the Employer shall meet with the Union to discuss the changes, provided the Union requests such a meeting within thirty (30) calendar days of receiving notice of the changes. Substantial changes are defined as changes that would result in an increase in the employee share of the premium expense for health insurance equal to or greater than ten percent (10%). If the Employer's foregoing modification results in less total compensation for employees, the Employer will bargain with the Union, unless the Union does not request the meeting or waives its right to the meeting.

ARTICLE 21: RETIREMENT

Employees shall be eligible to participate in the same 401(k) retirement plan and any other retirement plan(s) on the same basis as similarly situated non-union employees at the Center. The Employer may implement, modify, or eliminate a defined benefit plan, a defined contribution plan, and/or a Retirement/401(k) Plan as outlined in the Employer Plan Documents. The Employer reserves the right to implement, modify or eliminate its Retirement/401(k) Plan and shall meet with the Union to discuss any substantial and material change provided the union requests such a meeting within thirty (30) calendar days of receiving notice of the changes.

ARTICLE 22: HEALTH AND SAFETY

SECTION 22.1: 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, and have an obligation/responsibility to report to Management any concerning behaviors outlined in this Article. 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 22.2: OFFENSIVE BEHAVIOR, NON-DISCRIMINATION AND ANTI-HARASSMENT, INCLUDING SEXUAL HARASSMENT

The Employer is committed to providing a work environment that is free of unlawful harassment. 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 vendors, suppliers, independent contractors, and others 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, resident, manager or third-party doing business with the Company, the employee should immediately notify their supervisor, the Administrator, the Human Resources Department or the Union. In addition, if an employee observes 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 resolving a harassment problem unless it is known. Therefore, employees are responsible for bringing 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 non-retaliation policies will be provided to all employees upon hire and annually thereafter.

SECTION 22.3: 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 an adequate supply and a variety of option of glove sizes and shall dispense the gloves in such a manner as to safeguard the sterile conditions, and to ensure employees are not without gloves. If an employee requires some special materials in their gloves as an accommodation (such as nitrile, latex and latex-free and

powder-free options), the employee shall bring the accommodation request to the employee's supervisor. 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, and additional supplies will be procured by the Employer. New PPE will be provided as often as needed, but not less than once per shift. Guidelines for N95 masks will be provided with the most up-to-date guidance. The Employer shall provide employees with any protective equipment required for nursing home employees by the Department of Labor and Industries and/or Department of Health.

SECTION 22.3: VACCINATIONS

The Employer shall either provide directly or reimburse employees for required vaccinations.

ARTICLE 23: NO-STRIKE CLAUSE

At no time shall there be a strike at the facility organized under this Agreement. During the term of this Agreement or any written extension hereof, the Union, on behalf of its officers, agents and members, agrees that it will not cause, sanction or take part in any strike (whether it be economic, unfair labor practice, sympathy or otherwise), slowdown, walkout, sit-down, picketing, any kind of hand billing other than hand bills distributed solely to bargaining unit employees, stoppage of work, retarding of work or boycott, coordinating of sick-out, or any other activities which interfere, directly or indirectly, with the Employer's operations at this facility. The Employer agrees that there shall be no lockout at this facility during the life of this Agreement.

The Employer shall have the unqualified right to discharge or discipline any or all workers who engage in any conduct in violation of this Section.

Should any strike (whether it be economic, unfair labor practice, sympathy or otherwise), slowdown, walkout, sit-down, picketing, stoppage of work, retarding of work or boycott, whether it be of a primary or secondary nature, and/or any other activity which interferes, directly or indirectly, with the Employer's operation and/or the operation of any facilities for which the Employer provides services, the Union, within twenty-four (24) hours of a request by the Employer, shall:

- Publicly disavow such action by the workers;
- Notify the workers of its disapproval of such action and instruct them to cease such action and return to work immediately; and
- Post notices on Union bulletin boards advising that it disapproves such action, and instructing workers to return to work immediately.

The Union's actions detailed above in sections A, B and C, and the performance thereof, shall relieve the Union of liability for any damages suffered by the Employer as a result of the violation of this Section of the collective bargaining agreement.

The term "strike" shall include a failure to report for work because of a primary or secondary picket line at the Employer's premises, whether established by this or any other union and any slowdown, sit down, walk out, sick out or any withholding of labor during working hours for any unexcused reason.

ARTICLE 24: SUCCESSORSHIP

In the event the facility is to be sold, leased, or transferred to a new employer ("The Successor Operator"), the Employer shall notify the Union, in writing at least sixty (60) days prior when possible, but in no event less than the time required under state and federal law to notify the residents of the expected sale or transfer of operations and bargain the impact of the transfer on the employees.

