

Collective Bargaining Agreement

between

SEIU 775

and

Woodard Creek

Effective January 29, 2026-January 31, 2028

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ARTICLE 1: RECOGNITION

SECTION 1.1: BARGAINING UNIT

The Employer recognizes Service Employees International Union, Local 775 (also known as SEIU 775) as the sole and exclusive bargaining representative for all full-time, part-time and on-call employees employed in the classifications of work set out in Appendix C; excluding confidential, supervisory and management positions.

SECTION 1.2: NEW POSITIONS

New job classifications doing bargaining unit work established during the term of this Agreement shall be covered by this Agreement unless they are bona fide supervisory, managerial or confidential positions. The Union shall be notified of any bargaining unit classifications which are eliminated or added by the Employer. For new classifications, the Union and the Employer shall agree upon appropriate wage rates.

ARTICLE 2: UNION MEMBERSHIP/DUES DEDUCTION

SECTION 2.1: MEMBERSHIP

It shall be a condition of employment that all employees covered by this Agreement shall, by the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Union or agree to pay the Union a fair share/representation fee. "In good standing," for the purposes of this Agreement, is defined as the tendering of Union dues or a fair share/representation fee on a timely basis.

[The Union and the employer agree that those employees employed prior to March 21, 1999, shall have the option of remaining non-members and shall have no obligation to join the Union or to pay dues or to pay a fair share/representation fee or an equivalent amount to a charity for the duration of the agreement; provided, however, should such an

employee join the Union after the Agreement is ratified, the employee shall comply with the membership commitments of Article 2 thereafter.]

2.1.1: RELIGIOUS OBJECTION

Any employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting labor organizations shall not be required to join or financially support the Union as a condition of employment. Such an employee shall, in lieu of dues and fees, pay sums equal to such dues and fees to a non-religious charitable fund. These religious objections and decisions as to which fund will be used must be documented and declared in writing to the Union. Any employee exercising their right of religious objection must provide the Union with a receipt of payment to an appropriate charity on a monthly basis.

2.1.2: HOLD HARMLESS

The Union will indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any action taken by the Employer to terminate an employee's employment pursuant to this Article.

2.1.3: NOTIFICATION

The Employer shall make newly hired employees aware of the representation fee/membership conditions of employment at the time of hire.

SECTION 2.2: DUES DEDUCTION

During the term of the Agreement, the Employer will deduct dues or Agency fees from the pay of each member of the Union who voluntarily executes a wage assignment authorization form. When filed with the Employer, the authorization form will be honored in accordance with its terms. Deductions will be transmitted to the Union on or before the fourteenth (14th) day following the pay period in which the deductions were made via an

ACH transfer. If ACH deposit is unavailable, the Employer will remit the deduction by check payable to the Union sent via a carrier that includes tracking services on the check, and the tracking number will be shared with the Union upon request.

Upon payment to the Union, the Employer's responsibility will cease with respect to such deductions. The Union and each employee authorizing the assignment of wages for the payment of Union dues hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits and other forms of liability that may arise against the Employer for (or on account of) any deduction made from the wages of an employee.

SECTION 2.3: BARGAINING UNIT ROSTER

Upon signing of this Agreement, the Employer will provide the Union a list of all employees covered by this Agreement at the same time as the payment of dues, on or before the fourteenth (14th) day following the pay period. The list will be provided as an electronic copy securely transmitted to the Union, via the process currently used by the parties, in a common format to be agreed upon by the Employer and the Union.

The list will include, for each covered employee:

- Employee ID
- First Name
- Middle Name
- Last Name
- Address Street
- Address City
- Address State
- Address Zip
- Personal Phone
- Personal Email
- Gender

- Date of Birth
- Social Security Number
- Hire Date
- Seniority Date
- Termination Date
- FTE
- Job Classification
- Department
- Hourly Rate
- Shifts
- Pay Period Start Date
- Pay Period End Date
- Gross Earnings
- Year to Date Earnings
- Hours Worked
- Union Dues
- COPE

The Employer shall provide this list in a common electronic format agreed upon by the Employer and the Union. If the Employer desires to change the agreed upon format, the Employer shall give the Union no less than sixty (60) days' notice. During that time the Union and Employer shall meet to discuss the change.

The Union shall provide the Employer with a template to submit Rosters/Reports; the Employer and the Union will agree upon a file name in which the Rosters/Reports will be named.

The sum of the individual Union dues amounts in the Roster/Report shall exactly match the amount of the dues payment(s) remitted to the Union. The sum of the COPE and voluntary deductions in the Roster shall exactly match the amount of the voluntary deduction payment(s) remitted to the Union.

The Union prefers to receive the same file for both the Employee Roster and the Dues Report. If the Employee Roster and the 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
- Middle Name
- Last Name
- Social Security Number

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

SECTION 2.4: CONTRACT

Upon initial employment, employees will be given a copy of the current Agreement and a copy of the employee's job description. This commitment is conditioned upon the Union providing sufficient copies of the Agreement to the Employer in advance.

SECTION 2.5: VOLUNTARY POLITICAL ACTION FUND DEDUCTION (COPE)

The Employer shall deduct the sum specified from the pay of each member of the Union who voluntarily executes a COPE wage assignment authorization form. When filed with the Employer, the authorization form will be honored in accordance with its terms.

Monies so deducted shall be transmitted by ACH, separate from the check remitted for payment of dues no later than fourteen (14) calendar days from the pay date at the end of

the pay period in which the deductions were taken. Such deduction shall remain in effect unless otherwise noted by the Union.

Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deductions. The Union and each employee authorizing the assignment of wages for the payment of COPE contributions hereby undertake to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on behalf of any deduction made from wages of such employee. The parties recognize that the Union is obligated under the Federal Election Campaign Act (FECA) to reimburse the Employer for its reasonable cost of administering the COPE check off in the parties' Collective Bargaining Agreement. The Employers and the Union agree that one-quarter of one percent (0.25%) of all amounts checked off is a reasonable amount to cover the Employer's cost of administering this check off. Accordingly, the parties agree that the Employer will retain one-quarter of one percent (0.25%) of all amounts deducted pursuant to the COPE check off provision in the parties' Collective Bargaining Agreement to reimburse the Employer for its reasonable cost of administering the check off.

SECTION 2.6: ELECTRONIC RECORDS

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

SECTION 2.7: TRANSMISSION OF FILES

The Employer shall transmit files and will use the agreed-upon naming convention for the reports. If the Employer wishes to change the agreed upon file format, the Employer will

provide notice of at least thirty (30) days to the Union and will meet and discuss the changes to ensure compliance with this Agreement and system-requirements for both parties.

ARTICLE 3: UNION REPRESENTATIVES

SECTION 3.1: ACCESS TO PREMISES

Duly authorized representatives of the Union may have access at reasonable times to those areas of the Employer's premises which are open to the general public for the purpose of investigating grievances and contract compliance. Union representatives shall not have access to those areas of the Employer's premises which are not open to the general public, including but not limited to work areas, employees' lounges, nursing units, or other resident care areas unless advance approval has been obtained from the Employer. Approval will not be unreasonably withheld. Access to the Employer's premises shall be subject to the same general rules applicable to other non-employees and will not interfere with or disturb employees in the performance of their work during working hours and shall not disrupt the residents or interfere with resident care or the normal operation of the Facility.

The Union Representative shall inform Human Resources of his/her visits and the duration of the visit two (2) days prior to entering the employees' lounge. The Union will furnish in writing the name of the representative, and the Employer is obliged only for admission of that authorized representative.

SECTION 3.2: OFFICERS, STEWARDS (ADVOCATES)

The Union will designate its Advocates (who may also be referred to as officers and stewards) and alternate Advocates from among the employees in the bargaining unit. The Employer will not recognize Advocates until the Union has given the Employer written notice. Unless otherwise agreed to by the Employer, the investigation of grievances and

other Union business will be conducted only during non-working times and will not interfere with the work of other employees.

Subject to appropriate advance notice and scheduling requirements, each Union Advocate will receive paid time of one (1) day, eight (8) hours, one time per employee to attend Union-sponsored training in leadership, representation and dispute resolution, up to a total of five (5) per calendar year for all Union Advocates.

SECTION 3.3: BULLETIN BOARD

Bulletin board space designated by the Employer will be provided for announcements and notifications of Union activity. The Union agrees to limit the posting of Union materials to the designated bulletin board. The Union will provide a copy of the material to the Human Resources Department prior to the time of posting.

SECTION 3.4: MEETING ROOMS

The Union may use designated meeting rooms of the Employer for meetings of the Union during normal office hours. This is provided that sufficient advance request for meeting facilities is made and that space is available in the annex which will not interfere with other use. The parties agree that due to the small size of the break room, meetings between the Union and employee(s) should be held in conference rooms.

SECTION 3.5: NEW EMPLOYEE ORIENTATION

A Union representative or Advocate may meet with new employees during the facility's orientation to introduce employees to the Union and the Union Contract. The meeting will last up to fifteen (15) minutes in duration and shall be on paid time for both the Advocate and new employee(s). If necessary, the worksite leader will be released from work to participate in this orientation. The parties agree that the union presentation will be permitted to take place at the end of the day on the facility day of orientation.

The Employer and the Union will use their best efforts to establish a mutually agreed upon fixed orientation location, day, and time (e.g. the second Tuesday of each month at 3pm,

or each Thursday at 10am). If the Union Representative or Advocate cannot attend an orientation in person, the Employer will hand out membership documents made available by SEIU 775, including membership cards. Nothing contained in this paragraph shall prevent the Employer from holding additional orientation sessions as needed. The Employer will use its best efforts to notify the Union at least 48 hours in advance of any added orientation sessions. If there is no fixed schedule, the Employer will use its best efforts to notify the Union at least 48 hours in advance of any added orientation sessions.

The Employer shall make a reasonable attempt to notify the designated union representative if the orientation is projected to finish significantly ahead of schedule.

SECTION 3.6: UNION LEAVE FOR IN-PERSON PUBLIC ADVOCACY

The Employer will designate up to two (2) paid shifts per calendar year to compensate an employee engaging in in-person public advocacy for quality long-term care on a scheduled workday. The Union and the Employer may, upon mutual agreement, establish additional paid time off for an employee to participate in an approved in-person public advocacy event. Also, as patient care demands allow, the Employer shall reasonably schedule off any employee requesting to participate in an advocacy day scheduled by SEIU 775. The Employer will not unreasonably deny such requests when an employee makes them before being expected to work on the requested public advocacy day.

