Collective Bargaining Agreement

between

SEIU 775

and

Valley View

Effective February 5, 2026 – February 28,

CONTENTS

PREAMBLE

This Collective Bargaining Agreement (hereafter "Agreement") is made and entered into by and between Valley View Skilled Nursing and Rehabilitation, 4430 Talbot Road South, Renton, WA 98055 (hereafter "Employer") and SEIU 775 (hereafter "Union"), collectively referred to herein as the "Parties."

ARTICLE 1: INTENT & PURPOSE

Section 1.1 It is the mutual intent and purpose of the parties to establish an entire agreement between the Employer and Union concerning rates of pay, hours of work, and such other terms and conditions of employment as are expressly covered by the provisions in this Agreement.

Section 1.2 It is the desire, purpose, and intent of the Employer and Union to establish a practical and sound business and economic relationship and orderly, peaceful, harmonious, respectful, and cooperative relations between the Employer, its employees, and the Union; to foster an atmosphere of trust, respect, and civility between the Employer, its employees, and the Union; to encourage an open dialogue with each other regarding issues relevant to the employees' work environment; to promote conditions of employment that contribute to the safety of employees and the protection of the Employer's property; to promote the efficiency, profitability, growth, and competitiveness of the Employer's operation and the opportunity for steady employment by continually improving the quality of the Employer's operations to exceed the ever-increasing expectations of the residents, patients, or their families; and to achieve uninterrupted operations and the highest levels of efficiency, productivity, and employee performance consistent with safety, health, and best efforts. The Employer and Union agree that they will individually endorse, support, and collectively cooperate with one another in the pursuit of these purposes and objectives.

Section 1.3 The Parties agree that when an employee's work duties bring him/her into contact with any residents, patients, or their families, the employee will be cooperative and do their utmost to present the best possible positive image of the Employer. Employees, supervisors,

and managers shall treat each other (and all residents, patients, families, and other visitors and vendors) with dignity and respect.

ARTICLE 2: RECOGNITION

Section 2.1 The Employer recognizes the Union as the exclusive representative for purposes of collective bargaining with respect to rates of pay, hours of work, and other terms and conditions of employment for employees employed by the Employer at its facility located at 4430 Talbot Road South, Renton, WA 98055, in the following job classifications: all regular full-time, part-time, and on-call cooks, dietary aides, housekeepers, laundry aides, licensed practical nurses (LPN), medical records assistants, certified nursing assistants (CNA), lead certified nursing assistants, hospitality aides, registered nurses (RN), and restorative aides; and excluding all other employees including all dietitians, physical therapists, occupational therapists, speech/language pathologists, receptionists, all administrative and office clerical employees, doctors, other professional employees, guards and supervisors as defined in the National Labor Relations Act.

Section 2.2 Whenever the word "employee" is used in this Agreement, it shall mean those employees in the bargaining unit covered by this Agreement as set forth in Section 1 above.

ARTICLE 3: PROBATIONARY PERIOD

All newly hired employees who are covered by this Agreement, whether or not previously employed by the Employer, shall be deemed probationary employees and shall be subject to a probationary period for their first ninety (90) calendar days of employment commencing with their first day of work. The Employer in its sole discretion may extend the initial probationary period up to an additional ninety (90) days with a written explanation of the reason(s) for any such extension to the employee and Union. The Employer will not routinely extend the probationary period of newly hired employees as a standard practice.

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

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

Notwithstanding any other provisions in this Agreement, the Employer may discipline and/or discharge any probationary employee in its sole and absolute discretion at any time during their probationary period, and no action of the Employer with respect to any probationary employees shall be subject to the grievance and arbitration provisions of this Agreement. Probationary employees have the same rights as non-probationary employees in regard to representation during the investigatory and disciplinary process, as described in Article 19 of this Agreement.

ARTICLE 4: NO DISCRIMINATION

SECTION 4.1: GENERAL PROVISIONS

There shall be no discrimination by the Employer or the Union of any kind against or in favor of any employee on account of their race, religion, sex, color, national origin, immigration or citizenship status, age, disability, medical condition, sexual orientation, gender identity or expression, marital status, genetic information or predisposition, military service, veteran status, pregnancy, child birth and related medical conditions, or any other classification protected by federal, state, or local laws or ordinances. All employees must be able to perform all of the essential functions of their job(s), with or without reasonable accommodation.

SECTION 4.2: INVESTIGATIONS

Complaints of discrimination or harassment reported to the Employer will be treated as confidentially as possible, provided that such confidentiality does not impede the Employer’s ability to conduct a thorough investigation. After the Employer has competed its investigation, the Employer will meet with the employee who made the complaint to discuss the results of the investigation, while respecting the confidentiality of other employees, residents, patients, visitors, vendors, independent contractors, or other persons doing business with the Employer.

SECTION 4.3: OTHER CLAIMS

If any employee(s) should file any charge, action, claim, or lawsuit against the Employer alleging any type of discrimination (including harassment) prohibited by any federal, state, or local law, regulation, or ordinance, no grievances or demands for arbitration under this Agreement may be filed or maintained by the Union or any such employee(s) based on the Employer's actions that are the subject of the discrimination charge, action, claim, or lawsuit, or alleging that the Employer's actions that are the subject of the discrimination charge, action, claim, or lawsuit also violate this Article.

ARTICLE 5: MANAGEMENT RIGHTS

Section 5.1 Except as expressly and specifically limited or modified by the provisions of this Agreement, all rights, powers, and authority possessed by the Employer prior to the signing of this Agreement are reserved and retained by the Employer and remain exclusively within the rights, powers, and authority of management. Such rights of management include, but are not limited to, the sole, exclusive, unilateral right, power, and authority to plan, direct, and control all operations; to open, close, or change units; to determine the nature, type, methods, and standards of resident care and services to be provided and performed; to hire, promote, assign, transfer, or lay-off employees; to demote, discipline, suspend, or discharge employees for just cause; to increase or decrease the size of the work force; to determine the work schedules, locations, and standards; to determine the number, size, and staffing of shift(s); to determine the starting and ending times of shift(s), breaks, and meal periods; to determine the hours of work per day or per week and the number of straight-time or overtime hours to be worked; to determine the standards of quality and quantity of work; to assign work duties on straight- time and overtime work in accordance with its determination of the needs of the respective jobs and operations; to determine the materials, equipment, machinery and supplies to be used; to introduce new methods or techniques; to determine the number of employees assigned to any job classification or any work assignments; to determine all procedures used; to determine the layout of the facility and the size and character of its inventory; to determine work rules,

policies, procedures, handbooks, regulations, and practices for the purpose of achieving an orderly, efficient, and safe operation and for imposing discipline for behavior that fails to conform to the Employer's expectations, and for rewarding behavior that benefits the Employer's objectives and/or for instilling or maintaining positive morale; to determine the need for and type of technological changes to be implemented; to determine the location of the facilities; to determine, change, or improve the physical condition of its facilities; to move, contract out, subcontract, close, sell, lease, or liquidate part or all of its operations; to lay off or terminate its employees in connection with said moving, closing, contracting out, subcontracting, selling, leasing, or liquidating; to determine, modify, change, add to or delete job classification(s) and the content and qualifications for job classification(s); to determine all qualifications for all jobs; and to determine any and all other matters for the economical and efficient operation of the Employer's business. The word "determine" as used in this Article refers to and includes such actions by the Employer as establishing, fixing, implementing, enforcing, changing, modifying, altering, and/or abolishing, in whole or in part, any and all rights, powers, functions, interest, authority and prerogatives reserved and retained by the Employer as set forth above, or as otherwise reserved and retained by the Employer pursuant to the provisions of this Article.

Section 5.2 The rights, powers, and authority of management specifically mentioned in this Agreement are not intended as limitations, and do not list or limit all such rights, powers, and authority reserved and retained by the Employer. Rather, except to the extent expressly and specifically limited or modified by a specific term(s) of this Agreement, the rights, powers, and authority listed above, together with all other rights, powers, and authority of the Employer possessed by the Employer prior to the signing of this Agreement, but not specifically set forth in this Agreement, are reserved and retained by the Employer, remain vested exclusively in the Employer, and the Employer may unilaterally exercise such rights without bargaining of any kind whatsoever.

Section 5.3 It is expressly understood that the Employer has the sole, exclusive, unrestricted,

unilateral right to establish, change, maintain, and enforce rules, regulations, policies, procedures, handbooks, and practices to assure the orderly, safe, and/or efficient operation of the Employer; to impose discipline for behavior that fails to conform to the Employer's expectations, as defined solely by the Employer; to reward Employees for behavior that, in the sole opinion of the Employer, has benefited the business, and/or to improve morale, so long as such rules, regulations, policies, and practices do not conflict with a specific provision(s) of this Agreement. Nothing in this Section shall be interpreted as requiring the Employer to post or distribute verbal or written orders, instructions, directions, practices, procedures, or explanations that are part of the normal, routine managerial functions involving day-to-day operational matters. The Employer will notify employees of any changes to work rules or policies that could result in their discipline or termination by posting or distributing (including electronic posting or distribution) the changes to such work rules or policies as soon as practical.

Section 5.4 The Employer has the right to subcontract any bargaining unit work provided that such does not result in the layoff of any bargaining unit employees. The Employer also has the right to subcontract any bargaining unit work that does result in the layoff of bargaining unit employees provided that the subcontractor agrees to be bound by and comply with the terms of this Agreement. While the Employer at its option may elect to bargain over the terms of employment applicable to employees of a subcontractor, the Employer shall have no responsibility for the subcontractor complying with the terms of this or any successor Agreement and the Union agrees to hold the Employer harmless from any claims brought against the Employer because of any actions of the subcontractor. The Employer will notify the affected employees and Union of its decision to subcontract work at least fifteen (15) days prior to the work being subcontracted, unless the Employer needs to subcontract the work sooner or immediately in order to meet its business needs, in which case it will provide as much advance notice as is practicable under the circumstances. Upon request of the Union, the parties will engage in effects bargaining regarding any subcontracted work.

Section 5.5 Nothing in this Agreement shall restrict in any way the Employer's right to have supervisors, managers, and other non-bargaining unit employees (including RNs) perform work normally performed by bargaining unit employees on a temporary intermittent basis to fill in for bargaining unit employees who are absent from work or to meet a specific patient or resident care need or requirement.

Section 5.6 The Employer's failure to exercise any right hereby reserved to it, or its exercise of any right in any particular way, or its failure to exercise its full right of management or its exclusive discretion on any matter, shall not constitute a waiver by the Employer of any such right or preclude the Employer from exercising the same right to its fullest extent at a later date and/or in some other way not in conflict with the specific, express terms of this Agreement, nor shall it constitute a precedent or be binding on the Employer in any respect, including any grievance or arbitration. Except to the extent expressly abridged by a specific provision of this Agreement, the above-recited, expressed and/or implied management rights are exclusively the rights of management.

Section 5.7 The Employer's right of management shall not be amended, limited, or abridged by any claimed custom, past practice, or unwritten informal agreement, or by any claim that the Employer has condoned or tolerated any practice or any conduct, unless otherwise specifically enumerated in some specific, express term of this Agreement. Except to the extent expressly abridged by a specific provision of this Agreement, the above-recited, expressed and/or implied management rights are exclusively the rights of management.

Section 5.8 This Management Rights Article shall survive the expiration of this Agreement and shall remain in full force and effect during any period of time in which the Parties are continuing to negotiate for a renewal agreement.

ARTICLE 6: UNION MEMBERSHIP AND VOLUNTARY ASSIGNMENT OF WAGES

SECTION 6.1: MEMBERSHIP

All employees covered by this Agreement shall, as a condition of continued employment, either

become members of the Union and pay to the Union the periodic monthly dues uniformly required of all Union members, or pay to the Union a monthly service fee equal to the periodic monthly dues uniformly required of Union members. The Union shall certify to the Employer the amount that constitutes periodic monthly dues or said service fees.

All employees who at the time of the signing of this Agreement were not members of the Union and all employees who are hereafter employed shall either become members of the Union and pay to the Union the periodic monthly dues uniformly required of all Union members, or pay to the Union a monthly service fee equal to the periodic monthly dues uniformly required of Union members after thirty-one (31) calendar days following the beginning of their employment. Dues deduction authorizations and membership cards shall be available at hire. The first deduction of dues shall be made from the first paycheck following the first full pay period after the Employer receives either: (1) the employee's signed authorization; or (2) a notification from the Union affirming such authorization has been obtained, provided the Union agrees to indemnify and hold the Employer harmless for any claims arising from erroneous deduction, and shall be sent to the Union via upload to the shared secure upload folder provided by the Union within fourteen (14) calendar days of hire and/or signature of the employee.

For the purposes of this Article, an employee shall be considered in good standing if the employee tenders periodic dues equal to that uniformly required by the Union as a condition of membership, or pays the Union a monthly service fee equal to the periodic monthly dues uniformly required of Union members.

The Union shall make available to all employees membership in the Union on the same terms and conditions generally available to other employees and shall not discriminate in any manner as to membership. Membership in the Union is not compulsory, and is a matter separate and distinct from an employee's obligation to share equally in cost of administering and negotiating this Agreement. All employees have the right to join, not join, maintain, or drop their membership in the Union as they see fit, but must, in all cases, comply with Sections 1 and 2 by

tendering monthly dues or monthly fair share service fees as appropriate. The Union acknowledges that it is required under the Agreement to represent all employees in the collective bargaining unit without regard to whether or not the employee is a member of the Union.

