Collective Bargaining Agreement

between

SEIU 775

and

PACS

Effective April 1, 2026 - March 30, 2028

ARTICLE 1: RECOGNITION 11

SECTION 1.1: BARGAINING UNIT 11

ARTICLE 2: SUBCONTRACTING 13

ARTICLE 3: LABOR MANAGEMENT COMMITTEE 14

SECTION 3.1: STATEWIDE LABOR MANAGEMENT COMMITTEE 14

SECTION 3.2: FACILITY LABOR MANAGEMENT COMMITTEE 15

SECTION 3.3: NO AUTHORITY TO CHANGE CBA 18

SECTION 3.4: ENFORCEMENT 18

SECTION 3.5: FACILITY SPECIFIC POSITIONS 18

SECTION 3.6: LEADS AND MENTORS 19

ARTICLE 4: MANAGEMENT RIGHTS 20

ARTICLE 5: UNION MEMBERSHIP AND VOLUNTARY ASSIGNMENT OF WAGES 22

SECTION 5.1: MEMBERSHIP 22

SECTION 5.2: MEMBERSHIP CARDS AND CARD COLLECTION 23

SECTION 5.3: DUES DEDUCTIONS 23

SECTION 5.4: COPE DEDUCTIONS 24

SECTION 5.5: OTHER VOLUNTARY DEDUCTIONS 24

SECTION 5.6: INDEMNIFICATION 24

SECTION 5.7: ELECTRONIC RECORDS 25

SECTION 5.8: TRANSMISSION OF FILES 25

SECTION 5.9: MONTHLY REPORTS AND ROSTERS 25
SECTION 5.10 DATA MAINTENANCE 28
SECTION 5.11: DATA SECURITY 28
ARTICLE 6: UNION RIGHTS, REPRESENTATIVES AND ADVOCATES 28
SECTION 6.1: PROFESSIONAL COURTESY AND BEHAVIOR 29
SECTION 6.2: UNION ADVOCATES 29
SECTION 6.3: NEW UNION EMPLOYEE ORIENTATION ("NUEO") 30
SECTION 6.4: PERSONNEL FILE 30
SECTION 6.5: FACILITY ACCESS OF UNION REPRESENTATIVES 31
SECTION 6.6: UNION INFORMATION 31
SECTION 6.7: UNION LEAVE FOR IN-PERSON PUBLIC ADVOCACY 32
SECTION 6.8: ALL STAFF MEETINGS 32
ARTICLE 7: VACANCIES 32
SECTION 7.1: VACANCIES 32
SECTION 7.2: JOB DESCRIPTIONS 33
ARTICLE 8: NO DISCRIMINATION 33
SECTION 8.1: GENERAL PROVISIONS 33
ARTICLE 9: INTRODUCTORY PERIOD 34
ARTICLE 10: CATEGORIES OF EMPLOYEE 34
SECTION 10.1: FULL TIME EMPLOYEE 34
SECTION 10.2: PART TIME EMPLOYEE 34

SECTION 10.3: ON-CALL EMPLOYEE 35

SECTION 10.4: TEMPORARY EMPLOYEE 35

ARTICLE 11: EMPLOYEE RIGHTS AND JUST CAUSE CORRECTIVE ACTION.....35

SECTION 11.1: DISCIPLINE AND CORRECTIVE ACTION..... 35

SECTION 11.2 PROGRESSIVE DISCIPLINE 37

SECTION 11.3 RIGHT TO UNION REPRESENTATION 37

SECTION 11.4 CORRECTIVE ACTION PROCESS 38

SECTION 11.5: DISCHARGE AND SUSPENSION NOTIFICATION..... 39

SECTION 11.6: DISCIPLINARY RECORD/FORMS 39

SECTION 11.7: INVESTIGATORY SUSPENSIONS 39

SECTION 11.8: DISCIPLINARY MATERIALS AND EVALUATIONS..... 39

ARTICLE 12: SENIORITY.....40

SECTION 12.1: DEFINITION AND ACCRUAL..... 40

SECTION 12.2: APPLICATION OF SENIORITY 40

SECTION 12.3: TERMINATION OF SENIORITY..... 40

ARTICLE 13: HOURS OF WORK, OVERTIME, SCHEDULING, MEAL AND REST PERIODS, PAY PERIODS, AND PAY DAYS 41

SECTION 13.1: WORK WEEK..... 41

SECTION 13.2: WORKDAY..... 41

SECTION 13.3: OVERTIME AND RECORDING OF TIME WORKED..... 42

SECTION 13.4: MANDATORY OVERTIME..... 42

SECTION 13.5: REPORT PAY..... 44

SECTION 13.6: WORK SCHEDULES AND ASSIGNMENTS 44

SECTION 13.6.1: MONTHLY POSTED SCHEDULE 44

SECTION 13.6.2: EMPLOYEE REQUESTS FOR SCHEDULE CHANGES 45

SECTION 13.7: ASSIGNMENT OF OPEN SHIFTS 45

SECTION 13.7.1: OPEN SHIFTS KNOWN AT THE TIME OF THE SCHEDULE POST 45

SECTION 13.7.2: SAME DAY OPEN SHIFTS 47

SECTION 13.8: MEAL AND REST PERIODS 47

SECTION 13.9: PAY PERIODS AND PAY DAYS 48

ARTICLE 14: ECONOMICS PACKAGE 48

SECTION 14.1: MEDICAID RATES 48

SECTION 14.2: OFF-SCHEDULE HOURLY WAGE INCREASE 48

ARTICLE 15: HIRING RATES AND COMPENSATION 49

SECTION 15.1: WAGE SCALE STEP INCREASE AND WAGE SCALE 49

SECTION 15.2: NEW HIRES 50

SECTION 15.3: ANNIVERSARY STEP INCREASES 51

SECTION 15.4: CRITICAL SHIFTS 51

SECTION 15.5: NAC TRAINING 52

SECTION 15.6: CONTINUING EDUCATION AND CPR TRAINING 52

SECTION 15.7: INCENTIVES 53

SECTION 15.8: DIFFERENTIALS 53

SECTION 15.9: OTHER DIFFERENTIALS 55

SECTION 15.10: CERTIFICATION/LICENSE/PERMIT REIMBURSEMENT 56

SECTION 15.10.1: CERTIFIED NURSING ASSISTANTS 56

SECTION 15.10.2: LICENSED PRACTICAL NURSES 56

SECTION 15.10.3: REGISTERED NURSES 56

SECTION 15.10.4: OTHER EMPLOYEES 56

SECTION 15.11: ATTENDANCE BONUS 56

SECTION 15.12: STACKING DIFFERENTIAL 57

SECTION 15.13: EMPLOYEES HIRED INTO A NEW CLASSIFICATION 57

ARTICLE 16: VACATION AND SICK TIME 57

SECTION 16.1: VACATION 57

SECTION 16.2: PAID SICK LEAVE 59

SECTION 16.2.2: ACCRUAL 59

SECTION 16.2.3: WAITING PERIOD FOR USE 59

SECTION 16.2.4: ANNUAL CARRYOVER 60

SECTION 16.2.5: INCREMENTS OF USE 60

SECTION 16.2.6: REASONS FOR USE 60

SECTION 16.2.7: HOW TO REQUEST PSL 60

SECTION 16.2.8: DOCUMENTATION 61

SECTION 16.2.9: PSL RATE OF PAY 62

SECTION 16.2.10: CONCURRENT LEAVE 62

SECTION 16.2.11: NO CASH OUT/PSL UPON RE-HIRE 62

SECTION 16.2.12: NO RETALIATION/DISCRIMINATION 62

ARTICLE 17: HOLIDAYS 62

SECTION 17.1: RECOGNIZED HOLIDAYS 62
SECTION 17.2: PAYMENT FOR HOLIDAYS 63
ARTICLE 18: INSURED BENEFITS 64
ARTICLE 19: RETIREMENT/401(K) PLAN 64
ARTICLE 20: UNION LEAVE 66
SECTION 20.1: EXTENDED UNION LEAVE 66
SECTION 20.2: SHORT UNION LEAVE (UNPAID) 66
SECTION 20.3: SHORT UNION ADVOCACY (PAID) 66
SECTION 20.4: ADVOCATE TRAINING 67
ARTICLE 21: LEAVES OF ABSENCE 67
SECTION 21.1: GENERAL LEAVE PROVISIONS. 67
SECTION 21.2: BEREAVEMENT LEAVE 67
SECTION 21.3: DISABILITY LEAVE 67
SECTION 21.3.1: NON-WORK-RELATED DISABILITY LEAVE 67
SECTION 21.4: JURY DUTY 68
SECTION 21.5: FAMILY LEAVE 68
SECTION 21.6: MILITARY SERVICE 68
SECTION 21.7: PERSONAL LEAVE 68
SECTION 21.8: MILITARY CAREGIVER LEAVE 69
SECTION 21.9: MILITARY SPOUSE LEAVE 69
SECTION 21.10: DOMESTIC VIOLENCE/SEXUAL ABUSE/STALKING LEAVE 70

SECTION 21.11: WORKER'S COMPENSATION LEAVE OR MODIFIED DUTY UNDER LABOR AND INDUSTRIES 70

ARTICLE 22: LAYOFF AND RECALL 70

SECTION 22.1: DEFINITION 70

SECTION 22.2: SENIORITY DURING LAYOFF 71

SECTION 22.3: GENERAL CONDITIONS 71

SECTION 22.4: LAYOFF NOTICE 71

SECTION 22.5: LAYOFF PROCEDURE 71

SECTION 22.6: RECALL 71

ARTICLE 23: LOW CENSUS ADJUSTMENT 72

SECTION 23.1: GENERAL PRACTICE 72

SECTION 23.2: GENERAL LOW CENSUS PROGRAMS 72

SECTION 23.3: ALTERATION TO GENERAL LOW CENSUS PROGRAMS 73

ARTICLE 24: GRIEVANCE PROCEDURE 73

SECTION 24.1: INTENT 73

SECTION 24.2: GRIEVANCE DEFINED 73

SECTION 24.3: GRIEVANCE TIME LIMITS 74

SECTION 24.4: OPEN DOOR POLICY, REPORTING, AND NON-RETALIATION 74

SECTION 24.5: GRIEVANCE PROCESS 75

ARTICLE 25: SEVERABILITY 80

ARTICLE 26: NOTICE OF SALE 81

ARTICLE 27: NO-STRIKE CLAUSE 82

ARTICLE 28: HEALTH AND SAFETY 83

SECTION 28.1: GENERAL 83

SECTION 28.2: ANTI-HARASSMENT 83

SECTION 28.3: OTHER PROVISIONS 86

SECTION 28.4: REGULAR COVID-19 TESTING 86

SECTION 28.5: SAFETY EQUIPMENT AND SUPPLIES 87

SECTION 28.6: WORKSITE CONDITIONS DUE TO CLIMATE 87

SECTION 28.7: ON-THE-JOB INCIDENTS AND INJURIES 87

ARTICLE 29: LANGUAGE IN THE WORKPLACE 88

ARTICLE 30: PROACTIVE LABOR RELATIONS & DIGNITY AND RESPECT 89

ARTICLE 31: SOLE AGREEMENT, MATTERS COVERED, AMENDMENT, STANDARDS PRESERVED, PREMIUM CONDITIONS 90

ARTICLE 32: COLLECTIVE BARGAINING AGREEMENT TRAINING 92

ARTICLE 33: ANTI-NEPOTISM 92

ARTICLE 34: STAFF DEVELOPMENT 93

SECTION 34.1: MANDATORY TRAINING 93

ARTICLE 35: IMMIGRATION 93

ARTICLE 36: TERM OF AGREEMENT 95

SECTION 36.1: DURATION OF AGREEMENT 95

APPENDIX A – EFFECTIVE FEB 15, 2026.....97

APPENDIX B – EFFECTIVE APRIL 1, 2027 98

ARTICLE 1: RECOGNITION

SECTION 1.1: BARGAINING UNIT

The separate Employers Linden SNF Healthcare, LLC, dba Linden Post Acute (Toppenish); Richland Community Healthcare, LLC, dba Richland Assisted Living (Richland); Richland SNF Healthcare, LLC, dba Richland Post Acute (Richland); Lacamas Creek SNF Healthcare, LLC, dba Lacamas Creek Post Acute (Camas); Sunnyside SNF Healthcare, LLC, dba Sunnyside Healthcare Center (Sunnyside); Colonial Vista Post Acute, LLC, dba Colonial Vista Post Acute (Wenatchee); Mountain View SNF Healthcare, LLC, dba Mountain View Post Acute (Ellensburg); (hereafter referred to as the "Operator" or "Employer"), which all Parties agree are separate Employers for all purposes and separate limited liability companies for all purposes. Each agree to associate with the other for the purpose of recognizing SEIU 775 (hereafter referred to as the "Union") as the exclusive collective bargaining representative of a single bargaining unit, as provided for under federal labor law regarding multi-Employer bargaining, for all employees in the listed classifications at the following locations:

Lacamas Creek SNF Healthcare, LLC, dba Lacamas Creek Post Acute (Camas)

The Employer recognizes the Union as the exclusive collective bargaining representative for all full-time, regular part-time and on-call Activities Assistants; Cooks; Dietary Aides; Housekeepers; Laundry Aides; Hospitality Aides; Medical Records Assistants; Maintenance Aides; Nursing Assistants Certified (NAC); Nursing Assistants Registered (NAR); Restorative Aides; and Shower Aides.