ARTICLE 4: DEFINITIONS

SECTION 4.1: FULL-TIME EMPLOYEE

A full-time employee is any employee (a) regularly scheduled not less than thirty-two (32) hours per work week and who has (b) successfully completed the required probationary period. Employees assigned to a full-time 4/2 schedule will be considered full-time employees.

SECTION 4.2: PART-TIME EMPLOYEE

A part-time employee is any employee who (a) works on a regularly scheduled basis less than thirty-two (32) hours per work week and who has (b) successfully completed the required probationary period. Unless otherwise provided for herein, a part-time employee will be compensated in the same manner as a full-time employee. Paid time off (PTO) leave will be pro-rated based upon the employee's paid hours.

SECTION 4.3: ON-CALL EMPLOYEE

An on-call employee one with no regular schedule, but who works intermittently as required and depending on the availability of work.

An employee assigned to an FTE'd position who converts to an on-call position and subsequently returns without a break in service to an FTE'd position shall, after a period of six (6) months, have their prior seniority reinstated by adjusting their date of hire for the time as an on-call employee. Except for this, on-call employees shall not have seniority. Employees who have completed one (1) full year service and convert to an on-call position will be paid any accrued but unused vacation hours effective the date of the status change at their regular rate of pay.

In bidding for open positions, an on-call employee's date of hire or conversion date to on-call status, whichever is later, shall be considered when bidding against other on-call employees for the same position.

An on-call employee who regularly works a schedule of half-time (at least twenty hours per week) for a period of more than ninety (90) consecutive calendar days will have that time count towards their seniority, if hired into a regular position at the end of this continuous period. Such employee shall be credited as having served forty-five (45) days of their probationary period, if they are hired into a position they held for at least forty-five (45) days during their assignment.

If one or more on-call employees is scheduled for ninety (90) days or more in a single position with at least twenty (20) hours per week, the position will be posted in

accordance with Article 5.1. Posting is not required when the on-call employee is filling a position for an employee on an approved leave of absence.

On-call employees will be paid in accordance with the wage rates set forth in Article 8 of this Agreement plus a fifteen percent (15%) wage premium in lieu of benefits. In addition, on-call employees will be eligible for shift differentials in accordance with this Agreement.

SECTION 4.4: PROBATIONARY EMPLOYEE

A probationary employee is an employee who has been hired on a full-time or part-time basis and who has been continuously employed by the Employer for ninety (90) calendar days or less. After ninety (90) calendar days of continuous employment, the employee will attain regular status unless specifically advised by the Employer in writing of an extended probationary period for up to an additional ninety (90) days. The probationary period may be extended for an additional ninety (90) days at the request of the Employer and with the consent of the Union. During the probationary period, an employee may be terminated without notice and without recourse to the grievance procedure.

SECTION 4.5: MONTH AND YEAR

For purposes of this Agreement and the method of computing wages and benefits provided herein, a "month" shall be defined as 173.3 hours of work, and a "year" shall be defined as 2080 hours of work. Time paid for but not worked (excluding standby pay) shall be regarded as time worked for purposes of computing wages and benefits. Time worked which is paid on an overtime basis shall count as time worked for purposes of computing wages and benefits not to exceed 2080 hours within any twelve-(12) month period.

SECTION 4.6: PRECEPTOR

A preceptor is an experienced staff person proficient in clinical teaching who is assigned by the Employer the responsibility for planning, organizing and evaluating the new skill development of an employee enrolled in a defined program, the parameters of which have been set forth in writing by the Employer.

The preceptor is responsible for the specific, criteria-based and goal-directed training for an identified period of time. If, as determined by Clinical Management, preceptor training is required, following four (4) days of such training, Clinical Management will determine the need for continued training of new employees by a preceptor. Clinical Management will make the determination to continue training for new employees.

It is understood that staff persons in the ordinary course of their general professional responsibilities will be expected to participate in the orientation process. These orientation responsibilities will include such things as providing informational assistance, support and guidance to new employees.

The Employer will provide preceptor training to all designated preceptors.

Staff persons assigned preceptor responsibilities will have these additional responsibilities considered in their direct patient care assignments.

Except in circumstances beyond the Employer's control, the Employer will endeavor to provide employees reasonable notice of preceptor duties.

SECTION 4.7: REGULAR RATE OF PAY

The regular rate of pay will be defined to include: the employee's hourly wage rate, any applicable shift differential outlined in Article 8 of this Agreement, if regularly assigned to an evening or night shift; lead or charge pay if regularly assigned as a lead or charge.

ARTICLE 5: EMPLOYMENT PRACTICES

SECTION 5.1: JOB POSTING

When a job opening occurs within the bargaining unit, seniority will be the determining factor in filling such vacancy; providing that skill, competence, ability and prior job performance are considered substantially equal in the opinion of the Employer, based upon objective job-relevant criteria.

Open Positions include shift vacancies. 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.

Notice of a position opening in any job classification will be posted online and in the breakroom for all employees to read for at least five (5) calendar days and will include qualifications (education and experience). Preference will be given to employees from within the bargaining unit who make a timely bid, providing that skill, competence, ability and prior job performance are considered substantially equal in the opinion of the Employer.

If after these five (5) calendar days, no qualified bargaining unit employee applies for a position, then that position may be offered to someone who is not a member of the bargaining unit.

To be considered for a job opening, an employee must submit an email to the Administrator or their designee, as indicated on the notice within the posting period. The Employer agrees to provide assistance upon request and computer access for employees making online applications.

If the Employer is unable to transfer an employee to a vacant position due to patient care considerations, the position may be filled on a temporary basis, and the employee will be notified in writing as to when the transfer will be expected to occur. All transfers will be made within ninety (90) days.

In the event an employee transfers to a new job classification, that employee shall be subject to a thirty (30) day review period. During this review period, the employee will be evaluated in order to determine that the job responsibilities in the new position are being met. If during the thirty (30) day review period, the employee does not fulfill job requirements and responsibilities to the satisfaction of the Employer, the employee will be reclassified to his/her previous classification if open, without loss of seniority, accrued PTO, health benefit, and retirement benefits. If the employee's previous classification is

not open, then to any open position the employee is qualified to perform. If there are no open positions, the employee will be placed on the recall Roster subject to Article X. This provision shall not prevent the discipline or discharge of the employee for just cause during the thirty (30) day period.

In the event of a re-bid, an employee will be eligible for a position if in the Employer's opinion, based upon objective job-relevant criteria, the employee can become oriented to the vacant position within one (1) week.

If the employee does not achieve a satisfactory level of performance within four (4) weeks in the judgment of the Employer, based upon objective job-relevant criteria, the employee will be subject to layoff without further notice.

SECTION 5.2: NOTICE OF RESIGNATION

Employees will be required to give at least fourteen (14) days' written notice of resignation. This fourteen (14) day notice requirement will not include any PTO/ time or unless approved by the supervisor.

Failure to give notice will result in loss of accrued PTO. The Employer will give consideration to situations that would make such notice by the employee impossible.

SECTION 5.3: HEALTH TESTS

At the time of employment, and annually thereafter, the Employer shall provide, at no cost to the employee, tuberculin skin tests or chest x-rays if required by state law at no cost to the employee.

If the Employer mandates regular COVID-19 testing protocols, including testing of asymptomatic employees, testing will be conducted during paid work hours. If the Employer requires testing for asymptomatic employees outside of work hours, the Employer will compensate the employee for one hour at the employees' regular base rate of pay. If the relevant health authorities change their regulations regarding COVID-19 during the duration of this contract, the Parties may meet to discuss this section of the

Agreement. The Employer shall not require employees to undergo COVID-19 testing as a condition of using sick leave for routine illness or regular sick call-outs. If the Employer requires testing for asymptomatic employees outside of work hours, the Employer will compensate the employee for one hour at the employees' regular base rate of pay.

SECTION 5.4: DISCIPLINE OR DISCHARGE

No post-probation bargaining unit employee will be disciplined or discharged except for just cause.

"Just cause" will be defined to include the concept of progressive discipline (such as verbal and written reprimands, the possibility of suspension without pay and termination).

Employees will not be required to sign the written disciplinary action for the purpose of acknowledging receipt thereof. The personnel action form, memo or letter used for disciplinary action shall include a sentence which states that the employee's signature on the form indicates that the employee has received a copy of the discipline, but the signature does not indicate agreement or disagreement with the content or information which led to the disciplinary action.

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. 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.

A copy of all written disciplinary actions will be given to the employee. The Employer agrees to provide a copy of the written disciplinary action to the Union within seventy-two (72) hours of it being issued. The inadvertent failure to provide the Union with a copy of the disciplinary action will not be sufficient grounds to overturn the discipline. However, if such failure causes the Union to miss the deadline to file a grievance for the discipline, the deadline shall be extended for that amount of time.

Progressive discipline will not be applied when the nature of the offense is just cause for immediate suspension or discharge.

An employee may request the attendance of a Union representative during any disciplinary or investigative meeting which may lead to disciplinary action. The Employer will provide interpretation through the Language Line upon request for employees for which English is not their primary language during disciplinary meetings and those meetings which are fact-finding or investigatory which may lead to discipline.

In the event the Employer's investigation takes longer than fourteen (14) days, the employee will be notified. Disciplinary action, if appropriate, will be taken within fourteen (14) days following the conclusion of the investigation.

Written disciplinary action in an employee's personnel file will be noted as inactive if two years have passed without a related discipline.

Whenever feasible, the Employer will consider options that allow an employee to remain at work, or in alternative assignments while allegations are pending or under investigation by an outside agency.

SECTION 5.5: PERSONNEL FILE

Personnel records will be maintained for each employee. Information contained in the personnel record will include among other information relative to the employee's employment: employment application and supporting materials, performance appraisals, and records of disciplinary action. Documentation regarding rate of pay, job classification, shift, hours of work, reason for termination (whether a quit, discharge or retirement), change in employment status and leaves of absence, will be available to the employee.

Upon written notification to Human Resources, employees will be allowed to inspect their personnel records. The Employer will make a good faith effort to grant the request within two (2) calendar days of the request and in any event inspection will be allowed within five (5) calendar days from the request. Employees will be given the opportunity to

provide a written response to any written evaluations, disciplinary actions or any other material to be included in the personnel file within seven (7) calendar days from the employee's inspection.

Employees may request a copy at the Employer's expense of any material in the employee's personnel file which is relevant to the employee's concerns. Requests for duplicate copies or copies of materials which are not relevant to the employee's concerns will be at the Employee's expense.