SECTION 6.2: DISCHARGE FOR FAILRUE TO MEET OBLIGATIONS

An employee who has failed to become or maintain membership in good standing as required by this Article shall, within thirty (30) calendar days following the Employer's receipt of a written demand from the Union requesting their discharge, be discharged if, during such period, the required dues and initiation fees have not been tendered.

SECTION 6.3: PAYROLL DEDUCTIONS

6.3.1: DUES DEDUCTIONS

The Employer shall deduct dues from the pay of each member of the Union who voluntarily executes a wage assignment authorization form, as provided by the Union. When filed with the Employer, the authorization form will be honored in accordance with its terms. Dues deductions will be transmitted to the Union by ACH payable to its order, no later than ten (10) calendar days after the last pay date of the month for which the dues were deducted.

6.3.2: COPE DEDUCTIONS

Upon receipt of signed authorization of the employee, the Employer agrees to deduct from the pay of each employee a voluntary amount designated for the Committee on Political Education (COPE) contributions. COPE deductions will be transmitted to the Union by ACH payable to its order, no later than ten (10) calendar days after the last pay date of the month for which the COPE were deducted.

Such deduction shall remain in effect unless otherwise noted by the Union.

SECTION 6.4: BARGAINING UNIT INFORMATION – ROSTER AND REPORT

The Employer shall collect and provide the Union with a list of all employees covered by this

Agreement at the same time as the Dues and COPE payment is transmitted.

The list shall be complete and include:

- Employee EIN
- First Name
- Last Name
- Employee ID
- Social Security Number
- Date of Birth
- Address Line 1
- Address Line 2
- City
- State
- Zip Code
- Cell Phone
- Phone
- Primary Email
- Job Title
- Hire Date
- Pay Date
- E/D/T Code
- Dues Amount Deducted

- Actual Hours Worked
- COPE

The Employer shall provide this list in a common electronic format/template agreed upon by the Employer and the Union. The Employer and the Union will agree upon a file name in which the Roster/Report is named. If the Employer desires to change the agreed upon format, the Employer shall give the Union at least thirty (30) days' notice. During that time the Union and Employer shall meet to discuss the change.

The Employer will use best efforts to reconcile the dues amounts in the Roster with the dues payment(s) remitted to the Union. The Union prefers to receive the same file for both the Dues Report and the Employee Roster, however, if the Employee Roster and Dues Report are submitted as separate reports, both reports must have a corresponding record, cover the same period, and must contain the following identical information:

- Employee number
- First Name
- Last Name
- Social Security Number

The Employer agrees to only transmit rosters and reports through the mutually agreed upon secure electronic format.

SECTION 6.5: DATA SECURITY

The Employer shall continue to comply with applicable state and federal laws regarding the security and confidentiality of personally identifiable information (PII) and will make reasonable efforts to maintain commercially reasonable safeguards to protect such information. This provision is not subject to the grievance or arbitration process except in cases of willful neglect or violation of clearly established law.

SECTION 6.6: IDEMNIFICATION

The Union agrees that it will indemnify and hold the Employer harmless from and against any and all claims, losses, demands, damages, suits, penalties, costs, expenses, attorneys' fees, or liabilities of any type whatsoever that may arise out of, or by reason of, any action taken by the Employer in complying with any aspect of this Article, including, but not limited to, the Employer's termination of any employee pursuant to the Union's request.

ARTICLE 7: VISITATION

The Union will designate in writing to the Employer the names Union officials or representatives who will be primarily responsible for this bargaining unit. 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.

The Union will use its best efforts to provide the Facility's Administrator or designee with twenty-four (24) hours' notice 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 shall include the proposed date and time of the visit, the nature or reasons for the visit, and the names of any employees he/she may wish to meet or speak with during the visit, if applicable. All such visitation requests must be approved by the Employer and such requests will not be unreasonably denied. Visitation shall be limited to non-patient/resident care areas of the facility and shall not interfere with any employees in the performance of their job duties. Upon entering the facility, the Union representative will notify the Administrator or designee. The Employer may limit access to certain areas of the facility in its sole discretion. At all times while on the Employer's property or premises, the Union representative will: (1) conduct themselves in a civil manner; (2) comply with all rules, policies, and procedures of the Employer; and (3) follow the instructions and directions of the Employer. If any Union representative fails to comply with any of the requirements in this Section, the

Employer may require them to leave the Employer's property immediately.

If the designated Union representative wishes to speak or meet with an employee (who has been previously identified in Section 2 above), the Employer may release the employee from duty in the Employer's sole discretion. The Employer will provide a place where such a meeting may be held in private. The Employer will not pay the employee for any time spent away from their job to participate in such discussions. Only one (1) employee may be so released from work at a time, and no employee will be permitted to be absent from their work area for such purposes for more than twenty (20) minutes.

ARTICLE 8: UNION ADVOCATES

The Union shall have the right to designate up to a maximum of three (3) Advocates. The Union shall designate the shift and/or area(s) that each Advocate will be responsible for. The Union shall notify the Employer in writing of the Advocates' designation (including the name of each Advocate and the shift(s) and/or area(s) they will be responsible for). At least two (2) of the Advocates must be full-time bargaining unit employees of the Employer, and all Advocates must be assigned to the respective shifts and/or areas that each represents. The Employer will only recognize Advocates who have been so designated in writing by the Union.

Advocates shall conduct all Union business, including the investigation and processing of grievances, only during their breaks, lunch periods, and before or after their shifts. Advocates shall not be paid by the Employer for any time they spend conducting Union business. At no time shall an Advocate interfere with or interrupt resident or patient care, the Employer's operations, or any other employees who are working. An Advocate will not leave their work area or enter into another work area to perform any Union duties without the prior permission of the supervisor(s) responsible for the respective work areas.

Designation of an employee as an Advocate does not affect that employee's responsibility and obligation to devote their working time entirely to performing productive work for the Employer's business operations, unless the Advocate is serving as a Union representative during

their shift.

An Advocate representing a grievant will be released from work without pay for the purposes of attending and/or participating in a grievance meeting with the Employer and/or an arbitration hearing. To qualify for release from work, the Advocate must notify their supervisor at least five (5) business days in advance of the time they want off. If from the date that a grievance meeting is scheduled there are less than five (5) business days left before the meeting, then the Advocate must notify their supervisor immediately after the grievance meeting is scheduled of their need to be off work to attend the meeting. The Advocate will be excused from work only for the time they are actually needed at the meeting or arbitration hearing, including reasonable travel time to and from the meeting or hearing.

An Advocate will be released from work with pay, and without the requirement of any advance notice to the Employer, for the purpose of serving as a representative when so requested by an employee, during an investigatory meeting.

ARTICLE 9: BULLETIN BOARD

The Employer will provide the Union with one (1) bulletin board (measuring 24 inches by 36 inches) in a location readily accessible to bargaining unit employees for the purpose of communicating information regarding official Union business, Union meetings, and other Union business related to the administration of this Agreement. All materials posted on this bulletin board must be dated and signed by an appropriately designated Union official or representative. A copy of all materials to be posted must be provided to the Employer prior to being posted. Posted materials shall not be intentionally misleading, contain intentional misstatements, or disparage the Employer or its officers, agents, employees, residents, patients, or vendors. The Employer reserves the right to remove any materials from this bulletin board that violate this Article, are inappropriate, or are not related to the administration of this Agreement.

ARTICLE 10: ORIENTATION

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

One (1) Union advocate (or a Union representative if no Union advocates are available) will be afforded the opportunity to meet with newly hired bargaining unit employees for twenty (20) minutes at the orientation, or within their first thirty (30) days of employment (if unable to attend the orientation). This meeting will be paid time. During this orientation meeting the Union advocate (or a Union representative if no Union advocates are available) shall not make any disparaging comments about the Employer.

The Union shall be solely responsible for providing newly hired bargaining unit employees with Union membership and dues authorization forms and for collecting those completed forms from newly hired bargaining unit employees. The Union and/or its advocates are responsible for providing the Employer with the originals or legible copies of all Union membership and dues authorization forms signed by each bargaining unit employee from whom the Employer is obligated to deduct and remit Union dues or other voluntary contributions.

ARTICLE 12: LABOR-MANAGEMENT COMMITTEE

The Employer recognizes the value of communication and input from its employees. Therefore, to nurture and encourage this communication, a Labor Management Committee shall discuss issues of concern and importance. Each Party may submit items for discussion at a LMC Meeting. The Employer and the Union shall designate their LMC members, and the LMC membership may vary from meeting to meeting based on the agenda items or other reasons. The LMC will have an equal number of supervisors and bargaining-unit employees or Union representatives. The Employer will pay up to three (3) bargaining-unit employees for participating in the meeting, but no more than two (2) hours. Additional bargaining-unit employees may voluntarily attend on unpaid time.

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, or participant availability.

Employee committee members shall be paid for attendance at their straight-time hourly rate. Topics for discussion at the LMC 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
- Attendance
- Customer Service

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

Union Advocates who attend Labor Management Committee meetings during their regularly scheduled shift while on duty shall be paid for the time they spend in the meeting up to a maximum of two (2) hours. The Parties may mutually agree to extend the meeting time and the maximum amount paid to each Union Advocate for the meeting that has been extended.

ARTICLE 12: DEFINITIONS

SECTION 12.1: FULL-TIME EMPLOYEES

Full-time employees are defined as employees who are regularly scheduled to work and regularly work at least thirty (30) hours or more per week or sixty (60) hours or more per bi-weekly pay period. After successfully completing their probationary period, regular full-time employees are eligible for the benefits set forth in this Agreement.

SECTION 12.2: PART-TIME EMPLOYEES

Part-time employees are defined as employees who are regularly scheduled to work and regularly work less than thirty (30) hours per week, but at least twenty (20) hours or more per week or forty (40) hours or more per bi-weekly pay period. Unless specifically stated in this Agreement, part-time employees shall not be eligible for benefits provided to full-time employees under this Agreement. Nothing in this provision limits the Employer's obligation to comply with applicable federal, state, or local laws.

SECTION 12.3: ON-CALL (CASUAL OR PRN) EMPLOYEES

ON-Call (Casual or PRN) employees are defined as employees who work on an intermittent or as needed basis, but who do not have a regular schedule. Unless specifically stated in this Agreement, On-Call (Casual or PRN) employees shall not be eligible for benefits provided to full-time employees under this Agreement. Nothing in this provision limits the Employer's obligation to comply with applicable federal, state, or local laws.

SECTION 12.4: TEMPORARY EMPLOYEES

A temporary employee is hired for a specific, limited period of time not to exceed ninety (90) consecutive days. Temporary employees can be full-time or part-time depending upon the Employer's needs. Temporary employees are not members of the bargaining unit and have no rights under this Agreement. Temporary employees are not entitled to any benefits under any of the provisions of this Agreement other than benefits required by federal or state law.

ARTICLE 13: SENIORITY

SECTION 13.1: DEFINITION OF SENIORITY

Seniority shall be defined as an employee's length of continuous uninterrupted service with the Employer in the bargaining unit, commencing with the original date on which the employee first began work in a bargaining unit position at Valley View or its predecessors. Probationary employees shall not accrue seniority during their probationary period, but after the successful completion of their probationary period the employee's seniority shall commence from their first day of work in a bargaining unit position. Seniority shall accrue and not be lost during any paid time off (PTO) and during any approved leave of absence. An employee shall not accrue seniority while on layoff or on an unpaid leave of absence in excess of twelve (12) weeks consistent with the FMLA or Washington State Paid Family Leave.

An employee's Bargaining Unit seniority shall consist of the length of time employed at Valley View Health and Rehab, or its predecessors. An employee's Classification seniority shall consist of the length of time an employee has worked continuously in a specific job classification within a department.

SECTION 13.2: TERMINATION OF SENIORITY

An employee shall lose their seniority and the employment relationship will be terminated for the following reasons:

a. Voluntary quit or resignation

b. Retirement;

c. Discharged for just cause;

d. Two (2) consecutive work days of no call/no show without a valid medical reason or absent extraordinary circumstances;

e. Laid off for a period of twelve (12) months or for a period exceeding the length of the

employee's continuous service, whichever is less;

f. Failure to report to work after a layoff within five (5) calendar days after receipt of written notice of recall or ten calendar (10) days after written notice of recall is sent to the last address provided by the employee;

g. Failure to return to work following the end of a leave of absence;

h. Accepting other employment while on an authorized leave of absence without the express written consent of the Employer; or

i. Transferred or promoted to a position outside the bargaining unit covered by this Agreement.

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

ARTICLE 14: JOB POSTING AND PROMOTIONS

SECTION 14:1: VACANCIES (OPEN POSITIONS)

The Employer shall decide in its sole discretion when and if a job vacancy exists in a bargaining unit position and whether or not any such job vacancy should be filled on a full-time or part-time or temporary basis. Until such time as the Employer declares that a job vacancy exists, the Employer has no obligation to post any open position(s).

When the Employer decides that a job vacancy exists in a bargaining unit position pursuant to Section 1 above, the Employer will post a notice announcing the job vacancy for a minimum of five (5) calendar days in a location readily accessible to bargaining unit employees. This job posting will identify the department, shift, job classification, and relevant education, experience, skills, or other qualification requirements for the job vacancy in question. If the Employer has openings for more than one job in the same classification, only one job posting is required (which will indicate the number of positions available).

For example, if the Employer determines that a full-time Evening Shift CNA position is available,

this position will be posted in accordance with this Article.

SECTION 14.3: POSTING

Bargaining unit employees are eligible to apply for a job posting if they have:

(1) completed their probationary period;

(2) are not on an approved leave of absence; and

(3) have not accepted a posted job vacancy within the past six (6) months (which the Employer may waive in its discretion).