Mountain View SNF Healthcare, LLC, dba Mountain View Post Acute (Ellensburg)

The Employer recognizes the Union as the exclusive collective bargaining representative for all full-time, regular part-time and on-call service and maintenance employees including Nursing Assistants Certified (NAC); Nursing Assistants (NAR); Dietary Aide; Housekeeping; Laundry Aides; Activities Assistant; Restorative Aides; Cooks; Maintenance Aides; Hospitality Aides; and Shower Aides.

Colonial Vista Post Acute, LLC, dba Colonia Vista Post Acute (Wenatchee)

The Employer recognizes the Union as the exclusive collective bargaining representative for all full-time, regular part-time and on-call Activities Assistants; Cooks; Dietary Aides; Housekeepers; Laundry Aides; Social Services Assistants; Hospitality Aides; Maintenance Aides; Nursing Assistants Certified (NAC); Nursing Assistants Registered (NAR); Restorative Aides; and Shower Aides.

Richland SNF Healthcare, LLC, dba Richland Post Acute (Richland)

The Employer recognizes the Union as the exclusive collective bargaining representative for all full-time, regular part-time and on-call Activities Assistants; Cooks; Laundry Aides; Housekeepers; Dietary Aides; Nursing Assistants Certified (NAC); Restorative Aides; Nursing Assistants Registered (NAR), and Shower Aides; and Hospitality Aides.

Richland Community Healthcare, LLC, dba Richland Assisted Living (Richland)

The Employer recognizes the Union as the exclusive collective bargaining representative for all full-time, regular part-time and on-call Activities Assistants; Assisted Living Aides; Personal Care Assistant; Nursing Assistants Certified (NAC); Nursing Assistants Registered (NAR); Cooks; Laundry Aides; Housekeepers; Dietary Aides; Shower Aides; and Hospitality Aides.

Sunnyside SNF Healthcare, LLC, dba Sunnyside Healthcare Center (Sunnyside)

The Employer recognizes the Union as the exclusive collective bargaining representative for all full-time, regular part-time and on-call Activities Assistants; Cooks; Dietary Aides; Housekeepers; Transportation Assistant; Laundry Aides; Medical Records Assistants; Nursing Assistants Certified (NAC); Licensed Practical Nurses (LPN); Registered Nurses (RN); Restorative Aides; Shower Aides; Hospitality Aides; and Social Services Assistant.

Linden SNF Healthcare, LLC, dba Linden Post Acute (Toppenish)

The Employer recognizes the Union as the exclusive collective bargaining representative for all full-time, regular part-time and on-call Activities Assistants; Cooks; Laundry Aides; Housekeepers; Dietary Aides; Nursing Assistants Certified (NAC); Restorative Aides; Nursing Assistants Registered

(NAR); Shower Aides; and Hospitality Aides.

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.

If the Employer creates a new classification by modifying, combining, or restructuring existing bargaining unit positions, the new classification shall likewise be included in the bargaining unit, unless it meets the legal definition of a supervisory, managerial, or confidential position.

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: SUBCONTRACTING

Both Parties understand that for the Employer to provide quality care to residents and to successfully operate the facility, contracting and\or subcontracting of bargaining unit work may be necessary from time to time, however, the Employer will endeavor to utilize its own employees first before the use of agency or subcontracted personnel whenever practicable.

The Employer will not subcontract bargaining unit work, with the exception of dietary, housekeeping and laundry. If, in the future, the Employer seriously contemplates subcontracting of bargaining unit work for any of these departments, it shall discuss the matter with the Union prior to making its final decision. If the Employer determines that it will subcontract any of these classifications, it will bargain the impact with the Union prior to implementation of the use of subcontractors. Any subcontractor is required to recognize the Union as the exclusive bargaining agent for all covered employees and abide by this Agreement.

Agency or temporary workers are not considered subcontracted employees for purposes of this Agreement.

Except during temporary periods of emergency when resident care is jeopardized (such as fire or flood), the Employer will notify the Union at least forty-five (45) days prior to implementation of any changes (e.g. use or discontinuation subcontracted personnel).-

Furthermore, the Employer agrees to include language in all future contracts regarding contracting or subcontracting of housekeeping, laundry or any other services covered by the classifications in this Section that requires contractors or subcontractors, as applicable.

ARTICLE 3: LABOR MANAGEMENT COMMITTEE

SECTION 3.1: STATEWIDE LABOR MANAGEMENT COMMITTEE

The Parties will establish a Statewide Labor Management Committee ("SLMC") within sixty (60) days of this Agreement's effective date.

The Employer, its employees, and the Union understand and agree that each aspires to provide high-quality healthcare while fostering employee health and safety. The Employer and employees must be committed to serving the facility's residents by delivering the highest quality of care possible. The Parties agree and understand that high-quality resident care can be achieved if they discuss and address patient care, safety, and workplace issues.

The purpose of the SLMC is to evaluate the quality of services provided to residents, the health and safety of employees, the working environment to retain staff by reducing turnover, staffing, and workload issues, and make recommendations for such topics.

The Parties will primarily task the SLMC with the following: Scheduling quarterly statewide meetings to improve communication; Monitoring the proper application of facility policies, facility procedures; and this Agreement; Problem-solving strategies to improve resident care and employee health and safety; and addressing public policy concerns that affect nursing home operations.

The Employer or the Union may schedule the SLMC. The Employer will pay the employees for participating in the meeting, but no more than two (2) hours quarterly.

The SLMC will have an equal number of supervisors and bargaining-unit employees.

SLMC meeting discussion topics will include but are not limited to the following criteria and ideas identified by Union members as critical to addressing the facility's performance regarding employee health and safety, staffing, turnover, retention, and resident care:

- Turnover
- Attendance
- Scheduling
- Staffing ratios for CNAs, housekeeping, CMAs, and other represented positions
- Acuity-based staffing
- Process improvement and technology
- Policies and procedures affecting the job duties performed by this Agreement's job classifications.
- Opportunity for the Parties to cooperate to improve the Company's CMS "5 Star" Quality Rating
- Opportunity for the Parties to cooperate to improve the Company's ability to be the provider of choice in each community
- Opportunities for employees to promote high-quality customer service while working for the Company

The SLMC shall not engage in negotiations, nor shall the SLMC consider matters properly the subject of a grievance. The merits of individual disciplines will not be discussed at SLMC meetings but shall instead be referred to the grievance process.

If the SLMC cannot resolve an issue, the Parties may agree to move to Mediation of the grievance and arbitration procedure. Mediation will be the final step.

SECTION 3.2: FACILITY LABOR MANAGEMENT COMMITTEE

The Employer recognizes the value of communication and input from its employees. Therefore, to

nurture and encourage this communication, a Facility-specific Labor-Management Committee ("FLMC") shall be formed to discuss issues of concern and importance. Each Party may submit items for discussion at a FLMC. The Employer and the Union shall designate their FLMC members, and the FLMC membership may vary from meeting to meeting based on the agenda items or other reasons. The FLMC will have an equal number of supervisors and bargaining unit employees or Union representatives. This committee will be composed of up to four (4) Union representatives, which could include one (1) Union field representative and up to four (4) members of management. The Employer will pay the employees for their participation in the meeting, but no more than two (2) hours monthly. Additional bargaining-unit employees may voluntarily attend on unpaid time.

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

Meeting: The FLMC shall meet quarterly, or more frequently as desired by the Parties, on a date mutually agreed to by the Facility's Administrator and the designated Union representative unless mutually agreed otherwise. The FLMC can meet regardless of whether a Union representative is present. However, the Parties strongly encourage a Union Advocate to attend each FLMC Meeting. No less than five (5) calendar days before the scheduled meeting, the Employer and the Union representative shall provide each other with their proposed agenda items to be discussed at the

meeting. Meetings shall be held at the facility or virtually if meeting in person is not possible due to health and safety concerns and scheduled to last one (1) hour. The FLMC will not meet for longer than two (2) hours unless the Parties mutually extend the meeting. Employee committee members shall be paid for attendance at their straight-time hourly rate. Topics for discussion at the FLMC may include, but are not limited to:

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

- Opportunities for employees to promote high-quality customer service while working in the facility

SECTION 3.3: NO AUTHORITY TO CHANGE CBA

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

SECTION 3.4: ENFORCEMENT

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

SECTION 3.5: FACILITY SPECIFIC POSITIONS

Facility specific Labor Management Committees may implement Lead Aide, and/or Mentor Positions at their facility, as long as; they conform to the minimum requirements listed in Section 3.4, the Lead Aide and/or Mentor Positions are compensated in accordance with Article 15, and there is consensus within the LMC as to how those roles are filled. The basic roles, duties, and assignments of the Lead Aide and Mentor Positions will be determined by the Labor Management Committees and may vary from facility to facility. Once implemented, the facility administrator may eliminate the position after the first 90 days, and every six (6) months thereafter, as long as the Union and the members of the facility's Labor Management Committee are notified. If the

position of Lead Aide or Mentor Aide is vacated, it will be required that the Labor Management Committee meet before any additional assignments are made to either of those positions.

SECTION 3.6: LEADS AND MENTORS

Nothing in this section shall limit the Employer's sole and exclusive right to manage the facility.

Lead Aide Position

Minimum Requirements:

- Must have successfully completed their introductory period. Must be a regular part- time or full-time employee
- Must be appointed by the Labor Management Committee
- This is not an "on-call" or "standby" position
- Must not have any disciplinary action from the last twelve (12) months Must not have any disciplinary action from the last twelve (12) months

Mentor Aide Position

Minimum Requirements:

- Must have successfully completed their introductory period
- Must be a regular part-time or full-time employee
- Must be appointed by the Labor Management Committee
- Must have been observed by a nurse manager completing all regular tasks assigned to NACs, and, be able to perform all regular tasks assigned to NACs at clinically proficient levels.
- Must have completed all Employer required training

- Must not have any disciplinary action from the last twelve (12) months

ARTICLE 4: MANAGEMENT RIGHTS

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

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

1. To manage, direct and control its property and workforce;
2. To conduct its business and manage its business affairs;
3. To direct its employees;
4. To hire;

5. To assign work;
6. To transfer;
7. To promote;
8. To layoff;
9. To recall;
10. To evaluate performance;
11. To determine qualifications;
12. To discipline for just cause;
13. To discharge for just cause;
14. To adopt and enforce reasonable rules and regulations;
15. To establish and effectuate existing policies and procedures, including but not limited to a drug\alcohol testing policy and an attendance/tardiness control policy;
16. To establish and enforce dress codes;
17. To set standards of performance;
18. To determine the number of employees, the duties to be performed, and the hours and locations of work, including overtime;
19. To determine, establish, promulgate, amend and enforce personal conduct rules, safety rules, and work rules;
20. To determine if and when positions will be filled;
21. To establish positions;
22. To discontinue any function;
23. To create any new service or process;

24. To discontinue or reorganize or combine any department or branch of operations;

25. To evaluate or make changes in technology and equipment. In the event employees request clarification on the application of new technology or use of new or different equipment, the Employer will meet and discuss the issues with the affected employees;

26. To establish shift lengths;

27. To either temporarily or permanently close all or any portion of its facility or to relocate such facility or operation;

28. To determine and schedule when overtime shall be worked;

29. To determine the number of employees required to staff the facility, including increasing or decreasing that number;

30. To determine the appropriate staffing levels required for the facility, including increasing or decreasing that number; and,

31. To determine the appropriate mix of employees, by job title, to operate the facility.

The Employer will notify the Union about substantial changes to the Employer's rules, regulations, policies, procedures, handbook and/or practices which materially impact or change employee working conditions, unless such changes are otherwise authorized in this Agreement.

ARTICLE 5: UNION MEMBERSHIP AND VOLUNTARY ASSIGNMENT OF WAGES

SECTION 5.1: MEMBERSHIP

All employees covered by the terms of this Agreement who are members of the Union upon ratification of this Agreement shall as a condition of employment maintain their membership in good standing in the Union. "In good standing," for the purposes of this Agreement is defined as the tendering of periodic Union dues. All bargaining unit employees hired after the date of ratification of this Agreement shall, as a condition of employment, not later than thirty (30) days following the commencement of their employment, in accordance with the provisions of Section 8

of the National Labor Relations Act, as amended and in accordance with applicable law, maintain their membership in good standing in the Union in good standing. Failure of any employee to comply with the provisions of this subsection shall, upon request of the Union, result in termination of such employee, provided that the Union has given the employee fourteen (14) days' notice that the employee's obligation to make payment has not been met and that the delinquency renders the employee liable to termination under this section and that the termination request complies with applicable law.

SECTION 5.2: MEMBERSHIP CARDS AND CARD COLLECTION

The Employer shall include a Union membership card in each employee's employment paperwork. Dues deduction authorization and membership cards shall be sent to the Union via upload to the shared secure upload folder provided by the Union within ten (10) calendar days of the last day of the pay period of the month, at the same time with the rosters and dues remittance. The first deductions of dues shall be made from the first paycheck during the first full pay period following receipt of the authorization directly from the employee or after receipt of a deduction update from the Union.

The membership and authorization card will be reserved for the Advocate, as available, to review the membership card with new employees during their orientation. The Employer shall retain a copy of the membership card for itself, and send a copy to the Union via upload to the shared secure upload folder provided by the Union within ten (10) calendar days of the last day of the pay period of the month, at the same time with the rosters and dues remittance. If no Advocate is available to conduct the new employee orientation, the Employer will provide the card to the new employee and retain a copy and send a copy per this Article.

