Collective Bargaining Agreement

between

SEIU 775

and

Evergreen Missoula Health and Rehabilitation Center

Effective July 15, 2025 to July 31, 2027

TABLE OF CONTENTS

ARTICLE 1: RECOGNITION....8

ARTICLE 2: SOLE AGREEMENT, SEPARABILITY, MATTERS COVERED, AMENDMENT, STANDARDS PRESERVED....8

SECTION 2.1: SOLE AGREEMENT....8

SECTION 2.2: MATTERS COVERED....9

SECTION 2.3: AMENDMENT....9

SECTION 2.4: SEPARABILITY....10

SECTION 2.5: PREMIUM CONDITIONS....10

ARTICLE 3: MANAGEMENT RIGHTS....10

SECTION 3.1: NO WAIVER....13

SECTION 3.2: EMPLOYER HANDBOOK....13

SECTION 3.3: SUPERVISION AND WORK ASSIGNMENTS....14

ARTICLE 4. UNION RIGHTS, REPRESENTATIVES, AND ADVOCATES....14

SECTION 4.1: PROFESSIONAL COURTESY AND BEHAVIOR....14

SECTION 4.2: FACILITY ACCESS OF UNION REPRESENTATIVES....14

SECTION 4.3: UNION INFORMATION....15

SECTION 4.4: UNION ADVOCATES....15

SECTION 4.5: UNION EXECUTIVE BOARD MEMBERS....16

SECTION 4.6: NEW UNION EMPLOYEE ORIENTATION ("NUEO")....16

SECTION 4.7: UNION LEAVE FOR IN-PERSON PUBLIC ADVOCACY....17

SECTION 4.8: UNION PRESENCE AT ALL STAFF MEETINGS....17

ARTICLE 5: PROACTIVE LABOR RELATIONS....18

ARTICLE 6: LABOR MANAGEMENT COMMITTEES....18

SECTION 6.1: FACILITY LABOR MANAGEMENT COMMITTEE....18

SECTION 6.1.1: PURPOSE....19

SECTION 6.1.2: MEETING....19

SECTION 6.3: NO AUTHORITY TO CHANGE CBA....20

SECTION 6.4: ENFORCEMENT 20
ARTICLE 7: PERSONNEL RECORDS 21
SECTION 7.1: PERSONNEL FILES 21
SECTION 7.2: DISCIPLINARY MATERIALS AND EVALUATIONS 21
SECTION 7.3: FORMS 21
ARTICLE 8: UNION MEMBERSHIP AND VOLUNTARY ASSIGNMENT OF WAGES ..22
SECTION 8.1: MEMBERSHIP 22
SECTION 8.2: RELIGIOUS OBJECTION 22
SECTION 8.3: DISCHARGE FOR FAILURE TO MEET OBLIGATIONS 23
SECTION 8.4.: ELECTRONIC SIGNATURE 23
SECTION 8.5: BARGAINING UNIT DEDUCTIONS AND REPORTING 23
Section 8.5.1: Conventions for Timing and Transmission Of Deductions And Reporting 23
Section 8.5.2: Dues Deduction And Remittance 24
Section 8.5.3: Cope And Other Voluntary Deductions and Remittance 24
Section 8.5.4: Bargaining Unit Information (Combined Dues and Roster Report) 25
SECTION 8.5.5: DATA MAINTENANCE 26
SECTION 8.6: DATA SECURITY 26
ARTICLE 9: NO DISCRIMINATION 27
SECTION 9.1: GENERAL PROVISIONS 27
SECTION 9.2: PRIVACY RIGHTS AND THE DEPARTMENT OF HOMELAND SECURITY 27
ARTICLE 10: LANGUAGE IN THE WORKPLACE 28
ARTICLE 11: DEFINITIONS 30
SECTION 11.1: PROBATIONARY EMPLOYEE 30
SECTION 11.2: REGULAR FULL TIME EMPLOYEE 30
SECTION 11.3: REGULAR PART-TIME EMPLOYEE 31
SECTION 11.4: ON-CALL/PRN EMPLOYEE 31
ARTICLE 12: SENIORITY 31
SECTION 12.1: SENIORITY DEFINITION AND ACCRUAL 31
SECTION 12.2: TERMINATION OF SENIORITY 32
ARTICLE 13: LAYOFF AND LOW CENSUS 33
SECTION 13.1: LAYOFF 33
SECTION 13.2: BUMPING 33

SECTION 13.3: RECALL....33
SECTION 13.4: NOTICE OF TERMINATION OR LAYOFF....34
SECTION 13.5: FACILITY CLOSURE....34
SECTION 13.5.1: JOB FAIR....34
SECTION 13.6: LOW CENSUS....34
SECTION 13.7: TEMPORARY RE-ASSIGNMENTS OF SHIFT OR DEPARTMENT....36
ARTICLE 14: HOURS OF WORK, OVERTIME, SCHEDULING, MEAL AND REST PERIODS, PAY PERIODS, AND PAY DAYS....36
SECTION 14.1: WORK DAY AND WORK WEEK....36
SECTION 14.2: OVERTIME....36
SECTION 14.3: MANDATORY OVERTIME....37
SECTION 14.4: MEAL AND REST PERIODS....37
SECTION 14.5: WORK SCHEDULES....38
SECTION 14.6: SPLIT OR ROTATED SHIFTS....38
SECTION 14.7: AVAILABLE HOURS OF WORK....39
SECTION 14.8: AVAILABILITY OF EXTRA SHIFTS....39
SECTION 14.9: REQUESTED TIME OFF....40
SECTION 14.10: ALTERNATE SCHEDULES....40
SECTION 14.11: NEW OR CHANGING WORK SHIFTS....41
SECTION 14.12: PAY PERIODS AND PAY DAYS....41
SECTION 14.13: PAYCHECK ERRORS....41
SECTION 14.14: ATTENDANCE AT ALL STAFF MEETINGS....41
ARTICLE 15: EMPLOYMENT PRACTICES....42
SECTION 15.1: JOB DESCRIPTIONS....42
SECTION 15.2: VACANCIES AND JOB POSTING....42
SECTION 15.3: EVALUATIONS....43
SECTION 15.4: ORIENTATION....43
SECTION 15.5: IN-SERVICE EDUCATION....43
SECTION 15.6: MUTUAL RESPECT....44
ARTICLE 16: EMPLOYEE RIGHTS AND JUST CAUSE CORRECTIVE ACTION....44
SECTION 16.1: DISCIPLINE AND CORRECTIVE ACTION....44
SECTION 16.2: JUST CAUSE AND PROGRESSIVE DISCIPLINE....45
SECTION 16.3: RIGHT TO UNION REPRESENTATION....46

SECTION: 16.4: CORRECTIVE ACTION PROCESS 47
SECTION 16.5: DISCHARGE AND SUSPENSION NOTIFICATION 47
SECTION 16.6: DISCIPLINARY RECORD 47
SECTION 16.7: FILE MATERIALS 48
SECTION 16.8: EMPLOYEE SIGNATURES 48
ARTICLE 17: HOLIDAYS 48
SECTION 17.1: RECOGNIZED HOLIDAYS 48
SECTION 17.2: PERSONAL HOLIDAYS AT ALL CENTERS 49
ARTICLE 18: VACATION AND PAID TIME OFF AT EVERGREEN MISSOULA 49
SECTION 18.1: GENERAL VACATION PROVISION 49
SECTION 18.2: VACATION ACCRUAL RATES 49
SECTION 18.3: VACATION PAYOUT 50
SECTION 18.4: MAXIMUM VACATION ACCRUAL 50
SECTION 18.5: VACATION SCHEDULE REQUESTS AND POSTING 50
SECTION 18.6: CASH OUT OF VACATION 51
SECTION 18.7: SICK LEAVE FOR MISSOULA 51
SECTION 18.8: VACATION LEAVE DONATION PROGRAM 52
SECTION 18.9: STATUS CHANGE PTO PAYOUT 52
ARTICLE 19: RETIREMENT SAVINGS PROGRAM 52
ARTICLE 20: INSURED BENEFITS 52
SECTION 20.1: GENERAL BENEFIT ELIGIBILITY 53
SECTION 20.2: PREMIUM CONTRIBUTIONS 53
SECTION 20.3: FUTURE MEDICAL PLANS 54
ARTICLE 21: COMPENSATION 54
SECTION 21.1: REPORT PAY 54
SECTION 21.2: NEW POSITIONS 54
SECTION 21.3: REHIRE 55
SECTION 21.4: WORK IN A HIGHER CLASSIFICATION 55
SECTION 21.5: RECOGNITION FOR RELEVANT EXPERIENCE UPON HIRE 55
SECTION 21.6: WAGE SCALE PLACEMENT AND RETROACTIVE PAYMENT UPON RATIFICATION 56
SECTION 21.7: ANNIVERSARY INCREASES AND COST-OF-LIVING ADJUSTMENT (COLA) 56
SECTION 21.8: LONGEVITY BONUS 57

SECTION 21.9: WAGE DIFFERENTIALS 57
SECTION 21.9.1: STACKING 57
SECTION 21.9.2: "LEAD, "CHARGE," OR "TRAINER" DIFFERENTIAL 58
SECTION 21.10: NO WAGE REDUCTION 58
SECTION 21.11: MINIMUM WAGE 58
SECTION 21.13: COLLABORATION ON IMPROVING MEDICAID RATE 58
SECTION 21.14: OFF-SCHEDULE HOURLY INCREASE 58
SECTION 21.15: INCENTIVE PROGRAMS 59
ARTICLE 22: LEAVES OF ABSENCE 60
SECTION 22.1: JURY DUTY LEAVE 60
SECTION 22.2: MILITARY LEAVE 60
SECTION 22.3: FAMILY MEDICAL LEAVE ACT (FMLA) COMPLIANCE 61
SECTION 22.3.1 FMLA GENERAL PROVISIONS 61
SECTION 22.4: BEREAVEMENT LEAVE 62
SECTION 22.5: EMERGENCY LEAVE 62
SECTION 22.6: PERSONAL LEAVE 62
SECTION 22.7: INDUSTRIAL INJURY LEAVE 62
SECTION 22.8: UNION LEAVE 63
Section 22.8.1: Extended Union Leave 63
Section 22.8.2: Short Union Leave (Unpaid) 64
Section 22.8.3: Short Union Leave (Paid) 65
Section 22.8.4: Union Bargaining Leave: 65
SECTION 22.9: MILITARY CAREGIVER LEAVE 65
SECTION 22.10: MILITARY SPOUSE LEAVE 66
SECTION 22.11: BENEFITS DURING LEAVE 66
ARTICLE 23: WORKERS COMPENSATION INSURANCE 66
ARTICLE 24 GRIEVANCE AND ARBITRATION PROCEDURE 67
SECTION 24.1: INTENT 67
SECTION 24.2: GRIEVANCE DEFINED 67
SECTION 24.3: GRIEVANCE TIME LIMITS 68
SECTION 24.4: OPEN DOOR POLICY, REPORTING, AND NON-RETALIATION 68
SECTION 24.5: GRIEVANCE PROCEDURE 69

Section 24.5.1: Step 1 Grievance Presented In Writing To Administrator 69
Section 24.5.2: Step 2 Grievance Appeal 70
Section 24.5.3: Step 3 Optional Mediation 71
Section 24.5.4: Step 4 Arbitration 71
Section 24.5.6: Additional Grievance Administrative Provisions 74
ARTICLE 25: SUBCONTRACTING 74
ARTICLE 26: EMPLOYEE HEALTH AND SAFETY 75
SECTION 26.1: ANTI-HARASSMENT 75
SECTION 26.2: SAFETY EQUIPMENT & SUPPLIES 78
SECTION 26.3 VACCINATIONS 79
ARTICLE 27: STAFFING 79
ARTICLE 28: NO STRIKE, NO LOCKOUT 80
ARTICLE 29: NOTICE OF SALE 81
ARTICLE 30: COLLECTIVE BARGAINING AGREEMENT TRAINING 82
ARTICLE 31: TERM OF AGREEMENT 83
APPENDIX A WAGE SCALE: 85
MISSOULA WAGE SCALE EFFECTIVE JULY 16, 2025 85
MISSOULA WAGE SCALE EFFECTIVE AUGUST 1, 2026 86

ARTICLE 1: RECOGNITION

This Agreement is between Evergreen at Missoula, L.L.C. ("Missoula") (hereafter referred to as the "Employer") and SEIU 775 (hereafter referred to as the "Union"). The Employer recognizes the Union as the exclusive collective bargaining representative for the employees in the following classifications as a single bargaining unit:

Regular full-time, part-time and intermittent Certified Nurse Assistants (NACs), Restorative Aides (RAs) Lead Certified Nurse Assistants (Lead NACs), Non-Certified Aides (NATs), Activities Aides, Shower Aides, Medical Assistant/Tech, Cooks, Dietary Aides, Transport Driver, Maintenance Assistant, Housekeeping Aides, Laundry Aides employed by the Employer at: Evergreen at Missoula, L.L.C. D/b/a EmpRes Missoula Health and Rehabilitation Center 3018 Rattlesnake Drive Missoula, MT 59802.