The Employer agrees that, in the event it decides to sell, lease or transfer the Facility covered under this Agreement, the Employer shall require as a condition of any sale that the Buyer recognize the Union as the exclusive collective bargaining agent for currently-represented employees at the facility; and further as a condition of same, the Successor Operator shall be obligated to continue the terms and conditions of the CBA in which time the Successor Operator has the option to notify the Union it wishes to renegotiate the terms and conditions of employment. If the Successor Operator does not exercise that option during the Option Period by written notice to the Union no later than fifteen (15) days from the date it assumed ownership or operation of Facility, then the CBA shall remain intact through its full term. If the Successor Operator exercises this option, the terms and conditions of the CBA are still in effect for the duration of seventy-five (75) days from the notice date to allow the parties to negotiate

a successor agreement.

ARTICLE 25: SEPARABILITY

It is understood and agreed that all agreements herein are subject to all applicable laws now or hereafter in effect; and to the lawful regulations, rulings and orders or regulatory commissions or agencies having jurisdiction. If any provision of this Agreement is in contravention of the laws or regulations of the United States or of the State of Washington or any local regulation, such provision shall be declared null and void and the parties shall meet to negotiate a provision which will be in compliance with the law. However, all other provisions of this Agreement shall continue in full force and effect.

ARTICLE 26: SUBCONTRACTING AND INSOURCING

The Employer has the right to subcontract or insource bargaining unit work. Prior to subcontracting any employee(s), the Employer will notify the Union at least thirty (30) days prior, and will meet with Union if requested to do so in advance to bargain the impacts any subcontracting or insourcing of bargaining unit work on employees. It is not the intention of the Employer to subcontract the nursing department. It is further recognized that the use of agency personnel to augment the staff on a temporary basis is not considered by the parties to be subcontracting.

ARTICLE 27: OTHER AGREEMENTS AND WAIVER, STANDARDS PRESERVED, COMPLETE AGREEMENT CONCERNING WAGES AND BENEFITS, PREMIUM CONDITIONS

This Agreement constitutes the sole and entire Agreement between the parties and supersedes all prior agreements, oral and written, and expresses all the obligations of, or restrictions imposed on, the respective parties during its term. This Agreement can be changed only by a written Amendment executed by the parties herein. The waiver, in any particular instance, or any term or condition of this Agreement or any breach thereof shall not constitute a waiver of such term or condition or any breach thereof in any other instance.

In the event that an applicable minimum wage rate increases, any employee being paid the

minimum wage shall have their compensation increased accordingly. Individuals compensated in excess of the minimum wage will receive no additional adjustment to their compensation solely as a result of such minimum wage rate increase(s).

The parties agree that this Agreement is the sole agreement concerning wages and benefits of covered employees. The existence, or later provision, of benefits not referenced in this Agreement does not create any vested rights or enforceable past practice. The Employer may provide or rescind any compensation or benefits policies, or practices not expressly referenced in this Agreement at any time.

It is understood that the provisions of this Agreement relating to wages, hours and conditions of work are intended to establish minimum terms for the employment of employees' subject to this Agreement. The Employer is free to establish terms above the minimums contained in the Agreement, at the Employer's sole discretion.

ARTICLE 28: TERM OF THE AGREEMENT

This Agreement shall be effective on ratification. Unless amended by the Parties' mutual written agreement, it shall remain operative and binding on the Parties until midnight, October 31, 2027. Any change agreed upon by the parties shall be reduced to writing and executed by duly authorized officers or agents of the parties to this Agreement.

APPENDIX A: WAGE SCALE EFFECTIVE THE FIRST PAY PERIOD FOLLOWING RATIFICATION (APRIL 17, 2025)

Classification	Hire	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year	7 Year	8 Year	9 Year	10+ Year
Certified Nursing Assistant (CNA)	\$20.50	\$21.00	\$21.50	\$22.00	\$22.50	\$23.00	\$23.50	\$24.00	\$24.50	\$25.00	\$25.50
Nursing Assistant Registered (NAR)	\$17.50										
Activities Assistant	\$17.50										
Drivers	\$17.50										

APPENDIX B: WAGE SCALE EFFECTIVE THE FIRST PAY IN YEAR 2 (ANNIVERSARY OF RATIFICATION, APRIL 17, 2026)

Classification	Hire	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year	7 Year	8 Year	9 Year	10+ Year
Certified Nursing Assistant (CNA)	\$21.00	\$21.50	\$22.00	\$22.50	\$23.00	\$23.50	\$24.00	\$24.50	\$25.00	\$25.50	\$26.00
Nursing Assistant Registered (NAR)	\$18.00										
Activities Assistant	\$18.00										
Drivers	\$18.00										

Employees at the top or over the top of the scale shall receive a \$0.25 increase beginning the first full pay period following two (2) years after the ratification on April 17, 2027, provided they have not received any other scale increases during the prior twelve (12) months.