SECTION 5.3: DUES DEDUCTIONS

Dues deductions shall be made from the first paycheck from the first full pay period following receipt of the authorization directly from the employee or after receipt of a deduction update from the Union.

Upon voluntary signed authorization by a worker and a statement from the Union of the dollar amounts due for each worker, the Employer agrees to deduct the Union dues and initiation fees, and remit it to the office of the Union by trackable mail not later than ten (10) days of the last day of the pay period of the month following the month in which the dues were deducted, at the same time as the roster/reports.

SECTION 5.4: COPE DEDUCTIONS

Upon receipt of signed authorization of the employee, the Employer agrees to deduct from the pay of each employee a voluntary amount designated for the Committee on Political Education (COPE) contributions. Monies so deducted shall be remitted to the office of the Union by trackable mail separate from the check remitted for payment of dues not later than ten (10) calendar days from the pay date at the end of the pay period of the month in which the deductions were taken. Such deduction shall remain in effect unless otherwise noted by the Union.

SECTION 5.5: OTHER VOLUNTARY DEDUCTIONS

The Employer agrees to deduct the sum specified from the pay of each member of the Union who voluntarily executes an authorization form for the Union's Membership Plus Benefits Plan (MPB), so long as the data is received from a Union in the manner specified by the Employer. The Employer shall be able to communicate directly with the Union as needed to solve technical issues with data files. When filed with the Employer, the authorization form will be honored in accordance with its terms. The authorization form will remain in effect until revoked in writing by the employee. The amount deducted and a roster of all employees using payroll deduction for MPB contributions will be promptly transmitted to the Union check payable to its order.

The amount deducted shall be included as a separate item on the monthly dues report and the Employer will remit such contributions to the Union by a separate check payable to the Union within ten (10) calendar days from the pay date at the end of the pay period in which the deductions were taken.

SECTION 5.6: INDEMNIFICATION

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

SECTION 5.7: 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 5.8: TRANSMISSION OF FILES

The Employer shall collect and provide information about the bargaining unit. The Employer shall transmit files in accordance with the SEIU 775 Dues and Deductions Guidelines and will use the template provided to the Employer by the Union and will use the agreed-upon naming convention for the reports. At the time of the transmission of the bargaining unit roster submitted to the Union, the Employer will verify that the Employer's records accurately reflect the membership status of each employee listed and endeavor to identify any discrepancies prior to dues report and employee roster submission.

SECTION 5.9: MONTHLY REPORTS AND ROSTERS

The Employer shall supply to the Union one roster and financial report of all employees covered by this Agreement by the tenth (10^{th}) day of the month following the month that the deductions were made. The list shall include for each employee, the:

- Employee ID
- First Name
- Middle Name

- Last Name
- Gender
- Date of Birth
- Address Type (mailing or physical)
- Street Address Line 1
- Street Address Line 2
- City
- State
- Zip
- Cell Phone Number(s)
- Home Phone Number(s)
- Email Address(s)
- Social Security Number
- Date of Hire
- Termination Date
- Reason for Termination
- Rate of Pay
- Hours Worked
- Overtime Hours Worked
- Any Shift Differential separate from the Base Pay
- CBA Job Classification

- FTE Status
- Gross Earnings in the Pay Period
- Pay Period Start Date,
- Pay Period End Date
- Amount of Dues deducted
- COPE deducted
- Voluntary Deductions deducted

The Employer shall provide this list in a common electronic format agreed upon by the Employer and the Union (template provided in 5.8 of this Article). 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 5.10 DATA MAINTENANCE

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

SECTION 5.11: DATA SECURITY

In accordance with state and federal law, the Employer shall utilize industry standards and procedures for the protection of sensitive and personally identifiable information of each of its employees. This includes names, addresses, telephone numbers, wireless telephone numbers, electronic mail addresses, social security numbers, and dates of birth of all employees covered by this Agreement. The Employer agrees to notify the Union within fifteen (15) calendar days if a third party has requested release of any information about the entire bargaining unit, classification, or branch. In no case will the Employer release information prior to notifying the Union.

The Employer agrees that the following information is confidential, and shall not be released by the Employer or its agents to any third party, including any contractor or vendor, except as

necessary to comply with the provisions of this agreement, for the provision of other employment benefits, or by a regulatory agency or court of competent jurisdiction as required by law: the names, addresses, telephone numbers, wireless telephone numbers, electronic mail addresses, social security numbers, and dates of birth of all employees covered by this agreement.

ARTICLE 6: UNION RIGHTS, REPRESENTATIVES AND ADVOCATES

In the interest of promoting a positive approach to labor-management relations and achieving joint

public policy goals, the Parties agree to the following:

SECTION 6.1: PROFESSIONAL COURTESY AND BEHAVIOR

The Parties encourage everyone to perform efficiently, courteously, and dignifiedly when interacting with employees, facility residents, and visitors. The Parties agree that all facility employees, managers, and Union representatives will treat each other with dignity, respect, and courtesy. The preceding principles shall also apply in providing service to patients and visitors. During typical labor relations (e.g., disciplines, the grievance process, LMC meetings, etc.), neither the Union nor the Employer shall use hostile rhetoric in written or verbal communication concerning the mission, motivation, leadership, character, integrity, or representatives of the other. Section 6.1 does not require the Union or the Employer to monitor others' social media.

SECTION 6.2: UNION ADVOCATES

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

Bargaining Unit Employees requesting time off to attend Advocate training will make every effort

to comply with the Employer's policy for requesting time off.

SECTION 6.3: NEW UNION EMPLOYEE ORIENTATION ("NUEO")

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

The Employer and the Union will use their best efforts to establish a mutually agreed upon fixed NUEO location, day, and time (e.g. the first and third Tuesday of each month at 2pm) for the NUEO. The orientation will be conducted by a Union Representative and/or Union Advocate(s) and may take place in person or virtually. If the Union Representative or Advocate cannot attend a NUEO in person, the Employer will hand out NUEO documents provided by SEIU 775, including membership cards.

The Union requires all employed Bargaining Unit members to attend a NUEO within their first month of hire. Union Representatives shall make arrangements with management to conduct no more than thirty (30) minutes of paid time Union orientation for new hires on a mutually agreed upon regular schedule

Nothing contained in this paragraph shall prevent the Employer from holding additional orientation sessions as needed. The Employer will use 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.

SECTION 6.4: PERSONNEL FILE

Personnel files are the Employer's property. A Bargaining Unit Employee shall be permitted to examine all materials in their personnel file within three (3) working days of making such a

request. The records may be reviewed in the presence of an Employer representative. The Bargaining Unit Employee may request in writing and receive a copy of the personnel files within five (5) working days upon written request. “Working days” shall mean non- weekend/holiday days.

SECTION 6.5: FACILITY ACCESS OF UNION REPRESENTATIVES

Official representatives of the Union will be permitted to visit the Employer's premises to conduct Union business and confer with workers covered by this Agreement during their nonwork time, in break areas, and other places open to the public. Such visits shall not interfere with the operation of the nursing home or the performance of the workers' duties.

The Union will use its best efforts to provide the Facility’s Administrator or designee with twenty-four (24) hours' notice before visiting the premises. The Union Representative shall inform the Administrator or their designee of their visit when first entering the nursing home's premises. The Union will provide the Union representative’s name to the Employer. The Administrator may deny facility access due to extraordinary circumstances such as a state survey or a contagious illness in the facility and will use its best efforts to inform the Union Representative. If the Union Representative’s facility access is to file a member’s grievance or investigate a potential grievance, the Representative may immediately access the Employer’s premises. Upon entering the facility, the Union representative will notify the Administrator or designee.

SECTION 6.6: UNION INFORMATION

The Employer will:

Furnish and install at least one (1) bulletin board in each employee break room or facility for posting Union notices, with a copy being given to management at the time of the posting. This bulletin board shall be no smaller than three feet by four feet (3’ x 4’). The Union and the Employer will confer upon the location of the bulletin board.

Allow the Union to furnish a binder to be kept in the break room to store membership forms, copies of the contract, Union contact information, and other Union materials.

Additionally, as space permits, allow the Union to furnish a secure deposit box and a shelf installed

by the Employer on the wall of the break room to keep internal Union information including, but not limited to, Union election nomination forms and ballots, grievance forms, membership surveys, etc.

SECTION 6.7: UNION LEAVE FOR IN-PERSON PUBLIC ADVOCACY

The Employer will designate up to eight (8) paid shifts per calendar year per facility to compensate an employee engaging in in-person public advocacy for quality long-term care on a scheduled workday, as approved by the statewide Labor-Management Coalition for Quality Care. The Union and the Employer may, upon mutual agreement, establish additional paid time off for an employee to participate in an approved in-person public advocacy event. Also, as patient care demands allow, the Employer shall reasonably schedule off any employee requesting to participate in an advocacy day scheduled by SEIU 775. The Employer will not unreasonably deny such requests when an employee makes them before being expected to work on the requested public advocacy day.

SECTION 6.8: ALL STAFF MEETINGS

When the Employer holds its regularly scheduled All Staff Meetings at the facility, a Union Representative or Advocate shall be allowed to address the Bargaining Unit for up to ten (10) minutes when possible. The Employer will endeavor to post notices about All Staff Meeting times and location at least seven (7) calendar days in advance. The Employer may limit this time for extraordinary circumstances such as viral outbreaks or state inspections.

ARTICLE 7: VACANCIES

SECTION 7.1: VACANCIES

A vacant position is defined to mean any permanent full-time or part-time job opening within the job classifications in this Agreement, which the Employer determines to fill. A single shift is not considered a vacancy. However, by way of example, a “day shift” vacancy is understood to be a permanent full-time or part-time job opening on the day shift. The Employer reserves the exclusive right to determine if a vacancy exists and the necessary qualifications required to fill

the vacancy.

Vacant positions will be posted for five (5) days in a designated location in the breakroom before being filled and before being posted publicly. Each facility will provide a computer with internet access for interested members to apply. Employees who apply for a vacant position will be notified that their application is being considered.

The qualified employee with the most seniority (as defined in Article 12 Seniority) shall be offered the position. In the event that no applicant is qualified, or if no applicant accepts the offered position, then the Employer may fill the position as the Employer deems appropriate. This includes filling the position from outside of the bargaining unit.

SECTION 7.2: JOB DESCRIPTIONS

The Employer shall maintain job descriptions for all positions covered by this Agreement. Upon employment, the Employer shall provide a job description to an employee for the position into which they have been hired. Current Employees shall be able to access their job descriptions on the Employer's online portal.

ARTICLE 8: NO DISCRIMINATION

SECTION 8.1: GENERAL PROVISIONS

No worker or applicant for employment covered by this Agreement shall be discriminated against because of membership in the Union or activities on behalf of the Union. Neither the Employer nor the Union shall condone harassment or unlawfully discriminate for or against any employee covered by this Agreement on account of race, color, religion and/or faith, creed, genetic information, national origin or tribal origin, citizenship or immigration status, gender identity, gender identification, gender, gender expression, ancestry, sensory and/or physical and/or mental disability, being a victim of domestic violence, stalking or sexual assault, pregnancy, medical condition, sexual orientation, age, marital status, current or future military status, veteran's status, citizenship status, Union membership or Union activities.

ARTICLE 9: INTRODUCTORY PERIOD

All employees covered by this Agreement who are hired or transferred into a covered position on or after the effective date of this Agreement, whether or not previously employed by the Employer shall be subject to a introductory period of ninety (90) days.

All transferred employees that do not complete their new introductory period may elect to return to their previous position, provided that they have completed a total of at least ninety (90) days of employment in a position(s) covered by this Agreement.

The Employer may elect to extend this introductory period for up to an additional ninety (90) days. Such extension must be presented to the worker and the Union in writing, along with a written explanation of the reason(s) for the extension. The Employer shall not unreasonably or arbitrarily extend an introductory period beyond the initial ninety (90) days.

Seniority shall not accrue to employees during their introductory period. However, upon successful completion of the introductory period, all workers shall be deemed to be regular employees covered by the terms of this Agreement and their seniority shall revert back to the date of hire.

Introductory employees may be terminated during their introductory period at the discretion of the Employer without recourse to the Grievance and Arbitration Procedure.

ARTICLE 10: CATEGORIES OF EMPLOYEE

SECTION 10.1: FULL TIME EMPLOYEE

“Full-Time” Employees are those normally scheduled to work at least thirty (30) hours a week, as determined by the Employer in its sole discretion. After completing the introductory period, regular full-time employees are eligible for benefits as specified in this contract or as otherwise specified in the Employer's Employee Handbook.

SECTION 10.2: PART TIME EMPLOYEE

“Part-Time” Employees are those normally scheduled to work fewer than thirty (30) hours per

week as determined by the Employer in its sole discretion. After completing the introductory period, regular part-time employees are eligible for benefits as specified in this contract or as otherwise specified in the Employer's Employee Handbook.

SECTION 10.3: ON-CALL EMPLOYEE

"On-Call" Employees are those employees with no regular schedule, but who work intermittently as required and depending on the availability of work. An On-Call employee is not eligible for benefits with the exception of sick leave per Washington State Law, and premium pay for working recognized holidays.