If the work of a transport driver is being performed by a bargaining unit position, then the position is in the bargaining unit. If the transport driver duties are generally assigned to the director or manager of the department, the position is not in the bargaining unit. This applies to the position and not to individual shifts.

ARTICLE 2: SOLE AGREEMENT, SEPARABILITY, MATTERS COVERED, AMENDMENT, STANDARDS PRESERVED

SECTION 2.1: SOLE AGREEMENT

This Agreement constitutes the sole and entire agreement between the parties and supersedes all prior agreements, oral and written, and expresses all the obligations of, or restrictions imposed on, the respective parties during its term. All individual agreements, both verbal and

written, which may exist between the Employer and any employee in the bargaining unit, shall terminate upon the execution of this Agreement. The parties agree that this Agreement is the sole agreement concerning wages and benefits of covered employees. The existence, or later provision, of benefits not referenced in this Agreement does not create any vested rights or enforceable past practice. The Employer may provide or rescind any compensation or benefits policies, or practices not expressly referenced in this Agreement at any time. Whenever exercising such discretion, the Employer will notify Union in advance.

SECTION 2.2: MATTERS COVERED

All matters not covered in this Agreement shall be deemed to have been raised and adequately disposed of. This Agreement contains the entire and complete agreement between the parties, and neither party shall be required to bargain upon any issue during the life of this Agreement unless this Agreement expressly addresses such bargaining of a specific topic. The failure of either party to enforce any of the provisions of this Agreement or any rights granted by the law shall not be deemed a waiver of any provision or right, nor a waiver of the party's authority to exercise such right in some way not in conflict with the Agreement.

SECTION 2.3: AMENDMENT

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

Standards Preserved: No employee shall suffer any reduction in their hourly wage rate, the total amount of paid time off, or health insurance benefits because of coverage under this Agreement unless such reduction is expressly addressed by this Agreement or by a written amendment executed by the parties herein. If the State of Washington minimum wage rate increases, any employee being paid the minimum wage shall have their compensation increased accordingly. The Employer will not be required to adjust the compensation of individuals compensated more than the minimum wage solely because of such minimum wage rate increase(s).

SECTION 2.4: SEPARABILITY

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.

SECTION 2.5: PREMIUM CONDITIONS

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 established terms above the minimums of the Agreement at the Employer's sole discretion. The Employer agrees that if it pays an employee a wage rate above the rates included in this Agreement, the Employer will not subsequently reduce that employee's wage rate. The Employer will not apply this Section in an unlawful or discriminatory manner.

ARTICLE 3: MANAGEMENT RIGHTS

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

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

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

- 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 layoff;
- To recall;
- To evaluate performance;
- To determine qualifications;
- To discipline;

- To discharge;
- To adopt and enforce reasonable rules and regulations;
- To establish and effectuate existing policies and procedures, including but not limited to a drug alcohol testing policy and an attendance/tardiness control policy;
- 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 positions;
- To discontinue any function;
- To create any new service or process;
- 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 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 for the facility, including increasing or decreasing that number; and,
- To determine the appropriate mix of employees, by job title, to operate the facility.

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

SECTION 3.1: NO WAIVER

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

SECTION 3.2: EMPLOYER HANDBOOK

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

changes.

SECTION 3.3: SUPERVISION AND WORK ASSIGNMENTS

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

ARTICLE 4. UNION RIGHTS, REPRESENTATIVES, AND ADVOCATES

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

SECTION 4.1: PROFESSIONAL COURTESY AND BEHAVIOR

The Parties encourage everyone to perform efficiently, courteously, and dignifiedly when interacting with employees, facility residents, and visitors. The Parties agree that all facility employees, managers, and Union representatives will treat each other with dignity, respect, and courtesy. The preceding principles shall also apply in providing service to patients and visitors. During typical labor relations (e.g., disciplines, the grievance process, LMC meetings, etc.), neither the Union nor the Employer shall use hostile rhetoric in written or verbal communication concerning the mission, motivation, leadership, character, integrity, or representatives of the other. Section 4.1 does not require the Union or the Employer to monitor others' social media.

SECTION 4.2: FACILITY ACCESS OF UNION REPRESENTATIVES

Official representatives of the Union will be permitted to visit the Employer's premises to conduct Union business and confer with workers covered by this Agreement during their

nonwork time, in break areas, and other places open to the public. Such visits shall not interfere with the operation of the nursing home or the performance of the workers' duties.

The Union will use its best efforts to notify the Facility's Administrator or designee before 4 P.M. the previous business day before visiting the premises. The Union Representative shall inform the Administrator or their designee of their visit when first entering the nursing home's premises. The Union will provide the Union representatives name to the Employer. The Administrator may deny facility access due to extraordinary circumstances such as a state survey or a contagious illness in the facility and will use its best efforts to inform the Union Representative. If the Union Representative's facility access is to file a member's grievance or investigate a potential grievance, the Representative may immediately access the Employer's premises. Upon entering the facility, the Union representative will notify the Administrator or designee.

SECTION 4.3: UNION INFORMATION

The Employer will:

1) Furnish and install at least one (1) bulletin board in each employee break room or facility for posting union notices, with a copy being given to management at the time of the posting. This bulletin board shall be no smaller than three feet by four feet (3' x 4'). The Union and the Employer will confer upon the location of the bulletin board.
2) Allow the Union to furnish a binder to be kept in the break room to store membership forms, copies of the contract, Union contact information, and other union materials.
3) Additionally, as space permits, allow the Union to furnish a secure deposit box and a shelf (or a locker) installed by the Employer on the wall of the break room to keep internal Union information including, but not limited to, Union election nomination forms and ballots, grievance forms, membership surveys, etc.

SECTION 4.4: UNION ADVOCATES

The Union shall designate Union Advocates and notify the Employer in writing who the

Advocates are and any new Advocates or any change in status of existing Advocates. The Union Advocates' performance of union work shall not interfere with the facility's operation nor the performance of employees' job duties. Union Advocates shall receive their base pay rate for time spent processing grievances and representing Bargaining Unit Employees in meetings with the Employer during Advocates' scheduled hours of employment. Union Advocates shall also receive their base rate of pay for time spent representing Bargaining Unit employees in all meetings where the Employer requested that the Advocate process a grievance or represent a Bargaining Unit Employee outside of the Advocates' scheduled hours of employment. In no case shall the Employer be required to pay more than one (1) Advocate at a time for such work. A Union Advocate may receive phone calls from union representatives while on work time, in private if requested, not to exceed ten (10) minutes per shift. Such calls shall not interfere with resident care. If Bargaining Unit Employees request time off to attend Advocate training, the Employer will make every effort to approve such requests considering operational needs. Bargaining Unit Employees requesting time off to attend Advocate training will make every effort to comply with the Employer's policy for requesting time off.

SECTION 4.5: UNION EXECUTIVE BOARD MEMBERS

Subject to appropriate advance notice and scheduling requirements, up to two (2) employees 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 4.6: NEW UNION EMPLOYEE ORIENTATION ("NUEO")

Each month, in a mutually agreed upon process, the Employer will provide the Union Representative or Advocate with the name, start date, classification, shift, email address, and phone number of each employee hired into a bargaining unit job classification since the last such report. In addition, the Employer authorizes thirty (30) minutes of paid time for both an Advocate and the new employee(s) to engage in a New Union Employee Orientation ("NUEO").

The Employer and the Union will use their best efforts to establish a mutually agreed upon fixed NUEO location, date, and time. If the Union Representative or Advocate cannot attend a NUEO in person, the Employer will hand out NUEO documents made available by SEIU 775, including membership cards. The Union requires all employed Bargaining Unit members to attend a NUEO within their first month of hire. Union Representatives may make arrangements with management to conduct thirty (30) minutes of paid time union orientation for new hires on a mutually agreed upon regular schedule.

SECTION 4.7: UNION LEAVE FOR IN-PERSON 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 on a scheduled workday, as approved by the statewide Labor-Management Coalition for Quality Care. The Union and the Employer may, upon mutual agreement, establish additional paid time off for an employee to participate in an approved in-person public advocacy event. Also, as patient care demands allow, the Employer shall reasonably schedule off any employee requesting to participate in an advocacy day scheduled by SEIU 775. The Employer will not unreasonably deny such requests when an employee makes them before being expected to work on the requested public advocacy day.

SECTION 4.8: UNION PRESENCE AT ALL STAFF MEETINGS

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

ARTICLE 5: PROACTIVE LABOR RELATIONS

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

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

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

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

ARTICLE 6: LABOR MANAGEMENT COMMITTEES

SECTION 6.1: FACILITY LABOR MANAGEMENT COMMITTEE

The Employer recognizes the value of communication and input from its employees. Therefore, to nurture and encourage this communication, a Facility-specific Labor-Management Committee ("FLMC") shall be formed to discuss issues of concern and importance. Each Party may submit items for discussion at a FLMC. The Employer and the Union shall designate their FLMC members, and the FLMC membership may vary from meeting to meeting based on the agenda items or other reasons. The FLMC will have an equal number of supervisors and bargaining-unit employees or Union representatives. The Employer will pay up to five (5)

bargaining-unit employees for participating in the meeting, but no more than two (2) hours monthly. Additional bargaining-unit employees may voluntarily attend on unpaid time.

SECTION 6.1.1: PURPOSE

The FLMC aims to constructively identify, discuss, and address matters affecting the quality of resident care and employee health and safety. The FLMC shall monitor the quality of resident services and employee health and safety. It will make recommendations to improve such services in staffing and workload issues, resident care indices (e.g., falls, bedsores, wound care), and other matters directly bearing on the quality of care received by the residents and the health and safety of employees. The Parties intend that the FLMC has been established to receive the employees' input only and is not intended to mean or imply that these employees have any management rights about patient care issues. The Employer maintains complete control in this regard. The Employer shall implement those FLMC recommendations that are unanimously agreed upon by the FLMC members when any such advice is consistent with the terms of this Agreement and the Employer's policies.