These requirements do not apply to employees who want to apply for a job posting in their same job classification for the sole purpose of a shift change (e.g. from DAY to EVE).

All eligible employees interested in being considered for a posted job vacancy must apply for the job posting before it is removed by signing the posting in the Human Resources office. Employees who apply for the job posting, who meet all of the qualification and experience requirements for the job vacancy, and who possess all of the requisite skills and ability to perform the job will be considered for the job vacancy together with any other candidates or applicants from any other sources.

SECTION 14.4: HIRING

Job vacancies in bargaining unit positions will be awarded to the employee or applicant whom the Employer determines in its discretion is best qualified for the position based on the following factors:

(1) Skill and ability to perform the posted job

(2) Knowledge of the requirements of the posted job and meets all qualifications Experience in type of work involved in the posted job

(3) Prompt and regular work attendance, excluding any absences covered by the Washington State Paid Sick Leave law

(4) Observance of the Employer's rules and regulations and prior disciplinary record

(5) Ability to perform all of the essential functions of the job, with or without reasonable accommodation

Where the Employer determines that the above factors are relatively equal among two or more employees, the job vacancy will be awarded to the employee who has the greatest seniority within the department. The Employer may cancel a job posting at any time before it is filled.

SECTION 14.5: TRIAL PERIOD

The successful employee who is awarded a job vacancy will be given a trial period consisting of up to thirty (30) calendar days in the new position. During this trial period, the employee's work will be evaluated to determine whether the employee is able to perform at an acceptable level in the new position. If the Employer determines in its discretion that the employee will not be able to perform satisfactorily in the new position, the employee may be disqualified at any time during the thirty (30) calendar day trial period. An employee awarded a job vacancy in a new or different job classification may disqualify themself from that new position within the thirty (30) calendar day trial period. If a bargaining unit employee transfers to a non-bargaining unit position, the Employer is not required to hold a bargaining unit position for them or to return them to a bargaining unit position.

Any employee who is disqualified by the Employer or who disqualifies themselves within the thirty (30) calendar day trial period will be moved back to their prior position as long as that position has not been filled, or to another open position they the employee is qualified to perform. An employee shall not be permitted to apply for a job posting for any job vacancy in the same classification from which he/she/they was previously disqualified for a period of one (1) year, unless the employee can demonstrate to the Employer's satisfaction that they have fully remedied the causes of their disqualification.

In the event an employee is disqualified by the Employer or disqualifies themselves, the Employer may fill the job vacancy with the next best qualified candidate from the remaining employees who signed the original job posting, as determined by the Employer pursuant to Section 4 above, or any other candidates or applicants from any other source.

The Employer is always entitled to fill any vacancy with the best qualified candidate, including any employees who sign a job posting under this Article as well as any candidates or applicants from any other source.

ARTICLE 15: JOB ASSIGNMENTS & TEMPORARY TRANSFERS

Employees may be assigned to work in any job or position in their classification(s), and such job assignments may be changed, modified, rotated, or reassigned by the Employer at any time to achieve the Employer's desired objectives for productivity, efficiency, quality, safety, and cross-training. All job assignments will be made at the discretion of the Employer's managers and supervisors.

The Employer may temporarily transfer any employee from his/her/their current classification, or department to any other job assignment, classification, or department anywhere in the facility for a period of up to twenty (20) consecutive work days. Employees who are temporarily transferred will receive their regular rate of pay or the regular rate of pay for the job to which they are temporarily transferred, whichever is greater. Employees who are temporarily transferred to a job assignment in a different classification will be provided with such training as may be necessary for them to be able perform the specific job duties they are assigned.

ARTICLE 16: HOURS OF WORK AND OVERTIME

SECTION 16.1: WORK WEEK AND PAY PERIODS

The work week for payroll purposes and for determining overtime shall consist of seven (7) consecutive days beginning at 12:01 a.m. Sunday to Saturday at midnight. The Employer may change the starting point of the work week at any time during this Agreement. The payroll

period shall consist of two (2) consecutive weeks (14 days) with payment for hours worked made on a biweekly basis. The Employer may change to a weekly payroll period or a bi-monthly payroll period at any time during this Agreement. The Employer will provide at least fifteen (15) days' advance notice to employees before changing the starting point of the work week or the payroll period.

When a payday falls on a Holiday recognized in this Agreement, the distribution of paychecks and direct deposits will be done on the preceding day that is not a Holiday.

The Employer will correct any errors in paychecks within three (3) business days after an employee informs the Employer of the error and the Employer is able to validate the error. If the error involves an amount less than $25.00, it may be corrected by the next pay period after an employee informs the Employer of the error and the Employer is able to validate the error.

SECTION 16.2: WORKDAY

The regular workday for full-time employees who work eight (8) hour shifts normally consists of seven and one-half (7.5) hours plus a 30-minute unpaid meal period, and the regular work week for full-time employees who work eight (8) hour shifts normally consists of thirty-seven and one-half (37.5) hours plus two and one-half (2.5) hours of unpaid meal periods.

SECTION 16.3: PAYCHECK ERRORS

The Employer will correct any errors in paychecks within three (3) business days after an employee informs the Employer of the error and the Employer is able to validate the error. If the error involves an amount less than $25.00, it may be corrected by the next pay period after an employee informs the Employer of the error and the Employer is able to validate the error.

SECTION 16.4: MEAL AND REST PERIODS

Employees who work more than five (5) hours will be entitled to one (1) thirty (30) minute unpaid meal period. When staffing permits, two (2) fifteen (15) minute paid break periods will be provided for all employees during each eight (8) hour shift. Employees who work a shift of

less than eight (8) hours but at least four (4) or more hours will be entitled to one (1) fifteen (15) minute paid break period when staffing permits. The times of all meal periods and break periods will be determined by the Employer according to its operational needs. Employees will be paid for all hours worked in accordance with federal and Washington State wage and hour laws. In accordance with WAC 296-126-092, employees are entitled a minimum 30-minute uninterrupted unpaid meal period for any shift over five (5) hours. A second unpaid meal period will be provided for any shift exceeding ten (10) hours.

Employees are expected to take their scheduled rest and meal breaks unless operational circumstances temporarily prevent it. In such cases, the employee must notify their supervisor immediately, and the time will be paid in accordance with applicable law. No employee will be discouraged from taking required breaks, nor will they be disciplined for missing a break due to urgent resident care needs. Repeated or undocumented missed breaks may be subject to review to ensure compliance and resident safety.

Meal deductions will only be taken when the employee receives a full, uninterrupted 30-minute break. In cases where the break is interrupted or not taken, no deduction will occur.

SECTION 16.4: OVERTIME

Employees shall receive one and one-half (1.5) times their regular straight- time hourly rate of pay for all hours actually worked in excess of forty (40) hours in any work week. Only hours actually worked shall be considered as time worked in computing overtime. The Employer shall be the sole judge of the need for overtime, and all overtime work must be authorized and approved in advance by a supervisor or manager. There shall be no pyramiding or duplication of overtime pay for the same hours worked under any of the terms of this Article or Agreement.

SECTION 16.5: NEW OR CHANGING WORK SHIFTS

The Employer shall have the right to establish, maintain, modify, change, or discontinue all shifts and workweek schedules, as well as the starting and ending times of all shifts and workweek schedules, so as to obtain the coverage it desires based on its operational needs. The

Employer shall determine the number of hours to be worked on each shift and each week by each employee according to the Employer's business needs, and it is understood that the Employer does not guarantee any employee any specified number of hours to be worked either per day, per week, per pay period, per year, or per a fixed schedule.

SECTION 16.6: REPORT PAY

An employee who reports for a shift they were scheduled to work and who is involuntarily sent home due to lack of work will be provided with a minimum of two (2) hours of work or two (2) hours of pay in lieu of work.

SECTION 16.7: SCHEDULING

Monthly work schedules will be posted no later than seven (7) calendar days prior to the start of the work schedule. Once schedules are posted, the Employer may revise, change, or supersede any work schedule at any time based on its operating needs. The Employer will notify affected employees of any schedule changes twenty- four (24) hours in advance, except in cases of unforeseen or emergency circumstance.

Bargaining unit employees may submit requests to work open shifts on the schedule. The Employer will fill open shifts on a fair and equitable basis with first preference given to employees who are scheduled to work the fewest hours in a given work week.

Employees in the same job classification may swap shifts with each other provided that such shift swap does not result in any increase in overtime hours for either employee. Employees who want to swap shifts must submit a written request to the Employer at least two (2) business days in advance and the request must be approved by the supervisors of both employees and/or the scheduling coordinator.

Employees are required to work both scheduled and unscheduled overtime when requested. The Employer shall endeavor to seek volunteers for overtime so far as is practical before mandating employees who will be required to work overtime. The Employer will offer voluntary overtime opportunities to bargaining unit employees on an equitable basis. If an

insufficient number of employees volunteer for the overtime needed, overtime will be mandated, provided that the Employer shall not require mandatory overtime as a normal staffing practice on a regular basis. In selecting which employees are mandated to work overtime, the Employer may take into consideration the fact that a particular employee may not be able to work overtime on a specific day due to reasonable extenuating circumstances such as fatigue, family care responsibilities, medical or other scheduled appointments that cannot be easily rescheduled, etc. When an unscheduled opening on a shift occurs, employees working on the shift immediately prior to the unscheduled open shift will be required to fill the open shift in inverse order of seniority on a rotating basis. If the Employer overlooks or fails to provide an employee with an overtime opportunity, the sole remedy will be to offer the employee the next available overtime assignment that the employee has the skill, ability, and qualifications to perform.

Employees may be required to work weekends, which are defined as Saturday and Sunday for all employees regardless of shift.

ARTICLE 17: HEALTH & SAFETY

SECTION 17.1: GENERAL

Since the Employer is governed by applicable federal, state and local health and safety laws, regulations, and standards, the Employer will make the final determination in all matters concerning health and safety.

SECTION 17.2: ANTI-HARASSMENT

The Employer is committed to providing a work environment free of unlawful harassment. In furtherance of this commitment, the Employer's policy against unlawful harassment applies to all employees, including supervisors and managers.

"Unlawful harassment" is conduct that has the purpose or effect of creating an intimidating, a hostile, or an offensive work environment; has the purpose or effect of substantially and

unreasonably interfering with an individual's work performance; or otherwise adversely affects an individual's employment opportunities because of the individual's membership in a protected class.

Unlawful harassment includes, but is not limited to, epithets; slurs; jokes; pranks; innuendo; comments; written or graphic material; stereotyping; or other threatening, hostile, or intimidating acts.

While all forms of harassment are prohibited, special attention should be paid to sexual harassment. "Sexual harassment" can include all of the above actions, as well as other unwelcome conduct, and is generally defined under both state and federal law as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature whereby:

1) Submission to or rejection of such conduct is made either explicitly or implicitly a term or condition of any individual's employment or as a basis for employment decisions.

2) Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, a hostile, or an offensive work environment.

3) Other sexually oriented conduct, whether intended or not, that is unwelcome and has the effect of creating a work environment that is hostile, offensive, intimidating, or humiliating to workers may also constitute sexual harassment.

4) While it is not possible to list all those additional circumstances that may constitute sexual harassment, the following are some examples of conduct that, if unwelcome, may constitute sexual harassment depending on the totality of the circumstances, including the severity of the conduct and its pervasiveness:

5) Unwanted sexual advances, whether they involve physical touching or not;

6) Sexual epithets; jokes; written or oral references to sexual conduct; gossip regarding one's sex life; comments about an individual's body; and comments about an individual's sexual activity, deficiencies, or prowess;

7) Displaying sexually suggestive objects, pictures, or cartoons;

8) Unwelcome leering, whistling, brushing up against the body, sexual gestures, or suggestive or insulting comments;

9) Inquiries into one's sexual experiences; and

10) Discussion of one's sexual activities.

11) Physical conduct including but not limited to sexual assault; grabbing, poking, pressing or intentionally brushing up against another person's body; blocking someone's movement or invading their space; touching someone's breast, buttocks, or between their legs; or any other unwanted and intentional physical contact.

12) Visual conduct including but not limited to: leering; sexual gestures; displaying of sexually suggestive objects, pictures, cartoons, posters, screen-savers, or websites.

13) Verbal conduct including but not limited to: sexually derogatory comments, epithets, slurs and jokes; verbal abuse of a sexual nature; graphic verbal comments about an individual's body; derogatory comments related to gender or stereotypical gender roles; subtle or obvious pressure for unwelcome sexual activities; sexually suggestive or obscene letters, notes, emails, or texts; conversations, stories, comments or jokes about a person's sexuality or sexual experience; unwelcome questions about a person's sexuality or gender identity or expression.

14) Asking a co-worker on a date multiple times if the request was unwelcome;

15) Verbal abuse or joking concerning a person's gender characteristics such as vocal pitch, facial hair or the size or shape of a person's body.

16) Offering an employment benefit (such as a raise, bonus, promotion, assistance with one's career or better working conditions) in exchange for sexual favors, or threatening an employment detriment (such as termination, demotion, worse working conditions, or disciplinary action) when a person refuses to engage in sexual activity.

17) Sending sexually related, sexually derogatory, or sexually suggestive text messages, videos or messages via social media.

18) Physical or verbal abuse concerning an individual's gender or the perception of the individual's gender.

19) Making or threatening retaliatory action after receiving a negative response to sexual advances.