SECTION 10.4: TEMPORARY EMPLOYEE

Temporary Employee are those employed to work seasonally, on special projects for short periods of time, or on a "fill in" basis. Temporary employees are not eligible for any benefits. However, if a temporary employee accepts a regular full-time or part-time position, their period of temporary work will apply toward satisfying their introductory period to qualify for benefits.

ARTICLE 11: EMPLOYEE RIGHTS AND JUST CAUSE CORRECTIVE ACTION

SECTION 11.1: DISCIPLINE AND CORRECTIVE ACTION

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

No "verbal counseling" discussion between an employee and a supervisor shall constitute discipline under this Section. Accordingly, no such verbal counseling shall be considered a matter subject to the grievance and arbitration procedures. In contrast, a "verbal warning" shall be

accompanied by a written notification in the employee's personnel file. The verbal warning shall be considered part of the progressive disciplinary procedure.

The Employer recognizes the concept of progressive discipline and will endeavor to utilize a progressive discipline response in cases of inadequate work performance or violation of Employers' workplace rules. However, the nature and severity of an offense will permit imposition of disciplinary action at any level of discipline up to and including discharge. In a conflict, this Agreement will precede the Employer's work rules.

A Union Advocate, Representative, or another member may represent an employee in any meeting called by the Employer that could reasonably result in disciplinary action, provided their chosen representative is available.

Whenever the Employer takes disciplinary actions against an employee, a copy of such actions will be given to the employee and the Union Advocate per section 11.6 of this Article. Failure to provide such copies shall not be subject to this Agreement's grievance and arbitration procedures.

The Employers' policy is that employees sign the disciplinary action copy, which shall constitute only an acknowledgment of receipt and not an admission of guilt. Employees may elect not to sign the personnel action form, memo or letter. If an employee refuses to sign the material, the Employer may place the material in the file. The Employer shall place notice in the file that the Employee refused to sign with a witness of such refusal. 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.

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.

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

procedure.

SECTION 11.2 PROGRESSIVE DISCIPLINE

The Employer shall have the right to discharge or discipline any employee for just cause.

The Employer recognizes the concept of progressive discipline and will utilize progressive discipline where appropriate. However, the nature and severity of an offense will permit imposition of disciplinary action at any level up to and including discharge regardless of prior discipline which may or may not exist.

The Employer shall have the right to maintain discipline and efficiency of its operations, including the right to discharge, suspend or discipline an employee for just cause while applying progressive discipline. The Employer's Policies outline grounds for discipline or discharge, including immediate dismissal, provided such policies are not inconsistent with this Agreement.

Corrective action may include:

- Counseling Statement
- First written warning
- Final written warning
- Suspension
- Discharge

It is understood that the Employer is not required to take any or all of the corrective action measures above as a prerequisite to taking disciplinary action in a particular matter based on the specific circumstances presented. No question concerning the disciplining or discharging of introductory employees shall be the subject of the grievance or arbitration procedure.

SECTION 11.3 RIGHT TO UNION REPRESENTATION

Employees may elect to have an Advocate, Union Representative, or fellow employee present at any meeting with the Employer that may lead to discipline. Prior to any fact-finding meeting or

disciplinary meeting, employees shall be notified by the Employer of their right to request Union representation. If a Union Representative or Advocate is not readily available, the meeting may be reasonably delayed for a limited period of time so that the employee can seek representation. The Employer's inadvertent failure to notify an employee of their right to Union representation shall not be subject to this Agreement's grievance and arbitration procedure.

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

SECTION 11.4 CORRECTIVE ACTION PROCESS

If a supervisor has reason to issue Corrective Action to a Bargaining Unit Employee, the supervisor shall make a reasonable effort to promptly implement the Corrective Action in private. Prior to issuing a disciplinary action, the Employer shall attempt to meet with the employee to gather facts surrounding the incident as part of its investigation into the matter.

All disciplinary action shall generally be taken within fourteen (14) calendar days of the event giving rise to the disciplinary action or the date the Employer completed an investigation that results in disciplinary action, whichever is later.

All facility employees should treat each other with respect and dignity. Any communication between a supervisor and a bargaining unit employee may lead to Corrective Action. In that case, the supervisor will notify the member and allow a reasonable opportunity for a Union representative of the member's choice to join the subsequent discussion. During the discussion, the supervisor will inform the employee why they are being investigated or issued Corrective Action while identifying the specific Employer policy(s) supporting the Corrective Action. The

supervisor may also have a witness join the conversation. In a situation involving the suspension of a member, the supervisor will also explain why the suspension will occur before the completion of the Employer's due diligence regarding the determination of the Corrective Action. Suppose a supervisor suspends a member before completing an investigation that does not substantiate the initial allegation(s). In that case, the Employer will compensate the member for scheduled workdays missed due to the suspension, per the Employer's pay practices.

SECTION 11.5: DISCHARGE AND SUSPENSION NOTIFICATION

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

SECTION 11.6: DISCIPLINARY RECORD/FORMS

Copies of all discipline shall be given to the employee involved and the Union Advocate. Failure to provide such copies shall not be subject to this Agreement's grievance and arbitration procedure. Employee corrective or disciplinary action written communication ("Forms") shall not be removed from an Employee's personnel file. However, such Forms that are more than eighteen (18) months old will not be considered by the Employer when contemplating further disciplinary action. Such forms will also not be considered when evaluating the job performance of the Employee. This section will not apply if such Forms relate to the Employee's previous discipline for abuse, violence, theft, harassment, discrimination, or other offenses of a similarly serious nature, which Forms shall remain in effect indefinitely.

SECTION 11.7: INVESTIGATORY SUSPENSIONS

The Employer may be required to suspend employees due to the nature of an allegation. The Employer shall attempt to complete investigations in a timely and efficient manner.

SECTION 11.8: DISCIPLINARY MATERIALS AND EVALUATIONS

No Corrective Action, disciplinary material, or evaluations shall be placed in a Bargaining Unit Employee's personnel file unless the employee has had an opportunity to review, sign and receive

a copy. An employee's refusal to sign a Corrective Action document does not invalidate that discipline and will not result in further disciplinary actions. An Employee has the right to attach a written statement to the Corrective Action expressing the employee's views. Such a statement will be included with the Corrective Action in the employee's personnel file.

ARTICLE 12: SENIORITY

SECTION 12.1: DEFINITION AND ACCRUAL

The Employer will recognize each bargaining unit employee's Seniority Date of hire with PACS or with the predecessor Employer for purposes of Seniority per this Agreement.

Company Seniority shall be defined as the employee's length of continuous service with the Employer, including continuous service at any facility operated as an independent operating subsidiary of PACS Group, commencing with the date and hour on which the employee first began work at such facility.

Bargaining Unit Seniority shall be defined as an employee's continuous length of service with the Employer in the bargaining unit.

Departmental Seniority shall be defined as the employee's continuous length of service within the department.

Seniority shall accrue and not be lost during an employee's paid time off, and during any approved leave of absence. An employee shall not accrue seniority while on Layoff.

SECTION 12.2: APPLICATION OF SENIORITY

The Employer and the Union agree that in all cases of transfer, layoff, recall, vacation preference, shift or schedule change; length of continuous service within the department shall be determinative in the event a selection among employees is required, per the relevant articles in this Agreement.

SECTION 12.3: TERMINATION OF SENIORITY

An employee shall lose accumulated Seniority and Seniority shall be broken for any of the

following reasons:

- Voluntary quit
- Discharge for cause
- Failure to contact the Employer to make arrangements to return to work after a layoff within three (3) days after receipt of certified, written notice of recall sent by the Employer to the employee at their last address of record on file with the Employer or ten (10) days after written notice of recall is sent to the address that was last provided by the employee
- Layoff which either extends (a) in excess of Eighteen (18) consecutive months, or (b) for the period of the employee's length of service, whichever is less
- Absence from work without notifying the Employer
- Unauthorized failure to report to work at the expiration of a leave of absence pursuant to this Agreement
- Taking employment elsewhere during the period of a approved leave of absence without written consent of the Employer – consent will not be unreasonably denied

An employee whose seniority is lost for any of the reasons outlined above shall be considered as a new employee if the Employer again employs them.

ARTICLE 13: HOURS OF WORK, OVERTIME, SCHEDULING, MEAL AND REST PERIODS, PAY PERIODS, AND PAY DAYS

SECTION 13.1: WORK WEEK

The basic work week is Sunday at 12:00:00 through Saturday at 11:59:59. The Employer will send written notice to the Union thirty (30) days in advance of any change to when the workweek begins. The workdays and workweek periods as specified in this Article shall not constitute guaranteed hours of work.

SECTION 13.2: WORKDAY

The basic workday commonly consists of up to eight (8) hours of work within a twenty-four (24) hour period with an unpaid thirty (30) minute meal period completed within eight and a half (8.5) consecutive hours. Consistent with applicable law, the Employer may utilize other workday schedules including but not limited to 7.5 hours of work completed within eight (8) hours, as well as ten (10) or twelve (12) hour shifts with overtime after forty (40) hours per week. The Employer will send written notice to the affected employees and the Union at least forty-five (45) days in advance of any changes applicable to groups of employees of their shift start times and end times as well as changes to their schedule rotations. Written notice is not required for changes of hours due to census adjustments. For all workday schedules, the Employer will work to ensure adequate time is available for report between shifts.

SECTION 13.3: OVERTIME AND RECORDING OF TIME WORKED

Overtime pay will be paid at the rate of one and one-half times an employee's regular rate of pay for all actual hours worked beyond 40 hours in any workweek period in accordance with applicable federal and state law. For the purposes of computing overtime pay, the regular rate of pay shall include any applicable shift differential or hourly incentive; however, discretionary (i.e. non-hourly) bonuses are excluded. Holidays, vacations and other time not actually worked, even if paid, are not counted as overtime hours nor included in the calculation of overtime pay. Employees shall not work overtime without advance authorization from their supervisor.

Employees must record all working time including overtime on the Employer's time-keeping system. Employees are required to clock out for their meal break. In the event the employee is unable to take their meal break, they are required to complete a missed punch form.

SECTION 13.4: MANDATORY OVERTIME

In accordance with state law, the Employer shall have the option of using mandatory overtime to meet the needs of resident care. When assigning mandatory overtime, the Employer will rotate assignment of overtime based upon staff in the building at the time and in reverse order of Departmental Seniority. The Employer shall exhaust all reasonable alternatives, and only as a last

resort invoke mandatory overtime. In accordance with state law, mandatory overtime may only be used in the following situations:

1. When overtime is caused by an unforeseen emergent circumstance;

2. When overtime is caused by prescheduled on-call time;

3. When the Employer uses and documents reasonable efforts to obtain staffing but cannot avoid overtime, or

4. When an employee is required to work overtime to complete a patient care procedure already in progress and it could be detrimental to the patient if the employee left.

“Reasonable effort” is excluded in the following circumstances:

- Unfilled positions resulting in holes in the schedule
- Anticipated gaps in the schedule due to planned vacation, medical leave or leave of absence
- Frequently recurring increases in census such that the scheduled level of staff is inadequate

“Reasonable effort” does include:

- Unanticipated increases in census above that anticipated by the health care facility resulting in additional staffing demands
- Unanticipated absences (such as unexpectedly-high same day sick calls) that exceed the staffing plan tolerances

The Employer shall endeavor to provide as much advance notice to employees as possible if there is an expectation that mandatory overtime may be utilized. Mandatory overtime shall not become a normal staffing practice. An employee shall notify the Employer if their mandatory overtime assignment creates an undue hardship, and in such case decline the shift in writing. Management may then move on to the next person in the rotation. Employees who agree to work any portion of a mandatory overtime shift will be credited and moved to the bottom of the seniority list for

future mandatory overtime shifts. Incentives for mandatory overtime must comply with this Agreement.

SECTION 13.5: REPORT PAY

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

It shall be the employee's responsibility to keep a current telephone number on file with the Employer. Failure by the employee to do so will exempt the Employer from the notification requirement and from the minimum guarantee.

An employee who is sent home after reporting to work or called off of work shall not be considered "on-call" or "on-standby" for the remainder of the shift.

SECTION 13.6: WORK SCHEDULES AND ASSIGNMENTS

The Employer has the right to determine the hours and days of work of an employee's or the employees’ work schedule including the specific starting and ending times, schedule rotation, work assignments, and schedule meal and rest periods.

SECTION 13.6.1: MONTHLY POSTED SCHEDULE

Monthly employee work schedules shall be posted at least seven (7) days prior to the first workday on the schedule. The schedule will be made by first assigning regular full-time and part-time employees to their regular rotation and then assigning open shifts to on-call employees who are available for the days and shifts open.

Changes to the posted schedule may be made by the Employer to meet the needs of the business for extraordinary circumstances, including the right to send workers home after the start of their shift under the provision of Article 23: Low Census Adjustment. If changes to the schedule are needed, the Employer shall notify affected employees as soon as possible.

SECTION 13.6.2: EMPLOYEE REQUESTS FOR SCHEDULE CHANGES

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

SECTION 13.7: ASSIGNMENT OF OPEN SHIFTS

An Open Shift refers to any individual scheduled shift that becomes available for coverage, whether on a temporary or ongoing basis. Open shifts are due to several possible factors. For example (this list should not be considered exhaustive but is intended to be illustrative):

- Open shifts are open by virtue of an open position (defined as a vacancy, per 7.1)
- Open shifts may be due to employees taking vacation or other leave
- Open shifts may be because an employee (or employees) have called off shift (see, Section 13.7.2 below)

Part-time and PRN employees wishing to increase or decrease the number of scheduled hours or days shall notify their supervisor in writing to advise the Employer of days and hours they are available.