SECTION 6.1.2: MEETING

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

- Resident care
- Health and safety

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

SECTION 6.3: NO AUTHORITY TO CHANGE CBA

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

SECTION 6.4: ENFORCEMENT

This Article shall not be subject to the grievance and arbitration procedure of the Agreement except that either party may grieve or arbitrate any failure by the other party to fulfill any procedural obligation that arises under this Article.

ARTICLE 7: PERSONNEL RECORDS

SECTION 7.1: PERSONNEL FILES

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

SECTION 7.2: DISCIPLINARY MATERIALS AND EVALUATIONS

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

SECTION 7.3: FORMS

Employee corrective or disciplinary action written communication ("Forms") shall not be removed from an Employee's personnel file. Yet, such Forms that are more than eighteen (18) months old will not be considered by the Employer when contemplating further disciplinary action or when evaluating the job performance of the Employee under the principles of just cause and progressive discipline unless such Forms relate to the Employee's previous discipline

for abuse, violence, theft, harassment, or discrimination which shall remain in effect indefinitely.

ARTICLE 8: UNION MEMBERSHIP AND VOLUNTARY ASSIGNMENT OF WAGES

SECTION 8.1: 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 8.3. The Employer shall include a Union Membership Card 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. Within five (5) calendar days of collecting said card from the new employee or Advocate, the Employer shall retain a copy for itself and send the original to the Union.

SECTION 8.2: RELIGIOUS OBJECTION

It is the intent of this Agreement that the provisions of this Article safeguard the right of employees to remain non-members based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member. Any employee who claims a right of non-association based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member shall provide written notice of that claim to the Union, and shall arrange with the Union to make alternative payments in lieu of the payments required for Union membership to a nonreligious charitable organization (a 501 (c) (3) organization as

defined by statute) of the employee's choice. Such employees shall pay an amount of money equal to the periodic dues and fees uniformly required under Section 1 of this Article. Failure to satisfy this alternative payment shall result in discharge from employment, pursuant to Section 8.3 of this Article. The Employer shall not be financially liable for any failure of the affected employee or the Union to remit payments to the nonreligious charity.

SECTION 8.3: 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 8.4.: ELECTRONIC SIGNATURE

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

SECTION 8.5: BARGAINING UNIT DEDUCTIONS AND REPORTING

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

SECTION 8.5.1: CONVENTIONS FOR TIMING AND TRANSMISSION OF DEDUCTIONS AND REPORTING

Timing Requirements for All Dues Remittances and Dues/Roster Reports: The Employer will send all deductions and reporting to the Union every pay periods ("The Reporting Period"); it will send the information no later than ten (10) calendar days following the pay date for the pay period in which the deductions were made or for which the dues or roster report was generated.

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

Naming Conventions for Dues/Roster Report: Regarding the Dues and Roster Report in Section 8.5.4, the Employer shall use a consistent naming convention for all roster and reporting files transmitted to the Union. The format shall be: "Employer-Location-ReportType-PayPeriodEndDate". For example, "Avalon-Bellingham-DuesReport-20240630". The Employer shall use consistent column heading text in all financial and roster reports for the fields listed in Section 8.5.4**. The relevant Employer and Union representatives will meet within thirty (30) days of ratification to establish agreed upon naming conventions, which will be displayed as an exhibit of this CBA. Following that, both the file naming conventions and column headings can be modified upon prior notification and mutual agreement of the Employer and the Union.

SECTION 8.5.2: DUES DEDUCTION AND REMITTANCE

Upon voluntary signed authorization by a worker and a statement from the Union of the dollar amounts due for each worker, the Employer agrees to deduct the Union dues or fair share/representation fee from the pay of each member of the Union who executes such an authorization form. The amount to be deducted shall be in accordance with the Union's dues and fee structure. Dues and fees will be transmitted to the Union via ACH transfer in the manner established in Section 8.5.1.

SECTION 8.5.3: COPE AND OTHER VOLUNTARY DEDUCTIONS AND REMITTANCE

Upon receipt of a written COPE or other voluntary authorization of the employee, the Employer agrees to deduct from the pay of each employee a voluntary amount designated by the employee. COPE and other voluntary contributions shall be remitted separately from Union dues in the same manner as described in Section 8.5.1.

SECTION 8.5.4: BARGAINING UNIT INFORMATION (COMBINED DUES AND ROSTER REPORT)

The Employer shall collect and provide to the Union a list of all employees covered by this Agreement in the manner established in Section 8.5.1. This combined dues and roster report shall include the following:

- Employee number
- First name
- Middle name
- Last name
- Address
- Home phone number
- Mobile phone number
- Email address
- Social Security number
- Gender
- Date of birth
- Hire Date
- Termination Date (if applicable)
- Rate of pay
- Pay Period Start Date

- Pay Period End Date
- Pay Date
- Hours Worked Per Pay Period
- Dues Deduction Amount
- Voluntary Deduction Amount
- Gross Pay
- Facility Name
- Job classification

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

SECTION 8.5.5: 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.

SECTION 8.6: 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. This includes names, addresses, telephone numbers, wireless telephone numbers, electronic mail addresses, social security numbers, and dates of birth of all employees covered by this Agreement.

ARTICLE 9: NO DISCRIMINATION

SECTION 9.1: 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, color, religious creed, national or tribal origin, lawful political affiliation, disability (as defined by the Americans with Disabilities Act, as amended), sexual orientation, parental status, gender, gender identity, gender expression, age, marital status, veteran's status (as defined by USERRA), citizenship status, or any protected class protected by law.

SECTION 9.2: 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 Operator is obligated to comply with all applicable federal, state and local regulations in addition to operating within all parameters and specific conditions set in their private compliance agreement with federal state and local regulatory officials. To the extent permitted by law, the Employer shall notify the Union as quickly as possible, if any D.H.S. agent contacts the facility to enable a Union representative or attorney to take steps to protect the rights of workers. Additionally, to the extent permitted by law, the Employer shall notify the Union immediately upon receiving notice from the D.H.S., or when an SSA audit of worker records (for any purpose) is scheduled or proposed and shall provide the Union with any list received from such governmental agencies identifying 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. Workers who have falsified any records concerning their identity and/or social security number will be terminated. Nothing in this section shall restrict the Employer's right to terminate a worker who falsifies other types of records or documents. A worker may not be discharged or otherwise disciplined because:

- The worker (hired on or before November 6, 1986) has been working under a name or social security number other than their own;
- The worker (hired on or before November 6, 1986) requests to amend their employment record to reflect their actual name or social security number; or
- The worker (hired on or before November 6, 1986) fails or refuses to provide to the Employer additional proof of their immigration status.

ARTICLE 10: LANGUAGE IN THE WORKPLACE

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

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

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

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

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

To operate safely, efficiently, and per applicable law, the Employer will communicate safety, facility, and security-related materials to employees in English. Additionally, all team or department meetings related to business operations, safe and resident care will be conducted English.

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

ARTICLE 11: DEFINITIONS

SECTION 11.1: PROBATIONARY EMPLOYEE

An employee shall be considered probationary during the first ninety (90) calendar days of employment. With notification to the Union and mutual agreement of the employee, the Employer may extend the probationary period for up to thirty (30) days. Such extension must be presented to the worker and the worker advocate or Union field representative in writing, along with a written explanation of the reason(s) for the extension. The Operator shall not unreasonably or arbitrarily extend a probationary period beyond the initial ninety (90) days. During the Probationary Period an employee may be disciplined or discharged in accordance with local, state and federal law, with or without Just Cause and without recourse to the Grievance and Arbitration Procedure.

SECTION 11.2: REGULAR FULL TIME EMPLOYEE

A full-time employee is an employee who is regularly scheduled for an average of thirty (30) or more hours per week. Full-time employees are eligible to participate in the facility's medical and dental plans as well as the facility's vacation, holiday, personal day, jury duty, bereavement and sick leave programs.

SECTION 11.3: REGULAR PART-TIME EMPLOYEE

A part-time employee is an employee who is regularly scheduled for an average of twenty (20) or more but less than thirty (30) hours per week. Part-time employees are not eligible to participate in the facility's medical or dental plans. Part-time employees are eligible to participate in the facility's vacation, holiday, personal day, jury duty, bereavement and sick leave programs on a pro-rated basis.

SECTION 11.4: ON-CALL/PRN EMPLOYEE

A casual, on-call or PRN employee is one with no regular schedule, but who works intermittently less than twenty (20) hours per week, depending on the availability of work, at minimum one (1) shift a month if called by Employer. Casual, on-call or per diem employees are not eligible for any benefits with the exception of sick leave, receipt of premium pay for working any of the holidays recognized by the Agreement, or other benefits as outlined in this agreement. An on-call employee who consistently works more than 20 hours per week for a period of 90 days may request a change in employment status to part-time or full-time, depending on the number of hours worked. Once the employee submits a request, the employer shall review the request within fourteen (14) days, and implement the request within fourteen (14) days of completing their review if the Employer agrees that the increased work schedule reflects a permanent, rather than temporary, change in circumstances. The Employer shall not unreasonably deny the request.

ARTICLE 12: SENIORITY

SECTION 12.1: SENIORITY DEFINITION AND ACCRUAL

For the purposes of this Agreement, seniority is defined as an employee's continuous length of service with the facility from their most recent date of hire. The seniority date will be used for seniority purposes under this Agreement, including payroll, benefits and other specified areas.

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

An employee shall not accrue seniority while on layoff or on an unpaid leave of absence which exceeds 12 weeks.

SECTION 12.2: TERMINATION OF SENIORITY

An Employee shall lose accumulated seniority and seniority shall be broken for any of the following reasons:

- Voluntary quit
- Discharge for Just Cause
- Failure to report to work after a layoff, within three (3) calendar days after receipt of the written notice of recall sent by the Employer to the Employee at their last address of record on file with the Employer or ten (10) days after written notice of recall is sent to the address that was last provided by the Employee by certified mail
- Layoff which extends (a) in excess of twelve (12) consecutive months, or (b) for the period of the Employee's length of service, whichever is less
- Unauthorized 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 him or her. An employee who is re-hired within six (6) 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.

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 three (3) weeks of the date of change.

If an employee transfers to another unionized Evergreen facility and continues working in a bargaining unit position, they shall retain their seniority.

ARTICLE 13: LAYOFF AND LOW CENSUS

SECTION 13.1: LAYOFF

Definition: Layoff shall be defined as the period following twenty-one (21) or more continuous working days in which there was not sufficient work to maintain the previous staffing level with regard to the work performed by the bargaining unit employees.

Process: Prior to implementing a layoff of bargaining unit employees, the Employer must first terminate all agency/registry contracts in the department where layoffs are intended to occur. In the event the layoff of bargaining unit employees is still required, employees shall be laid off by classification in reverse order of seniority (the least senior employee will be laid off first, then the next least senior employee). The Employer shall notify the Union, in writing, not less than fourteen (14) calendar days before the layoff of a bargaining unit employee. Upon request, the Employer and the Union will meet and negotiate the impacts of the reduction.

SECTION 13.2: 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.

SECTION 13.3: RECALL

In case of recall, the Employee who was laid off last is to be recalled first, 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.

Recall Notice: The Employer shall notify the Employee of their recall in writing by certified mail, return receipt requested, at the last address furnished the Employer by the Employee or by telephone call verified by a letter as above and employ their subject to the above limitations provided they report and are available for work by not later than five (5) calendar days from receipt of the recall notice. A copy of the letter shall be sent to the Union.

SECTION 13.4: NOTICE OF TERMINATION OR LAYOFF

Except in the case of discharge for just cause, regular Employees shall be entitled to fourteen (14) calendar days' notice of termination or layoff or pay in lieu thereof.