SECTION 5.6: EQUAL OPPORTUNITY & NON-DISCRIMINATION

The Employer and the Union agree not to discriminate or condone harassment in any manner, in conformance with applicable federal and state laws against any employee by reason of:

Race, marital status, color, religion, creed, sex, sexual orientation, marital status, national or tribal origin, gender, genetic information, gender expression/identity, membership (or non-membership) in the Union or lawful activities on behalf of the Union, veteran or military status, age or disability, subject to occupational requirements and ability to perform job requirements.

5.6.1: HARASSMENT

It is the responsibility of the Employer to ensure that all employees are aware of the Employer's harassment policies and procedures, including reporting, and properly trained on the content of such policies. The parties agree that this Section 5.6.1 will not be the basis of any grievance proceeding, though the Union does not waive any defenses that may arise regarding the training referenced herein.

SECTION 5.7: CORE VALUES

The Employer's Core Values apply to all interactions between the Employer and employees. If an employee believes that he or she has been treated in a way that is not consistent with these shared Core Values, the employee is expected to raise the concern in an appropriate

way and may choose to file an integrity complaint. Should the concern not be resolved in the integrity process, a grievance may be filed but may not be pursued to arbitration.

SECTION 5.8: RECOGNITION OF TREATABLE PROBLEMS

The Employer and the Union recognize that alcohol and chemical dependency are chronic and treatable conditions. The Employer and the Union support efforts which will enable the chemically impaired employee to remain employed so long as performance expectations are maintained and the employee does not require supervision in a position where working independently is a part of the employee's job responsibilities.

Efforts should be made by the employee to identify these conditions and the treatment options at an early stage to prevent or minimize erosion in work performance when applicable. The Employer and the Union will encourage and support employee participation in the State substance abuse monitoring program, including individually tailored return to work agreements, through which employees may seek confidential assistance in the resolution of chemical dependency or other problems which may impact job performance.

The Employer further acknowledges that alcoholism and chemical dependency are health conditions for which the employee is eligible for accrued PTO and/or health leave of absence under the same terms as other health conditions provided the employee is participating in an approved treatment/rehabilitation program.

It is the intention of the Employer to work with an employee to adjust their work schedule on an ad hoc or temporary basis to support the chemically dependent employee's participation in prescribed treatment programs.

The Employer and the Union acknowledge that employees continue to be responsible for maintaining satisfactory job performance and attendance and for compliance with the Employer's policies and procedures.

SECTION 5.9: EVALUATIONS

All employees will be formally evaluated in writing prior to completion of the probationary period and annually thereafter. The evaluation is a tool for assessing the professional skills of the employee and for improving and recognizing the employee's performance.

The employee will be given a copy of the evaluation. Employees will be required to sign the evaluation acknowledging the review of the evaluation at the time of the evaluation. At the time of the evaluation, and up to thirty (30) days thereafter, employees will be given the opportunity to provide a written response to the evaluation, which will be retained with the evaluation in the employee's personnel file.

SECTION 5.10: COMMUNICATION

Employees who have concerns regarding their working conditions are encouraged to raise those concerns through the appropriate levels of supervision. Employees concerned about safety issues should report them to their supervisor and the Safety Committee. The Safety Committee Participants will be posted in the facility.

SECTION 5.11: PARKING

Free parking will be provided at the facility's site to the extent available.

SECTION 5.12: STAFFING

It is the intent of both the Union and the Employer to endeavor to provide a level of staffing consistent with safe care of residents, and within state standards. The parties are committed to the proposition that adequate staffing is necessary to meet the needs of residents and to provide quality care.

The parties acknowledge that it is in the best interest of the residents, the facility and the staff that vacant positions be filled as soon as possible.

Both parties acknowledge that the changes in resident acuity, census and staff availability and workload requirements can happen rapidly, requiring mutual understanding, communication and flexibility.

Employee(s) who have concerns about staffing or workloads are encouraged to address the issues directly with their supervisor. Many staffing/workload issues, if addressed with the supervisor at the time of occurrence, can be resolved through adjustments in assignments or through the use of other staffing resources.

The employee(s) involved in the staffing concerns may request the issue be presented to the Labor-Management Committee.

If the Labor-Management Committee determines there is a genuine staffing issue, the Committee may recommend the Employer of the department to convene a departmental working group to review the issue and develop recommendations to the Labor-Management Committee. The Labor Management Committee may also make recommendations to the Employer. The departmental working group shall ensure all employee(s) identifying concerns and the manager/supervisor of that department are members of the working group in order to collaboratively achieve resolution to staffing concerns.

Final staffing decisions shall be made by the Administrator. The determination of staffing (mix of employees, ratios, numbers) shall not be subject to grievance or arbitration.

SECTION 5.13 JOB DESCRIPTIONS

The Employer will maintain job descriptions for all positions covered by this Agreement. Copies of these descriptions will be made available to employees and the Union upon request.

SECTION 5.14: SEVERE WEATHER

An employee who is late for a scheduled shift during a severe weather day will be offered the opportunity to work his/her full regular schedule of hours if work is needed, without suffering any pay deductions taken from such employee's regular scheduled work day providing such employee completes his/her shift. Severe weather days are days when weather hampers mass transit (e.g. buses and ferries) from transporting travelers to their

destinations. If weather conditions are such that driving to work would be hazardous, roads are closed, or travel to work would result in extreme hardship, an employee may use his/her PTO time if unable to report for work.

Employees are required to provide notification as soon as practicable if they are going to be late or unable to report for work.

ARTICLE 6: SENIORITY

SECTION 6.1: DEFINITION

Seniority will mean an employee's continuous length of service as a regular full-time or regular part-time employee with the Employer or any prior operator from the most recent date of hire.

Seniority will not apply to an employee until completion of the required probationary period. Upon satisfactory completion of this probationary period, the employee will be credited with seniority from most recent date of hire.

Seniority shall accrue and not be lost during a worker's paid time off, and during any leave pursuant to the FMLA, or otherwise required by law. A worker shall not accrue seniority while on layoff.

6.1.1: INTERNAL UPGRADE

On occasion, employees with previous continuous experience with the Employer in one job classification may be promoted to a job classification in a higher pay grade which requires a new or different license. In such cases, for purposes of layoff and recall only, employees will be credited with seniority for one-third (1/3) of the time worked in different job classifications. All other internal transfers will be credited with full seniority.

6.1.2: SENIORITY RIGHTS OF NON-BARGAINING UNIT EMPLOYEES

Employees outside the bargaining unit will not use their seniority for job bidding or to displace (bump) a bargaining unit employee out of a position during a layoff. After

transferring into a bargaining unit position, the employee will not have seniority rights for a period of ninety (90) days.

SECTION 6.2 TERMINATION OF SENIORITY

Seniority shall be broken only by the following:

- Resignation;
- Discharge for just cause;
- Retirement;
- Layoff of more than twelve (12) consecutive months;
- Failure to return in accordance with a leave of absence or when recalled from layoff (including failure to comply with the notification requirements in Article 6.8.1); or
- Refusal to accept a comparable job opening as defined in Article 6.12 from the Employer while on layoff

ARTICLE 7: HOURS OF WORK AND OVERTIME

SECTION 7.1: NORMAL WORK DAY

The normal workday will consist of eight (8) hours' work to be completed within eight and one-half (8 1/2) consecutive hours.

SECTION 7.2: WORK PERIOD

A normal work period shall consist of forty (40) hours of work within a seven (7)-day period. Sunday will be the first day of the work period.

SECTION 7.3: WORK SCHEDULES

Monthly work schedules (i.e., hours and days) will be posted fifteen (15) days prior to the beginning of the scheduled work period. Once the schedule is posted, both the Employer and employees will attempt to adhere as closely as possible to the posted schedule.

With the exception of emergency conditions involving patient care, including an unavailability of qualified employees which was not reasonably anticipated at the time of the schedule posting or low census conditions, individual scheduled hours of work set forth on the posted work schedules may be changed only by mutual consent.

If the Employer is required to change the schedule after it has been posted, the Employer shall, to the extent reasonably possible, first seek volunteers, contact employees who have placed themselves on a list of employees willing to work extra hours, and seek on-call employees before assigning an employee to a vacant shift without consent. The Employer shall document efforts to fill the vacant shift(s).

Employees will not be assigned to standby shifts.

SECTION 7.4: ALTERNATIVE WORK SCHEDULES

An alternative schedule is defined as a posted work schedule that requires a change, modification or waiver of any provision of this Employment Agreement.

Alternative work schedules may be established in writing by agreement between the Employer and a majority of the employee(s) involved. The Employer shall notify the Union in writing prior to proposing an alternative schedule to employees. The Employer shall also notify the Union promptly in writing upon Human Resources' receipt of an employee-proposed alternative schedule, providing the Union a copy of the same.

The Employer shall provide written notice to the Union within thirty (30) days of the establishment of such agreement.

Where work schedules other than the eight (8) hour day schedule are utilized, the Employer shall have the right to revert back to the eight (8) hour day schedule or the work schedule which was in effect immediately prior to the innovative work schedule after at least thirty (30) days' advance notice to employees.

SECTION 7.5: OVERTIME

The Employer will not re-schedule an employee for extra hours of work because of time off with pay.

Employees will be paid time-and-one-half (1 1/2) after forty (40) hours in a work week.

There will be no pyramiding or duplication of overtime pay or premium pay paid at the rate of time-and-one-half (1 1/2x).

All overtime must be approved by the supervisor. The Employer and the Union agree that overtime should be minimized.

In accordance with Washington State Law, if in the Employer's opinion overtime is necessary, the Employer shall first seek volunteers from the affected department, contact employees who have placed themselves on a list of employees willing to work extra hours, and seek on-call employees before assigning an employee to a vacant shift. The Employer (including by delegation to bargaining unit employees) shall document exhaustion of reasonable efforts before assigning overtime equitably.

In the event that all employees refuse voluntary overtime, the Employer shall refer to a posted list of employees in the affected department for the purposes of rotating assignment of mandatory overtime. The least senior employee on the list shall be assigned to the vacant shift first. Thereafter, the next least senior employee will be assigned to such shift until the list has been exhausted.

An employee shall notify the Employer in writing if they believe that their mandatory overtime assignment creates an undue hardship. The Employer shall follow all applicable law with regards to mandatory overtime for health care professionals.

Mandatory overtime is not intended to be a frequent occurrence and will only be used once all other options are exhausted. No employee shall be mandated more than once per pay period unless required to meet emergent patient care or other exigent operational needs.