SECTION 13.7.1: OPEN SHIFTS KNOWN AT THE TIME OF THE SCHEDULE POST

In order to ensure shift coverage and quality care, the Employer shall use the following steps to cover any open/unassigned shifts after the monthly work schedule is posted.

Shifts that are known to the Employer at the time the schedule is posted will be posted for Employees to sign up for those shifts. Employees shall have three (3) days from the date of the posting to sign up for the shifts. Open shifts must be posted for no less than three (3) days. Signing

up for a shift does not guarantee that an employee will be assigned to the open shift.

The Employer will make all reasonable efforts to assign available shifts to bargaining unit employees in a fair and equitable manner. While the Employer prefers to assign bargaining unit work to bargaining unit employees over temporary or agency staff, the Parties agree that financial concerns, employee availability and other relevant considerations allow for the Employer to determine otherwise.

Generally, available shifts which one or more employees have signed up for during the 3 day sign up period shall be offered to bargaining unit employees in the following order to allow for fair distribution of open shifts:

- Regular full-time employees not in overtime status
- Regular part-time employees not in overtime status
- Per diem employees not in overtime status
- Regular full-time employees in overtime status
- Regular part-time employees in overtime status
- Per diem employees in overtime status
- Non-bargaining unit employees or temporary or agency staff

Open shifts will continue to be posted until they are filled. It is understood that when a shift cannot be filled with a bargaining unit member, the Employer may seek to utilize non-bargaining unit staff or temporary employees.

Shifts that are awarded to employees who have signed up for such shifts during the posting period will be awarded to employees on a rotating seniority basis, however once an employee has received a shift in this manner in a given month, then the employee shall go to the bottom of the list for receiving such assignment to allow for fair distribution of available shifts to interested

bargaining unit employees.

Employees who sign up for and have been scheduled to work an extra shift may be bumped from that shift on three (3) days' notice if the Employer is able to fill the shift with a newly hired regular employee.

Employees will not be rescheduled from their regular shifts or extra shifts to avoid paying overtime or extra shift pay except as defined by Article 23 Low Census Adjustment.

SECTION 13.7.2: SAME DAY OPEN SHIFTS

It is understood that for same day call offs or same day unanticipated overtime work (defined as a call off or unanticipated overtime work which the Employer first becomes aware of twenty four (24) hours or less before a shift is scheduled to begin), the Employer may choose among volunteers currently at work, off duty employees who respond to an Employer text or other communication announcing an open shift, or temporary or agency staff, as the Employer deems appropriate under the circumstances. While the Employer prefers to assign bargaining unit work to bargaining unit employees over temporary or agency staff, the Parties agree that financial concerns, employee availability and other relevant considerations allow for the Employer to determine otherwise.

The Employer will use its best efforts to maintain a log documenting its efforts to fill a same day open shift. The failure to maintain a log documenting the efforts to fill a shift will not be subject to the grievance and arbitration process of this Agreement.

SECTION 13.8: MEAL AND REST PERIODS

An unpaid meal period of thirty (30) minutes is allowed for employees who work more than five consecutive hours per shift in accordance with Washington State Law. Meal breaks are unpaid if the employee is completely free from work duties during the break. However, the meal break must be paid if the employee is required to:

- Remain on duty

- Remain on-call on the premises or work site in the Employer's interest
- Return to work during the meal break, interrupting the break

Employees are allowed break periods totaling 15 minutes during every 4-hour work period. These breaks should be scheduled as close as possible to the middle of each 4-hour work period. Rest breaks cannot be waived by either the employee or the Employer.

SECTION 13.9: PAY PERIODS AND PAY DAYS

Paychecks or direct deposit will be distributed bi-weekly. Pay periods and paydays shall be determined by the Employer and may not be changed without ninety (90) days' notice to the Union and the employees.

ARTICLE 14: ECONOMICS PACKAGE

SECTION 14.1: MEDICAID RATES

The Employer and Union agree to work together through the duration of the Contract on mutual concerns affecting nursing facility care and services, including all legislative matters about maintaining the current Medicaid nursing facility statutory reimbursement system to assure the necessary funding levels needed to deliver Medicaid rates paid according to the statutory requirements (e.g., allowable costs). To improve the quality of resident care and protect employee compensation, the Parties will continue to advocate legislatively to defend the facilities' Medicaid rate and secure additional full funding for the facilities' Medicaid rate on future budget years.

The Parties aspire to establish a Universal Economic Package to determine employee economic changes.

SECTION 14.2: OFF-SCHEDULE HOURLY WAGE INCREASE

The Union and the Employer agree that wage increases for all workers are critical to recruiting and retaining employees. Accordingly, the Union and the Employer acknowledge that it may be necessary to immediately increase Union member hourly pay rates across the board by

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

When implementing an OSWI, the Employer is not required to bargain with the Union when a local competitor's pay increase requires the Employer to immediately announce pay rate increases to neutralize the competitive advantage of the other facility offering higher pay. However, when the other Employer's competitive advantage is a future threat, the Employer will notify employees of the OSWI using any mutually agreed joint announcement template and tell the Union before or within twenty-four (24) hours of announcing the change.

Whenever exercising an OSWI, the Employer will notify the Union as soon as possible. The Employer and Union will expeditiously enter into a Letter of Agreement detailing the classification's enhanced wage scale pay rates and distribute it to all affected Union members. The Facility will apply this OSWI Section only when presented with an immediate competitive threat. It will not use this Section to undermine the collective bargaining of a successor Contract.

ARTICLE 15: HIRING RATES AND COMPENSATION

SECTION 15.1: WAGE SCALE STEP INCREASE AND WAGE SCALE

Effective April 1, 2026, employees shall be placed on the relevant wage scale in Appendix A at their current step or based on their years of verifiable experience, whichever is greater. Employees employed on or before February 15, 2026 will receive retroactive pay back to February 15, 2026. *(NOTE: current employees who have been employed for more than one year will advance one step*

on the scale at the time of placement because their experience is now one year greater than at the last increase on Feb 2, 2025).

An employee with more than 15 years' of experience in their classification in the Appendix A Wage Scale will be placed at the top step of the scale and receive a two-point-seventy five percent (2.75%) hourly pay increase. Any employee who has more than 15 years of experience who would not receive an increase of at least 3% via the above method will receive an increase of 3%.

1.5% COST OF LIVING ADJUSTMENT (COLA):

Effective the first full pay period that is 12 months after ratification (which occurred on March 31, 2026), the wage scales in Appendix A shall increase by one- and one-half percent (1.5%). Those wage scales shall be published in Appendix B. Employees shall be placed on the new wage scale at their current step, which will result in a one- and one-half percent (1.5%) increase. Employees with more than fifteen years of experience shall receive a one-and one-half percent (1.5%) increase.

The base step of any classifications will be a minimum of twenty-five cents ($0.25) above the Washington state minimum wage. If at any point during the length of the contract any classification falls below this threshold, the base step of that classification shall be increased to the Washington minimum wage plus twenty-five cents ($0.25) and all steps of the scale will be adjusted to maintain the percentage increase between steps.

SECTION 15.2: NEW HIRES

Effective after the ratification, all new hires will be employed according to the applicable wage scale. The Employer may hire new employees on any step of the wage scale, based on verifiable work experience, as determined by the Employer, provided that no newly hired employee will be paid a higher wage than current employees who have the same years of experience in the job classification. Credit for work experience will be given uniformly.

Any Employee hired who has more years of applicable experience than the wage scale will be placed at a minimum on the top step of the wage scale. Any wage rate paid above the top step of the scale to reflect more years of applicable experience must be consistent with current

employees in the same classification with same years of experience. In the instance where a new hire would be paid a higher wage than an incumbent employee in the same position with the same experience, the incumbent employee shall be adjusted upward.

SECTION 15.3: ANNIVERSARY STEP INCREASES

Step increases shall be recognized every year of this Agreement on September 1ST and March 1st, assuming this Agreement takes effect on April 1, 2026.

- On Sept 1st, 2026, step increases will be implemented for employees who earned another year of service between April 1, 2026 and August 31, 2026.
- On March 1st, 2027, step increases will be implemented for employees who earned another year of service between September 1, 2026 and February 28, 2027.
- On Sept 1st, 2027, step increases will be implemented for employees who earned another year of service between March 1, 2027 and August 31, 2027.
- On March 1st, 2028 step increases will be implemented for employees who earned another year of service between September 1, 2027 and February 29, 2028.

When a step increase is recognized, an employee advances to the next step on their classification's wage scale. If an employee is at or above 15 years of experience, they shall receive an increase of 1.5%.

SECTION 15.4: CRITICAL SHIFTS

Full-time and part-time employees who work an Employer-designated "critical" shift shall receive a Critical Shift Premium ("CSP") of five dollars ($5.00) per hour added to their base rate of pay for actual hours worked during the designated critical shift. A CSP shift shall be defined as an Employer-designated shift that includes work time beyond a Bargaining Unit Employee's regularly scheduled shift, and that enables the facility to address an imminent essential staffing need. This does not include shift trades between Employees. This does not include any other shift that the Employer has not designated as being eligible for CSP.

The Employer retains discretion to designate Critical Shift Premium shifts consistent with this

Article. LMC meetings will be used as necessary to develop guidelines for each facility as to how and when the CSP will be paid. If no agreement is reached after 1 year at one or more of the facilities, those facilities who have not been able to reach Agreement will engage in a reopener with the Union to resolve the issue.

To receive eligible CSP compensation, an employee must complete a written CSP form made available by the Employer. The form must be completed by the employee within 3 days of working a CSP shift. The Employer shall clearly identify the shifts that qualify for the CSP, including any mass communication sent by the Employer to notify employees of the CSP opportunity (e.g., group text, electronic communication from payroll/scheduling system, etc.). The Employer will use its best efforts to not send individual communication to employees that contradicts mass communication. The Employer may cancel CSP designation within five (5) calendar days of the scheduled shift if the Employer is able to hire additional staff to work the shift at a rate lower than what would be paid through the application of the CSP. In order to qualify for the CSP, the employee must work their scheduled shifts within the work week, unless the employee is unable to work due to an excused absence as defined by the Washington Sick Leave Law or was called off by the Employer. Any CSP must be offered to Bargaining unit members first before being offered to other employees or agency employees.

SECTION 15.5: NAC TRAINING

The Employer shall pay for the cost or any incurred cost of the NAC training course offered at the Employer's facility or at an off-site location as designated by the Employer. Students' hours in the NAC Training course are unpaid.

SECTION 15.6: CONTINUING EDUCATION AND CPR TRAINING

The Employer will pay for continuing education and/or CPR class pertaining to maintenance or advancement within bargaining unit classifications. Requests for continuing education and/or CPR reimbursement which is conducted off site must be made in advance and approved by the Employer. In order to receive reimbursement, Employees shall be required to submit a receipt for

reimbursement to the Employer within one month of the training class. Continuing education which is scheduled by the Employer and conducted at the facility shall be with pay.

SECTION 15.7: INCENTIVES

The Employer may offer employment bonuses at its discretion, such as sign-on, refer-a-friend, extra shift, or pick up a shift. The Facility shall provide such bonuses fairly and equitably and not engage in scheduling favoritism. The Employer may, without acting in a manner resulting in individual favoritism within a job class, implement, modify, or eliminate incentives to hire new employees, motivate employees to work as needed, encourage safe working practices, or for any other business reason, as long as the incentive programs were not explicitly bargained for in this Agreement. If the Employer implements an incentive program, the Employer shall notify the Union within five (5) calendar days of implementing the program. In addition, the Union may require the Employer to describe its application of the incentive program to verify that it has been implemented fairly and equitably, without individual favoritism. The Labor Management Committee may develop standard incentives at each facility.

SECTION 15.8: DIFFERENTIALS

The Employer will pay shift differential/premium to employees working evening shifts (2:00 pm-10:00pm or as assigned), night shifts (10:00 pm - 6:00 am or as assigned), and/or weekends (12:00 AM Saturday to midnight Sunday) as in this article. The Employer reserves the right to increase or decrease these amounts at any time so long as they do not decrease below the minimum amounts per facility per shift listed below. The Employer will provide a minimum of thirty (30) days' notice to employees of any shift differential decreases.

Lacamas Creek Post Acute

Designated Employees:	Nurse Assistant Certified (NAC); Restorative Aides
Evening Shift Premium:	$0.75/hour
Night Shift Premium:	$1.00/hour

Colonial Vista Post Acute

Designated Employees:	Nurse Assistant Certified (NAC); Restorative Aides
Evening Shift Premium:	$1.00/hour
Night Shift Premium:	$2.00/hour
Weekend Premium:	$0.50/hour for Day Shift, $1.50/hour for Eve Shift, $2.50/hour for Noc Shift

**note: the above weekend differentials show the stacked amount*

Mountain View Post Acute

Designated Employees:	Nurse Assistant Certified (NAC); Restorative Aides and Nursing Assistants
Evening Shift Premium:	$2.00/hour
Night Shift Premium:	$3.00/hour

Richland Post Acute

Designated Employees:	Nurse Assistant Certified (NAC); Restorative Aides
Evening Shift Premium:	$0.50/hour
Night Shift Premium:	$1.00/hour

Richland Assisted Living

Designated Employees:	Assisted Living Aides
Evening Shift Premium:	$0.50/hour
Night Shift Premium:	$1.00/hour

Sunnyside Healthcare Center

Designated Employees:	Nursing Assistant Certified; Restorative Aides

Evening Shift Premium: $0. 35/hour

Night Shift Premium: $0.50/hour

Designated Employees: Licensed Practical Nurses; Registered Nurses

Evening Shift Premium: $0.50/hour

Night Shift Premium: $1.00/hour

Linden Post Acute

Designated Employees: Nursing Assistant Certified; Restorative Aide

Evening Shift Premium: $0.35/hour

Night Shift Premium: $1.50/hour

Restorative Aides and Shower Aides – All Facilities

CNAs assigned by the Employer as Restorative Aides shall receive one dollar ($1.00) in addition to their base rate while assigned to that classification.