SECTION 13.5: FACILITY CLOSURE

In the event that the Employer chooses to close or convert the facility to other use, the Employer will follow the requirements of the federal WARN legislation (or subsequent state legislation), which provides a sixty (60) day notice of closure or pay in lieu of notice.

SECTION 13.5.1: JOB FAIR

The Employer shall work with the Union to set up a "Job Fair", providing area Employers an opportunity to recruit the Employees who are being laid off, and publicizing the assistance of programs for dislocated Employees.

SECTION 13.6: LOW CENSUS

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 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. 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.

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 PTO or vacation benefits which are otherwise available for scheduling. Quarterly, on November 1, February 1, May 1 and August 1, the cycle of applying cut hours will start over.

SECTION 13.7: TEMPORARY RE-ASSIGNMENTS OF SHIFT OR DEPARTMENT

If someone is unable to work in their usual classification due to lay off or low census, where feasible to do so, the Employer will make a good faith effort to place them, temporarily, in other departments or shifts where there are openings or operational needs. This may result in a bargaining unit employee temporarily performing non-bargaining unit work. If there is a need to make this placement permanent, the Employer, the Employee, and the Union shall meet to discuss the situation. There shall be no bumping of employees in order to implement this Section.

ARTICLE 14: HOURS OF WORK, OVERTIME, SCHEDULING, MEAL AND REST PERIODS, PAY PERIODS, AND PAY DAYS

SECTION 14.1: WORK DAY AND WORK WEEK

The normal workday shall consist of up to 8 hours of work within a 24-hour period. The normal work week shall consist of up to 40 hours of work within a 7-day period. The Employer may define the work week on an individual, department, shift or facility basis in accordance with Federal and State law.

SECTION 14.2: OVERTIME

All overtime must be approved by the Employer. Overtime shall be paid at 1½ times the regular rate of pay for all time worked beyond 40 hours in the work week. For the purposes of computing overtime pay, the regular rate of pay shall include any applicable shift differential.

There shall be no pyramiding or duplication of overtime pay, i.e., the employee will not receive a daily and a weekly overtime premium for the same hours worked. In any such case, the higher premium will apply. All hours worked over eight (8) hours on any double shifts or split double shifts of at least two (2) hours or more shall be paid at the overtime rate of pay.

Any employee who works more than ten (10) consecutive days shall receive the overtime rate of pay beginning with the eleventh (11th) consecutive day of work and continuing until the employee receives at least one (1) day off.

SECTION 14.3: MANDATORY OVERTIME

Mandatory overtime refers to when the Employer mandates the employee work beyond their regularly scheduled shifts. The Employer may schedule mandatory overtime to meet the needs of the business, and shall notify potentially affected employees as soon as possible. The Employee shall not be threatened licensing ramifications for declining mandatory overtime. If mandatory overtime is scheduled with less than 24 hours' notice to the employee, the employee may decline such overtime due to reasonable extenuating circumstances (e.g., weather, childcare requirements). No employee shall be mandated more than once during their rotation, and the employer shall not regularly use mandatory overtime to address staffing shortages.

Any employee who believes that continuing to work mandatory overtime, or working many consecutive days without a rest day may tend to cause harm to their health or to the safety and quality care of the residents may refuse to work more mandatory overtime or on consecutive days until the employee has had at least one (1) full day (twenty-four [24] hours) off. The employee shall state such refusal in writing to their immediate supervisor and state the date or shift time when they will be willing to resume taking shift assignments. There will be no retaliation for such refusal of mandatory overtime.

SECTION 14.4: MEAL AND REST PERIODS

Except as specified below, all employees shall receive an unpaid duty-free meal period of at

least thirty (30) minutes. The Employer shall not unreasonably interrupt nor delay employees' scheduled meal periods. However, if the employee is required by the Employer to interrupt the meal period in order to work or to remain at a prescribed work site in the interest of the Employer, the Employee shall be compensated at their regular rate for the entire 30-minute meal period, unless a substitute meal period is provided. Remaining in the facility in the employee lounge is not a work site. All employees shall be allowed a rest period of not less than fifteen (15) minutes on the Employer's time for each four (4) hours of working time. Rest periods shall be scheduled as near as possible to the midpoint of the work period. During fifteen (15) minute rest periods, employees shall remain at the facility.

SECTION 14.5: 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. Posted schedules will only be changed in low census conditions, extraordinary circumstances, or by mutual consent. If changes are needed the Employer shall notify the Employee prior to any changes being made. If changes are made to the posted schedule more than two times in two (2) weeks, the Employer shall notify the Union in writing of such changes and meet to discuss, if requested by the Union.

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. The Employer may deny the request, but shall not do so unreasonably. Such changes may result in overtime if approved by a supervisor. Except by mutual agreement, no changes to the posted schedule will be made to avoid the payment of overtime. Such agreement shall be in writing. Work schedules shall be filled by the Employee with the longest seniority (as defined in Article 12 – Seniority).

SECTION 14.6: SPLIT OR ROTATED SHIFTS

No employee shall be required to work a split or mandated rotated shift. No Employee covered by this Agreement will be assigned or scheduled to work a split shift except by their own request. If requested to do so, an Employee may either accept or decline that request without

fear of disciplinary action. For the purposes of this section, a split shift shall be defined as an Employee working more than one shift within a calendar day. This paragraph does not apply to Individuals working on modified duty due to a work-related injury.

SECTION 14.7: AVAILABLE HOURS OF WORK

Seniority of the employees will be the determining factor in the assignment of regular full-time and part-time hours by the employer. The Employer will make all reasonable efforts to ensure that employees will be assigned sufficient hours to meet their status and benefit eligibility requirements, subject to operational needs.

SECTION 14.8: AVAILABILITY OF EXTRA SHIFTS

(1) **Preference for Bargaining Unit Employees:** Open shifts shall be offered exclusively to bargaining unit employees unless the shift starts in less than 72 hours (including call-offs with less than 72 hours notice).

(2) **Notification Process**: Upon knowing that there is an open shift, the Employer shall promptly notify all bargaining unit employees of available open shifts promptly using established communication methods that reach all bargaining unit employees (e.g., scheduling software, bulletin board, or email).

(3) **Selection Process and First Come, First Serve Basis:** Bargaining unit employees may volunteer for open shifts on a first-come, first-served basis. The Employer shall offer the shift to the first bargaining unit employee who volunteered to the shift but can take into account the below considerations.

(4) Additional Considerations for Selection:

   a. **Seniority:** If multiple employees express interest simultaneously, priority shall be given based on seniority.

   b. **Equitable Distribution:** The Employer shall make a good faith effort to ensure equitable distribution and prevent the same employees from consistently

receiving every shift.

c. **Overtime:** The Employer may also consider overtime obligations when making its decision.

(5) **Use of Agency Staff:** If an open shift remains unfilled and the shift starts in less than 72 hours, the Employer may offer the shift to agency staff.

(6) **Documentation:** The Employer shall maintain records of the offering and assignment of open shifts for review upon request by the Union or designated representatives.

SECTION 14.9: REQUESTED TIME OFF

Management will respond in writing to an Employee's leave requests within seven (7) calendar days of receipt of the employee's written request to confirm with the employee whether the leave is denied or approved. Employees shall make a good faith effort to submit leave requests prior to the posting of a new schedule. Paid time off requests made more than one (1) month in advance shall not be unreasonably denied. If (1) the Employee has submitted their paid time off request more than one (1) month in advance and (2) the employee is the first employee in their shift and classification to request time off for those dates, low staffing levels may not be the basis for denying that PTO request, unless there is an unexpected circumstance which requires otherwise**.**

Written requests for PTO may be made up to six (6) months in advance of the requested time off. Paid time off requests will be granted in the order that they are received. If two employees submit their PTO requests on the same day, the more senior employee's request will be given preference.

SECTION 14.10: ALTERNATE SCHEDULES

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

SECTION 14.11: NEW OR CHANGING WORK SHIFTS

Fourteen (14) calendar days before the Employer implements a new work shift for employees, the Employer shall inform affected employees about the new shift. It is understood that this section only applies to the creation of new shifts, and not to employee shift assignment.

SECTION 14.12: PAY PERIODS AND PAY DAYS

Employees will receive paychecks on the tenth (10th) of the month for all hours worked from the sixteenth (16th) through the last day of the previous month and on the twenty-fifth (25th) of the month for all hours worked from the first (1st) of the month through the fifteenth (15th) day of that month. When a payday falls on a Saturday or a Sunday, the paychecks will be distributed on the preceding Friday. When either the 10th or the 25th falls on a Monday Holiday, paychecks will be distributed the preceding Friday.

SECTION 14.13: PAYCHECK ERRORS

Should an employee discover an error in their paycheck within two (2) business days from when the check was issued, 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 employee discovers the error after three (3) business days from when the check was issued, the Employer will correct the error by the next payroll period.

SECTION 14.14: ATTENDANCE AT ALL STAFF MEETINGS

The Employer will make every reasonable effort to schedule all-staff meetings during regular working hours for each shift, or when the majority of staff are working, to minimize the impact on employees' days off. Absent extraordinary circumstances, employees shall not be required to attend any staff meetings or training sessions that occur on their regularly scheduled days off or that occur during a shift that they do not regularly work. In the event an employee voluntarily chooses to attend a meeting on their day off, they shall have the option to participate virtually where technology allows, unless in-person attendance is critical to the

purpose of the meeting. Employees shall make all reasonable efforts to attend meetings scheduled outside of their work hours.

If, for exceptional reasons, the Employer is unable to schedule multiple all-staff meetings for a given topic to align with various shifts and instead needs to have a single mandatory all-staff meeting, the Employer will make best efforts to provide at least two (2) weeks notice. Employees who attend the meeting on their day off shall be compensated for time spent in the meeting, with a minimum of one hour at their regular rate.

ARTICLE 15: EMPLOYMENT PRACTICES

SECTION 15.1: JOB DESCRIPTIONS

The Employer shall maintain job descriptions for all positions covered by this Agreement. Upon employment, the Employer shall provide a job description to an 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, including any modifications or revisions of such job descriptions. 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. It is understood that, where necessary for patient care, employees may be assigned work responsibilities that are outside the scope of their job description. It is also understood that the Employer will make all reasonable efforts to avoid doing so where other options exist.

SECTION 15.2: VACANCIES AND JOB POSTING

A vacancy is defined to mean any permanent 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 in a physically conspicuous location in the break room for five (5) calendar

days to give current qualified employees on other shifts or departments the opportunity to apply for the open position. Seniority of current qualified employees will prevail in selection for shifts or positions. The Employer may recruit applicants concurrently from outside the Bargaining Unit during the internal posting time and if no bargaining unit member is qualified or accepts the offered position, the Employer may hire from the outside pool. All Employees who apply for a vacant position will be notified that their application is being considered. Seniority of current employees will prevail in the selection of shifts or positions; provided the employee is qualified for the position based in the job description (education and experience requirements) as well as skill set and previous performance (including attendance and discipline in the previous eighteen (18) months). The application process will be determined at each facility during the Labor Management Committee.

SECTION 15.3: EVALUATIONS

A written evaluation of employees' performance will be conducted on an annual basis. An employee shall receive a copy of their evaluation and shall be allowed to comment, in writing, if desired.

SECTION 15.4: ORIENTATION

Employees will be provided a basic orientation program which will include instructional conferences, safety protocols, applicable benefits, and work on the job. The objective of the orientation is to familiarize the employee with the duties and responsibilities of the job. The Union shall have access to such orientations as described in Article 3 (Union Rights).