The Union and the Employer agree that when an employee is hired or transferred to a different job classification, the Employer shall classify such employee as either working a 0/40 or an 8/80 schedule for the purposes of computing overtime.

SECTION 7.6: MEAL/REST PERIODS

Meal periods and rest periods will be administered in accordance with state law (WAC 296-126-092). Employees will be allowed an unpaid meal period of one-half (1/2) hour when working five hours or more.

The Employer will compensate employees for missed or interrupted meal breaks in accordance with federal and state law. All employees will be allowed one rest period totaling fifteen (15) minutes on the Employer's time, for each four (4) hours of working time, which may be taken intermittently based on scheduling requirements of the unit.

SECTION 7.7: REPORT PAY

Employees who report for work as scheduled and are released from duty by the Employer because of low census will receive a minimum of four (4) hours' work at the regular rate of pay or four (4) hours pay. This provision shall not apply to an employee who volunteers to be released. Such minimum guarantees shall not apply if the Employer makes a reasonable effort to notify the employee at least two (2) hours prior to the scheduled starting time that the employee is scheduled to report to. Reasonable effort shall be defined as an Employer telephone call to the telephone number provided by the employee, or such other method as mutually agreed upon by the Employer and the employee and either leaving a message with the person who answers the telephone, leaving a voice mail message or sending a text message.

SECTION 7.8: WEEKENDS

The weekend will be defined as that period after 10:30 p.m. Friday to 10:30 p.m. Sunday except for employees whose regular start time is before 10:30 p.m. whose weekend will begin at the end of their shift.

The Employer will make a good faith effort to schedule two (2) weekends off out of every four (4) successive weekends for full-time and part-time employees. This section shall not apply to part-time or full-time employees who voluntarily agree to more frequent weekend duty, or to those hired specifically to work the weekends.

SECTION 7.9: REST BETWEEN SHIFTS

In scheduling work assignments, the Employer will make a good faith effort to provide each employee with at least twelve (12) hours off duty between shifts except for employees whose work schedule is otherwise.

This Section will not apply to time spent for educational purposes, committee meetings, or staff meetings.

If attendance at a staff meeting or in-service is required and there are no other options, the staff meeting or in-service is considered time worked for purposes of this section.

Employees who are required by the Employer to participate in meetings or trainings, in person or remotely, shall be paid for that time.

ARTICLE 8: WAGES AND COMPENSATION

SECTION 8.1 WAGE RATES

Changes in Pay. Changes in wages and/or premiums will take effect on the day of the beginning of the first full pay period following the calendar dates designated in Appendix A or Appendix B.

The classifications of employees covered under this Agreement and the corresponding ranges of pay are set forth in Appendix "C" which is attached hereto and made part of this Agreement.

SECTION 8.2: WAGE SCALES AND ANNIVERSARY INCREASES

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

The attached wage scale in Appendix B shall be effective on the first full pay period one year after ratification, January 31, 2027. All employees will be placed on the new scale on January 31, 2027 per the procedure below.

Year 1 Placement

In Year One, employees will be placed on the scale based on their full years of experience in that classification (as defined by Section 8.4). Any employee who has been employed for longer than five months will be placed at the next step of the wage scale that results in an increase equal to or greater than a 2% increase.

Any employee who has been employed for less than five months and whose current rate is above the scale will be placed at the next step of the scale.

Any employee whose rate exceeds the 10+ rate on the scale at the time of initial placement will receive an increase of 2.25%

Any employee whose rate exceeds the 10+ rate on the scale at the time of initial placement and has 15+ years of seniority and/or experience will receive an increase of 3.00%

Year 2

Employees will advance to the next step on the Year 2 Wage Scale for their job classification on January 31, 2027. This advancement will include employees who were hired into their job classification before October 1 of the preceding year. Employees who were hired into their job classification on or after October 1, 2026 in Year One will not advance to the next step on January 31, 2027 immediately following their date of hire into that job but will receive an increase to the appropriate step of the Year Two Wage Scale.

For example, if the ratification date is February 1, 2026, 4 months prior to the ratification anniversary would be October 1, 2026. In this case, any employee hired before October 1, 2026 would move to the new scale and advance along that scale on February 1, 2027. Any

employee hired after October 1, 2026 would be placed on the new scale on February 1, 2027, but stay in the same “years” as when hired.

Any employee whose rate exceeds the scale will receive an increase of 3% on the first pay period one year after the ratification of this Agreement.

SECTION 8.3: DEFINITION OF EXPERIENCE

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

NARs that can establish that they were denied by the Department of Health the opportunity to take their CNA test since March 2020 shall have all their experience recognized as their total years as a NAR minus one-hundred and twenty (120) days.

Employees shall be hired at the step that corresponds with their years of experience, as defined in Section 8.4. If at any time an employee is hired into a position at a rate higher than that of a current employee(s) in the same position with the same or greater experience (as defined in Section 8.4) that current employee(s) shall be moved to the same rate as the newly hired employee, effective the first full pay period following the hire date of the new employee. The parties agree that this provision shall not apply to an inadvertent error and shall only apply where the employer consciously offered an employee a rate in excess of the required scale.

SECTION 8.4: DIFFERENTIALS AND BONUSES

8.4.1: SHIFT DIFFERENTIAL

Registered Nurses and Licensed Practical Nurses who work four (4) or more hours on the shift designated by the Employer as evening shift (starting between 1:30 p.m. and 3:30 p.m.) will be paid a shift differential of two dollars (\$2.00) per hour over the hourly contract rates of pay.

Certified Nurse Assistants who work four (4) or more hours on the shift designated by the Employer as evening shift (starting between 1:30 p.m. and 3:30 p.m.) will be paid a shift differential of one dollar and fifty cents (\$1.50) per hour over the hourly contract rates of pay.

Employees who work four (4) or more hours on the shift designated by the Employer as evening shift (starting between 1:30 p.m. and 3:30 p.m.) will be paid a shift differential of one dollar (\$1.00) per hour over the hourly contract rates of pay.

Registered Nurses and Licensed Practical Nurses who work four (4) or more hours on the shift designated by the Employer as night shift (starting between 10:00 p.m. and 12:00 a.m.) will be paid a shift differential of three dollars (\$3.00) per hour over the hourly contract rate of pay.

Certified Nurse Assistants who work four (4) or more hours on the shift designated by the Employer as night shift (starting between 10:00 p.m. and 12:00 a.m.) will be paid a shift differential of two dollars and fifty cents (\$2.50) per hour over the hourly contract rate of pay.

Employees who work four (4) or more hours on the shift designated by the Employer as night shift (starting between 10:00 p.m. and 12:00 a.m.) will be paid a shift differential of two dollars (\$2.00) per hour over the hourly contract rate of pay.

8.4.3: CNA DIFFERENTIALS

CNAs who are classified as Restorative Aides will be paid an additional \$1.00 per hour above the applicable CNA wage rate for their years of experience.

CNAs who are assigned to work as a Shower Aide will be paid an additional \$1.00 per hour above the applicable CNA wage rate for their years of experience.

8.4.4: ON-CALL DIFFERENTIAL

On-call employees will be paid in accordance with the wage rates set forth in Article 8 of this Agreement plus a fifteen per cent (15%) wage premium in lieu of benefits. In addition, on-call employees will be eligible for shift differential in accordance with this Agreement.

SECTION 8.5: PROMOTIONS

Employees transferring into positions which require entirely new training or academic preparation will begin at the base pay for that position, or at the same pay of their previous job, whichever is higher, unless otherwise determined by the appropriate manager and with the concurrence of the Human Resources department.

SECTION 8.6: TRANSFERS

Employees transferring from one department to another in a similar position with the same, or substantially the same, pay scale will go in at the same rate on the new pay scale.

Employees transferring into a position with a lower pay scale will have their pay reduced proportionately based upon a comparison of base-to-base wage.

SECTION 8.7: PRECEPTOR PAY

Any employee assigned as a preceptor other than a lead will receive a premium of one dollar (\$1.00) per hour for all hours worked in the preceptor capacity.

SECTION 8.8: WEEKEND PAY

Any employee who agrees to work a schedule of every weekend will receive a premium of two dollars (\$2.00) for each hour actually worked on the weekend, if the employee works two complete shifts on the weekend. If the employee's commitment is to work only one (1) shift on the weekend, the premium shall be one dollar (\$1.00) per hour.

SECTION 8.9: CERTIFICATION/LICENSE/PERMIT REIMBURSEMENT

Full-time, and part time employees who work more than twenty hours who have completed 3 months of employment shall be eligible for up to \$300 per year for reimbursement for licensure and/or CEU credits. Proper documentation will be required.

SECTION 8.10: HOLIDAY PAY

Employees who work on the following recognized holidays (New Year's Day, Martin Luther King, Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day) will be paid time and one-half (1-1/2) their hourly rate of pay for hours worked.

SECTION 8.11: INCENTIVES

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

SECTION 8.12: WAGE DISCUSSION

The Employer shall respond to all requests for information regarding vacancies in accordance with the National Labor Relations Act and any other applicable law. The Employer shall discuss vacancies or any barriers to hiring employees with the Union at least two times a year at a labor management meeting and upon reasonable request of the Union.

ARTICLE 9: PAID TIME OFF

SECTION 9.1: PAID TIME OFF

The Employer provides eligible employees with the opportunity to have paid time off for various reasons including vacation, holidays, personal time and illness. Vacation, holiday and personal time hours are accrued as PTO (Paid Time Off) hours.

Full-time and part-time employees are eligible to accrue PTO based on their regular straight-time hours worked each pay period up to a maximum of 40 hours per week and 2080 hours per year.

Accrual Schedule

PTO accrual rates for full-time employees are as follows:

Length of Service	PTO Days Accrual per Year (based on 8 hr shift)	PTO Hours Per Year			PTO Hours Per Pay Period			Maximum PTO Hours Accrual/Year		
		PTO Hours Annual Accrual	PTO Safe-Sick Annual Accrual	Total of PTO and PTO Safe-Sick	PTO Hours Accrual per Pay Period	PTO Safe-Sick Accrual per Pay Period	Total Hours Accrual per Pay Period	PTO Maximum Annual Hours Accrual	PTO Safe-Sick Maximum Annual Hours Accrual	Total Annual Hours Accrual
Less than 3	25	131	69	200	5.04	2.65	7.69	192	108	300
3 to less than 5	28	155	69	224	5.97	2.65	8.62	228	108	336

5 to less than 10	30	171	69	240	6.58	2.65	9.23	252	108	360
10 to less than 15	33	195	69	264	7.52	2.65	10.17	288	108	396
15 or more	35	211	69	280	8.12	2.65	10.77	312	108	420

*Amounts pro-rated if worked less than 1.0 FTE

**Pursuant to state law, PTO-Safe Sick accruals are not capped. PTO-Safe Sick continues to accrue throughout the year. However, no more than 108 hours of PTO-Safe Sick may be carried over to the following calendar year.