20) Hostile actions taken against an individual because of that individual's sex, sexual orientation, gender identity or expression, or the status of being transgender, such as:

21) Interfering with, destroying or damaging a person's work, workstation, tools or equipment, or other interference with the individual's ability to perform the job;

22) Ignoring or ostracizing them;

23) Yelling or name-calling.

24) Degrading comments in the form of sex stereotyping, which occurs when conduct or personality traits are considered inappropriate simply because they may not conform to other people's ideas or perceptions about how persons of a specific sex should act or

look.

Other actions not listed above could constitute sexual harassment and/or a violation of this Policy.

All employees should take special note that, as stated above, retaliation against an individual who has complained about sexual or other harassment and retaliation against individuals for cooperating with an investigation of sexual or other harassment complaints violate the Employer's policy.

All information, definitions of harassment, non-retaliation policy, and reporting procedures are contained in the Employer's employee handbook.

SECTION 17.3: INFECTIOUS DISEASES

When the Employer learns that a patient or resident has an infectious disease (other than the common cold or flu), the Employer will advise and direct those employees who are involved in providing care to such patient or resident as to the appropriate procedures they should follow in caring for such patient or resident. The Employer will pay for the cost of any tests that it requires employees to take.

SECTION 17.4: SAFETY EQUIPMENT AND SUPPLIES

All employees are required to comply with all of the Employer's safety rules, policies, and procedures at all times. Employees must follow all universal precautions and isolation precautions, and wear such protective clothing and PPE as required by the Employer, which the Employer will provide. Employees who intentionally, recklessly, or negligently violate the Employer's safety rules, policies, or procedures shall be subject to disciplinary action up to and including termination.

SECTION 17.5: ON-THE-JOB INCIDENTS AND INJURIES

Employees must notify the Employer immediately after they sustain a work-related injury or

illness. In a case where an employee does not realize right away that they have sustained a work-related injury or illness, such employee must notify the Employer immediately after they recognize that they have sustained a work-related injury or illness. All employees are encouraged to help identify any potential safety hazards (including situations involving residents and/or visitors who have exhibited a pattern of violent behavior) by promptly reporting such to the Employer, and they will not suffer any reprisals for doing so.

The Employer is committed to ensuring that employees are able to understand and access reporting procedures and injury or illness-related information. The Employer will make reasonable efforts, consistent with operational needs and applicable law, to communicate such information in a manner employees can understand.

The Employer does not maintain dedicated translation or interpretation services for employees. Nothing in this section is intended to require the Employer to provide or fund translation or interpretation services, except as required by applicable law.

The Employer acknowledges that the Union may, at its discretion, offer translation or interpretation resources to support its members. The use of such resources is voluntary and shall not delay reporting obligations, investigations, medical treatment, or other employment-related processes, and shall not create additional obligations or liability for the Employer.

This provision reflects the parties' shared intent to promote clear communication while preserving operational efficiency and compliance with applicable legal requirements.

ARTICLE 18: HEALTH & SAFETY

SECTION 18.1: GENERAL

Since the Employer is governed by applicable federal, state and local health and safety laws, regulations, and standards, the Employer will make the final determination in all matters concerning health and safety.

SECTION 18.2: ANTI-HARASSMENT

The Employer is committed to providing a work environment free of unlawful harassment. In furtherance of this commitment, the Employer's policy against unlawful harassment applies to all employees, including supervisors and managers.

"Unlawful harassment" is conduct that has the purpose or effect of creating an intimidating, a hostile, or an offensive work environment; has the purpose or effect of substantially and unreasonably interfering with an individual's work performance; or otherwise adversely affects an individual's employment opportunities because of the individual's membership in a protected class.

Unlawful harassment includes, but is not limited to, epithets; slurs; jokes; pranks; innuendo; comments; written or graphic material; stereotyping; or other threatening, hostile, or intimidating acts.

While all forms of harassment are prohibited, special attention should be paid to sexual harassment. "Sexual harassment" can include all of the above actions, as well as other unwelcome conduct, and is generally defined under both state and federal law as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature whereby:

1) Submission to or rejection of such conduct is made either explicitly or implicitly a term or condition of any individual's employment or as a basis for employment decisions.

2) Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, a hostile, or an offensive work environment.

3) Other sexually oriented conduct, whether intended or not, that is unwelcome and has the effect of creating a work environment that is hostile, offensive, intimidating, or humiliating

to workers may also constitute sexual harassment.

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7) Displaying sexually suggestive objects, pictures, or cartoons;

8) Unwelcome leering, whistling, brushing up against the body, sexual gestures, or suggestive or insulting comments;

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11) Physical conduct including but not limited to sexual assault; grabbing, poking, pressing or intentionally brushing up against another person's body; blocking someone's movement or invading their space; touching someone's breast, buttocks, or between their legs; or any other unwanted and intentional physical contact.

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body; derogatory comments related to gender or stereotypical gender roles; subtle or obvious pressure for unwelcome sexual activities; sexually suggestive or obscene letters, notes, emails, or texts; conversations, stories, comments or jokes about a person's sexuality or sexual experience; unwelcome questions about a person's sexuality or gender identity or expression.

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16) Offering an employment benefit (such as a raise, bonus, promotion, assistance with one's career or better working conditions) in exchange for sexual favors, or threatening an employment detriment (such as termination, demotion, worse working conditions, or disciplinary action) when a person refuses to engage in sexual activity.

17) Sending sexually related, sexually derogatory, or sexually suggestive text messages, videos or messages via social media.

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19) Making or threatening retaliatory action after receiving a negative response to sexual advances.

20) Hostile actions taken against an individual because of that individual's sex, sexual orientation, gender identity or expression, or the status of being transgender, such as:

21) Interfering with, destroying or damaging a person's work, workstation, tools or equipment, or other interference with the individual's ability to perform the job;

22) Ignoring or ostracizing them;

23) Yelling or name-calling.

24) Degrading comments in the form of sex stereotyping, which occurs when conduct or personality traits are considered inappropriate simply because they may not conform to other people's ideas or perceptions about how persons of a specific sex should act or look.

Other actions not listed above could constitute sexual harassment and/or a violation of this Policy.

All employees should take special note that, as stated above, retaliation against an individual who has complained about sexual or other harassment and retaliation against individuals for cooperating with an investigation of sexual or other harassment complaints violate the Employer's policy.

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SECTION 18.3: INFECTIOUS DISEASES

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SECTION 18.4: SAFETY EQUIPMENT AND SUPPLIES

All employees are required to comply with all of the Employer's safety rules, policies, and procedures at all times. Employees must follow all universal precautions and isolation precautions, and wear such protective clothing and PPE as required by the Employer, which the

Employer will provide. Employees who intentionally, recklessly, or negligently violate the Employer's safety rules, policies, or procedures shall be subject to disciplinary action up to and including termination.

SECTION 18.5: ON-THE-JOB INCIDENTS AND INJURIES

Employees must notify the Employer immediately after they sustain a work- related injury or illness. In a case where an employee does not realize right away that they have sustained a work-related injury or illness, such employee must notify the Employer immediately after they recognize that they have sustained a work-related injury or illness. All employees are encouraged to help identify any potential safety hazards (including situations involving residents and/or visitors who have exhibited a pattern of violent behavior) by promptly reporting such to the Employer, and they will not suffer any reprisals for doing so.

The Employer is committed to ensuring that employees are able to understand and access reporting procedures and injury- or illness-related information. The Employer will make reasonable efforts, consistent with operational needs and applicable law, to communicate such information in a manner employees can understand.

The Employer does not maintain dedicated translation or interpretation services for employees. Nothing in this section is intended to require the Employer to provide or fund translation or interpretation services, except as required by applicable law.

The Employer acknowledges that the Union may, at its discretion, offer translation or interpretation resources to support its members. The use of such resources is voluntary and shall not delay reporting obligations, investigations, medical treatment, or other employment-related processes, and shall not create additional obligations or liability for the Employer.

This provision reflects the parties' shared intent to promote clear communication while preserving operational efficiency and compliance with applicable legal requirements.

ARTICLE 19: DISCIPLINE AND DISCHARGE

SECTION 19.1: DISCIPLINE AND CORRECTIVE ACTION

The Employer shall have the right to discharge, suspend, or otherwise discipline an employee for just cause.

SECTION 19.2: PROGRESSIVE DISCIPLINE

The Employer recognizes the concept of progressive discipline and will endeavor to utilize a progressive disciplinary response in cases of inadequate work performance or violation of the Employer's workplace rules. However, the Employer retains full discretion to determine the appropriate level of discipline based on the nature, severity, and circumstances of the conduct, including the right to bypass one or more steps in the disciplinary process where warranted. Nothing in this section shall be interpreted to limit the Employer's right to discharge for just cause. However, it is recognized that certain offenses are so serious that they may warrant immediate dismissal. Some of these offenses include, but are not limited to:

a) Physical, verbal, or psychological abuse, mistreatment, or neglect of any patient, resident, or facility personnel;

b) Failure to obey the feasible instructions of any supervisor or manager, failure to follow directions as to manner or method of performing jobs, refusing to carry out a feasible work assignment or task;

c) Providing false records, documents, or other information required during the course of employment;

d) Willful, reckless, or negligent acts that result in an accident or injury to patients, residents, or others, damage or loss to any property or equipment of the Employer or property of any patients, residents, or co-workers;

e) Any acts of violence including fighting, assault on any of the Employer's representatives, patients, residents, fellow employees, or the public, and/or threatening any violence or

harm;

f) Theft, dishonesty, fraud, misrepresentation of facts, falsification or attempted falsification of any records or documents (including time records), misappropriation of any patient's or resident's funds, property, or valuables, failure to report such incidents, unauthorized swiping or entry of another employee's time record;

g) Possessing, using, distributing, manufacturing, or selling any illegal drug, any legal drug not in accordance with a valid prescription, or any alcohol while on the Employer's premises, including parking lots;

h) Failure to maintain current licensure, certification, and/or registration as required by the position for a period of more than thirty (30) days, unless allowed under licensing guidelines;

i) Recording time for another employee or having time recorded by another employee;

j) Possession of any type of firearm or other similar deadly weapon;

k) Participating in any strike, work stoppage, or other actions prohibited by the No Strike Article in this Agreement;

l) Job abandonment without notice by the employee of a valid reason for leaving work;

m) Unauthorized use of any confidential information;

n) Failure to comply with published safety rules;

o) Violation of the Employer's non-discrimination and/or workplace harassment policies;

p) Conviction of any crime that disqualifies an employee from working in a nursing facility or caring for residents.

While an employee may challenge their discipline or termination through the grievance and arbitration procedures of this Agreement, it is understood and agreed that the type and degree of discipline, up to and including immediate discharge, shall be at the sole discretion of the

Employer when imposed for any of the reasons detailed in this Section. The Employer will reference its employee handbook and/or rules of conduct when issuing discipline or termination.

For less serious offenses that do not warrant immediate discharge, the Employer will normally follow the following progressive discipline schedule:

a) documented verbal warning

b) written warning

c) final written warning and/or disciplinary suspension

d) termination

In the Employer's discretion, the application of these steps may be cumulative for different types of offenses and may vary depending on the type of offense. The Employer may skip steps in the progressive discipline process based on the seriousness of the offense.

Progressive discipline for attendance will be done separately from other progressive discipline.

SECTION 19.3: EMPLOYEE FILE MATERIALS

For purposes of progressive discipline under Section 2 of this Article, discipline that is more than twelve (12) months old will not be considered in determining additional or future discipline, provided that the employee has not incurred any further disciplinary action during such twelve (12) month period. However, this twelve (12) month provision will not apply to any disciplinary action involving: (1) patient or resident abuse, mistreatment, or neglect; (2) workplace harassment or violation of the Employer's non- discrimination policy; (3) medication errors; (4) any behavior that violates state or federal law; or (5) any last-chance agreement or other similar final disciplinary action before discharge.

SECTION 19.4: RIGHT TO REPRESENTATION

Prior to issuing a disciplinary action, the Employer shall attempt to meet with the employee to gather facts surrounding the incident; and shall conduct a proper investigation prior to issuing a

disciplinary action. The Employer shall inform an employee covered by this Agreement that they may request to have a Union Representative present at any investigatory meeting that may result in the employee being disciplined. Upon reasonable request and where practicable, the Employer will reasonably attempt to provide interpretation services for employees who demonstrate limited English proficiency during investigatory or disciplinary meetings that may result in discipline. If interpretation services are not readily available, the Employer will reasonably attempt to reach out to the Union to explore potential interpretation resources. Employees may also choose to bring a qualified employee to interpret, of their own, provided the interpreter is not a party to the investigation or otherwise involved in the incident. Requests for interpretation should be made as early as possible prior to the meeting to avoid unnecessary delays.

SECTION 19.5: DISCIPLINARY NOTICES

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

Upon request by the employee, the Employer will provide copies of any evaluation and/or disciplinary action to the specific employee who is evaluated or disciplined. Copies shall be provided as soon as practicable (generally within seven (7) calendar days) after they are requested or immediately following the evaluation or discipline.

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

SECTION 19.6: INVESTIGATORY SUSPENSIONS

The Employer may be required to suspend employees due to the nature of the allegation(s). In these cases, employees may be notified of their suspension and sent home without an immediate fact-finding meeting. The employee will be advised that they are being suspended due to allegations which warrant immediate suspension. The fact-finding meeting will then be scheduled as soon as possible.

If an employee is the subject of any investigation by any federal agency or any agency of the State of Washington, the Employer may, in its discretion, suspend the employee pending the outcome of the investigation. The Employer will notify such employee in writing that after the investigation is completed, they must provide the Employer with the results of the investigation.