SECTION 15.5: IN-SERVICE EDUCATION

An in-service program will be maintained by each department. Attendance and/or completion of mandatory in-services will be paid at the appropriate rate of pay. Attendance and/or completion of at mandatory in-services will be paid at the appropriate rate of pay. The Employer will ensure employees will have adequate time to do mandatory trainings at work. If the Employer is unable to ensure that, the employee may elect to (1) do the training in-person

prior to or after their scheduled shift, or (2) for virtual trainings, complete the training at-home. The Employer will create a system to ensure Employees will be paid for any training completed outside their regular work time; the amount Employees are to be paid is the amount of time it takes to complete the training as determined by the Training Provider.

SECTION 15.6: MUTUAL RESPECT

Employees and managers shall treat each other, and all others, with dignity and respect.

ARTICLE 16: EMPLOYEE RIGHTS AND JUST CAUSE CORRECTIVE ACTION

SECTION 16.1: DISCIPLINE AND CORRECTIVE ACTION

A. The Employer shall have the right to discipline, suspend, or discharge any employee for just cause per the Employer's Policies. Following the Management Rights Article, the Employer shall publish an Employee Handbook and Human Resources Policy and Procedures. In the event of a conflict between the Collective Bargaining Agreement and either the Employee Handbook and Human Resources Policy and Procedures, the CBA shall supersede. Probationary employees can be disciplined or discharged per federal, state, and local laws and shall not have recourse to the grievance and arbitration procedure set forth in this Agreement. All disciplinary documents will identify the specific Employer policy(s) supporting the Corrective Action.

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

C. The Employer recognizes the concept of progressive discipline and will endeavor to utilize a

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

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

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

SECTION 16.2: JUST CAUSE AND PROGRESSIVE DISCIPLINE

It is agreed that the language in this Section 16.2, as modified below, will be an addendum to the contract and used for employee educational purposes only. It is not intended to be, nor shall be, utilized by either party, or an arbitrator or other outside third party, in determining just cause in specific disciplinary issues which may arise.

"Just Cause" shall be defined as a fair and objective standard by which disciplinary actions, including but not limited to, reprimand, suspension, demotion, or termination, may be imposed by the Employer. That standard shall include the following factors to be considered:

1. **Notice**: The employee was given clear and adequate notice of the rules, policies, or standards of conduct that were violated and the potential consequences of violating them.
2. **Reasonable Rule or Order**: The rule, policy, or order that was violated must be reasonable, and the employee must have had a clear understanding of it.

3. **Investigation**: A fair, thorough and objective investigation was conducted by the Employer before taking disciplinary action.
4. **Evidence**: There is substantial and credible evidence to support the Employer's conclusion that the employee committed the alleged infraction.
5. **Equal Treatment**: The rule, policy, or standard of conduct has been applied consistently and without discrimination or favoritism among employees.
6. **Proportionality**: The disciplinary action taken must be appropriate and proportionate to the severity of the offense, taking into consideration the employee's past record and any mitigating circumstances.
7. **Progressive Discipline**: Where appropriate, the Employer has applied progressive discipline, giving the employee an opportunity to correct their behavior before imposing more severe disciplinary action. The nature and severity of an offense will permit imposition of disciplinary action at any level of discipline up to and including discharge.

Individual circumstances will dictate whether progressive discipline for attendance will, or will not, be considered relevant to other discipline which an employee may receive.

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

SECTION 16.3: RIGHT TO UNION REPRESENTATION

Discipline shall be imposed only in the presence of a Union Advocate, except in those cases where the Advocate may not be readily available, the employee chooses not to have Union representation, or the infraction for which a suspension or termination is imposed constitutes a very "serious offense" warranting summary action (i.e., assault, attack or threat of physical violence on fellow employees or management representatives, etc.). When a Union Advocate is absent despite the employee electing to have Union representation, the Employer will administer discipline, not question the employee, and notify the Advocate as soon as possible of the action taken. The Employer will inform employees of the right to Union representation at the beginning of a disciplinary meeting or investigation. Employees may choose not to have

representation.

SECTION: 16.4: CORRECTIVE ACTION PROCESS

Suppose a supervisor has reason to issue Corrective Action to a Bargaining Unit Employee. In that case, the supervisor shall make a reasonable effort to promptly implement the Corrective Action in private. All disciplinary action shall abide by the Grievance and Arbitration Procedure Article. All disciplinary action shall generally be taken within fourteen (14) calendar days of the event giving rise to the disciplinary action or the date the Employer completed an investigation that results in disciplinary action (so long as the investigation occurred within a reasonable period), whichever is later. All facility employees should treat each other with respect and dignity.

In the event a supervisor issues a Corrective Action, the supervisor will notify the member and allow a reasonable opportunity for a Union representative of the member's choice to join the subsequent discussion. During the discussion, the supervisor will inform the member why they are being investigated or issued Corrective Action while identifying the specific Employer policy(s) supporting the Corrective Action. The supervisor may also have a witness join the conversation. In a situation involving the suspension of a member, the supervisor will also explain why the suspension will occur before the completion of the Employer's due diligence regarding the determination of the Corrective Action. If supervisor suspends a member before completing an investigation that does not substantiate the initial allegation(s),the Employer will compensate the member for scheduled workdays missed due to the suspension.

SECTION 16.5: DISCHARGE AND SUSPENSION NOTIFICATION

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

SECTION 16.6: DISCIPLINARY RECORD

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

Employees and the Union Field Representative or Advocate will be provided with a copy of any written notice of disciplinary action within forty-eight (48) hours.

SECTION 16.7: FILE MATERIALS

Material reflecting verbal or written warnings shall be retained for a maximum of two (2) years. Disciplinary action which has been overturned and ordered removed from the official personnel file shall be removed.

SECTION 16.8: EMPLOYEE SIGNATURES

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

If an employee is not available within seven (7) working days or refuses to sign the material, the Employer may place the material in the file if they have a witness signature. Under these circumstances it will treated as though the employee did receive the material. The Employer shall place notice in the file that the Employee was unavailable or refused to sign.

ARTICLE 17: HOLIDAYS

SECTION 17.1: RECOGNIZED HOLIDAYS

The Center recognizes the seven (7) holidays listed below:

• New Year's Day*
• Memorial Day
• Independence Day*
• Labor Day*
• Thanksgiving Day*
• Christmas Day*

• Presidents Day

These holidays are recognized as occurring during the period between 12:01 am to 12:00 midnight on the dates observed. Employees scheduled to work the holidays listed shall be paid one and a half times their regular rate of pay except those holidays with an asterisk to which employees will be paid twice their regular hourly rate. If any part of that work shift carries over into the next calendar day, the holiday premium shall stop at midnight.

SECTION 17.2: PERSONAL HOLIDAYS AT ALL CENTERS

Full-time and part-time employees are eligible to receive one paid day off each year that must be used within the calendar year. The paid day off for part-time employees will be pro-rated based on average hours paid during the work week. To be eligible for a Personal Holiday, an employee must have completed their Probationary Period. Employees cannot request pay in lieu of a day off. In no case will payment for a Personal Holiday be in excess of eight (8) hours (or twelve (12) hours for LPNs who work 12-hour shifts). The Personal Holiday is not payable upon termination of employment.

ARTICLE 18: VACATION AND PAID TIME OFF AT EVERGREEN MISSOULA

SECTION 18.1: GENERAL VACATION PROVISION

The vacation year shall be based upon an employee's anniversary date as a regular full-time or part-time employee. Vacations may be taken at any time during the year mutually agreeable to the Employer and the employee subject to the scheduling requirements of each department. Employees may take vacation in increments of not less than one (1) day at a time.

SECTION 18.2: VACATION ACCRUAL RATES

Employees shall accrue and earn vacation based on continuous years of service based on the

following schedule:

Length of Continuous Service	Accrual Rate Per Hour	Amount of Vacation Hours Accrued Per Year	Maximum Vacation Accrual (1.5x Estimated Accrual Per Year)
0-.99 Years	0.0192	Max Forty (40) hours	60 hours
1-4.99 Years	0.0385	Max Eighty (80) hours	120 hours
5+ years	0.0577	Max One-hundred twenty (120) hours	180 hours

PRN employees are not eligible for PTO. All vacation-eligible employee can use their accrued vacation after ninety (90) days of employment. Pro-Ration of Vacation: Part-time employees shall accrue prorated vacation pay, with the same seniority/service year accrual schedule.

SECTION 18.3: VACATION PAYOUT

Employees, after twelve (12) months of continuous employment, who terminate their employment shall be paid all their vacation time earned through their last day of employment.

SECTION 18.4: MAXIMUM VACATION ACCRUAL

An employee will not accrue more than one and one-half (1 ½) years of vacation accrual at any given time.

SECTION 18.5: VACATION SCHEDULE REQUESTS AND POSTING

Vacation requests shall be granted on a first-come, first-served basis. If two vacation requests are submitted on the same day, the request of the more senior employee will be preferenced.

The Employer may require that all requests for vacation time shall be made at least one (1) month prior to the employee's desired time off, unless otherwise mutually agreed to by the

employee and the Employer. The Employer shall respond to the requesting employee with a grant of or denial of, such vacation within a reasonable time period but no later than fourteen (14) calendar days after the employee's submission of a request. Vacations may be taken at any time during the year as mutually agreed upon by the employee and Employer subject to the staffing requirements for each department. Should the Employer turn down a request for vacation leave because of the staffing needs of the department, the Employer shall approve the employee's second choice of vacation time within the calendar month.

The Employer and the Union recognize that there may be different processes for requesting vacation at each facility; each facility's LMC is empowered to formulate streamlined, equitable processes as it relates to requesting vacation.

SECTION 18.6: CASH OUT OF VACATION

Employees who have completed one year of service may elect to receive up to 40 Vacation hours each year in cash in lieu of time off following their one-year anniversary. Employees with six plus years of continuous service may elect to receive up to 80 Vacation hours each year in cash in lieu of time off. Such election is limited to once per calendar year and must be submitted in writing. The Employer must pay out the request no later than 30 days after receiving it. The ability to use Vacation or PTO hours to supplement lost hours (due to low census, e.g.) shall not be limited.

SECTION 18.7: SICK LEAVE FOR MISSOULA

All employees (including PRN employees)accrue sick leave. Employees accrue .025 hours of paid sick leave for each hour compensated (this amounts to ~6.5 days/year of sick leave for a full-time employee working 40 hours per week). The maximum amount of sick leave an employee may accrue within a single anniversary year is sixty-four (64) hours. (For Heartwood, the calendar year, not the anniversary year, will be the basis for sick leave accrual and rollover.) Unused sick leave may accumulate to a maximum of one hundred seventy-six (176) hours. Sick leave will be paid at an employee's regular rate of pay. The maximum amount of sick pay an employee may receive per day of illness is eight (8) hours.

Eligibility for payment of sick leave: Employees must have completed their Probationary Period before paid sick leave may be taken. Sick leave is payable on the first day of absence. Employees may take accrued sick leave to care for the employee's child who is under eighteen (18) years of age and who requires treatment or supervision. Eligibility for sick leave when an employee is caring for a child is consistent with eligibility for sick leave when the employee himself/herself is ill. Sick leave is not payable upon termination of employment.

SECTION 18.8: VACATION LEAVE DONATION PROGRAM

Center employees may donate earned vested Vacation or PTO hours to another employee within the same Center who has suffered a hardship if the receiving employee has used all of their earned vacation/sick hours during a pay period. The receiving employee must be employed for one year or more.

SECTION 18.9: STATUS CHANGE PTO PAYOUT

Employees whose status changes from full-time to on-call are eligible for a vacation pay-out of all vacation hours accumulated at the rate of compensation at the time of the status change. Employees must request the pay out in writing to the Administrator. This Employer must complete the pay-out within 30 days of receipt of the request.