SECTION 9.2: SHORT TERM DISABILITY AND PARENTAL LEAVE BENEFIT

Starting the first full pay period after December 31, 2019, the Employer will provide a Short-Term Disability and Paid Parental Leave benefit. Short Term Disability and Parental Leave will be paid at 65% of the employee’s base rate of pay plus shift differential plus certification premium, if applicable. Participation shall be subject to specific plan eligibility requirements and timely submission of benefit election. Short-term disability and paid parental leave benefits are coordinated with eligible pay available through the Washington Paid Family and Medical Leave Program to ensure an employee receives 65% of their eligible pay.

SECTION 9.3: PTO AND/OR PTO-SAFE SICK SCHEDULING

Employees are required to use accrued PTO and/or PTO-Safe Sick for planned and unplanned time off. Department management may approve or deny time off requests based on department needs and work requirements. Employees are encouraged to appropriately plan the use of their PTO and/or PTO-Safe Sick accrual to ensure available PTO and/or PTO-Safe Sick remains in their accrual bank for absences due to short term illness and observed holidays. When accrued PTO and/or PTO-Safe Sick is exhausted, any remaining time off will be unpaid.

- a) PTO and/or PTO-Safe Sick requests should be made as much in advance as possible and should be approved in accordance with departmental procedures.
- b) When two or more employees request PTO and/or PTO-Safe Sick at the same time for the same period and both requests cannot be granted a decision will be made in accordance with this article.
- c) Employees are required to use accrued PTO and/or PTO-Safe Sick time before requesting any unpaid time off.
- d) Employees may only request PTO and/or PTO-Safe Sick to replace regularly scheduled hours, not to exceed their normally scheduled work week hours.
- e) Requests for consecutive time off lasting longer than 30 days must have the prior approval of the department management team and Human Resources. Time off in excess of 30 days may be considered a Personal Leave of Absence.
- f) PTO and/or PTO-Safe Sick is paid through the normal payroll cycle for actual hours taken in that pay period. There will be no allowances for advance or early paychecks.

Occasionally, due to business necessity, employees may be asked to postpone their scheduled PTO and/or PTO-Safe Sick days. Employees may request a comparable amount of PTO and/or PTO-Safe Sick off at a later date. Actual hours worked will be paid at an employee's regular rate of pay and will not be charged as PTO and/or PTO-Safe Sick.

9.3.1: PTO AND/OR PTO-SAFE SICK AND PRIME TIME

Prime time will be defined from June 1 through September 30 of each year.

Requests for prime time PTO and/or PTO-Safe Sick submitted by April 1 will be approved on a seniority basis.

The prime time PTO and/or PTO-Safe Sick schedule will be posted by each April 20.

Requests for prime time PTO and/or PTO-Safe Sick, submitted after April 1, will be granted on a first come first served basis, if submitted on the same day, then by seniority. Written notification will be given to the Employee within nineteen (19) days of submitting a request.

PTO and/or PTO-Safe Sick will be scheduled in such a manner as to provide adequate core staffing per work area.

No more than two (2) calendar weeks of PTO and/or PTO-Safe Sick may be granted during prime time unless the employee has greater than five (5) years of seniority in which case additional weeks of PTO and/or PTO-Safe Sick may be granted during prime time.

9.3.2: PTO AND/OR PTO-SAFE SICK - HOLIDAY AND SPRING

Holiday PTO and/or PTO-Safe Sick will be defined from November 15 to January 10 of each year. PTO and/or PTO-Safe Sick - Spring will be defined from March 21 to April 15.

Requests for Holiday PTO and/or PTO-Safe Sick submitted by September 10 and for PTO and/or PTO-Safe Sick -Spring submitted by January 1 will be approved on a seniority basis rotating annually.

The holiday schedule will be posted by October 15, and the Spring schedule by February 1.

PTO and/or PTO-Safe Sick granted during holidays/spring will be in conjunction with the holiday/spring on-call rotation. Adequate core staffing will be maintained.

Holiday or spring PTO and/or PTO-Safe Sick requests submitted outside the submittal dates will be granted on a first come first served basis and if submitted on the same day then by seniority. Written notification will be given to the Employee who submits a PTO

and/or PTO-Safe Sick request outside the submittal dates either (a) by October 15 or February 15, closest to the holiday or spring leave or (b) within two (2) weeks of submitting the request, whichever is later.

9.3.3: PTO AND/OR PTO-SAFE SICK - NON-PRIME TIME

PTO and/or PTO-Safe Sick during non-prime time will be granted on a first come first served basis if submitted on the same day then by seniority.

Employees will present written requests for PTO and/or PTO-Safe Sick as far in advance as is possible, but not less than two (2) weeks before the work schedule is posted or twelve (12) months prior to the date requested, whichever is later.

Employees will be notified in writing within two (2) weeks after the request is submitted as to whether the PTO and/or PTO-Safe Sick is approved.

SECTION 9.4: HOLIDAYS

Recognized holidays include: New Year's Day, Martin Luther King, Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

9.4.1: ELIGIBILITY

Requests for holidays off will be submitted in the same manner as vacation requests. Approval will be based on staffing needs and other facility requirements.

SECTION 9.5: ROTATION OF HOLIDAY WORK

Holiday work will be rotated by the Employer to the extent possible.

SECTION 9.6: NOTIFICATION

Employees working the first (day) and second (evening) shifts shall notify the Employer at least two (2) hours in advance of the employee's scheduled shift if the employee is unable to report for duty as scheduled. Employees working the third (night) shift shall notify the Employer at least three (3) hours in advance of the employee's scheduled shift if the employee is unable to report for duty as scheduled.

Failure to comply with the above specified notification requirements may result in loss of paid time off and/or disciplinary action. In the event of a documented emergency, the notification may be waived by the Employer.

PTO and/or PTO-Safe Sick requested during the Thanksgiving, Christmas or New Year's holiday periods may be assigned on a rotational basis subject to staffing needs.

SECTION 9.7: PTO CASH OUT

The Employer agrees to allow bargaining unit employees the ability to cash out or donate PTO and/or PTO-Safe Sick in the same manner as other non-bargaining unit employees. In the event the Employer modifies the current manner in which PTO and/or PTO-Safe Sick is cashed out, the Employer will notify the Union at least thirty (30) days prior and, upon request, bargain over the effects of such changes.

SECTION 9.8: PAYMENT UPON TERMINATION

Employees leaving employment in good standing will receive full payment for the value of accrued PTO and/or PTO-Safe Sick, based on current rate of pay, upon terminating employment, subject to the maximum accrual limit as specified above. Accrued PTO and/or PTO-Safe Sick will generally be paid on the next regularly scheduled payday following the termination of employment.

This is provided that this provision will not apply to those employees who terminate their employment without giving the required fourteen (14) days' prior written notice, or to those employees who are discharged for cause.

SECTION 9.9: PAY RATE

PTO, and PTO-Safe Sick, pay will be paid at the employee's regular rate of pay.

ARTICLE 10: HEALTH AND SAFETY

SECTION 10.1: HEALTH AND SAFETY

The Facility will maintain a safe and healthy workplace in compliance with all federal, state and local laws applicable to the safety and health of its employees. The Facility will maintain a Safety Committee in accordance with all regulatory requirements. Employees are encouraged to report any unsafe conditions to their supervisors.

SECTION 10.2: HEALTH AND SAFETY PROTECTIONS

Health and safety being critical concerns of the Employer and Employees, the Employer will provide the following:

10.2.1: HEPATITIS TITER AND HEPATITIS B VACCINE

New employees will be strongly encouraged to consider taking the Hepatitis titer and Hepatitis B vaccine if they're routinely exposed to blood and body fluids or the handling of sharp instruments. Hepatitis B vaccine will be available without cost through the Employer to employees who are routinely exposed to blood and body fluids or the handling of sharp instruments.

10.2.2: TUBERCULOSIS EXPOSURE CONTROL PROGRAM

Employer will provide PPD screening and TB exposure control training and devices according to WAC.

10.2.3: INFECTION MONITORING AND SURVEILLANCE

Upon confirmation, all infections listed in the surveillance policies must be documented appropriately and submitted to the employee's supervisor.

10.2.4: REGULAR COVID-19 TESTING

If the Employer mandates regular COVID-19 testing protocols, including testing of asymptomatic employees, testing will be conducted during paid work hours. If for extraordinary circumstances, the Employer requires that an employee test for COVID-19 on a non-workday, the Employer will compensate the employee for one hour at their regular base rate of pay. If the relevant health authorities change their regulations

regarding COVID-19 during the duration of this contract, the Parties may meet to discuss this article.

SECTION 10.3: SAFETY EQUIPMENT AND SUPPLIES

Employees may purchase supplies if they choose to do so, but no employee shall be required to provide appropriate personal protective equipment (PPE), safety equipment, supplies, or protective garments at their own expense to perform any task for a resident. The Employer shall provide both latex-free and powder-free options for gloves and shall dispense the gloves in such a manner as to safeguard the sterile conditions. If such a situation arises where there are insufficient appropriate supplies or materials, the employee will report the situation immediately to their supervisor and/or their department head.

SECTION 10.4: SAFE WORKING ENVIRONMENT

The Employer has policies addressing discrimination, harassment, and abusive behavior. These policies are available for review on the Employer's intranet system and can be reviewed with core leaders or human resources. Employees who experience treatment that they perceive to be harassment, abuse, violence, or other forms discrimination should report those experiences to their supervisor, another member of management, human resources, Caregiver Relations, or other resources that may be available. All complaints of harassment or discrimination reported to management or Human Resources will be treated as confidentially as possible, except as needed to conduct a fair investigation or otherwise required by law.

All employees will be provided regular training regarding the Employer's anti-harassment policies, including reporting upon hire.

The Employer provides employees with information, including relevant care plans and behavioral support interventions, existing problem-solving tools, and strategies to improve safe care delivery for all patients and residents.

The Employer will provide an Employee Assistance Program (EAP) to bargaining unit employees on the same terms and conditions as the program is available to non-unit employees. The Employer's EAP promotes and supports employee health, safety, and well-being.

SECTION 10.5: 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 subject to the Employer's anti-retaliation policy.