CNAs assigned by the Employer as Shower Aides shall receive twenty-five cents ($0.25) in addition to their base rate while assigned to that classification.

Baylor Shifts – All Facilities

Nurses who work a total of 30 hours or more during a forty-eight (48) hour period will be paid for 37.5 hours or their actual hours, whichever is greater.

SECTION 15.9: OTHER DIFFERENTIALS

Mentors are those employees assigned by the Employer to orient new employees to the facility.

Mentor Differential: $1.00/hour for hours worked as a mentor as determined by the facility LMC.

Lead Aide Differential: $1.00/hour for hours worked as a Lead Aide determined by the facility LMC

Other Classifications Lead: $1.00/hour for hours worked as a Lead as determined by the facility LMC.

SECTION 15.10: CERTIFICATION/LICENSE/PERMIT REIMBURSEMENT

SECTION 15.10.1: CERTIFIED NURSING ASSISTANTS

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

SECTION 15.10.2: LICENSED PRACTICAL NURSES

All regular full-time and part-time licensed practical nurses (LPN's) after one year of service shall be reimbursed for the total cost of their license renewal. The facility administrator may require documentation that the payment has been made to the Washington Department of Health, and that the license has been renewed.

SECTION 15.10.3: REGISTERED NURSES

All regular full-time and part-time registered nurses (RN's) after one year of service shall be reimbursed for the total cost of their license renewal. The facility Administrator may require documentation that the payment has been made to the Washington Department of Health, and that the license has been renewed.

SECTION 15.10.4: OTHER EMPLOYEES

All other regular full-time and part-time employees, after one year of service, shall be reimbursed for the total cost of their license/permit/certificate renewal if the license/permit/certificate is required employment condition of their classification. The facility Administrator may require documentation that the payment has been made to the appropriate department, and that the license has been renewed.

SECTION 15.11: ATTENDANCE BONUS

Employees are eligible for an attendance bonus when every shift is satisfactorily worked throughout the monthly schedule period and no changes are requested in the schedule by the employee except for trading shifts as provided for in Article 13.4.4 or utilizing unpaid Union leave. To qualify, a minimum of 130 compensated hours must have been worked during the qualifying period. The bonus will be an additional twenty-five ($0.25) per hour on only the hours worked in the qualifying period.

SECTION 15.12: STACKING DIFFERENTIAL

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

SECTION 15.13: EMPLOYEES HIRED INTO A NEW CLASSIFICATION

An employee transferring into a higher-paid classification shall maintain their wage rate or be paid at the new classification wage rate, whichever is greater.

An employee who is reassigned by the Employer to a classification with a lower pay rate shall not suffer a reduction to their current hourly rate. Such employee shall maintain their existing wage or be placed on the wage scale in the new classification at the step that most closely corresponds to, but does not fall below their current hourly wage, whichever is greater. In these cases, the employee's anniversary date for the purpose of wage progression transfers to the new hire date into the new classification.

ARTICLE 16: VACATION AND SICK TIME

SECTION 16.1: VACATION

All regular full-time and part-time employees are eligible to earn paid vacation. Full-time and part-time employees may use their vacation benefits after three (3) months of continuous employment.

Vacation pay is based on a calendar year and the employee's years of service. Vacation pay begins accruing after ninety (90) days of service. For all employees hired on August 1, 2024, vacation pay

accrual will begin per the applicable "Length of Service" based on their Seniority Date with the predecessor Employer or their hire date with the Employer if they were not working for the predecessor Employer on July 31, 2024.

Vacation pay does not accrue during an unpaid leave of absence.

Eligible full-time and part-time employees will accumulate vacation as follows:

Length of Service	*Accrual Rate per Pay Period*	*Annual Accrual Maximum (based on 2080 hours)*	*Accrual Cap*
Hire Date – 90 days	0	0	0
90 Days – 12 months	2.22222 hours	1 week/40 hours	160 hours
13 months – 48 months (2nd, 3rd, 4th years)	3.33333 hours	2 weeks/80 hours	160 hours
49 months –120 months (5th-9th years)	5.00000 hours	3 weeks/120 hours	180 hours
121 months (10+ years	6.6666 hours	4weeks/160 hours	200 hours

Except as otherwise allowed by law, paid vacation time can be used in increments. Employees shall request vacation time off in writing from their Supervisor by the 15th of the month in the month prior to the month of the requested time off. Vacation time off requests will be reviewed on several factors, including the needs of the business and staffing requirements. The Employer will approve or deny the request for vacation time off within seven (7) calendar days of its submission. While the Employer will attempt to accommodate a timely vacation request, it cannot guarantee that such a request will be granted on all occasions. Requests for time off are first-come first-

serve, however, in the event of a conflict between two (2) or more vacation requests which were submitted at the same time, the Employer will use the length of service with the Employer will be the determining factor.

Vacation time off is paid at the employee's base pay rate at the time of vacation. It does not include overtime or any special forms of compensation such as incentives, commissions, bonuses, or shift differentials.

Once an employee reaches the annual accrual maximum or accrual cap, the employee ceases earning vacation benefits. Vacation accruals will resume up to the annual accrual maximum if they are below the accrual cap.

Instead of taking vacation, employees may request payment for the vacation hours they have accrued but must maintain a vacation balance of at least twenty-four (24) hours. This may be done only one (1) time per calendar year. To do so, employees must complete a Vacation Payment Request form and submit it to their supervisor at least seven (7) days before the date requested for payment.

Upon termination of employment, an employee will be compensated for all vacation benefits accrued but not used at the rate of compensation paid at the time of termination.

SECTION 16.2: PAID SICK LEAVE

All employees are eligible to accrue and use Paid Sick and Safe Leave ("PSL") under this policy as required by Washington's Paid Sick Leave law, Chapter 49.46 RCW.

For purposes of this Policy, a benefit year is defined as a calendar year from January 1 to December 31.

SECTION 16.2.2: ACCRUAL

Full-time and part-time employees accrue sick leave at the rate of 0.03333 hours for each hour worked.

SECTION 16.2.3: WAITING PERIOD FOR USE

Employees may begin using available PSL on the 90th calendar day of their employment.

SECTION 16.2.4: ANNUAL CARRYOVER

Employees may carry over up to 40 hours of any available, unused PSL hours to the following benefit year. All other unused hours are forfeited.

SECTION 16.2.5: INCREMENTS OF USE

Employees must use PSL in one (1) minute increments.

SECTION 16.2.6: REASONS FOR USE

Employees can use PSL to care for their own or a covered family members' mental or physical illness, injury, or health condition, including diagnosis and preventive medical and dental care. Employees can also use PSL to cover time off when the Employer's facility has been closed by order of a public official for any health-related reason, their child's school or place of care has been closed by order of a public official for any health-related reason, or for the reasons set forth in the Employer's Domestic Violence Leave policy.

PSL may not be used for other reasons, such as personal days or vacation.

For purposes of this Policy, "*family member*" includes the employee's child, grandchild, spouse, registered domestic partner, sibling, grandparent, parent, stepparent, and parent-in-law as these terms are defined in Washington's Paid Sick Leave Law, RCW 49.46.210. "Child" means a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status.

SECTION 16.2.7: HOW TO REQUEST PSL

If the need for PSL is *foreseeable,* employees must submit a written request at least ten (10) days in advance of using the PSL, or as early as possible. Employees should provide the written request to their direct supervisor, the Human Resources representative or the Administrator. When possible, the request should include the expected duration of the absence. When the use of PSL is foreseeable, the employee must make a reasonable effort to schedule the use of PSL in a

manner that does not unduly disrupt the company's operations.

If the need for PSL is *unforeseeable* (e.g., emergency illness), the employee must notify their manager, Human Resources representative or Administrator as soon as they know they will be absent. Absent emergencies or other exigent circumstances, employees are required to call in before their regularly scheduled starting time. If an employee is unable to provide notice personally, notice may be provided by the employee's spokesperson (e.g., spouse, domestic partner, adult family member, or other responsible party).

For PSL use related to domestic violence, sexual assault, or stalking, employees must provide oral or written notice to a direct supervisor, the Human Resources representative or the Administrator no later than the end of the first day of use of this leave.

SECTION 16.2.8: DOCUMENTATION

Employees who are absent for more than three (3) consecutively scheduled workdays may be required to provide reasonable documentation to verify the need for PSL. This may include documentation signed by the appropriate health care provider indicating that the PSL was necessary or, in the case of time off for reasons related to domestic violence, sexual assault, or stalking that affects the employee or the employee's covered family or household member, a police report, a court order, documentation that the employee or the employee's family or household member is experiencing domestic violence, sexual assault, or stalking, or an employee's written statement. However, to protect employee (and family member) privacy, employees generally do not need to disclose the underlying reason for a medical or dental appointment, any specific diagnosis related to a medical condition, or details regarding domestic violence, sexual assault, or stalking. If providing the verification for the need for PSL would result in an unreasonable burden or expense, employees should contact the Human Resources representative or the Administrator. The Employer's requirements for verification may not result in an unreasonable burden or expense on the employee and may not exceed privacy or verification requirements otherwise established by law.

SECTION 16.2.9: PSL RATE OF PAY

An employee's PSL pay is calculated at the employee's normal hourly compensation. Employees should consult the Human Resources representative or the Administrator for detailed information on how the rate of PSL pay is calculated and the amount they are entitled to receive.

SECTION 16.2.10: CONCURRENT LEAVE

Some circumstances that allow an employee to use PSL also may qualify for leave under applicable federal, state, or other local laws (e.g., Washington's domestic violence leave law, leave taken due to an employee's disability, pregnancy disability leave, Washington PFML, or FMLA). All applicable leaves will run concurrently to the fullest extent permitted by law. Please refer to the Company's other leave policies for more information.

SECTION 16.2.11: NO CASH OUT/PSL UPON RE-HIRE

Unused PSL has no monetary value. It is not cashed out at any time during employment or upon separation of employment. Employees who are terminated, resign, retire, or are otherwise separated from employment will not receive any payout for any unused PSL.

If an employee separates from the Employer and is rehired within twelve (12) months, the Employer will notify the employee of their previously accrued, unused PSL that will be reinstated and available for use upon rehire. If an employee separates from the Employer and is rehired more than twelve months later, then previously accrued unused PSL is not reinstated, and the employee is treated as a new hire under this policy.

SECTION 16.2.12: NO RETALIATION/DISCRIMINATION

The Employer prohibits any retaliation for an employee's lawful use of PSL, and will not take any adverse action against an employee because the employee has exercised their rights provided under Washington's Paid Sick Leave Law.

ARTICLE 17: HOLIDAYS

SECTION 17.1: RECOGNIZED HOLIDAYS

The following holidays shall be recognized for all employees:

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

SECTION 17.2: PAYMENT FOR HOLIDAYS

Employees will be paid time and one-half at their base hourly wage for all actual hours worked on the above holidays not marked with an *. For all actual hours worked on the above holidays marked with an *, all employees will be paid double time at their base hourly wage. Employees must work their scheduled shift both before and after the holiday in order to receive the time and one-half or double time pay. If an employee does not work their scheduled shift both before and after the holiday worked, the employee will be paid regular time for hours worked on the holiday. The Employer will make an exception for Employee's who are unable to work their shift before or after the holiday due to FMLA or WPFLA qualifying event. Holiday pay (time and one-half or double time) will be paid for actual hours worked:

- New Year's: Night shift beginning on Dec. 31, Day shift Jan. 1, Eve shift Jan. 1
- President's Day: Day shift, Eve shift, and Night shift of the Holiday
- Memorial Day: Day shift, Eve shift, and Night shift of the Holiday
- Independence Day: Day shift, Eve shift, and Night shift of the Holiday
- Labor Day: Day shift, Eve shift, and Night shift of the Holiday

- Thanksgiving Day: Day shift, Eve shift, and Night shift of the Holiday
- Christmas: Night shift beginning on Dec. 24, Day shift Dec. 25, Eve shift Dec. 25

ARTICLE 18: INSURED BENEFITS

A minimum of two Health Benefit Plans will be made available to employees and their families (spouses/dependents). The Employer shall pay a minimum contribution of seventy-three percent (73%) of the employee-only coverage and forty-four percent (44%) of employee plus children coverage.

The Employer may implement health, dental, vision and/or disability benefits as outlined in Employer Policies. The Employer may select, change, eliminate or modify insurance carriers, benefit plans, benefit levels, and employee co-pays. Prior to implementing any substantial and material change in insured benefits, the Employer shall meet with the Union to discuss the changes provided the Union requests such a meeting within thirty (30) calendar days of receiving notice of the changes.