ARTICLE 19: RETIREMENT SAVINGS PROGRAM

The Employer will make available to bargaining unit employees a 401(k) program for employees to invest in for retirement purposes. The Employer will notify the Union of any material changes to the 401(k) program before they go into effect.

ARTICLE 20: INSURED BENEFITS

SECTION 20.1: GENERAL BENEFIT ELIGIBILITY

Only full-time employees are eligible to participate in the medical and dental programs. Coverage is effective the first day of the month following 60 days of employment. The Employer may select, change, eliminate or modify insurance carriers, benefit plans, benefit levels, employee co-pays and/or employee premiums for the dental, vision and non-medical insurance plans. Prior to implementing any substantial and material change in insured benefits, excluding those required under the Patient Protection and Affordable Care Act, the Employer shall meet with the Union to discuss the changes provided the Union requests such a meeting within thirty (30) calendar days of receiving notice of the changes. If the Employer's foregoing modification, excluding modifications required under the Patient Protection and Affordable Care Act, results in less total compensation for employees in the bargaining unit, the Employer shall negotiate with the Union per the provisions of Article 2.

SECTION 20.2: PREMIUM CONTRIBUTIONS

The Employer shall pay for eighty five percent (85%) of the premium of the employee-only coverage and the employee, through payroll deduction, shall pay fifteen percent (15%) of the premium. For dependent-level coverage (i.e. employee-spouse, employee-children, or family), the Employer shall pay at least 60% of the premium for employee-spouse and employee-children plans and 65% of the family plan premium; the employee, through payroll deduction, shall pay the remainder of the premium.

Exception to the above provision for the period beginning 9/1/25 and ending 8/31/26: Employee monthly premium contribution amounts will increase by no more than four percent (4%) over employee monthly premium contribution amounts paid immediately before that period. This agreement is valid only for the period described, and is subject to further review and negotiation in subsequent years. In all cases, employee contributions will not exceed the percentages described in the paragraph above.

Employees may voluntarily participate in the Employer's dental insurance plan for themselves and for dependents at their own expense.

SECTION 20.3: FUTURE MEDICAL PLANS

The parties maintain a vision of quality and affordable healthcare for both the employees and the employer. If, in the lifetime of this agreement, a Taft-Hartley Trust insurance plan is created, the employer agrees to meet with the Union to review its costs and benefits and remains open to joining such plan. The parties acknowledge that the employer is not required to join a Taft-Hartley plan.

ARTICLE 21: COMPENSATION

SECTION 21.1: REPORT PAY

Employees who report for work as scheduled and who leave because of low census or other similar reasons, shall be paid no less than two (2) hours' pay at straight-time rate plus differentials, if applicable. Report pay only applies if the employee did not receive prior notice from the Employer of low census or overstaffing.

Prior notice includes leaving a message on an answering machine or with the person answering the telephone at least ninety (90) minutes prior to the start of the employee's shift. It is the responsibility of the employee to provide the Employer with an accurate telephone number. Failure by the employee to do so relieves the Employer of its "report pay" obligation.

SECTION 21.2: NEW POSITIONS

If during the life of this Agreement the Employer elects to create a new position in the unit defined by Article 1 (Recognition), then the Employer shall give the Union advance written notice of the wage rate for that employee and the wage scale for that position. The Union shall have seven (7) calendar days from receipt of such notice to request negotiations on the proposed wages. If requested by the Union, the parties shall meet promptly to negotiate the wages for the new position.

SECTION 21.3: REHIRE

If the Employer opts to rehire an individual who worked for the Employer previously (within the past twelve (12) months), the employee shall be paid no less than their hourly wage or step when previously employed, if reemployed in the same position as before and the Employer deems that any necessary certification and skill requirements are met as determined by the Employer.

SECTION 21.4: WORK IN A HIGHER CLASSIFICATION

Employees required to work in a higher classification shall be paid the higher rate of pay for all hours worked in that classification. If Employees are required to work in a lower classification, they shall retain their current rate of pay.

SECTION 21.5: RECOGNITION FOR RELEVANT EXPERIENCE UPON HIRE

Newly hired Employees shall be credited for their years of experience based on their previous relevant experience or credentialling. If their years of experience exceeds the number of steps on their classification's scale, they shall be placed at the top of their scale.

At the Employer's discretion, a newly hired Employee may be placed up to one (1) step above the step corresponding to their credited or relevant experience. This discretionary increase shall not impact the wage rates of other Employees with the same or similar experience.

Aside from the above exception, no newly hired employee will receive an hourly rate that is above current employees with the same or more experience; in the event that this happens, the Employer and the Union will meet to discuss the appropriate remedy, if any, on a case-by-case basis. Such advance placement on the hiring scale will not be considered for the purposes of other benefits.

SECTION 21.6: WAGE SCALE PLACEMENT AND RETROACTIVE PAYMENT UPON RATIFICATION

Retroactive Date: The Appendix A Wage Scales shall be effective and retroactive to July 16, 2025.

Wage Scale Placement Upon Ratification:

- Method 1 (Experience-Based Placement): Employees shall be placed on their classification's wage scale based on their years of relevant and/or credited experience. The scale step for non-nursing employees shall, at a minimum, be determined by their length of service at the facility in their current classification, plus any additional relevant experience they can provide proof of. The Employer shall not unreasonably deny credit for prior experience and must make a good faith effort to evaluate submitted proof in a timely and reasonable manner. If an employee's credited/relevant years of experience exceeds the steps on their wage scale, they shall receive the greater of (1) three percent (3%), or (2) the top of the scale plus three percent (3%).
- Method 2 (Minimums): For any employee for whom Method 1 results in less than a 3% increase, that employee will be placed on the step for their classification that results in at least a 3% increase.

SECTION 21.7: ANNIVERSARY INCREASES AND COST-OF-LIVING ADJUSTMENT (COLA)

The 2026 wage scale will be effective on August 1, 2026 (the first payroll period that is at least twelve (12) months after the effective date of the 2025 increases as described herein). Employees below the top step of their classification's scale will also advance a step on the 2026 wage scale at that time - subject to the exception described below for employees hired less

than ninety (90) days prior to the effective date of the 2026 increases. This will result in an increase of three percent (3%) for employees.

- Employees at or above the top step of their classification will also receive an increase of three percent (3%)
- Employees hired less than ninety (90) days prior to the effective date of the 2026 increase will not advance a step increase at that time, but will be placed at the same step on the new scale.

Employees hired after the effective date of the 2026 wage increases will not receive an increase during the term of this Agreement unless otherwise agreed to.

SECTION 21.8: LONGEVITY BONUS

- After three years of employment, employees shall receive a retention bonus of three hundred dollars ($300) on the payday following their anniversary date.
- After 5 years of employment, employees shall receive a retention bonus of five hundred dollars ($500) on the payday following their anniversary date.
- After 10 years of employment, employees shall receive a retention bonus of seven hundred and fifty dollars ($750) on the payday following their anniversary date.
- After 20 years of employment, employees shall receive a retention bonus of one thousand dollars ($1,000) on the payday following their anniversary date.

SECTION 21.9: WAGE DIFFERENTIALS

SECTION 21.9.1: STACKING

In the event an employee is working on a shift which has two differentials, the employee shall only be eligible for the higher of the two differentials.

SECTION 21.9.2: "LEAD, "CHARGE," OR "TRAINER" DIFFERENTIAL

In any case the Employer establishes a "lead," "charge," "trainer," or "senior" 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 "trainer," "charge," or "senior" position is contemplated by the employer. The position will be posted in accordance with the Vacancies Section (11.2) of this Agreement. The Labor Management Committee will make recommendations as to the criteria of the "trainer, "charge," or "senior" positions' hiring process.

SECTION 21.10: NO WAGE REDUCTION

No employee shall suffer a reduction in base rate of pay whose current base rate of pay exceeds those contained within this Agreement.

SECTION 21.11: MINIMUM WAGE

Should the minimum wage applicable to any facility increase during the life of the agreement to a level which creates a differential between any rate in this contract and said minimum wage which is less than $0.20, the rates of those classifications shall be increased to a differential at least $0.20 above the new minimum wage rate. Steps in the subsequent scale shall be adjusted upward to maintain the previously existing ratio between the base and each step.

SECTION 21.13: COLLABORATION ON IMPROVING MEDICAID RATE

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

SECTION 21.14: OFF-SCHEDULE HOURLY INCREASE

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

When implementing an OSWI, the Employer is not required to bargain with the Union when a local competitor's pay increase requires the Employer to immediately announce pay rate increases to neutralize the competitive advantage of the other facility offering higher pay. However, when the other employer's competitive advantage is a future threat, the Employer will notify employees of the OSWI using any mutually agreed joint announcement template and tell the Union before or within twenty-four (24) hours of announcing the change. Whenever exercising an OSWI, the Employer will notify the Union as soon as possible. The Employer and Union will expeditiously enter into a Letter of Agreement detailing the classification's enhanced wage scale pay rates and distribute it to all affected union members. The Facility will apply this OSWI Section only when presented with an immediate competitive threat. It will not use this Section to undermine the collective bargaining of a successor Contract.

SECTION 21.15: INCENTIVE PROGRAMS

The Employer may offer employment bonuses at its discretion, such as sign-on, refer-a-friend, extra shift, or pick up a shift. The Facility shall provide such bonuses fairly and equitably and not engage in scheduling favoritism. Once a bonus or incentive program is agreed to between an employee and the Employer, the Employer has an obligation to honor the terms and conditions

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

ARTICLE 22: 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 or vacation hours must be used concurrently with any non-medical leave of absence. Utilization of available PTO, vacation, or sick 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 22.1: JURY DUTY LEAVE

If an employee is summoned to jury duty, the employee shall be granted leave with pay from regular duties for up to ten (10) days of jury duty service offset by monies received from the court for serving on jury duty for up to ten (10) days. The employee must promptly inform the Employer on receipt of a jury duty notice. Further, the employee has the right to petition the court for excuse from jury duty service for undue hardship, extreme inconvenience or public necessity.

SECTION 22.2: MILITARY LEAVE

Military leave shall be authorized in accordance with appropriate state and federal requirements. An employee must provide the Employer with a copy of report orders on the first workday after receipt.

SECTION 22.3: FAMILY MEDICAL LEAVE ACT (FMLA) COMPLIANCE

The Employer will comply with all provisions of state and federal law with respect to family and medical leave (Federal Family Medical Leave Act (FMLA)). Alleged violations of these leave provisions shall be submitted to the grievance procedure set forth herein, and in accordance with state and federal laws. Family Medical Leave shall be consistent with and subject to the conditions and limitations set forth by any applicable state law.

SECTION 22.3.1 FMLA GENERAL PROVISIONS

If an employee is eligible for medical leave under FMLA, a leave of absence without pay shall be granted for a period of up to twelve (12) weeks in the following circumstances, for the following reasons during any calendar year:

A. For the employee's own serious health condition that leaves the employee unable to perform the essential functions of the job; or

B. 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

C. To care for the employee's spouse or domestic partner, son, or daughter, parent or grandparent who has a serious health condition.

This may not be the full list of FMLA-eligible reasons. A leave of absence under FMLA 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.

Employees should, whenever possible, give at least thirty (30) days' advance written notice

requesting a family medical leave of absence under FMLA as required by state and federal law.

An employee on Family Medical Leave not exceeding twelve (12) weeks shall be entitled to return to their prior position or a substantially equivalent position.