ARTICLE 11: LEAVES OF ABSENCE

SECTION 11.1: GENERAL

All leaves of absence are to be requested from the Employer in writing as far in advance as possible, stating the reason for the leave and the amount of time requested.

A written reply to grant or deny the request will be given by the Employer within thirty (30) days. The denial or granting of a leave is at the discretion of the Employer, except where stated otherwise.

A leave of absence begins on the first day of absence from work.

SECTION 11.2: MATERNITY LEAVE

A leave of absence will be granted upon request of the employee for the period of disability for maternity purposes, without loss of benefits and seniority accrued to the date such leave commences. Upon the request of the employee, the Employer may grant

an extension of maternity leave not to exceed a total of six (6) months, including the period of disability and any time under FMLA or WAPFL and the provisions of Short-Term Disability where applicable, without loss of benefits and seniority accrued to the date such leave commences.

If the employee's absence from work for maternity reasons does not exceed the period of the employee's temporary disability, including any approved extension of up to 4 weeks, the employee will return to their prior position and former full-time or part-time status.

Thereafter, upon requesting to return to work, the employee will be offered the first available opening for which the employee is qualified.

Medical insurance coverage will be continued during the period of maternity disability.

The Employer may require a statement from a licensed medical practitioner verifying the period of disability and attesting to the employee's capability to perform the work required of the position.

SECTION 11.3: FAMILY & MEDICAL LEAVE

Pursuant to the Family and Medical Leave Act (FMLA) of 1993 and applicable Washington state law, family and/or medical leave of absence is defined as an approved absence available to employees.

Extended leave may be available in accordance with FMLA for eligible employees to care for a military family member who is recovering from a serious illness or injury sustained in the line of duty.

The Employer shall maintain the Employer's contribution to the employee's health benefits during this leave and shall reinstate the employee to the employee's former or equivalent position at the conclusion of the leave. The use of family leave shall not result in the loss of any employment benefit that accrued prior to the commencement of the leave. Under certain conditions, family leave may be taken intermittently or on a reduced work schedule.

If a leave qualifies under both federal and state law, the leave shall run concurrently. Ordinarily, the employee must provide thirty (30) days' advance notice to the Employer when the leave is foreseeable. Family leave shall be interpreted consistently with the conditions and provisions of the applicable law.

Employees returning from Family and Medical Leave will return to their prior position as required by law.

Deductions for Washington State Paid Family Leave will commence upon ratification of this collective bargaining agreement. The effective date for use of Washington State Paid Family Leave is January 1, 2020.

SECTION 11.4: INSURANCE COVERAGE WHILE ON LEAVE

While in an unpaid status, a benefit-eligible employee on an approved leave of absence may continue insurance coverage under the current COBRA regulations.

SECTION 11.5: CHILD CARE LEAVE

After one (1) year of continuous employment, an unpaid leave may be granted to an employee to care for a dependent child who resides with the employee for conditions other than those set forth in Section 12.3 (Family Leave) without loss of seniority or accrued benefits.

An employee on childcare leave will be entitled to return to the same position (same work area and FTE) the employee occupied prior to the leave if the employee returns within forty-five (45) days.

If the employee returns after forty-five (45) days, the employee will be eligible for the first available position for which the employee is qualified consistent with the process established in Section 5.1 of this Agreement.

Such leave will not exceed one (1) year.

SECTION 11.6: HEALTH LEAVE

After one (1) year of continuous employment, a leave of absence may be granted for health reasons upon the recommendation of a licensed medical practitioner for a period of up to six (6) months on approval of the Employer, without loss of accrued benefits accrued to the date such leave commences.

If the employee's absence from work for health reasons does not exceed twelve (12) weeks, the employee will return to work on the same unit, shift and former full-time or part-time status.

Thereafter the duration of the leave, upon requesting return to work, the employee will be offered the first available opening for which the employee is qualified.

During this health leave of absence, the employee will use PTO thereafter to the extent accrued.

The Employer may require a statement from a licensed medical practitioner verifying the employee's health condition and attesting to the employee's capability to perform the work required of the position.

SECTION 11.7: MILITARY LEAVE

Leave required in order for an employee to fulfill active-duty requirements in a military reserve of the United States will be granted without pay, without loss of benefits accrued to the date such leave commences and will not be considered part of the employee's earned PTO time.

An employee who returns from military leave on a timely basis, as specified by applicable laws, will be reinstated to their former position, or to a position of like seniority, status and pay.

SECTION 11.8: JURY DUTY

All full-time and part-time employees who are required to serve on jury duty on a regularly scheduled workday, or who are called to be a witness on behalf of the Employer

in any judicial proceeding, will be compensated by the Employer for the difference between their jury duty/witness fee pay and their regular rate of pay.

This is provided that they notify the Employer immediately upon receipt of the jury summons to allow the Employer an opportunity to notify the court if the jury duty imposes a hardship on the Employer.

Employees who serve as jurors will be administratively assigned to a day shift for the duration of the jury duty.

Employees subpoenaed for proceedings not involving the Employer will be given unpaid release time.

SECTION 11.9: BEREAVEMENT LEAVE

Up to three (3) days of paid leave (prorated for part-time employees) in lieu of regularly scheduled workdays will be allowed for a death in the immediate family.

An additional two (2) days of unpaid leave may be granted up to a maximum of eight (8) days where travel over 250 miles is required to attend the funeral.

The term “immediate family” will include the following relatives of the employee: grandparent, parent (or an individual who currently stands in a legalized guarding relationship for the employee), spouse, brother, sister, child (biological, adopted, foster, stepchild, legal ward, or a child for whom the parent stood as a legal guardian) grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, domestic partner and any relative living in the employee’s home.

SECTION 11.10: LEAVE FOR DOMESTIC VIOLENCE, SEXUAL ABUSE OR STALKING

Eligible employees may take unpaid leave for domestic violence, sexual assault or stalking for themselves or family members under appropriate circumstances in accordance with RCW.49.76.

SECTION 11.11: MILITARY CAREGIVER LEAVE

Eligible employees may receive unpaid leave, up to twenty-six weeks during a twelve-month period, to care for a qualified covered service family member with a serious illness/injury in accordance with the Family Medical Leave Act.

SECTION 11.12: MILITARY SPOUSE LEAVE

Eligible employees may receive up to fifteen (15) days of unpaid leave related to the deployment of a spouse in accordance with RCW 49.77.

SECTION 11.13: LEAVE WITHOUT PAY

Employees on leave without pay will neither accrue nor lose seniority during the leave of absence.

Subject to resident care requirements, the Employer will make a good faith effort to provide unpaid leave time for employees participating in contract negotiations for the dates of joint bargaining. The number of employees seeking such leave from units/departments/shifts shall not adversely impact resident care. Employees must notify the manager as soon as the employee has knowledge of future meeting dates. Requests for Union leave shall not be arbitrarily or capriciously denied. The employee shall be returned to their job and shift.

SECTION 11.14: LEAVE WITH PAY

Leave with pay will not affect an employee's compensation, accrued hours, benefits or status with the Employer.

SECTION 11.15: RETURN FROM LEAVE

If a leave of absence does not exceed forty-five (45) days (or other amount as defined in the relevant section of this article), the employee will be entitled to return to the same position, work area held prior to the leave.

Except as otherwise provided for in this Article 11, employees who return to work on a timely basis in accordance with an approved leave of absence agreement in excess of

thirty (30) days will be entitled to the first available opening for which the employee is qualified consistent with the provisions of Section 5.1.

SECTION 11.16: ATTENDANCE POLICY

Approved absences under this article will not be counted for purposes of the Employer's attendance policy.

ARTICLE 12: COMMITTEES

SECTION 12.1: LABOR MANAGEMENT COMMITTEE

The Employer, together with the Union selected representatives of the employees, will establish a Labor-Management Committee to assist with personnel and other mutual problems.

The function of the Labor-Management Committee will be to discuss issues of mutual concern including staffing and resident care issues, to recommend solutions to problems identified by the Committee, and to make recommendations for the improvement of working conditions.

The Committee will be established on a permanent basis and will consist of four (4) representatives of the Employer and four (4) representatives of the employees appointed by the Union, who are employees of the Employer.

Staff representatives of the Union and the Employer may attend as resource persons

The committee shall meet not less than bi-monthly or as often as mutually deemed necessary.

SECTION 12.2: COMPENSATION

All meeting time served by employees on Employer-established committees where attendance is required, as well as time spent by those committees established by this Agreement will be considered time worked and will be paid at the appropriate contract rate. Where the Employer makes a specific, written assignment to an employee to prepare

for a meeting outside of the employee's regular work hours/assignment, the time spent within that authorization shall be paid time.

SECTION 12.3: HEALTH & SAFETY

The Facility will maintain a Safety Committee in accordance with all regulatory requirements as provided in Article 10.

ARTICLE 13: STAFF DEVELOPMENT

SECTION 13.1: ORIENTATION

The objectives of orientation are to familiarize newly hired employees with the objectives, philosophy and services of the Facility.

New employees are to be oriented to Facility policies and procedures and instructed as to their functions and responsibilities, as defined in job descriptions

SECTION 13.2: IN-SERVICE EDUCATION

The Facility shall maintain regular and on-going in-service education programs in order to promote quality patient care and to develop staff potential. The Employer will endeavor to schedule such programs to be available to all shifts and to all personnel as appropriate. This includes all types of mandatory in-service educational programs.

Programs will be posted in advance and will indicate if attendance is mandatory.

Employees required by the Employer to attend in service education during off duty hours will be paid at the regular rate of pay. This includes all types of mandatory in-service educational programs.

The Employer will make a good faith effort to schedule programs to accommodate employee work schedules. This includes all types of mandatory in-service education programs.

SECTION 13.3: JOB-RELATED STUDY

After one (1) year of continuous employment, permission may be granted for a leave of absence without pay for job-related study. There will be no loss of seniority, sick leave or vacation accrued as of the commencement of the leave.

SECTION 13.4: APPROVED EXPENSES

When the Employer requires the employee to participate in an educational program (which does not include programs for maintaining licensure and specialty certification), the Employer will pay approved expenses that are directly related to the program.

SECTION 13.5: PRODUCTIVITY STANDARDS AND QUALITY OF CARE

The Employer recognizes that productivity standards must consider whether they are reasonable, attainable, and consistent with the provision of safe, effective, and ethical patient care, considering patient acuity, complexity of care, and other non-treatment duties assigned. Breaks required by the Employer shall not be considered productive-time and will not be counted toward any productivity measurement.