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

ARTICLE 19: RETIREMENT/401(K) PLAN

Bargaining unit employees are eligible to participate in the Employers 401(k) plan, which is voluntary.

Employees may be eligible to participate in the plan after completing the service eligibility requirements set by the plan. Eligible employees may participate in the 401(k) plan subject to all terms and conditions of the plan.

The Employer will continue the current Employer match percentage for the term of this Agreement, which is as follows: the Employer will contribute twenty-five cents ($0.25) for every ($1.00) contributed by employees up to four percent (4%) of income. Only employees employed on December 31st will be entitled to the Employer match for contributions they make that year. The match will be made by the Employer in the first quarter of the following year. Employer matches are subject to the following vesting schedule. For purposes of applying the vesting schedule, "After # year(s) of employment" refers to an employee's hire date by the Employer, not a predecessor.

- After 1 year of employment 25%
- After 2 years of employment 50%
- After 3 years of employment 75%
- After 4 years of employment 100%

The 401(k) savings plan allows employees to elect how much of their salary to defer within the plan's limits and provides for self-directed investment of plan accounts so employees can tailor their own retirement package to meet their individual needs. Employees' elections can be made as a percentage per pay period.

Because deferral to a 401(k) plan is automatically deducted from employees' pay before federal and tax withholdings are calculated, employees save tax dollars now by having their current taxable amount reduced. The amounts deducted generally will be taxed when they are finally distributed.

In addition to the 401(k) pretax option, the plan also allows employees to participate in the new Roth 401(k) post-tax option. This deduction is similar to the 401(k) plan but does not reduce taxable income. There is no tax liability upon distribution of the Roth funds. This means that employees' gains will grow tax-free, and employees will never pay taxes on the gains.

ARTICLE 20: UNION LEAVE

SECTION 20.1: EXTENDED UNION LEAVE

Workers may request an unpaid leave of absence to perform work for the Union with at least thirty (30) days' notice to the Employer. Such leaves may be for any duration of up to six (6) months and may be extended by mutual consent. The Employer will take the needs of the business into account but will not unreasonably withhold approval of such leave or extension.

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

SECTION 20.2: SHORT UNION LEAVE (UNPAID)

With thirty (30) days' notice to the Employer, employees who are attending the Union's annual convention, the convention of SEIU, or who are requesting other short-term leave for Union business shall be granted unpaid release time for the duration of the Convention or event. Such leave shall be granted on a first-come, first-serve basis. Requests under Section 20.2 are subject to staffing considerations but may not be unreasonably denied. Employees on unpaid Union leave may utilize any earned PTO while on leave, and shall be entitled to any recognized, paid holiday which occurs while on such short leave if the employee would otherwise normally be entitled to the paid holiday.

SECTION 20.3: SHORT UNION ADVOCACY (PAID)

The Employer shall grant up to eight (8) paid shifts per facility per contract year for employees to engage in public advocacy for quality long-term care, as agreed between the Employer and the Union. The Employer shall make a good faith effort to maximize the number of employees released on unpaid leave to attend one of the main days designated as public advocacy days by the Union.

SECTION 20.4: ADVOCATE TRAINING

The Union shall be allotted up to six (6) shifts of paid release time in each facility annually for Advocate Training. Other employees may be released on unpaid time, in consideration of operational needs. Sufficient advance notice shall be provided to the Employer to ensure adequate staffing levels on the date of the training.

ARTICLE 21: LEAVES OF ABSENCE

SECTION 21.1: GENERAL LEAVE PROVISIONS.

Except where explicitly noted in Article 20 Union Leave and this article, the Employer may implement, modify, or eliminate the leaves of absence as outlined in this Article and consistent with all state and federal leave requirements. The Employer reserves the right to modify its Leave of Absence policies. The Employer will inform the Union of any material and substantial changes in its Leave of Absence policies prior to implementation.

SECTION 21.2: BEREAVEMENT LEAVE

Full-time and Part-time employees who have completed their initial introductory period may take up to three (3) paid and two (2) unpaid days of leave in the event of the death of a spouse, domestic partner, child or step-child or foster child or any child living in the employees' household, parent or step-parent or loco parentis, sibling or step-sibling, aunt, uncle, grandparent, grandchild, or corresponding in-laws. Additional days of unpaid leave may be granted by the Employer. Employees may use accrued PTO for any unpaid bereavement days.

SECTION 21.3: DISABILITY LEAVE

The Employer shall comply with all state and federal rules and regulations regarding disability leave.

SECTION 21.3.1: NON-WORK-RELATED DISABILITY LEAVE

Employees who have been continuously employed for at least five (S) years and who are disabled due to injuries, illness, or pregnancy, are eligible for an unpaid disability leave of up to six (6)

months. While on leave employees will not lose or accrue seniority. PTO does not need to be exhausted before such unpaid leave is taken. An employee on disability leave will be returned to their same job classification and shift upon their return.

SECTION 21.4: JURY DUTY

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

SECTION 21.5: FAMILY LEAVE

The Employer shall comply with all state and federal rules and regulations regarding Family and Medical Leave. Such compliance shall not diminish any additional rights offered by the language of this Agreement.

SECTION 21.6: MILITARY SERVICE

Leaves of absence for the performance of duty with the U.S. Armed Forces or with a reserve component shall be granted in accordance with applicable law. Employees must notify their supervisors and provide a copy of their orders as soon as possible.

SECTION 21.7: PERSONAL LEAVE

Should a situation arise that temporarily prevents an employee from working, he/she may be eligible for a Personal Leave of Absence without pay for up to forty-five (45) calendar days.

Unpaid personal leaves of absence will be considered only after all paid time off has been exhausted. Personal leave must be requested at least sixty (60) days in advance. Employees must be continuously employed for at least six months prior to the requested leave. Personal leave must be requested at least sixty (60) days in advance. Personal leave may be granted with less than sixty (60) days' notice upon approval by facility Administrator. An employee on personal leave will be returned to their same job classification but not necessarily the same shift upon their

return. While on personal leave employees will not lose or accrue seniority. The decision to approve or deny a personal leave of absence will be based on the circumstances, length of time requested, employee's job performance, attendance and punctuality record, reason for the leave, the effect the employee's absence will have on the work in the department and the expectation that the employee will return to work when the leave expires.

SECTION 21.8: MILITARY CAREGIVER LEAVE

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

SECTION 21.9: MILITARY SPOUSE LEAVE

Up to fifteen (15) days of unpaid leave will be granted to an eligible employee who averages twenty (20) or more hours of work per week, whose spouse is on leave from deployment or before and up to deployment during a period of military conflict. An employee who takes leave under this provision may elect to substitute any of the accrued paid leave to which the employee

is entitled for any part of the leave provided under this provision. The employee must provide his or her supervisor with notice of the employee's intention to take leave within five (5) business days of receiving official notice that the employee's spouse 'will be on leave or of an impending call to active duty. This provision shall be administered in accordance with RCW 49.77.

SECTION 21.10: DOMESTIC VIOLENCE/SEXUAL ABUSE/STALKING LEAVE

Eligible employees shall be entitled to take unpaid leave for domestic violence, sexual assault or stalking that the employee has experience, or for the use to care for and/or assist a family member who has experienced domestic violence, sexual assault or stalking. Leave under this provision shall be administered in accordance with RCW 49.76.

SECTION 21.11: WORKER'S COMPENSATION LEAVE OR MODIFIED DUTY UNDER LABOR AND INDUSTRIES

Both the Employer and employees shall fully exercise their legal rights and obligations related to Workers Compensation injuries.

The Employer shall ensure that employees who communicate in a language other than English are provided with professional interpretation or translation services during all communications related to a work-related injury, Workers' Compensation leave, light duty, or modified job duties.

These services shall be provided at no cost to the employee and shall not rely solely on family members, coworkers, or untrained bilingual staff. All documents related to Workers' Compensation benefits, work restrictions, return-to-work plans, and accommodations shall be made available in the employee's preferred language whenever reasonably possible.

ARTICLE 22: LAYOFF AND RECALL

SECTION 22.1: DEFINITION

A layoff shall be defined as an expectation of loss of work in a particular classification for three (3) weeks or more. In the event the Employer anticipates loss of work for a shorter period of time Article 22 Census Adjustment shall apply.

SECTION 22.2: SENIORITY DURING LAYOFF

Seniority shall cease to accrue but shall not be lost in the event of a layoff, unless such a layoff lasts longer than (18) eighteen months.

SECTION 22.3: GENERAL CONDITIONS

It is the intent of the Parties to administer this Agreement to minimize the Impact of layoff, hours reduction or displacement of employees.

SECTION 22.4: LAYOFF NOTICE

Prior to a layoff taking effect the Employer shall provide notice to the Union of the layoff, the affected employees, the shifts, job classifications and number of hours affected, and if known, the anticipated length of the layoff. The notice shall be provided fourteen (14) calendar days prior to the implementation of the layoff. The Union may request a meeting for the purpose of avoiding or mitigating said layoff and discussion of the procedures to be followed. Any such meeting shall be held within seven (7) days of the notice of layoff.

SECTION 22.5: LAYOFF PROCEDURE

In the event of a layoff, the Employer will lay off the least senior employee within the department in the affected job category, on the designated shift(s), as applicable. In the event that two (2) or more employees have equal seniority the Employer shall consider the disciplinary records of the employees for the prior eighteen (18) months to determine the order of the layoff. Introductory and Temporary employees within the affected job classification shall be laid off first or have their hours reduced first without regard to seniority.

SECTION 22.6: RECALL

In the event of a recall, the Employer will recall the most senior employee in the affected job classification. In the event that two or more employees have equal seniority the Employer shall consider the disciplinary records of the employees for the prior eighteen (18) months to determine the order of the recall.

ARTICLE 23: LOW CENSUS ADJUSTMENT

SECTION 23.1: GENERAL PRACTICE

The Employer will post in each facility the current staffing levels in every department that associate with normal and low census levels. Upon completion of the annual budget the Employer shall notify the Employees of any adjustment in the hours per patient day affecting the bargaining unit. Upon request by the Union, the Employer will meet within 30 days of such request, with the Labor Management Committee to explain the changes and discuss any employee concerns.

SECTION 23.2: GENERAL LOW CENSUS PROGRAMS

In the event there is a decrease in the workload and the Employer determines it is necessary to adjust the staffing, the following order of low census call off shall apply.

a) Temporary employees

b) Employees on extra shifts or overtime

c) Volunteers

d) On-call employees

e) If no on-call or temporary employees are scheduled, regular employees will be offered the opportunity to voluntarily reduce their scheduled hours. Employees may choose to use accrued vacation.

Employees may choose to use accrued vacation. If the Bargaining Unit Employee chooses not to use available Paid Time Off, then the Bargaining Unit Employee will not be paid for time not worked.

The Employer will equitably rotate low census on each shift by using the seniority list by job classification unless otherwise noted above. The list will be created with the employee who was hired last in the department being the first to take a low census day when the facility is overstaffed, subject to the above considerations. The list shall be maintained by the Employer and

available upon request within five (5) calendar days.

After all working employees in a department have taken a low census day, the rotation will begin again with the least senior employee.

Employees that have agreed to work an alternate day or shift prior to their name being called on the seniority list, that employee's name will be crossed off from the list, and when their turn comes up, staffing will skip their name and proceed to the next employee.

No Bargaining Unit Employee will lose eligibility for benefits because of hours reductions that take place, voluntarily or involuntarily.

SECTION 23.3: ALTERATION TO GENERAL LOW CENSUS PROGRAMS

The Employer may utilize an alternative program to the one defined above that is agreed to between the Employer and the Union at each Center's Labor Management Committee and signed by Union and Employer representatives.

ARTICLE 24: GRIEVANCE PROCEDURE

SECTION 24.1: INTENT

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

SECTION 24.2: GRIEVANCE DEFINED

A grievance shall be defined as a claimed violation of a specific provision or provisions of this Agreement that is not expressly excluded from the grievance and arbitration procedure. Under this procedure, the Union and the Employer can present a grievance to the other. However, the below procedure is written from the perspective of the Union submitting a grievance to the

Employer. The settlement of a grievance by either party shall not constitute a precedent. An employee may be assisted or represented by a representative of the Union at any step in the grievance procedure.

SECTION 24.3: GRIEVANCE TIME LIMITS

Time limits set forth in the following may only be extended by mutual written agreement between the Employer and the Union. A grievance must be filed in writing within thirty (30) calendar days of the event giving rise to the concern or the date the event became known or should have become known to the employee. Any grievance regarding an employee's termination must be filed as a Step II written grievance within fourteen (14) calendar days of the employee's effective discharge date. Grievances regarding employee compensation shall be deemed to have occurred when payment is made or when the payment was due but not made if that is the contention. Grievances over an employee's eligibility for a benefit shall be deemed to have occurred when the Employer made such an employee benefit eligibility decision.

Failure of the Employer to comply with the time limits set forth in the grievance procedure shall allow the employee or Union to advance the grievance to the next step of the grievance procedure within the time frames specified herein. Time limits are important. Failure of an employee or the Union to file a grievance as defined in this Section, in a timely basis, or to timely advance such a grievance, per the time limits outlined in the grievance procedure, will constitute their formal withdrawal of the grievance.