ARTICLE 20: GRIEVANCE PROCEDURE

Section 20.1 It is agreed that the timely adjustment of grievances is desirable in the interest of sound industrial relations. The following grievance procedure is established to provide for the efficient processing and resolution of grievances brought by the Union or the Employer.

Section 20.2 For purposes of this Agreement, a grievance is defined as a complaint that the application or interpretation of a specific provision or provisions of this Agreement violates or fails to comply with one or more express provisions of this Agreement. A controversy as to any matter not specifically covered by an express provision of this Agreement, or which arose prior to the signing of this Agreement, shall not be subject to the grievance procedure. A grievance may be brought by the Union or the Employer. The procedures set forth in this Article shall be the exclusive means for the disposition of all grievances under this Agreement.

Section 20.3. All grievances by the Union for itself or on behalf of an employee shall be processed in the following manner:

Prior to the filing of any written grievance in Step One below, the affected employee (with or without the presence of a Union Advocate at the employee's option) may first discuss the

matter with his/her immediate supervisor to try to resolve the matter informally in a mutually satisfactory manner. If the grievance is not resolved by the immediate supervisor, and the employee wishes to pursue it further, the employee may take it up with a manager or their designated representative (with or without the presence of a Union Advocate at the employee's option). It is expressly understood that if the immediate supervisor and/or manager and the employee resolve the grievance at this step, such resolution shall not be considered a binding precedent on the parties to this Agreement. If the grievance has not been resolved informally and the employee wishes to pursue the matter further, the employee may request that the Union complete a written grievance form and file a grievance at Step One.

Step One: Prior to presenting any grievance at Step One, the Union shall investigate the subject of the grievance to the extent it is reasonably able to determine whether it meets or may meet the definition set forth in this Article, is justified under the terms of this Agreement, and that there are reasonable grounds to believe that the claim is true in fact. To be valid, the grievance must be presented in writing to the Employer within ten (10) days of the event(s) giving rise to the grievance. In cases concerning mistakes in computing pay amounts on paychecks, the written grievance must be presented in writing to the Employer within ten (10) days of the day the aggrieved employee received the disputed paycheck.

To be valid, all grievances must be presented in writing on a form agreeable to the Union and Employer, must be signed and dated by the aggrieved employee and/or a Union Advocate or Representative, and must include at a minimum all of the following information: (1) the Article(s) of this Agreement that are alleged to have been violated; (2) the date (and if known, the time and place) of the alleged event(s) giving rise to the grievance; (3) a brief description of the facts, circumstances, and issues that gave rise to the grievance sufficient to provide the parties with a clear understanding of the nature of the claim(s) involved; and (4) the specific relief or remedy sought.

The Employer will issue a written answer to the grievance within ten (10) days following receipt of the written grievance. The Employer may elect to conduct a meeting with the aggrieved

employee and a Union Advocate and/or Representative prior to issuing the Step One answer.

Step Two: If the grievance is not satisfactorily resolved in Step One, it may be appealed by the Union to the Administrator within ten (10) days after the issuance of a Step One answer, or in the event no Step One answer is issued, upon expiration of the time allowed for the issuance of a Step One answer. To be valid, the appeal must be in writing, signed by the Union Advocate or Representative, and specify the basis of the appeal. Upon receipt of the appeal by the Administrator, a meeting will be held within ten (10) days between the Union's Representative (at the Union's option), the Union Advocate involved, the aggrieved employee, the Administrator, and any other management official(s) the Employer deems appropriate. The Administrator will issue a decision in writing on the grievance within ten (10) days after the Step Two grievance meeting, or if no meeting is held, within ten (10) days after the Administrator receipt of the Step Two grievance appeal.

Section 20.4 If the Employer, the Union, or a grievant fails to comply with any of the terms of this Article, or fails to file a timely grievance, or fails to appeal a grievance from one step to the next step within the time limits prescribed above, the grievance involved shall be deemed waived and null and void, the matter shall be ended with prejudice, and the grievance will not be subject to further appeal, reconsideration, or demand for arbitration. Failure of the Employer to answer any grievance within the time specified will be deemed a denial of the grievance by the Employer and will obligate the Union and/or aggrieved employee to appeal to the next step within the requisite time period.

Section 20.5 Grievances involving the termination of an employee's employment or that affect a group or class of employees will start at Step Two of the grievance procedure, provided further that any such grievance must be presented in writing (on a form that complies with all the requirements in Step One above) within ten (10) days after the termination or date of the event(s) giving rise to the grievance. Grievances brought by the Employer also will be initiated at Step Two with a meeting between the Union Advocate and/or Union Representative, the Administrator, or their designated representative, and any other management official(s) the

Employer deems appropriate.

Section 20.6 All of the time limits specified in this Article are to be strictly applied, and may be extended only by mutual written agreement of all parties. Saturdays, Sundays, and holidays shall be excluded in computing any time limits set forth above.

Section 20.7 Notwithstanding the pendency of any grievance, except in cases where the health or safety of an employee(s) is at risk, all employees are expected to comply with, and faithfully carry out, all orders, instructions, and policies, whether written or oral, even though they may be the basis for the grievance, and failure to do so constitutes insubordination that may be grounds for discipline up to and including termination.

Section 20.8 Signatures on grievances and appeals of grievances under this Article may be done by electronic signature.

ARTICLE 21: ARBITRATION

Section 21.1: A grievance that remains unsettled after having been fully processed pursuant to the provisions of the Grievance Procedure may be submitted to arbitration upon the written request of the Union or Employer within fifteen (15) days of the receipt of the answer in Step Two of the grievance procedure, or in a case where no answer is issued, within fifteen (15) days of the date the answer was due, or in the case of an Employer grievance, within fifteen (15) days of the Second Step meeting.

Section 21.2: A grievance not appealed to arbitration within fifteen (15) days after receipt of the Employer's written answer at Step Two of the grievance procedure, or in a case where no answer is issued, within fifteen (15) days of the date the answer was due, shall be waived and barred from arbitration and shall end the matter with prejudice according to the Employer's last written answer if one has been issued.

Section 21.3: The Union and Employer shall first attempt to agree upon an impartial arbitrator. If they cannot agree within fourteen (14) days from receipt of the written request or demand for arbitration, either party may request the Federal Mediation and Conciliation Service (FMCS)

to submit a list of seven (7) names of qualified arbitrators. Upon receipt of the panel, the parties shall first attempt to agree upon an arbitrator from the panel. If they cannot agree, and the FMCS panel is acceptable to both parties, the parties shall alternately strike names from the list (with the party requesting arbitration striking first) until one (1) name remains, and that person shall serve as arbitrator. Either or both parties may object to one entire panel of arbitrators submitted by the FMCS, in which case either party may request the FMCS to submit a second or third panel of seven (7) qualified arbitrators, and the parties shall proceed to select an arbitrator from this second or third panel according to the same procedures as specified above for the first panel. To be valid, the FMCS Request for Arbitration Panel Form must specify that the arbitrators be provided at random from a sub-regional panel, and that all Arbitrators be members of the National Academy of Arbitrators.

Section 21.4: Each arbitration hearing shall deal with not more than one (1) grievance unless the parties mutually agree in writing.

Section 21.5: The Employer will not be responsible for any lost pay incurred by any employee(s) whom the Union calls to testify as witnesses at any arbitration hearing. The Union will notify the Employer in writing at least five (5) business days prior to the arbitration hearing of the names of any employee witnesses it wants to call. The Employer may adjust or stagger the release of employees so as not to interfere with work. Employees released from work under this provision will be expected to return to work as soon as practicable after they have testified, or upon recess of the hearing.

Section 21.6: No Union official, advocate, or grievant will be paid for any time spent preparing for or attending any grievance meeting or arbitration hearing. If work needs permit, in the sole discretion of the Employer, the Union advocate and grievant may be granted reasonable time off without pay to attend such meeting or hearing, where such time off is requested by the Union advocate or grievant for a matter in which they are personally involved at least five (5) days in advance of the meeting or hearing.

Section 21.7: The fees and expenses of the arbitrator, and all expenses for the location for the

arbitration hearing and court reporter fees for a hearing transcript, shall be shared equally between the Union and Employer. All other expenses, including those connected with the calling of witnesses, etc., shall be borne by the party incurring such expenses.

Section 21.8: In determining claims for back pay, the gross backpay amount shall be reduced by any unemployment compensation benefits and any other compensation that the aggrieved employee may have received from any other source (including self-employment) during the period for which back pay is claimed. No backpay shall be awarded for any period during which the employee, in accordance with his or her seniority standing, would have been laid off.

Section 21.9: The arbitrator shall have no power to alter, modify, amend, change, add to, or subtract from any of the terms of this Agreement, but shall determine only whether there has been a violation of this Agreement as alleged in the written grievance or any amended grievance or appeal. The arbitrator's decision shall be limited to the interpretation and application of the provisions of the Agreement, and the arbitrator shall not make any findings or determinations or rule on any claims or issues not contained in the written grievance or any amended grievance or appeal, nor shall he consider or give weight to any matter, evidence, or testimony relating or pertaining to issues or claims not contained in the written grievance or any amended grievance or appeal.

Section 21.10: The decision and award of the arbitrator shall be in writing and within the limits herein prescribed. Provided that the arbitrator does not exceed the scope of his jurisdiction under this Article and does not dispense his own brand of industrial justice, the decision and award of the arbitrator shall be final and binding upon the parties to the dispute.

Section 21.11: All of the time limits specified in this Article are to be strictly applied and may be extended only by mutual written agreement of all parties. Saturdays, Sundays, and holidays shall be excluded in computing any time limits set forth above.

ARTICLE 22: WAGES

SECTION 22.1: WAGE SCALE

The attached wage scale in Appendix A shall become effective the first full pay period following ratification of this Agreement.

In Year 2, the start rate of the wage scale shall be adjusted by 1%, with each subsequent step of the scale increased by the same percentage between steps, as in the Year 1 Scale. All overscale employees will receive a 1% increase at the time of the scale adjustment.

The wage scale establishes hourly wage rates based on years of experience by classification. Each step on the wage scale reflects the applicable wage rate for the corresponding year of experience.

The wage scale shall become effective the first full pay period following ratification of this Agreement.

Employees shall progress on the wage scale annually on their anniversary, moving to the next step based on verified years of experience, as defined in Section 22.4.

SECTION 22.2: PLACEMENT OF CURRENT EMPLOYEES AND ANNUAL ADJUSTMENTS

Upon ratification of this Agreement, the Employer shall review the wages of all employees employed in bargaining unit classifications as of the date of ratification.

Each current employee shall be placed on the applicable rate of the Wage Scale based on the employee's verified relevant experience in the applicable classification.

If an employee's current hourly rate of pay is below the applicable rate on the Wage Scale, the employee's hourly rate shall be adjusted to the next step on the scale that results in an increase equal to or greater than 2% effective the first full pay period following ratification.

No employee shall suffer a reduction in wages as a result of the implementation of the Wage Scale.

Employees whose current hourly rate exceeds the applicable rate on the Wage Scale will receive an increase of 2.5%. Employees whose current hourly rate exceeds the applicable rate on the Wage Scale and who has been employed for more than ten (10) years will receive an

increase of 3.5%.

SECTION 22.3: PLACEMENT OF NEW EMPLOYEES AND ANNUAL ADJUSTMENTS

Effective upon ratification of this Agreement, all employees hired into bargaining unit classifications shall be placed on the Wage Scale based on verified relevant experience.

The Employer retains discretion to place new employees at any applicable rate on the Wage Scale based on verifiable prior experience, credentials, and business requirements.

Employees will move along the scale on their respective anniversaries.

Those employees who have more than 10 years of experience shall receive a 2.5% increase upon completion of their anniversary.

SECTION 22.4: DEFINITION OF EXPERIENCE

For purposes of placement on the Wage Scale, “experience” shall mean the number of full years an employee has worked in the same job classification, as demonstrated by required license(s), certification(s) or job title.

Qualifying experience may include work performed in hospitals, skilled nursing facilities, assisted living facilities, home health or home care agencies, hospice programs, or other licensed healthcare or care-related settings where job duties are comparable.

For non-direct care classifications, including but not limited to environmental services, dietary services, laundry services, or administrative support roles, qualifying experience may include work performed in similar fields or industries where job duties are substantially similar.

SECTION 22.6: DIFFERENTIALS

(a) Restorative Aide Premium

Certified Nursing Assistants (CNAs) who are classified and assigned as Restorative Aides shall receive an additional one dollar ($1.00) per hour above the applicable CNA base wage rate for all hours worked in the Restorative Aide role.

(b) Shower Aide Premium

Certified Nursing Assistants (CNAs) assigned to work as Showers shall receive an additional one dollar and fifty cents ($1.50) per hour for all hours worked while performing Shower Aide duties.

(c) Lead Premium

The Employer, in its sole discretion, may establish, post, fill, remove, or discontinue lead positions pursuant to Article 15 (Job Posting and Promotions).

Employees assigned to a lead position shall receive a lead premium of seventy-five cents ($0.75) per hour above their base wage rate for all hours worked while assigned to the lead position.

(d) Mentor Premium

The Employer, in its sole discretion, may designate full-time employees with a minimum of one (1) year of service and no corrective action within the prior six (6) months to serve as mentors.

Employees assigned as mentors shall receive a mentor premium of one dollar ($1.00) per hour above their base wage rate for all hours during which they are actively involved in training, mentoring, leading, or monitoring newly hired employees during the probationary period.