Within 90 days of ratification, the Employer agrees to convene a labor management meeting to discuss the current productivity standards that have been implemented for the Therapy Department. The Employer also agrees to review these standards with the Union on no more than an annual basis.

Nothing contained herein shall be construed to limit the rights of the Employer set forth in Article 18.

ARTICLE 14: HEALTH INSURANCE

SECTION 14.1: HEALTH, LIFE AND LONG-TERM DISABILITY

Effective beginning the date of hire or from the effective date in a benefit eligible position, full-time and part-time employees with a 0.5 FTE and above will participate in the Employer's - benefits program which provides a variety of medical and dental benefits, long-term disability insurance, supplemental employee life, accidental death/dismemberment

and dependent life insurance. Participation shall be subject to specific plan eligibility requirements.

14.1.1: MEDICAL BENEFITS

In 2026, the percentage of employee premium contributions for employee only coverage and dependent coverage will not change for medical and dental coverage.

Bargaining unit employees will participate in the same health insurance plans (to include, but not limited to, the same premium rates) offered to the rest of the employees employed by the Employer. The Employer also agrees that benefit year 2026, for eligible full-time employees participating in the HSA Medical Plan, it will pay at least ninety-five percent (95%) of the employee-only premium and a minimum of seventy percent (70%) of the dependent(s) premium depending on the family coverage category chosen, subject to participation in the wellness initiative of the Employer.

The parties also agree that the Employer does not have an obligation to bargain over changes required by applicable law or regulation, although the Union may ask to bargain over the effects of such changes. Changes in health care providers available under existing plans shall not be considered a material reduction in benefits during this agreement.

SECTION 14.2: OTHER INSURANCE

The Employer will provide or self-insure Workers' Compensation Insurance and Unemployment Compensation Insurance in accordance with the laws of the State of Washington.

After utilizing all paid leave, employees who were receiving Employer-paid medical insurance prior to the workplace injury will continue to receive Employer-paid medical insurance for up to an additional three (3) months in accordance with FMLA.

14.2.1: COORDINATION OF BENEFITS

When an employee is eligible to receive payments under the Workers' Compensation Act, accrued sick leave and/or PTO may be used to supplement such payments to make up the

difference between compensation received under the Workers' Compensation Act and the employee's regular rate of pay, but not to exceed the net earnings the employee would have normally received during a normal work week.

ARTICLE 15: RETIREMENT

SECTION 15.1: RETIREMENT PLAN

Employees will participate in the Employers retirement plan as that plan may be amended from time to time for all other plan participants.

SECTION 15.2: PLAN CHANGES

The Union and employees will be given at least thirty (30) days' notice of other than an incidental change in the health benefits or retirement plans before the change is implemented.

ARTICLE 16: GRIEVANCE PROCEDURE

SECTION 16.1: GRIEVANCE DEFINED

A grievance is defined as an alleged breach of the terms and conditions of this Agreement. It is the desire of the parties to this Agreement that grievances be adjusted informally wherever possible and at the first level of supervision.

SECTION 16.2: TIME LIMITS

Time limits set forth in the following steps may only be extended by mutual written consent of the parties to this Agreement.

A time limit which ends on a Saturday, Sunday or a holiday designated in Section 9.4 above will be considered to end at 4:30 p.m. on the next following business day.

Failure of an employee to file a grievance on a timely basis or to timely advance a grievance in accordance with the time limits set forth below will constitute withdrawal of the grievance.

Failure of the Employer to comply with the time limits set forth below will result in the grievance being automatically elevated to the next step without any action necessary on the part of the employee, provided that the Union must specifically request arbitration as required by Article 16.3, Step 4.

SECTION 16.3: GRIEVANCE PROCEDURE

A grievance will be submitted subject to the following grievance procedure:

Step 1: Immediate Supervisor

If any employee has a grievance, the employee will first meet and present the issue and proposed resolution to the employee's immediate supervisor within fourteen (14) calendar days from the date the employee was or should have been aware that the grievance existed.

A Union steward/advocate will be present if requested by the employee.

If the Union steward/advocate participates in the grievance meeting, the Human Resources Manager or designee may also be present at this Step 1 meeting.

Within fourteen(14) calendar days after such meeting, the supervisor shall send the Union and the employee a written response to the grievance

Step 2: Department Manager

If the matter is not resolved to the employee's satisfaction at Step 1, the employee may present the grievance in writing to the relevant manager (and/or designated representative) within fourteen (14) calendar days from, receipt of the supervisor's written response to Step 1. Provided, however, if the Step 1 immediate supervisor is the Department Manager, the grievance shall proceed to Step 3.

A meeting between the employee (and the Union Steward /Representative, if requested by the employee) and the relevant manager (and/or designated representative) will be held within fourteen (14) days for the purpose of resolving the grievance.

The relevant manager will issue a written response within fourteen (14) calendar days following the meeting.

Step 3: Administrator

If the matter is not resolved at Step 2 to the employee's satisfaction, the grievance may be referred in writing to the Administrator (and/or designated representative) within fourteen (14) calendar days of the Step 2 decision.

The Administrator (and/or designee) and Human Resources Manager will meet with the employee and the Union steward/advocate/representative within fourteen (14) calendar days of receipt of the Step 3 grievance for the purpose of resolving the grievance.

The Administrator (or designee) will issue a written response within fourteen (14) calendar days following the meeting.

Step 4: Mediation (Optional)

The Employer and the Union may mutually agree to submit an unresolved grievance to mediation within fourteen (14) days following the step 3 response. Each party shall bear their own costs associated with preparing for the mediation. Costs of mediation, if any, shall be shared equally by both parties. The mediation process will be conducted within thirty (30) days if feasible and may be terminated through written notice to the other party at any time.

Step 5. Arbitration

If the grievance is not settled on the basis of the foregoing procedures, and if the grievant and the Union have complied with the specific time limitations specified in Steps 1, 2, and 3, the Union may submit the issue in writing to arbitration within fourteen (14) calendar days following the receipt of the written reply from the Administrator or designee.

If the Employer and the Union fail to agree on an arbitrator, a list of eleven (11) arbitrators will be requested from the Federal Mediation and Conciliation Service.

The parties will thereupon alternate in striking a name from the panel until one name remains. The person whose name remains will be the arbitrator.

Each party shall have the right to reject one (1) entire panel and request, at their expense, another panel.

Any arbitrator accepting an assignment under this Article will endeavor to issue an award within thirty (30) calendar days of the close of the hearing or the receipt of post-hearing briefs, whichever is later, unless the parties mutually agree to a later date.

The Arbitrator's decision will be final and binding on all parties.

The Arbitrator shall have no authority to decide staffing issues.

The Arbitrator will have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement, but will be authorized only to interpret existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute.

The Arbitrator will have no authority to award punitive damages, nor will the Arbitrator be authorized to make a back pay award for any period earlier than the beginning of the pay period prior to the pay period in effect in which the grievance was first presented to the Employer at Step 1 of this grievance procedure.

Each party will bear one-half (1/2) of the fee of the arbitrator for an Award issued on a timely basis and any other expense jointly incurred incident to the arbitration hearing.

All other expenses, including but not limited to legal fees, deposition costs, witness fees, and any and every other cost related to the presentation of a party's case in this or any other 42 forum, will be borne by the party incurring them, and neither party will be responsible for the expenses of witnesses called by the other party.

SECTION 16.4: UNION GRIEVANCE

The Union may initiate a grievance if the grievance involves a group of employees and if the grievance is submitted in writing within fourteen (14) calendar days from the date the employees were or should have been aware that the grievance existed.

ARTICLE 17: NO STRIKES

During the term of this Agreement, neither the Union nor its members, agents, representatives, employees or persons acting in concert with them shall incite, encourage, or participate in any strike, sympathy strike, walkout, slowdown or work stoppage of any nature. In the event of any strike, sympathy strike, walkout, slowdown or work stoppage or threat thereof, the union and its officers will do everything within their power to end or avert such action. Any employee participating in any strike, sympathy strike, walkout, slowdown or work stoppage shall be subject to immediate dismissal. No lockouts shall be entered upon by the Employer for the term of this Agreement.

ARTICLE 18: MANAGEMENT RESPONSIBILITIES

The Union recognizes that the Employer has the obligation of serving its residents with the highest quality of care, efficiently and economically and/or meeting medical emergencies. The Union further recognizes the right of the Employer to operate and manage its facilities including but not limited to the right to require standards of performance and to maintain order and efficiency; to direct employees and determine job assignments and working schedules; to determine the materials and equipment to be used; to implement improved operational methods and procedures; to determine staffing requirements; to determine the kind and location of facilities; to determine whether the whole or any part of the operation shall continue to operate; to discipline, demote or discharge employees for just cause; to layoff employees for lack of work, to recall employees, to require reasonable overtime work of employees; to promulgate rules, regulations and personnel policies, provided that such rights shall not be exercised as to violate any specific provisions of this Agreement. The parties recognize that the above statement of management

responsibilities is for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent in the management function. All matters not covered by the language of this Agreement may be administered by the Employer on a unilateral basis in accordance with such policies and procedures as it from time to time shall determine.

ARTICLE 19: GENERAL PROVISIONS

SECTION 19.1: COMPLETE AGREEMENT

The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union for the duration of this Agreement each voluntarily and unqualifiedly agree to waive the right to oblige the other party to bargain with respect to any subject or matter not specifically discussed during negotiations or covered in this Agreement unless mutually agreed otherwise.

SECTION 19.2: SEPARABILITY

If an Article of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any Article should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article.

SECTION 19.3: SUCCESSORHIP/NOTICE OF SALE

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

bargain the impact of the transfer on the employees. The Employer shall meet with representatives of the Union to bargain over the effects of the transaction on bargaining unit employees no later than thirty (30) days prior to any transaction, when requested to do so.

ARTICLE 20: LAYOFF, RECALL AND RESTRUCTURING

SECTION 20.1: LAYOFF DEFINED

A layoff is defined as a permanent or prolonged reduction in the number of employees employed by the Employer resulting from a need for fewer employees as determined by the Employer. For a list of the job classifications see Appendix A. See Appendix B for a list of departments.

SECTION 20.2: LAYOFF NOTIFICATION

Prior to implementing the provisions of this section, the Employer will seek volunteers for layoff or voluntary leaves of absence from among those employees affected by the layoff.

Open (vacant) positions requiring comparable skills will not be filled during the period beginning with the notice of layoff through the completion of the layoff process.