SECTION 22.4: BEREAVEMENT LEAVE

Employees shall be allowed to take up to five (5) regularly scheduled workdays off with pay in case of a death of an employee's immediate family member. For the purpose of the Article, "immediate family" shall include the employee's spouse, domestic partner, child, parent, sibling, grandparent, grandchild, corresponding "step" relations, and in-law relations. To respect the diversity of family composition that employees may have, employees are trusted to self-identify who constitutes an immediate family member.

SECTION 22.5: EMERGENCY LEAVE

Regular employees shall be granted an emergency leave of up to thirty (30) days without pay in the event of death in the employee's immediate family. Immediate family shall include only such persons related by blood, marriage, legal adoption or living in the employee's household.

SECTION 22.6: PERSONAL LEAVE

An employee, who has completed six (6) months of continuous employment, may request in writing a personal leave of absence up to ninety (90) days, which may be granted at the sole discretion of the Employer. The Employer will respond to such requests in writing within ten (10) days and will hold the position of the employee granted such leave for up to ninety (90) days. Leaves granted shall not exceed ninety (90) days. Employees returning from a personal leave of absence shall retain their seniority and accrued benefits as of the commencement of the approved leave. An employee shall give the Executive Director two (2) weeks' notice of their intent to return from the leave.

SECTION 22.7: 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. This paragraph shall in no way restrict the Employer from disciplining employees up to and including termination for violation of Employer's written safety procedures or policies.

SECTION 22.8: UNION LEAVE

SECTION 22.8.1: EXTENDED UNION LEAVE

An employee elected to full time office for the Union or accepting an assignment to perform work for the Union shall be given an unpaid leave of absence for the duration of their term of office or duration of assignment with the Union. A leave of absence of up to one (1) year may be limited to one employee of each facility, at the sole discretion of the Employer. At any given point in time, the Employer has the right to limit the number of employees on Union Leave to no more than three (3) in each facility, and no more than one (1) from any department other than nursing. The Employer may take the needs of the business into account but shall not unreasonably deny a leave of absence to other employees as requested by the Union, for up to six months.

The Union shall notify the Employer when officially requesting Union Leave for an employee. The employee and Union shall provide the Employer and the facility with a minimum of thirty (30) days' notice of their requested Union Leave, including a start and probable end date. Time spent on Union Leave shall count as hours worked for wage progression for up to the first two years of leave only.

During the course of the Union Leave the Employer will not be responsible for any Employer obligations, including work-related illnesses or injuries incurred as a result of employment/assignment with the Union. While on leave, should the employee suffer work-related injuries that fully or partially restrict their capacity to return to full duty as an employee (of the Company), the Employer is not obligated to return the employee to active duty until such time as the employee is able to resume, with or without reasonable accommodations, all

job responsibilities. In such circumstances, and for the purposes of Employee's compensation, the Union is considered the "responsible employer." The Employer shall return the employee to the same job, shift and position that they held at the time whenthey went on Union Leave with no loss to seniority and with any intervening increases in wages or benefits applicable as if they had been working. Employees must give the Employer at least ten (10) days written notice of their return to work.

When posting the vacancy created by Union Leave, the Employer will notify applicants that the position may be temporary. It is understood by both parties that when an Employee returns from Union Leave, the least senior worker on that shift will be bumped or laid off. Should a more senior employee be bumped as a result of the worker returning from Union Leave, that employee may bump the least senior employee in the classification. Any layoff affecting the least senior employee in that classification shall be recalled in accordance with Section 12 of this Agreement.

Employees returning to active status with the Employer after a Union Leave in excess of six months may be required to complete a full reorientation and any other licensing requirements that may be applicable, before reassignment or beginning work.

Employees returning after an extended union leave of two years or less shall be guaranteed re-employment at the rate of pay, they would have earned with no break in service.

SECTION 22.8.2: 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. The Employer may limit the numbers of employees granted leave to no more than four (4) in each facility, and no more than one (1) from any department except nursing, if quality care to the residents is compromised.

Employees on unpaid union leave may utilize any earned PTO or vacation hours while on leave, and shall be entitled to any recognized, paid holiday which occurs while on such short leave if the employee would otherwise normally be entitled to the paid holiday.

SECTION 22.8.3: SHORT UNION LEAVE (PAID)

The Employer shall grant up to four (4) paid shifts per contract year per facility 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 22.8.4: UNION BARGAINING LEAVE:

The Employer and the Union agree that is in their mutual interest to have a consistent set of Bargaining Committee members attend bargaining sessions. The Employer will make best efforts to grant unpaid release time to Employees who are part of the Union Bargaining Committee to attend bargaining sessions, bargaining trainings, or proposal reviews. For the requested releases, the Union shall provide as much notice as is possible.

SECTION 22.9: 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 their 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 22.10: MILITARY SPOUSE LEAVE

Up to fifteen (15) days of unpaid leave will be granted to an eligible employee who averages twenty (20) or more hours of work per week, whose spouse is on leave from deployment or before and up to deployment during a period of military conflict. An employee who takes leave under this provision may elect to substitute any of the accrued paid leave to which the employee is entitled for any part of the leave provided under this provision. The employee must provide their supervisor with notice of the employee's intention to take leave within five (5) business days of receiving official notice that the employee's spouse will be on leave or of an impending call to active duty. This 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 22.11: 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. In addition, the employee must return to work when scheduled. 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. 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 23: WORKERS COMPENSATION INSURANCE

The Employer will educate its employees during the hire process and at the time of on-the-job injuries (when appropriate) of its workers compensations program to provide employees who are injured on the job with the Employer's policies and procedures.

The Employer may at any time elect to change the grant of workers compensation insurance to employees through the Industrial Act of the State of Washington (for Washington Centers) by its participation in a private carrier program which the Employer selects. If private coverage is selected, the Employer agrees to furnish evidence of such coverage upon request by the Union.

ARTICLE 24 GRIEVANCE AND ARBITRATION PROCEDURE

SECTION 24.1: INTENT

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

SECTION 24.2: GRIEVANCE DEFINED

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

grievance procedure.

SECTION 24.3: GRIEVANCE TIME LIMITS

Time limits set forth in the following may only be extended by mutual written agreement between the Employer and the Union. A grievance must be filed in writing within thirty (30) calendar days of the event giving rise to the concern or the date the event became known or should have become known to the employee. Any grievance regarding an employee's termination must be filed as a Step II written grievance within fourteen (14) calendar days of the employee's effective discharge date. Grievances regarding employee compensation shall be deemed to have occurred when payment is made or when the payment was due but not made if that is the contention. Grievances over an employee's eligibility for a benefit shall be deemed to have occurred when the Employer made such an employee benefit eligibility decision. Failure of the Employer to comply with the time limits set forth in the grievance procedure shall allow the employee or Union to advance the grievance to the next step of the grievance procedure within the time frames specified herein. Time limits are important. Failure of an employee or the Union to file a grievance as defined in this section, in a timely basis, or to timely advance such a grievance, per the time limits outlined in the grievance procedure, will constitute their formal withdrawal of the grievance.

SECTION 24.4: OPEN DOOR POLICY, REPORTING, AND NON-RETALIATION

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

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

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

SECTION 24.5: GRIEVANCE PROCEDURE

SECTION 24.5.1: STEP 1 GRIEVANCE PRESENTED IN WRITING TO ADMINISTRATOR

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

1. the specific Article(s) of this Agreement alleged to have been violated;
2. a brief factual description of how the specific language of the identified Section(s) has been violated;
3. the date of each alleged violation of the identified Section(s);
4. the specific remedy requested for each alleged violation (i.e., if possible, describe how the grievant will be "made whole in every way");
5. the reason the response in the previous step is not satisfactory when appealing a grievance to the next step;
6. and the names of the grievant(s) and union representatives presenting the grievance.

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

submitted and accepted by the other party.

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

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

SECTION 24.5.2: STEP 2 GRIEVANCE APPEAL

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

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

Suppose the Union has requested information from the Employer and the Employer has not responded to the request at least seventy-two (72) hours before the scheduled Step 2 grievance meeting. In that case, the Union shall have the option of postponing the hearing to a mutually agreeable date.

SECTION 24.5.3: STEP 3 OPTIONAL MEDIATION

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

SECTION 24.5.4: STEP 4 ARBITRATION

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

1. **Arbitrator Selection Process.** Suppose the Employer and the Union have not mutually established a permanent panel of arbitrators. In that case, upon a timely demand for arbitration, the moving party must request a list within thirty (30) calendar days from the FMCS and notify the other party of doing so. The FMCS shall provide the parties with nine (9) arbitrators. Within seven (7) calendar days after receiving the list, the parties shall select the arbitrator by alternately striking names from the list. The last remaining name shall be the arbitrator. A coin toss will determine the party proceeding first in the striking of names procedure.
2. **Arbitration Timelines**. Once the Parties have appropriately selected an Arbitrator, they will schedule an arbitration date within sixty (60) calendar days or the earliest date that all parties are available. The Union and the Employer may, with mutual agreement,

make procedural changes to the arbitration process given the unique circumstances of individual cases. Before the arbitration hearing, the Employer and Union will develop a stipulation of facts and use affidavits and other time-saving methods whenever possible. The arbitrator shall conduct the hearing in whatever manner will most expeditiously permit full presentation of the parties' evidence and arguments. Any arbitrator accepting an assignment under this Article agrees to issue an award within thirty (30) calendar days of the close of the hearing or sixty (60) calendar days if post-hearing briefs are submitted.

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

4. **Grievance/Arbitration Timelines**. Except as otherwise indicated, the periods and limits provided herein shall be calculated as of the date of actual receipt. All notifications under this Article shall be sent by e-mail, certified mail, or in-hand service. Such periods may be extended only by mutual written agreement of the Employer and the Union. Without such an agreement, the time limits shall be mandatory. The failure of the aggrieved employee(s) or Union to properly present a grievance in writing initially, to process a grievance in any of the steps in the grievance procedure after that, or to submit the grievance to arbitration under the express time limits provided herein, shall automatically constitute a waiver of the grievance and bar all further action thereon. The failure of the Employer to submit a response in any of the steps of the periods shall not

constitute acquiescence to it or result in the sustaining of the grievance. The failure to respond or meet shall be deemed a denial of the grievance as of the expiration date of the applicable adjustment period. Should the Union pursue the grievance further, within fifteen (15) calendar days of such expiration date, it may submit the grievance to the next step of the Grievance and Arbitration Procedure.

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

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

The Parties established the below chart to summarize this Article's provisions. However, the Parties understand that the Article's provisions govern in the event of a conflict with any chart content.				
Process	**Submission Timeline**	**Submission Process**	**Grievance Meeting Schedule**	**Employer Response Timeline**
Optional Informal Discussion	As soon as possible.	Verbal or written discussion with immediate supervisor or another Employer representative.	As soon as possible.	Verbal response to the grievant or Union representative within 15 calendar days of the informal discussion.
Step 1	Within 30 calendar days of when the issue occurred or when the employee learned about it or responded to the optional informal discussion.	Written (often via email) grievance issued to the facility administrator.	Step 1 grievance meeting must occur with the administrator within 15 calendar days of the Employer's receipt of the written grievance.	Written response to the Union and grievant within 15 calendar days of the Step 1 grievance meeting.

Step 2	Within 15 calendar days of receiving the Employer's response (or lack thereof), move a grievance from Step 1 to Step 2.	Written (often via email) notice of Step 2 escalation to the HR Director.	A step 2 grievance meeting must occur with HR Director within 15 calendar days of the Employer's receipt of the Step 2 notification.	Written response to the Union and grievant within 15 calendar days of the informal discussion.
Optional Mediation	The Union has 15 calendar days to file for optional mediation.	Union notifies FMCS and the HR Director in writing	As soon as possible. Does not interfere with arbitration filing or scheduling dates.	
Arbitration	The Union has 15 calendar days to file a step 2 grievance from the Employer's response (or lack thereof) to move a step 2 grievance to arbitration.	Union notifies Employer's HR Director in writing and notifies FMCS	Within 60 days of the arbitrator's selection or as soon as the arbitrator's schedule allows.	