(e) Shift Differentials

1. **CNA Evening Shift**
   CNAs shall receive seventy-five cents ($0.75) per hour for all hours worked on weekday evening shifts between 2:00 p.m. and 10:00 p.m.
2. **CNA Night Shift**
   CNAs shall receive one dollar ($1.00) per hour for all hours worked on weekday night shifts between 10:00 p.m. and 6:00 a.m.
3. **LPN Night Shift**
   Licensed Practical Nurses (LPNs) shall receive two dollars ($2.00) per hour for all hours worked on weekday night shifts between 6:00 p.m. and 6:30 a.m.

The Employer retains the exclusive right to increase shift differential amounts as needed.

(f) Weekend Differential

CNAs will receive a weekend differential of fifty cents ($0.50) per hour for all hours worked on a weekend day shift (currently between 6:00 a.m. and 2:00 p.m.) or a weekend evening shift (currently between 2:00 p.m. and 10:00 p.m.), and seventy-five cents ($0.75) per hour for all hours worked on a weekend night shift (currently between 10:00 p.m. and 6:00 a.m.). LPNs will receive a weekend differential of fifty cents ($0.50) per hour for all hours worked on a weekend day shift (currently between 6:00 a.m. and 6:30 p.m.) and two dollars and fifty cents ($2.50) per hour for all hours worked on a weekend night shift (currently between 6:00 p.m. and 6:30 a.m.). The Employer retains the exclusive right to add additional amounts to these weekend differentials on an as needed basis; additional amounts will be offered equally to all employees in the same job classification.

Weekend differentials for CNA and LPN employees shall stack/cascade at additional fifty cents ($0.50) per hour for the same hours, meaning they are added to any applicable weekend shift differentials.

The Employer retains the exclusive right to increase weekend differential amounts as needed; additional amounts will be offered equally to all employees in the same job classification.

SECTION 22.7: OTHER BONUSES

The Employer retains the exclusive right to provide signing bonuses, referral bonuses, longevity bonuses, retention bonuses, extra shift bonuses, and other types of incentive bonuses to employee(s) on an as needed basis. The terms and eligibility for such bonuses will applied in an equitable manner. The Employer will notify the Union in writing of any new or modified incentive bonuses prior to implementation, and upon request of the Union, the Employer and Union will discuss such incentive bonuses for the sole purpose of clarifying any qualification requirements for such incentive bonuses, provided the Parties acknowledge and agree that these discussions do not require the Parties to engage in any bargaining before the Employer

can implement any such incentive bonuses.

RETENTION BONUS

The Employer shall provide a one-time Retention bonus to eligible employees within sixty (60) days following ratification of this Agreement.

Eligibility and bonus amounts shall be as follows:

• Employees with more than five (5) years of service shall receive a total ratification bonus of four hundred dollars (500.00).

• Employees with ten (10) or more years of service shall receive a total ratification bonus of one thousand dollars ($1,000.00)

Employees must be actively employed to receive the corresponding payment, including employees on approved leave.

The retention bonus shall be a one-time benefit and shall not be included in the calculation of base wages, overtime, differentials, or future compensation.

ARTICLE 23: VACATION

Section 23.1 Eligible full-time employees will accrue Paid Time Off (PTO) according to the schedule below based on the anniversary of their date of hire. Newly hired eligible full-time employees will begin to accrue vacation after completion of ninety (90) days of employment.

Vacation Accrual Schedule

Years of Service	Service Period	Hourly Accrual Rate	Maximum Accrual
After 90 days to 1 year	4-12 months	0.038 hours p/hour	80 hours
1-2 years	13-24 months	0.042 hours p/hour	88 hours
3-5 years	25-60 months	0.058 hours p/hour	120 hours

5+ years	61+ months	0.077 hours p/hour	160 hours

Employees may accrue up to the annual maximum of hours on the chart above. Once an employee accrues the annual maximum of hours on the chart above, they will stop accruing any vacation until such time as they have used some of their accrued vacation hours so that their total balance of accrued vacation hours falls below the annual maximum of hours, at which point they will resume accruing vacation hours according to the above schedule.

SECTION 23.2: VACATION USE

Vacation Hours may be used in thirty (30) minute increments. Vacation Hours is paid at an employee's regular straight time hourly rate in accordance with the established pay periods. An employee may use up to a maximum of forty (40) hours of Vacation Hours PTO per work week for time off. Paid Vacation Hours are not considered as hours worked in calculating overtime.

If an employee has other hours worked or hours paid during a work week, then the total of their Vacation Hours plus any other hours worked or paid during that work week cannot exceed forty (40) hours. However, an exception shall apply when an employee has an approved Vacation Hours absence earlier in the same workweek, the need and decision to work the shifts was after they returned from their vacation. In such cases, the employee may be paid for both the Vacation Hours and the additional hours worked, even if the combined total exceeds forty (40) hours in that workweek. Paid Vacation Hours are not considered as hours worked in calculating overtime.

SECTION 23.3: REQUESTS FOR TIME OFF

To best meet the business needs of the Employer, employees should give as much advance notice as possible in submitting their requests for Vacation. All requests for Vacation must be made in writing by the 15th day of the month prior to the month in which the Vacation Hours will be taken (unless the Vacation Hours is taken for illness or a medical reason where notice of

at least one (1) week could not be given). The Employer shall determine in its sole discretion how many employees in each job classification and shift can be off on vacation at any given time based on its business needs and will endeavor to grant or deny vacation requests within seven (7) calendar days of receipt of the written request. If a request for vacation is denied, the Employer and employee shall work together to find mutually agreeable dates for PTO that the Employer is able to approve. Requests for vacation will be approved by the Administrator or Department Head on a first-come, first served basis. If two or more employees request the same vacation dates and the Employer cannot accommodate all such requests, preference will be given to the employee(s) with the most seniority. However, if a more junior employee has requested and received approval for scheduled vacation, a more senior employee's later request may not interfere with the junior employee's scheduled vacation. Once an employee's PTO vacation request is approved, it may not be changed or cancelled without the consent of the Employer and employee.

SECTION 23.4: VACATION AND TERMINATION OF EMPLOYMENT

Employees may not use any Vacation Time during their fourteen (14) day resignation period regardless of when it was scheduled. Employees who provide at least fourteen (14) days advance written notice of their voluntarily resignation and who satisfactorily work all scheduled shifts during the (14) day notice period through their last day of work will be paid fifty percent (50%) of their accrued but unused Vacation balance up to a maximum of forty (40) hours at the employee's regular straight time hourly rate. Employees who are terminated by the Employer or who fail to give a minimum of fourteen (14) days advance written notice of their resignation or who fail to satisfactorily work all scheduled shifts during the (14) day notice period (other than shifts for which they take paid sick leave under the Washington Paid Sick Leave Law) will forfeit all of their accrued but unused Vacation Time.

ARTICLE 24: PAID SICK LEAVE

SECTION 24.1: SICK LEAVE ACCRUAL

All employees, regardless of status, will accrue one (1) hour of paid sick leave for every forty (40) hours worked (accrual rate of .025/hour). Employees will accrue paid sick leave from their first day of service with the Employer and may begin using their paid sick leave on their ninety-first (91st) day of employment. Accrued sick leave hours are not earned until the end of each pay period. Sick leave hours do not accrue during unpaid leaves of absence.

SECTION 24.2: SICK LEAVE PAY OUT

Sick leave will be paid out at an employee's normal hourly rate in increments equal to the actual number of hours an employee missed work due to their own illness/injury or other qualifying event.

SECTION 24.3: SICK LEAVE USE

Employees may use their paid sick leave for absences caused by their own illness/injury/mental health/dental care or as required by the Washington Paid Sick Leave Law, to attend to the illness of a child, grandchild, spouse, domestic partner, sibling, parent, parent-in-law, grandparent, or any individual who regularly resides in the employee's home or where the relationship creates an expectation that the employee care for the person, and that individual depends on the employee for care.

SECTION 24.4: SICK LEAVE NOTICE

Employees will be given their sick leave balance on their paystubs no less than two times per month, which will include the amount of sick leave used since the previous pay period and all increments of hours accrued since the previous pay period.

SECTION 24.5: SICK LEAVE VERIFICATION

The Employer may require a doctor's note before authorizing payment of sick leave, as well as a doctor's release if an employee returns to work after having missed more than three (3)

scheduled shifts due to their own illness/injury or other qualifying event, provided that obtaining the doctor's note or release does not result in an unreasonable burden or expense on the employee.

SECTION 24.6: SICK LEAVE AND TERMINATION OF EMPLOYMENT

There is no payment for unused sick leave upon termination or separation of employment regardless of the reason. An employee's unused sick leave balance will be reinstated if an employee who is terminated or leaves their job for any reason is thereafter reemployed by the Employer within twelve (12) months.

SECTION 24.7: CARRY OVER

Up to a maximum of 40 hours of accrued but unused sick leave may be carried over from one calendar year to the next calendar year, and any unused sick leave in excess of forty (40) hours is forfeited.

SECTION 24.8: REHIRE

If an employee separates from the Employer and is rehired within twelve (12) months, the Employer will reinstate the balance the employee had at the time of separation. - TA

SECTION 24.9: NO RETALIATION/DISCRIMINATION

Employees cannot be retaliated against for using paid sick leave, filing a complaint, or exercising their rights.

In accordance with Washington Paid Sick Leave law, employees shall accrue paid sick leave at a rate of **one (1) hour for every forty (40) hours worked.**

Employees may **sick leave** for purposes permitted by Washington law, including but not limited to the employee's own illness or injury, care of a qualifying family member, absences related to domestic violence, sexual assault, or stalking, and public health or school closures as provided by law.

Unused statutory paid sick leave shall carry over year to year as required by law, up to **forty**

(40) hours.

Use of statutory paid sick leave shall not be unreasonably denied, restricted, or subject to advance approval requirements beyond those permitted by law.

SECTION 24.10 FLEXIBLE USE OF SICK LEAVE ABOVE FORTY (40) HOURS

Sick leave accrued in excess of forty (40) hours may, at the employee's option, be used as vacation or personal time, subject to the Employer's standard scheduling, notice, and approval procedures applicable to vacation time.

- Sick leave used under this section:
- Is not restricted to statutory sick leave purposes;
- Must be scheduled in advance;
- May be approved or denied based on operational needs;
- Must follow the same request and approval process as vacation time.

SECTION 24.11 ADMINISTRATION

Accrued sick leave shall be designated and administered as **statutory Washington Paid Sick Leave** and shall retain all protections afforded under state law.

Nothing in this Article shall be interpreted to diminish employee rights under Washington Paid Sick Leave law.

The Employer retains the right to:

1. Administer and track statutory sick leave and flexible-use sick leave separately;
2. Apply standard vacation scheduling and approval rules to flexible-use sick leave;
3. Modify administrative procedures consistent with applicable law;
4. Deny flexible-use sick leave requests based on operational needs.

Unused sick leave, whether statutory or flexible use, shall not be paid out upon separation

except as required by law or expressly provided elsewhere in this Agreement.

This Article is intended to comply with Washington Paid Sick Leave law and to provide additional flexibility beyond statutory requirements. It does not create a guarantee of any specific benefit level, accrual cap, payout, or continuation beyond what is required by law.

ARTICLE 25: HOLIDAYS

SECTION 25.1: RECOGNIZED HOLIDAYS

The Employer recognizes the following Holidays:

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

For purposes of this Article, a holiday runs from 12:00 a.m. to 11:59 p.m. on the calendar day of the Employer recognized Holiday.

SECTION 25.2: ELIGIBILITY

To be eligible for premium pay for hours worked on a Holiday in Section 3 below, employees must have worked their entire scheduled day before the Holiday and their entire scheduled day after the Holiday (including any shifts the employee picked up the day before and/or after the Holiday), as well as all hours they are scheduled to work on the Holiday.

To be eligible for holiday premium pay, an employee must work all scheduled hours on the recognized holiday.

Approved and protected paid sick leave used on a scheduled workday immediately before or

after a holiday shall not, by itself, disqualify an employee from holiday premium pay eligibility.

However, eligibility for holiday premium pay is contingent upon the employee's compliance with the Employer's established attendance and call-in procedures.

Employees who fail to properly notify the Employer of an absence in accordance with call-in requirements, including but not limited to untimely notice, failure to follow designated reporting channels, or failure to provide required information, shall not be eligible for holiday premium pay.

Additionally, employees who are absent for reasons that are unprotected, including unexcused absences, no-call/no-show occurrences, or misuse of leave, shall not be eligible for holiday premium pay.

Holiday premium pay shall be paid only for hours actually worked on the holiday. Paid sick leave hours shall not be paid at a premium rate.

SECTION 25.3: HOLIDAY PAY

Provided they meet the eligibility requirements in Section 2 above, full-time and part-time employees who have completed their probationary period will be paid one and one-half (1.5) times their regular hourly rate for all hours worked on a Holiday.

ARTICLE 26: INSURANCE

SECTION 26.1: MEDICAL PLANS

All eligible bargaining unit employees and their dependents may participate in the same current medical plans ("Medical Plans") the Employer provides to its non-bargaining unit employees, provided the employee has worked the requisite period to become eligible for such benefits and the employee and dependents are otherwise eligible to participate under the terms of the applicable plan documents, which are incorporated by reference into this Agreement.

Bargaining unit newly hired full time employees are eligible for benefits on the first of the month following 60 days of employment. You must enroll within 30 days of your start date.

Full-time employees are those who work 30 or more hours per week. Dependents are covered to age 26 regardless of student status. Your spouse or domestic partner may also enroll.