The layoff will be communicated in writing to the Union and to employees in the affected job classification and department at least twenty-one (21) days prior to the layoff except for unforeseeable conditions preventing such notice which are beyond the Employer's control.

Any employee who will be laid off as a result of this process will receive at least fourteen (14) days advance notice of layoff (or pay in lieu thereof for scheduled work days missed) with a copy of notice given to the Union.

Any temporaries, agency/travelers or probationary employees affected will be the first to be laid off.

Upon request, the parties will meet for the purpose of reviewing the order of layoff.

SECTION 20.3: JOB CLASSIFICATION LAYOFF

If a layoff is determined by the Employer to be necessary for a given job classification in a specific department, the least senior employee(s) in the job classification in that department will be designated for layoff provided in performing the work required, skill, competence and ability are considered substantially equal in the opinion of the Employer, based upon objective job-relevant criteria.

Employees with two (2) or more years of seniority who are laid off from their assigned department may exercise their seniority to displace the least senior employee in their classification in the other departments, provided the displaced employee has less seniority and that in performing the work required, skill, competence and ability are considered substantially equal in the opinion of the Employer, based upon objective, job-relevant criteria.

If the layoff results in a restructuring of positions within the classification, then Article W.5 will apply.

Employees who are not assigned a position may select a position from a listing of vacant positions within the facility, providing the employee is qualified for the position in the opinion of the Employer, or the employee may take voluntary layoff.

An employee may choose voluntary layoff rather than bid on a position.

If the number of employees choosing voluntary layoff exceeds the number of employees to be laid off, seniority will determine which employees will actually be laid off.

An employee may choose to remain on the recall list for up to twelve (12) months unless a job comparable to theirs in rate of pay, shift, job classification, FTE and department becomes available in the interim.

SECTION 20.4: RESTRUCTURING

In the event of a restructure (i.e., hours per day or skill mix) of an existing job classification in a department, the Employer will determine the number of full-time and part-time FTE's required for the restructured job classification.

Thirty (30) days prior to changing schedule/job assignments, the Employer will notify the Union and subsequently meet with the employees of the affected job classification(s) to discuss the reconfiguration of the FTE's and the intended changes. Upon request within ten (10) calendar days following notification, the Employer will meet with the Union to discuss the impact of the restructure at a mutually convenient date.

A listing of the FTE's for the restructured job classification, including any qualification requirements, will be posted in the department for a least seven consecutive (7) days. Employees in the job classification and department affected shall submit written preference lists (provided by the Employer) for the posted positions and/or schedules.

Other vacant positions within the facility will also be posted at that time.

Based upon these preference lists, the Employer will assign employees to positions in the restructured job classification based upon seniority, providing skill, competence and ability are considered substantially equal in the opinion of the Employer, based upon objective, job-relevant criteria.

Employees who are not assigned a position in the restructured job classification may select a position from a listing of vacant positions within the Facility for which the employee is qualified or take layoff subject to rights the employee may have under Article W.4.

If the number of employees choosing voluntary layoff exceeds the number of employees to be laid off, seniority will determine who will actually be laid off.

SECTION 20.5: SENIORITY ROSTERS

If a layoff is announced, a current seniority roster by department and job classification will be posted. A copy will be immediately provided to the Union, along with a listing of any vacant positions.

The listing of the Employer's vacant positions will include department, job classification, hours of work, shift, and FTE.

SECTION 20.6: RECALL

Employees on layoff status will be placed on a reinstatement roster for a period of twelve (12) months from the date of layoff. Subject to the rights of employees who have not been laid off who have greater seniority, when vacancies occur, employees will be reinstated in the order of those with the most seniority, providing that skill, competency and ability to perform the work required are considered substantially equal in the opinion of the employer, based upon established job-relevant criteria. Any recall of employees out of seniority will be communicated to the Union at the time of the recall. Acceptance of on-call work while on layoff will not affect an employee's recall rights. Any employee recalled to work must report within seven (7) calendar days; failure to do so will be considered resignation from employment.

Subject to the above qualifications and the requirements of 6.8.1, an employee on layoff will be offered reinstatement to vacant positions in that employee's job classification prior to any employee being newly hired.

20.6.1: NOTIFICATION TO EMPLOYER

Employees on the reinstatement roster must keep the Employer notified of a current mailing address and telephone number in writing. Upon request, employees may be asked to confirm their interest in remaining on the reinstatement roster. If the employee has not confirmed interest within seven (7) days of the request, they will be removed from the reinstatement.

ARTICLE 21: LOW CENSUS SENIORITY

Low census is defined as a decline in work requirements resulting in a temporary decrease in staffing. During temporary periods of low census, the Employer will: First, seek volunteers to float to other work areas where there is a need. Second, Agency will be released first and then any overtime employees. Third, assign employees to float to other work areas where there is a need. Fourth, ask for volunteers to take time off before implementing the reduced staffing scheduled required, i.e. sending home.

The Employer will endeavor to rotate low census equitably among all employees within a job classification in a given work area, starting with the least senior employee.

If an individual volunteers to take a low census day off, that day off will be counted for purposes of the rotation list.

Employees placed on low census will have priority for any standby assignments.

Employees may agree to trade with their positions in the rotation list.

At the employee's discretion, PTO may be used to offset low census hours.

Employees who are scheduled to work but are either canceled or released from duty due to low census will continue to receive medical and dental insurance coverage. Further, low census hours taken will be considered hours paid for the accrual of all benefits under Article 15 as well as seniority.

ARTICLE 22: SUBCONTRACTING

For the purpose of this Article "subcontracting" shall be defined as the "wholesale transfer of work traditionally performed by members of the bargaining unit to a third party that is not controlled by the Employer. It shall not include the use of staffing agencies or electronic platforms that assist the Employer in filling temporary vacancies or holes in schedules.

Prior to subcontracting bargaining unit work the Employer agrees to notify the union at least 30 days in advance and shall meet and discuss with the Union upon request; provided, however, this meet and discuss period shall not delay implementation of any subcontracting, unless the parties agree upon such a delay in writing.

ARTICLE 23: DURATION

This Agreement will become effective upon the date of ratification, and will remain in full force and effect until January 31, 2028 unless changed by mutual consent.

Should the Union desire to change, modify or renew the Agreement upon the expiration date, written notice by certified mail must be given to the Employer at least ninety (90) days prior to the expiration date.

After receipt of such notice, negotiations will commence.

In the event negotiations do not result in a new Agreement on or before the expiration date, this Agreement will terminate unless both parties mutually agree to extend the Contract.

For SEIU 775

Sterling Harders, President

Date

For Providence Mother Joseph Care Center

Austin Hoeft, Administrator

Date

APPENDIX B: WAGE SCALE EFFECTIVE JANUARY 31, 2027

Year Two												
Years of Experience												
Classification	0	1	2	3	4	5	6	7	8	9	10	10+
1a: Dishwasher/Environmental Services Specialist/Food Service Worker/Laundry Specialist/Housekeeping	\$ 20.50	\$ 20.78	\$ 21.20	\$ 21.62	\$ 22.05	\$ 22.44	\$ 22.83	\$ 23.23	\$ 23.63	\$ 24.05	\$ 24.41	\$ 24.78
1b: Central Supply Clerical, Cook, PT Tech Clerical	\$ 21.67	\$ 21.96	\$ 22.40	\$ 22.84	\$ 23.30	\$ 23.71	\$ 24.12	\$ 24.54	\$ 24.97	\$ 25.41	\$ 25.79	\$ 26.18
1c: Activities Assistant (Recreation Asst + Recreation Coordinator)	\$ 21.06	\$ 21.34	\$ 21.77	\$ 22.20	\$ 22.64	\$ 23.16	\$ 23.56	\$ 23.97	\$ 24.39	\$ 24.82	\$ 25.19	\$ 25.57
1d: Maintenance Asst (Maint. Spec. + Snr Maint. Tech.) + Health Information Specialist	\$ 22.28	\$ 22.57	\$ 23.02	\$ 23.49	\$ 23.96	\$ 24.38	\$ 24.80	\$ 25.23	\$ 25.67	\$ 26.12	\$ 26.51	\$ 26.91
2a: Therapist Asst (OT Asst + PT Asst)	\$ 31.39	\$ 31.81	\$ 32.42	\$ 33.06	\$ 33.70	\$ 34.11	\$ 34.68	\$ 35.14	\$ 35.70	\$ 36.15	\$ 36.47	\$ 36.83
2b: Therapists (OT/PT/ST)	\$ 46.58	\$ 47.20	\$ 47.98	\$ 48.77	\$ 49.57	\$ 50.39	\$ 51.22	\$ 52.07	\$ 52.92	\$ 53.79	\$ 54.69	\$ 55.59
3a: LPN	\$ 34.93	\$ 35.40	\$ 35.84	\$ 36.29	\$ 36.74	\$ 37.20	\$ 37.66	\$ 38.14	\$ 38.61	\$ 39.09	\$ 39.58	\$ 40.08
3b: RN	\$ 42.53	\$ 43.09	\$ 43.64	\$ 44.18	\$ 44.72	\$ 45.29	\$ 45.85	\$ 46.43	\$ 47.01	\$ 47.60	\$ 48.19	\$ 48.80
4a: NAC	\$ 24.81	\$ 25.14	\$ 25.64	\$ 26.03	\$ 26.48	\$ 27.08	\$ 27.49	\$ 27.90	\$ 28.32	\$ 28.52	\$ 28.83	\$ 29.14
4b: Med Tech	\$ 25.81	\$ 26.14	\$ 26.64	\$ 27.03	\$ 27.48	\$ 28.08	\$ 28.49	\$ 28.90	\$ 29.32	\$ 29.52	\$ 29.83	\$ 30.14
4c: NAR	\$ 21.77											

APPENDIX C: BARGAINING UNIT DEFINED

Bargaining Unit position classifications include: all full time, part time and on call professional and non-professional employees employed by the Employer including primary care nurse (RN/LPN), RAI/QA coordinator, unit service nurse (RN/LPN), case manager, intermittent replacement charge nurse (RN/LPN), graduate nurse, nursing assistant certified, nursing assistant registered, nursing assistant float, physical therapy assistant, physical therapy aide, physical therapy technician, occupational therapy assistant, routine therapy aide, central stores technician, restorative care aide, grounds specialist, utility worker/groundskeeper, environmental services worker, floor care specialist, laundry specialist, cook, diet technician, food service worker, health information services specialist, recreation coordinator, volunteer coordinator and recreation assistant, staffing assistant, dishwasher, maintenance specialist, and unit clerk.