SECTION 24.5.6: ADDITIONAL GRIEVANCE ADMINISTRATIVE PROVISIONS

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

2. Except for a grievance regarding an employee's termination, which will be filed at Step 2 within fourteen (14) calendar days of the discharge, all other grievances must be processed through the procedure above before a request for arbitration is made or honored.

ARTICLE 25: 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. Both parties recognize that subcontracting at Evergreen arises

in multiple contexts: (1) subcontracting with a caregiver agency to fill individual or time-specific caregiver staffing needs and (2) subcontracting with a third party to fill an entire non-caregiver department's or job classification's staffing needs (i.e. subcontracting with Healthcare Services Group, Inc to staff dietary, kitchen, or laundry staffing needs).

Subcontracting Non-Caregiver Agency Staff (I.e. laundry, housekeeping, dietary, etc.): In subcontracting any non-caregiver work covered by this Agreement, the Employer shall subcontract work to persons, firms, or companies meeting not less than the terms and conditions of this Agreement relating to wages, hours, and working conditions. 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.

Insourcing Non-Caregiver Agency Staff: If the Employer terminates an agreement with a subcontractor, it shall make a good faith effort to "insource" any previously subcontracted Bargaining Unit Employees. When "insourcing," the Employer shall (1) directly hire as many impacted employees as possible into open positions for which the employees are qualified or can be retrained to do with minimal training, (2) shall honor the experience of impacted employees, and (3) abide by all state and federal laws and regulations**.**

Subcontracting Caregiver Agency Staff: The parties agree that (1) the employer should endeavor to reduce its usage of agency personnel where possible to do so and (2) that the usage of agency/registry personnel should not result in the hours reduction, bumping or layoff (except as otherwise outlined/specified in this agreement) of bargaining unit employees.

ARTICLE 26: EMPLOYEE HEALTH AND SAFETY

SECTION 26.1: ANTI-HARASSMENT

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

The Employer's policy against unlawful harassment applies to all employees, including supervisors and managers. The Employer prohibits managers, supervisors, and employees from harassing coworkers and the Facility's residents, visitors, vendors, suppliers, independent contractors, and others doing business with the Employer. The policy applies to all work-related settings and activities, whether inside or outside the workplace, including business trips and business-related social events. If the Employer becomes aware of harassment, it will act promptly to ensure the conduct is investigated and addressed. Any such harassment will subject an employee to disciplinary action, up to and including immediate termination.

The Employer likewise prohibits its residents, visitors, vendors, suppliers, independent contractors, and others doing business with the Employer from harassing our employees. Employees have an obligation to take care of residents, but if an employee encounters a hostile or unsafe situation, they should immediately report the situation to their supervisor, the Administrator, Human Resources and/or other members of management.

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

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

Department. The following are examples of prohibited conduct:

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

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

- Unwanted sexual advances.
- Offering an employment benefit (e.g., a raise, promotion, or career advancement) in exchange for sexual favors or threatening an employment detriment (e.g., termination or demotion) for an employee's failure to engage in sexual activity
- Visual conduct includes leering, making sexual gestures, and displaying or posting sexually suggestive objects, pictures, cartoons, or posters.
- Verbal sexual advances, propositions, requests, or comments.
- Sending or posting sexually-related messages, videos or messages via text, instant messaging, or social media.
- Verbal abuse of a sexual nature, graphic verbal comments about an individual's body, sexually degrading words used to describe an individual, and suggestive or obscene letters, notes, or invitations.
- Physical conduct includes touching, groping, assault, or blocking movement.

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

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

Incidents of potential injury to an employee require documentation for liability purposes and worker's compensation claims. Therefore, the facility will maintain these incident reports for at least three (3) years. In addition, the Labor Management Committee will be able to review incident reports with all identifiers removed to identify potential trends and the development and improvements to facility-based safety plans. Certain incidents may require resident-specific care treatments, such as two-person care or other approaches to protect employees and the resident. These instances will be developed as needed on a case-by-case basis. The Employer may also consider reassignment of an employee when the employee is regularly faced with harassing or abusive conduct, as staffing allows. Employees should report concerns of harassing or abusive behavior to their supervisor.

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

SECTION 26.2: 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, materials, or equipment to meet operational needs, employee work responsibilities, and resident safety, the employee will report the situation immediately to their supervisor and/or their department

head, If insufficiencies are found to have occurred, the Employer will address the insufficiency in a timely manner.

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 26.3 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. For tuberculosis (TB), some employees may be required to receive chest x-rays in lieu of vaccination; the Employer will reimburse the cost of the x-ray.

ARTICLE 27: STAFFING

The Employer shall make best efforts to provide adequate staff for employees to perform their job duties. Employee(s) who have concerns about staffing or workloads on a given shift, day, or unit, or on an ongoing basis, are encouraged to speak directly with their supervisor. The supervisor shall respond to such concerns as promptly as possible.

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

It is understood that staffing levels may be a relevant consideration in determining whether and what disciplinary action is appropriate, based on the specific circumstances. Concerns or disputes arising under this Article are not subject to the grievance or arbitration process provided for in this Agreement.

ARTICLE 28: 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. Publicly disavow such action by the workers;
2. Notify the workers of its disapproval of such action and instruct them to cease such action and return to work immediately;
3. Post notices on Union bulletin boards advising that it disapproves such action and instructing workers 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 29: NOTICE OF SALE

If a facility is to be sold, assigned, leased, or transferred to a new employer ("The Successor Operator"), the following shall apply.

- **Notice of Existence of CBA:** When the Employer's notification to Union requirement described below is triggered per a qualified transaction, the Employer shall notify the prospective new owner, assignee, lessee, or transferee successor in writing of the existence of this Collective Bargaining Agreement ("CBA") and provide a copy.
- **Notice of Sale:** The Employer shall notify the Union in writing, at least 90 calendar days prior to the effective date of such transaction, subject to federal and state laws and regulations regarding the notice of sale. Such notice shall include the name and address of The Successor Operator. Upon request from the Union, Employer shall promptly meet with representatives of the Union to bargain over the effects of the transaction.
- **Continuity of Employment:** The Employer will urge the Successor Operator to make employment offers to All Unit Members currently at the facility including those who are subcontracted.
- **Collective Bargaining Agreement Continuation**: The Successor Operator has no obligation to continue the existing Collective Bargaining Agreement. However, the Successor Operator may exercise an option to continue the Collective Bargaining Agreement for any amount of time up to its present expiration date.
- **National Labor Relations Act Obligations:** Per the National Labor Relations Act, if a majority of the Successor Operator's workforce in represented classifications, as described in this Agreement, consists of the Employer's bargaining unit employees, they must recognize the Union as the exclusive collective bargaining agent of the unionized employees and, following the effective date of the transaction, they shall have an obligation to bargain a successor CBA in good faith. The Successor Operator may bargain prior to the effective date of the transaction.

- **Benefits:** The Successor Operator is not required to offer the same benefits as the Employer, including medical insurance, dental insurance, vision insurance, 401k or retirement plans, group life plan, disability insurance programs, and vacation or sick leave. However, the Employer shall encourage the Successor Operator to make best efforts to: (1) offer a medical insurance plan that is comparable in coverage and cost to the Employer's plan, and (2) offer a comparable total accrual rates for time off as the total time off accrual rates for vacation and sick leave contained in this Agreement. Additionally, the Employer and Successor Operator shall make a good faith effort to maintain employees' leave balances through the transition rather than paying out their leave prior to the effective date.
- **Lack of Purchaser:** In the event the Employer is unable to find a purchaser that is willing to purchase the facility under the terms and conditions specified herein, the Employer shall notify the Union. Upon notifying the Union, the Parties shall meet as soon as is reasonably possible, but no later than ten (10) business days, to discuss the potential adjustment of this provision.

No Liability for Successor Breach: The Employer shall have no responsibility or liability for any breach of the provisions of this Article by the Successor Employer.

ARTICLE 30: COLLECTIVE BARGAINING AGREEMENT TRAINING

The Parties will schedule an in-person or virtual joint CBA Training at each facility for management and for bargaining unit employees. If the Parties agree, they may conduct separate trainings for management and bargaining unit employees. The Parties will use their best efforts to include representatives from the Employer, SEIU 775, and each facility-based Union Advocate. Also, the Parties will invite a Health Care Services Group representative to participate when contracted by the Employer. The one-time training session will be completed

in one (1) hour. The Employer will compensate four (4) union members for the scheduled training. The purpose of this training shall be to review language within this Agreement that reflects the following:

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

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

ARTICLE 31: TERM 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 July 31st, 2027, 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.

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

FOR SEIU 775:

Sterling Harders, President of SEIU 775

Date

FOR EVERGREEN HEALTHCARE GROUP:

Cindy Cour, Vice President of Human Resources

Date

APPENDIX A WAGE SCALE:

MISSOULA WAGE SCALE EFFECTIVE JULY 16, 2025

Classification	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Cert. Nursing Aide CNA/NAC/Shower Aide	$20.00	$20.45	$20.86	$21.28	$21.70	$22.14	$22.58	$23.03	$23.49	$23.96	$24.44
NAT (CNA - $1)	$19.00										
PCA (CNA - $1)	$19.00	$19.45	$19.86	$20.28	$20.70	$21.14	$21.58	$22.03	$22.49	$22.96	$23.44
Restorative Aide (CNA + $1)	$21.00	$21.45	$21.86	$22.28	$22.70	$23.14	$23.58	$24.03	$24.49	$24.96	$25.44
Hospitality Aide/Dietary Aide/Maintenance Assistant/Activities Assistant/Transport Driver/Housekeeping/Laundry Aide	$17.00	$17.38	$17.77	$18.17	$18.58	$19.00	$19.43	$19.87	$20.31	$20.77	$21.24
Cook	$18.00	$18.41	$18.82	$19.24	$19.68	$20.12	$20.57	$21.03	$21.51	$21.99	$22.49

Step Increases:	~2.25%

For NAT, PCA, and Restorative Aide Positions, the Step Increases are approximately 2.25% but the scales have been developed by subtracted or adding a fixed value from the CNA position.

MISSOULA WAGE SCALE EFFECTIVE AUGUST 1, 2026

Classification	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Cert. Nursing Aide CNA/NAC/Shower Aide	$20.15	$20.60	$21.06	$21.48	$21.91	$22.35	$22.80	$23.26	$23.72	$24.20	$24.68
NAT (CNA - $1)	$19.14										
PCA (CNA - $1)	$19.14	$19.57	$20.03	$20.45	$20.88	$21.32	$21.77	$22.23	$22.69	$23.17	$23.65
Restorative Aide (CNA + $1)	$21.15	$21.63	$22.09	$22.51	$22.94	$23.38	$23.83	$24.29	$24.75	$25.23	$25.71
Hospitality Aide/Dietary Aide/Maintenance Assistant/Activities Assistant/Transport Driver/Housekeeping/Laundry Aide	$17.12	$17.51	$17.90	$18.31	$18.72	$19.14	$19.57	$20.01	$20.46	$20.92	$21.39
Cook	$18.13	$18.54	$18.96	$19.38	$19.82	$20.27	$20.72	$21.19	$21.66	$22.15	$22.65

Step Increases:	2.25%

For NAT, PCA, and Restorative Aide Positions, the Step Increases are approximately 2.25% but the scales have been developed by subtracted or adding a fixed value from the CNA position.