The Summary Plan Descriptions (SPD), insurance contracts, and plan documents shall control all benefits, eligibility determinations, coverage provisions, exclusions, and limitations. Any disputes regarding eligibility or benefits shall be resolved exclusively through the internal claims and appeals procedures. The grievance and arbitration provisions of this Agreement shall not apply to benefit determinations. The Employer has the right to change any or all aspects of such Benefit Plans at any time including, but not limited to, third party administrators, insurance carriers, self- insurance or risk pools, PPO or HMO networks, medical providers, covered benefits or benefit levels, maximum out-of-pocket limits, deductible amounts, co-payments, employee contribution amounts, or any other aspect of plan design, or to offer coverage through private or public exchanges, so long as such changes apply equally to eligible non-bargaining unit employees of the Employer.

Employee Medical Premium Contributions (Per Pay Deduction)

HSA Base Plan

Coverage Tier	Employee Cost	Employer Cost
Employee Only	**$59.08**	**$290.79**
EE and Spouse	**240.66**	**$328.39**
EE and Children	**$187.89**	**$345.31**
EE and Family	**$482.77**	**$406.38**

HSA Buy-Up Plan

Coverage Tier	Employee Cost	Employer Cost
Employee Only	**$105.23**	**$288.15**
EE and Spouse	**$315.73**	**$324.10**
EE and Children	**$253.61**	**$345.90**
EE and Family	**$595.45**	**$404.28**

PPO Buy-Up Plan

Coverage Tier	Employee Cost	Employer Cost
Employee Only (EE)	**$151.38**	**$266.94**
EE + Spouse	**$369.11**	**$311.29**

Employee premium contributions reflected above are bi-weekly amounts based on current premium rates, in accordance with the Employer's normal payroll practices, and are subject to change due to carrier renewals, plan design modifications, or regulatory requirements. The Employer retains the right to modify contribution amounts consistent with the Agreement and applicable law, provided such changes apply equally to eligible non-bargaining unit employees.

Employees have no right, title, or interest in any reserves or assets of the Employer's Medical Plans.

SECTION 26.2: EMPLOYER RIGHTS – MEDICAL PLANS

The Employer retains the sole and exclusive right to modify, amend, replace, or discontinue any

aspect of the Medical Plans at any time, including but not limited to insurance carriers, third-party administrators, plan design, covered benefits, contribution amounts, deductibles, co-payments, out-of-pocket maximums, or coverage options, provided such changes apply equally to eligible non-bargaining unit employees.

Nothing in this Article shall be construed as guaranteeing the continuation of any specific plan, benefit level, premium amount, contribution amount, or coverage option for the duration of this Agreement.

SECTION 26.1.1 HEALTH SAVINGS ACCOUNT (HSA)

Employees enrolled in an HSA-eligible medical plan may establish a Health Savings Account ("HSA") in accordance with applicable IRS rules.

For employees enrolled in an HSA-eligible medical plan, the Employer shall contribute $100.00 per month to the employee's HSA.

The Employer's HSA contribution:

- is made monthly;
- is separate from medical premium contributions;
- is subject to applicable IRS eligibility requirements and annual contribution limits;
- shall cease if the employee is no longer enrolled in an HSA-eligible plan or otherwise becomes ineligible under IRS rules.

The Employer's HSA contribution does not vest and creates no entitlement to future contributions. The Employer retains the right to modify or discontinue the HSA contribution consistent with applicable law and provided such change applies equally to eligible non-bargaining unit employees.

SECTION 26.2 DENTAL PLAN

All eligible bargaining unit employees and their dependents may participate in the Employer's

Dental Plan administered through UNUM, subject to the applicable plan documents, which control all benefits and eligibility determinations.

Employee Dental Contributions (Per Pay Deduction):

Coverage Tier	Low Plan	High Plan
Employee Only (EE)	$9.08	$12.54
Employee + One (EE +1)	$18.28	$23.50
Employee + Family	$34.50	$42.22

The Employer retains the right to modify, amend, replace, or discontinue any aspect of the Dental Plan at any time, provided such changes apply equally to eligible non-bargaining unit employees.

SECTION 26.3 VISION PLAN

All eligible bargaining unit employees and their dependents may participate in the Employer's Vision Plan administered through UNUM, subject to the applicable plan documents, which control all benefits and eligibility determinations.

Employee Vision Contributions (Per Pay Deduction):

Coverage Tier	Contribution
Employee Only (EE)	$2.80
Employee + One (EE +1)	$4.25
Employee + Family	$7.47

The Employer retains the right to modify, amend, replace, or discontinue any aspect of the Vision Plan at any time, provided such changes apply equally to eligible non-bargaining unit employees.

ARTICLE 27: 401(K) PLAN

Employees who have completed three (3) months of service and are least twenty-one (21) years of age are eligible to participate in the same current 401(k) Plan that the Employer provides to its non-bargaining unit employees.

The Employer will auto-enroll Employees in a 401(k) plan at a rate of 3% deducted from the Employee's wages. This will be explained to all employees prior to enrollment with written notification.

Employees may opt out of this program or assign a different deduction amount at any time. Employees will be notified about this voluntary plan upon hire.

The actual 401(k) Plan document and/or Summary Plan Description will control all of the specific terms, conditions, requirements, procedures, and benefits to which eligible bargaining unit employees are entitled under the 401(k) Plan, and any disputes under the 401(k) Plan must be resolved exclusively through the 401(k) Plan's dispute resolution procedures.

The Employer has the right to amend or change any provisions of the 401(k) Plan at any time, or to discontinue the 401(k) Plan, so long as such changes or discontinuance apply equally to eligible non-bargaining unit employees of the Employer. In the event of a discontinuation, the Employer will notify the Union as soon as possible.

ARTICLE 28: LOW CENSUS

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

1) Any temporary employees or agency personnel working in the affected job classification(s) on the affected shift(s) will be sent home first.

2) The Employer will then send home employees in the affected job classification(s) on the affected shift(s) who's hours worked during the week put them into overtime pay, with such employees to be sent home in the order of their total hours worked during the week from highest to lowest.

3) The Employer will then seek volunteers in the affected job classification(s) on the affected shift(s) who will be offered the opportunity to leave work without pay and/or take a day off without pay.

If not enough employees volunteer to be off, employees in the affected job classification(s) on the affected shift(s) will be sent home in the order of their total hours worked during the week from highest to lowest.

The Union and Employer acknowledge that there can be rapid changes in resident acuity, census, staff availability, and workload requirements, which require mutual understanding, communication, and flexibility. Any claims that the Employer has failed to follow the procedures in this Article shall be a matter for the Labor Management Committee to discuss and handle and are not subject to the Grievance and Arbitration Procedures in this Agreement.

ARTICLE 29: TEMPORARY REDUCTIONS AND LAYOFFS

SECTION 29.1: GENERAL

The Employer shall have the right to temporarily reduce or lay off any employee(s) when it determines in its sole discretion that business conditions require such a temporary reduction or layoff. Hire date shall prevail in the case of layoff and/or recall, provided that the Employer shall have the right to determine whether employees have the skill level to be retained in case of a layoff and/or a recall. A reduction in the hours of work or the work schedule of any full-time or part-time employee does not constitute a temporary reduction or layoff and this Article does not apply.

SECTION 29.2: TEMPORARY REDUCTIONS

A "Temporary Reduction" is defined as any event that results in an interruption or loss of work of up to thirty (30) consecutive calendar days in duration, such as equipment failures, breakdowns, malfunctions, power interruptions, storms, earthquakes, floods, fire, theft, sabotage, other similar kinds of unscheduled events or acts of God, or any reduction in the available work affecting a particular department or area of the facility that is planned, scheduled, or initiated by the Employer or ordered by any government agency.

The Employer will first attempt to accommodate any employee(s) affected by a Temporary Reduction by reassigning them by seniority to any other open positions in any job classification that they have the skills, abilities, and qualifications to perform. In making such reassignments, the Employer will give consideration to the employee's seniority, as well as the need to maintain productivity, efficiency, and quality standards. Employees reassigned as a result of a Temporary Reduction shall be paid their regular rate of pay or the regular rate of pay for the position to which they are reassigned, whichever is greater.

In the event the Employer cannot accommodate reassignment of all of the employee(s) who may be affected by a Temporary Reduction, the most junior employee(s) in each job classification who are directly affected will be displaced and sent home and they cannot bump or displace any other employees. Other employees whose positions are not directly affected by the particular Temporary Reduction may "volunteer" by seniority to be displaced and sent home instead of the affected employee(s) only in cases where the Temporary Reduction lasts more than one (1) workday and provided that the remaining employees have the skill, ability, and qualifications to perform the remaining work and maintain productivity, efficiency, and quality standards. Any employee who wants to volunteer to be displaced and sent home must affirmatively notify the Employer of their desire, and the Employer shall not be required to solicit or request any such volunteers.

Employees who are reassigned to other positions as a result of a Temporary Reduction will be returned to their original job classification in the reverse order in which they were reassigned

when the Temporary Reduction ends.

Layoffs and Recall

SECTION 29.3: LAYOFFS

A "Layoff' is defined as a scheduled or unscheduled reduction in or loss of available work that the Employer anticipates will last in excess of thirty (30) consecutive calendar days. The Employer will endeavor to give affected employees and the Union one (1) week advance notice of a Layoff under this Section where practicable.

When the Employer decides that a Layoff is necessary, the Employer will first determine the number of employees in each job classification that are in excess of the Employer's needs for each such job classification. Employees shall be laid off by seniority within each affected job classification, with the most junior employee being laid off first, provided that the remaining employees have the skill, ability, and qualifications to perform the remaining work and maintain productivity, efficiency, and quality standards. The Employer may retain any employee regardless of their seniority if the Employer determines that they have certain skills, abilities, or qualifications not possessed by other more senior employees that the Employer determines are necessary to perform any of the remaining work. Any employee who is scheduled to be laid off pursuant to the provisions of this Section may exercise their seniority to bump the most junior employee in the same or lower rated job classification, provided that the laid-off employee has the skill, ability, and qualifications to perform the work in the other job classification and maintain productivity, efficiency, and quality standards.

An Employee whose position is not directly affected by a Layoff may "volunteer'' by seniority to accept a Layoff instead of an affected employee, provided that the remaining employees have the skill, ability, and qualifications to perform the remaining work and maintain productivity, efficiency, and quality standards. Under such circumstances, the "volunteering" employee(s) will be eligible for recall in the reverse order of their Layoff pursuant to the terms of Section 10 below, and not by their seniority. Under those circumstances, the volunteering employee(s) will

be eligible for unemployment compensation benefits.

Employees who bump or are reassigned during a Layoff shall receive the established rate of pay for the position(s) they work in for the duration of the Layoff.

SECTION 29.4: RECALL

Employees on layoff will be recalled in the reverse order in which they were laid off provided they are qualified to perform the available work. Employees who are on layoff for up to twelve (12) months or the length of their continuous service (whichever is less) are also subject to recall at the Employer's sole discretion to any open position with the Employer that they have the skill, ability, and qualifications to perform in the reverse order of their Layoff. Such recalled employees shall then have first preference by seniority for openings in their original job classification before the Employer posts or hires for such open positions. Employees shall be notified of their recall by overnight delivery letter sent to the last address the employee provided to the Employer, and they must return to work within five (5) calendar days after receipt of the recall notice or ten (10) calendar days after the recall notice has been sent to their last known address. Employees not recalled within the time limits in this Section, or who fail to return to work after notification of recall within the time limits in this Section shall be terminated and lose all seniority rights.

SECTION 29.5: BENEFITS WHILE ON LEAVE

While on temporary reduction or layoff, employees will not earn, accrue, or be eligible for employee benefits under this Agreement except as may be provided for by an express provision of this Agreement.

ARTICLE 30: LEAVES OF ABSENCE

SECTION 30.1: FAMILY AND MEDICAL LEAVE ACT (FMLA) LEAVE AND WASHINGTON FAMILY LEAVE ACT (WFLA) LEAVE

The Employer complies with the Family and Medical Leave Act (FMLA) and Washington Family

Leave Act (WFLA). A summary of FMLA and WFLA leave requirements and benefits are set forth in the Employer's Employee Handbook. For FMLA or WFLA qualifying conditions that allow a maximum of 12 weeks of FMLA or WFLA leave in a 12- month period, the Employer will use a "rolling" 12-month period measured backward from the date an employee uses any FMLA or WFLA leave.

SECTION 30.2: OTHER WASHINGTON STATE LEAVE BENEFITS

Employees are entitled to certain leave benefits under the Washington Extended Medical Leave Policy, the Washington Family Care Act, and the Washington Domestic Violence Leave Act. A summary of the requirements and benefits provided by these laws and what accrued PTO benefits employees can use during such leaves are set forth in the Employer's Employee Handbook.

SECTION 30.3: MILITARY LEAVE

The Employer complies with the applicable provisions of the Uniform Services Employment and Reemployment Rights Act (USERRA), the Washington Military Leave Act, and the Washington Military Spouse Leave Act with respect to an employee's right to leave for service in the uniformed services, reinstatement of employment after service, or any other rights or benefits provided by USERRA and Washington State law, subject to the employee complying with his/her obligations under USERRA and Washington State law. A summary of the requirements and benefits provided by USERRA and Washington State law are set forth in the Employer's Employee Handbook.

SECTION 30.4: PERSONAL LEAVE OF ABSENCE

Upon written request by an employee who has completed their probationary period, the Employer in its sole discretion may grant such employee an unpaid leave of absence for personal reasons for a period of up to thirty (30) days. The Employer in its discretion may extend such personal leave for an additional thirty (30) days. Each request for personal leave of absence will be considered on an individual basis and must be submitted in writing and

approved in advance by their supervisor and Department Head. Employees must first use all available accrued PTO before an unpaid personal leave of absence will be granted. Employees on an unpaid personal leave of absence will not gain, accrue, or be eligible for any benefits, including, but not limited to the accrual of any paid time off (PTO) or paid sick leave. Employees returning to work from a personal leave of absence will be returned to their former position if it has not been filled and is available, or they will be entitled to the first available open position for which the employee is qualified. A benefit eligible employee on an approved unpaid leave of absence for personal reasons must make arrangements with the Employer to pay for their continued medical insurance coverage under COBRA.

SECTION 30.5: UNION LEAVE

A. Upon a minimum of thirty (30) days written request, the Employer in its discretion may grant an unpaid leave of absence to an employee who has completed a minimum of one (1) year of service to accept a full-time position with the Union for a period not to exceed six (6) months. The duration of such Union leave may be extended by mutual written agreement of the Employer and Union. Only one (1) employee may be on an unpaid Union leave at any one time. No compensation or benefits shall be paid to an employee for the duration of such Union leave, but their seniority shall continue to accrue. An employee returning to work from a Union leave will be returned to their former position if it has not been filled and is available, or they will be entitled to the first available open position for which the employee is qualified. Such employee will receive any intervening wage increases as if they had been working. An employee must give the Employer a minimum of ten (10) days written notice that they would like to return to work from a Union leave. An employee on Union leave is responsible for maintaining any licenses.

B. The Employer will grant up to three (3) paid shifts per calendar year for employees to engage in public advocacy for quality long-term care, the details of which will be mutually agreed to by the Employer and Union. Based on its business needs, the

Employer also will make a good faith effort to allow some employees to be off work on unpaid leave to attend one of the main public advocacy days designated by the Union.

SECTION 30.6: RETURN TO WORK

Failure to return to work after completion of an approved leave of absence will be considered a voluntary termination of employment. An employee who misrepresents any facts in obtaining a leave, or who obtains a leave on the basis of any misrepresentation, or who fails to report for work on the next workday following the end of an approved leave, will have their employment terminated.

The Employer reserves the right to require a physician's statement certifying that an employee returning from leave is fit for duty and able to return to work without restrictions.

ARTICLE 31: BEREAVEMENT LEAVE

Full-time and part-time employees are entitled to Bereavement Leave pursuant to the provisions in this Article. Paid Bereavement Leave will be paid at the employee's straight-time hourly rate of pay. Time off for any form of paid or unpaid Bereavement Leave will not be considered hours worked for purposes of computing overtime.

In the event of the death of an immediate family member, full-time and part- time employees who have completed their probationary period may take up to three (3) consecutive scheduled days off with pay up to a maximum of twenty-four (24) hours of pay at their regular straight-time hourly rate for bereavement and/or to attend the funeral. Immediate family member includes only an employee’s spouse, child, foster child, or any child living in the employee’s household, parent or in loco parentis, , brother, sister, parent-in-law, stepparent, stepchild, grandparent, grandchild, and domestic partner. With the Employer’s approval, employees can take additional time off without pay and/or may use their available Paid Time Off (PTO).

Unpaid Bereavement Leave for family members beyond the immediate family members listed in Section 2 above must be approved by the Employer.

Employees must notify their immediate supervisor as soon as possible before taking any bereavement leave.

The Employer may require employees requesting Bereavement Leave to provide proof of death and their relationship to the deceased, which can include a newspaper obituary notice, death certificate, coroner's report, or a signed, verified statement from a Funeral Director.

ARTICLE 32: SEVERABILITY AND SAVINGS CLAUSE

Section 32.1 Nothing in this Agreement shall be construed to require either party to act contrary to any federal state, or local law, regulation, ordinance, governmental authority, or declaration. In the event any such condition arises, it is agreed that this Agreement shall be deemed to be modified in respect to either or both parties to the extent necessary to comply with the law, regulation, order, or declaration.

Section 32.2 The Parties are executing this Agreement with the belief that it is in conformity with all federal, state, and local laws and governmental rules and regulations. However, in the event that any provision in this Agreement should be held illegal, invalid, or unenforceable for any reason by a court or agency which has proper jurisdiction over the matter, said illegality or invalidity shall not affect any of the remaining provision(s) of this Agreement, and the provision held illegal or invalid shall be fully severable and this Agreement shall be construed and enforced as if said illegal or invalid provision had never been included in this Agreement. The Parties will meet solely for the purpose of negotiating alternatives to any provision(s) that is found to be illegal, invalid, or unenforceable, but the Union and Employer expressly agree that they are each giving up their respective rights to strike or lockout during any such negotiations, and instead, that all of the terms in Article 37 of this Agreement (No Strike/No Lockout) shall continue to remain in full force and effect at all times during the full term of this Agreement, including at all times during any such negotiations pursuant to this Section.

ARTICLE 33: SUCCESSORSHIP

Section 33.1 The terms of this Agreement shall be binding on the Employer and the Union and

their respective successors and assigns.

Section 33.2 In the event of a sale, transfer, lease, or assignment of the entity that is the Employer of the bargaining unit employees, the Employer will notify the Union of that fact as soon as possible (subject to the restrictions of any non-disclosure agreements), but no later than the time required for legal notice to be given to the residents of the name and address of the new owner, assignee, lessee, or transferee.

ARTICLE 34: SCOPE & APPLICATION

Section 34.1 This Agreement constitutes the sole and entire existing agreement between the parties and completely and correctly expresses all of the rights and obligations of the parties. All prior agreements, conditions, past practices, customs, usages, and obligations are expressly and completely superseded and revoked insofar as any such prior agreement, condition, past practice, custom, usage, or obligation might have given rise to any enforceable right.

Section 34.2 The waiver in any particular instance or series of instances of any term or condition of this Agreement or any breach hereof by either party shall not constitute a waiver of such term or condition or of any breach thereof in any other instance.

Section 34.3 This Agreement may not be added to, subtracted from, altered, changed, amended, or modified in any respect except by subsequent written agreement signed on behalf of the parties by their duly authorized officers or representatives.

Section 34.4 Time is of the essence in this Agreement. Any time period or time limit included in this Agreement has been carefully considered and represents the agreed absolute outside limit of time within which the applicable action or right must be exercised.

Section 34.5 As used in this Agreement, the term “employee” (singular or plural) refers only to employees in the bargaining unit.

Section 34.6 This Agreement shall be construed in accordance with standard principles of contract interpretation, federal labor law, and the law of the State of Washington.

ARTICLE 35: NO STRIKE/NO LOCKOUT

Section 35.1 The Union agrees that during the term of this Agreement, neither the Union (including any officials, employees, or agents of the International or any local of the Union) nor any employees in the bargaining unit shall directly or indirectly cause, promote, authorize, encourage, support, sanction, or take part in any strike, sympathy strike, work stoppage, walk-out, sick-out, picketing, strike-related hand-billing, patrolling, refusal to work, sabotage, slow-down, or any other intentional interruption or interference of any kind with any work or operations of the Employer for any reason. Neither the Union nor the employees shall resort to any subterfuge or otherwise remain away from duty or make themselves unavailable for work for any reason to evade their obligations under this Agreement.

Section 35.2 In the event there is any breach or violation of this Article by the Union or any employee(s), the Employer is not required to resort to the grievance and arbitration procedure in this Agreement, but may pursue any legal remedy in any forum.

Section 35.3 In the event the Employer learns of any activity prohibited in Section 1 above that is imminent or occurring, the Employer's representative will contact the President or Secretary-Treasurer of the Union in order to afford the Union the opportunity to inform its members of the requirements of this Article and the law. If there is any interference with the normal operations of the Employer's business during the term of this Agreement in violation of Section 1 above, the Union and its representatives will take whatever steps are reasonably necessary to resolve the improper job action including, but not limited to, posting a notice advising bargaining unit employees that any interference with the Employer's operations is prohibited by this Article and speaking with membership to ask them to return to work.

Section 35.4 The Employer shall have the absolute right, in its sole discretion, to take any disciplinary action the Employer deems appropriate, up to and including discharge, against any employee who violates this Article, or who otherwise participates in, aides, abets, or encourages others to participate in any of the actions prohibited in Section 1 of this Article. The

grievance and arbitration procedure in this Agreement may be invoked by such disciplined or discharged employee only as to the question of whether said employee participated in a strike or any other action prohibited by this Article. If an Arbitrator finds that an employee participated in a strike or any other action prohibited by this Article, the Arbitrator shall have no authority to change or modify the discipline or discharge penalty imposed by the Employer.

Section 35.5 The Employer agrees that there shall be no lockout of bargaining unit employees during the term of this Agreement.

ARTICLE 36: COLLECTIVE BARGAINING AGREEMENT TRAINING

Upon mutual agreement, the Parties may schedule a one-time, in-person or virtual joint training session at the facility to review changes to this Collective Bargaining Agreement (CBA). The training shall be jointly coordinated by the Employer and SEIU 775 and shall not exceed one (1) hour in duration. The Parties will use their best efforts to include representatives from the Employer, SEIU 775, and each facility-based Union Advocate representative to participate when contracted by the Employer

The Employer will compensate up to two (2) bargaining unit employees for participation in the training, provided such employees attend outside of their normally scheduled work hours. No overtime or premium pay shall apply. Compensation will be at the employee's regular straight-time rate.

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

Participation is subject to operational needs and shall not interfere with resident care. This training is a one-time event and shall not obligate the Employer to hold recurring training sessions for future CBAs unless mutually agreed in writing.

ARTICLE 36: EFFECTIVE DATES AND DURATION

This Agreement shall be effective as of the date of ratification of this Agreement and shall remain be in full force and effect from February 5, 2026 through February 28, 2028.

The Employer and Union agree to jointly enter discussions for a renewal of this Agreement no later than the ninetieth (90) day immediately preceding the termination.

For SEIU 775	**For Valley View**
_____	_____
Sterling Harders, President	William Miller, VP of Operations
_____	_____
Date	Date

APPENDIX A: WAGE SCALE EFFECTIVE FEBRUARY 5, 2026

Classification	0 Yr Exp	1 Yr Exp	2 Yr Exp	3 Yr Exp	4 Yr Exp	5 Yr Exp	6 Yr Exp	7 Yr Exp	8 Yr Exp	9 Yr Exp	10 Yr Exp
Certified Nursing Assistant (CNA)	$ 24.75	$ 25.25	$ 25.75	$ 26.26	$ 26.79	$ 27.33	$ 27.87	$ 28.43	$ 29.00	$ 29.58	$ 30.17
Nursing Assistant Registered (NAR)	$ 22.00										
Hospitality Aide	$ 21.50										
Cook	$ 23.50	$ 23.97	$ 24.45	$ 24.94	$ 25.44	$ 25.95					
Dietary Aide/Dishwasher	$ 22.25	$ 22.70	$ 23.15	$ 23.61	$ 24.08	$ 24.57					
Housekeeper	$ 22.25	$ 22.70	$ 23.15	$ 23.61	$ 24.08	$ 24.57					
Laundry Aide	$ 22.25	$ 22.70	$ 23.15	$ 23.61	$ 24.08	$ 24.57					
Medical Records Assistant	$ 23.25	$ 23.72	$ 24.19	$ 24.67	$ 25.17	$ 25.67					
Restorative Aide	$ 25.75	$ 26.25	$ 26.75	$ 27.26	$ 27.79	$ 28.33	$ 28.87	$ 29.43	$ 30.00	$ 30.58	$ 31.17
Licensed Practical Nurse (LPN)	$ 38.00	$ 38.67	$ 39.34	$ 40.03	$ 40.73	$ 41.44	$ 42.17	$ 42.91	$ 43.66	$ 44.42	$ 45.20

WAGE SCALE EFFECTIVE FEBRUARY 5, 2027

Classification	0 Yr Exp	1 Yr Exp	2 Yr Exp	3 Yr Exp	4 Yr Exp	5 Yr Exp	6 Yr Exp	7 Yr Exp	8 Yr Exp	9 Yr Exp	10 Yr Exp
Certified Nursing Assistant (CNA)	$ 25.00	$ 25.50	$ 26.01	$ 26.53	$ 27.06	$ 27.60	$ 28.15	$ 28.71	$ 29.29	$ 29.87	$ 30.47
Nursing Assistant Registered (NAR)	$ 22.22										
Hospitality Aide	$ 21.72										
Cook	$ 23.74	$ 24.21	$ 24.69	$ 25.19	$ 25.69	$ 26.21					
Dietary Aide/Dishwasher	$ 22.47	$ 22.92	$ 23.38	$ 23.85	$ 24.32	$ 24.81					
Housekeeper	$ 22.47	$ 22.92	$ 23.38	$ 23.85	$ 24.32	$ 24.81					
Laundry Aide	$ 22.47	$ 22.92	$ 23.38	$ 23.85	$ 24.32	$ 24.81					
Medical Records Assistant	$ 23.48	$ 23.95	$ 24.43	$ 24.92	$ 25.42	$ 25.93					
Restorative Aide	$ 26.01	$ 26.50	$ 27.01	$ 27.53	$ 28.06	$ 28.60	$ 29.15	$ 29.71	$ 30.29	$ 30.87	$ 31.47
Licensed Practical Nurse (LPN)	$ 38.38	$ 39.05	$ 39.74	$ 40.43	$ 41.14	$ 41.86	$ 42.59	$ 43.34	$ 44.09	$ 44.87	$ 45.65