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

Employees are encouraged to discuss a workplace concern, including, but not limited to incidences of harassment, abuse, discrimination, or unsafe conditions, with their supervisor or any other member of management. The Open-Door Concept is an informal way of resolving problems early, preserving working relationships, and promoting a productive work environment for all employees. The Employer welcomes such discussions because it allows the Employer to maintain a productive and harmonious atmosphere. Employees will not be subject to any adverse

employment actions for raising good-faith concerns. The Employer will have fifteen (15) calendar days to respond to any issue raised through the Open-Door policy.

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

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

SECTION 24.5: GRIEVANCE PROCESS

Step 1 Grievance Presented in Writing to Administrator

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

- The specific Article(s) of this Agreement alleged to have been violated;
- A brief factual description of how the specific language of the identified Section(s) has been violated;
- The date of each alleged violation of the identified Section(s);

- The specific remedy requested for each alleged violation (i.e., if possible, describe how the grievant will be "made whole in every way");
- The reason the response in the previous step is not satisfactory when appealing a grievance to the next step; and The names of the grievant(s) and Union representatives presenting the grievance.

Violations of other contract Sections cannot be alleged after the written grievance has been submitted and accepted by the other party.

The Union representative and the administrator shall arrange a mutually agreeable date to

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

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

Step 2 Grievance Appeal

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

Upon receipt of the written Step 2 grievance appeal, the Employer's Designee, and the Union's Designee (e.g., Advocate or Union Organizer, etc.) shall coordinate a Step 2 grievance meeting. The Employer's Designated Leadership representative and the Union shall meet within fifteen

(15) calendar days to conduct the Step 2 grievance meeting. The Designated Leader will provide a written response to the Union representative within

fifteen (15) calendar days following the date of such meeting. The Employer's Designees' Step 2 response will resolve the matter unless the matter progresses to mediation or arbitration, as provided after this.

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

Optional Mediation

If a grievance is not resolved at Step 2, either party may request, in writing, within fifteen (15) calendar days of the Step 2 response or lack of response that the matter proceeds to mediation. The mediation process shall not interfere with the scheduling of an arbitration. Suppose the non-requesting party agrees to engage in optional mediation. In that case, the requesting party shall request a panel from the

Federal Mediation and Conciliation Service ("FMCS") or another mediation group agreed to by the Parties. The mediator shall be selected by alternate striking from the list until one name remains. The mediator shall have no authority to bind either party to an agreement.

Arbitration

If a grievance is not resolved at step 2 and the Parties have not entered into Mediation, the Union may appeal the issue to arbitration by providing written notice to the Employer's Designee within fifteen (15) calendar days from the date of receipt of the Employer's response, or lack thereof, to the step 2 grievance. No Party's allegation of Agreement breach or claim for relief shall be eligible for arbitration unless the Party

initially presented it timely per the procedure identified in the preceding sections. After the Union has notified the Employer of an appeal to arbitration, the Union will initiate the Arbitrator

Selection Process.

Arbitrator Selection Process

Suppose the Employer and the Union have not mutually established a permanent panel of arbitrators. In that case, upon a timely demand for arbitration, the moving party must request a list within thirty (30) calendar days from the FMCS and notify the other party of doing so. The FMCS shall provide the Parties with nine (9) arbitrators.

Within seven (7) calendar days after receiving the list, the Parties shall select the arbitrator by alternately striking names from the list. The last remaining name shall be the arbitrator. A coin toss will determine the party proceeding first in the striking of names procedure.

Arbitration Timelines

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

Arbitrator Award and Cost

Any dispute as to arbitrability may be submitted and determined by the arbitrator. The Arbitrator’s determination shall be final and binding. All Arbitrator decisions shall be limited to this Agreement’s terms and provisions. The Arbitrator shall have no authority to alter, amend, or modify the current Agreement. Unless otherwise provided in this Article, all costs, fees, and expenses of the Arbitration, including the cost of the Arbitrator, court reporter, hearing transcript (if requested by either party or the arbitrator), and any hearing room, shall be borne by the party

whose position is not sustained by the Arbitrator. If the Arbitrator sustains neither party's position in the Arbitrator's sole opinion, the Arbitrator shall assess the preceding costs to each party on an equal basis. In addition, in all arbitrations, each party shall pay its attorney's fees and the cost of presenting its case, including any expert witnesses.

Grievance/Arbitration Timelines

Except as otherwise indicated, the periods and limits provided herein shall be calculated as of the date of actual receipt. All notifications under this Article shall be sent by e-mail, certified mail, or in-hand service. Such periods may be extended only by mutual written agreement of the Employer and the Union. Without such an agreement, the time limits shall be mandatory.

The failure of the aggrieved employee(s) or Union to properly present a grievance in writing initially, to process a grievance in any of the steps in the grievance procedure after that, or to submit the grievance to arbitration under the express time limits provided herein, shall automatically constitute a waiver of the grievance and bar all further action thereon.

The failure of the Employer to submit a response in any of the steps of the grievance procedure or to meet with the Union Representative within such periods shall not constitute acquiescence to it or result in the sustaining of the grievance. The failure to respond or meet shall be deemed a denial of the grievance as of the expiration date of the applicable adjustment period. Should the Union pursue the grievance further, within fifteen (15) calendar days of such expiration date, it may submit the grievance to the next step of the Grievance and Arbitration Procedure.

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

The Parties agree that the arbitrator shall accept a written statement signed by a resident or patient in place of their sworn testimony. Both Parties shall have equal access to such written statements. Such documents shall carry the same force and effect as if the resident, patient, or

family member appeared to provide live testimony. The Parties agree that neither shall call a resident or patient as a witness, and the arbitrator shall not consider the failure of the resident to appear as prejudicial.

The Parties established the chart below to summarize this Article's provisions. However, the Parties understand that the Article's provisions govern in the event of a conflict with any chart content.

Process	Submission Timeline	Submission Process	Grievance Meeting Schedule	Employer Response Timeline
Optional Informal Discussion	As soon as possible	Verbal or written discussion with immediate Supervisor or another Employer Representative	As soon as possible.	Verbal response to the Grievant or Union Representative within 15 calendar days of the Informal Discussion
Step 1	Within 30 calendar days of when the issue occurred or when the employee learned about it or responded to the Optional Informal Discussion	Written (often via email) Grievance issued to the Facility Administrator	Step 1 Grievance Meeting must occur with the Administrator within 15 calendar days of the Employer's receipt of the Written Grievance	Written response to the Union and Grievant within 15 calendar days of the Step 1 Meeting
Step 2	Withing 15 calendar days of receiving the Employer's response (or lack thereof), move a grievance from Step 1 to Step 2	Written (often via email) notice of Step 2 escalation to the HR Director	A Step 2 Grievance Meeting must occur within 15 calendar days of the Employer's receipt of the Step 2 notification	Written response to the Union and Grievant within 15 calendar days of the Step 2 Meeting
Optional Mediation	The Union has 15 calendar days to file for Optional mediation	The Union notifies FMCS and the HR Director in writing	As soon as possible Does not interfere with Arbitration filing or scheduling dates	
Arbitration	The Union has 15 calendar days to file a Step 2 Grievance from the Employer's response (or lack thereof) to move a Step 2 Grievance to Arbitration	The Union notifies FMCS and the HR Director in writing	Within 60 calendar days of the selection of the Arbitrator or as soon as the Arbitrator's schedule allows	

Additional Grievance Administrative Provisions

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

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

ARTICLE 25: SEVERABILITY

In the event that any provision of this Agreement shall, at any time, be declared invalid or void by any court of competent jurisdiction or by any legislative enactment or by Federal or State statute enacted subsequent to the effective date of this Agreement, such decision, legislative enactment or statute shall not invalidate the entire Agreement, it being the express intention of the Parties hereto that all other provisions not declared invalid or void shall remain in full force and effect.

In the event that any decision, legislative enactment or statute shall have the effect of invalidating or voiding any provision of this Agreement, the Parties hereto shall meet solely for the purpose of negotiating with respect to the matter covered by the provision which may have been so declared invalid or void.

ARTICLE 26: NOTICE OF SALE

In the event a facility is to be sold, assigned, leased or transferred, the Employer shall notify the Union in writing, at least ninety (90) calendar days prior to such transaction, subject to SEC and other applicable laws and regulations. Such notice shall include the name and address of the prospective new owner, assignee, lessee or transferee. The Employer shall meet with representatives of the Union to bargain over the effects of the transaction on bargaining unit employees, not later than sixty (60) days prior to any transaction. No confidential business information shall be disclosed to Union at any time unless the Union agrees to suitable arrangements for protecting the confidentiality and use of such information.

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

The Employer will urge the Successor Operator to make employment offers to All Unit Members currently at the facility including those who are subcontracted.

The Successor Operator has no obligation to continue the existing Collective Bargaining Agreement. However, the Successor Operator may exercise an option to continue the Collective Bargaining Agreement for any amount of time up to its present expiration date.

The Successor Operator is not required to offer the same benefits as the Employer, including medical insurance, dental insurance, vision insurance, 401k or retirement plans, group life plan, disability insurance programs, and vacation or sick leave. However, the Employer shall encourage the Successor Operator to make best efforts to: (1) offer a medical insurance plan that is comparable in coverage and cost to the Employer's plan, and (2) offer comparable total accrual rates for time off as the total time off accrual rates for vacation and sick leave contained in this Agreement. Additionally, the Employer and Successor Operator shall make a good faith effort to maintain employees' leave balances through the transition rather than paying out their leave prior to the effective date.

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

ARTICLE 27: NO-STRIKE CLAUSE

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

If an employee or employees engage in any strike during the term of this Agreement, and the Employer notifies the Union of such action, a representative of the Union shall, as promptly as possible, instruct the employees to cease such action and promptly return to their jobs.

Employees who participate in a strike in violation of this Article will be subject to discipline up to and including termination.

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

- As promptly as possible publicly disavow such action by the employees;
- Notify the employees of its disapproval of such action and instruct such employees to cease such action and return to work immediately;
- Post notices on Union bulletin boards advising that it disapproves of such action and instructing employees to return to work immediately.
- In recognition of the unique partnership between the Union and the Employer that has led up to this Agreement, the Union will not conduct informational picketing for the duration of this Agreement.

ARTICLE 28: HEALTH AND SAFETY

SECTION 28.1: GENERAL

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

SECTION 28.2: ANTI-HARASSMENT

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

The Employer’s policy against unlawful harassment applies to all employees, including supervisors and managers. The Employer prohibits managers, supervisors, and employees from harassing coworkers and the Facility’s residents, visitors, vendors, suppliers, independent contractors, and

others doing business with the Employer. The policy applies to all work-related settings and activities, whether inside or outside the workplace, including business trips and business-related social events. Any such harassment will subject an employee to disciplinary action, up to and including immediate termination. The Employer likewise prohibits its residents, visitors, vendors, suppliers, independent contractors, and others doing business with the Employer from harassing our employees.

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

The following are examples of prohibited conduct:

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

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

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

If employees have questions about what constitutes harassing behavior, they are encouraged to ask their supervisor or another member of management. The Employer shall have fifteen (15) calendar days to respond to questions or concerns employees bring to their attention if the issue requires research or an investigation. Suppose an employee feels they are being, or have been, harassed in violation of this policy by another employee, supervisor, manager, or third- party doing business with the Employer. In that case, the employee should immediately notify their supervisor, administrator, and HR Department.

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

recommendations regarding the training of employees of the plan and changes to the plan as they are developed and implemented.

SECTION 28.3: OTHER PROVISIONS

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

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

Confidentiality

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. The investigation will include a private interview with the person filing the complaint and with witnesses, to the extent deemed necessary.

Training

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

SECTION 28.4: 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 28.5: SAFETY EQUIPMENT AND SUPPLIES

The Employer will provide all necessary safety equipment and supplies to employees. All employees are required to comply with all of the Employer's safety rules, policies, and procedures at all times. Employees must follow all universal precautions and isolation precautions, and wear such protective clothing and PPE as required by the Employer, which the Employer will provide. It is agreed that any disputes concerning this Section 28.5 shall not be grievable and shall instead be referred to the facility Labor Management Committee.

SECTION 28.6: WORKSITE CONDITIONS DUE TO CLIMATE

The facility and all working areas shall comply with Washington State regulations regarding comfortable temperatures and climate conditions.

SECTION 28.7: ON-THE-JOB INCIDENTS AND INJURIES

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

The Employer will make reasonable efforts to ensure that employees have access to reporting procedures and injury/illness-related information . Interpretation and/or translation assistance will be made available upon request through the Employer's Language Line or by the Union in

accordance with operational needs and applicable law.

ARTICLE 29: LANGUAGE IN THE WORKPLACE

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

Employees may speak the language of their choice when it is not necessary to ensure residents' safe, efficient, and patient-centered care. For example, English is not required when an employee is on a rest break, during a meal break, or at other non-work time. Even during those times, however, employees should not speak a non-English language in the presence of a resident unless it is commonly known that the resident understands the language being spoken.

Additionally, English is not required when employees are not directly performing their job duties, such as talking with coworkers while moving from one assignment to the next or while engaged in personal matters. These communications, however, must occur outside the presence of residents or residents' family members who do not understand the language being spoken. To operate safely, efficiently, and per applicable law, there are times when the Employer requires employees to communicate or take direction and guidance in English. For example, employees must speak in English when:

- Interacting with residents, their families, or anyone acting on a resident's behalf unless the resident's care plan unequivocally expresses a preference for communication in another language. Yet, residents also have a right to communicate in a language they understand. Therefore, if a resident or visitor wants to converse with the staff in a language other than English, employees may do so when they can effectively speak and understand the same common language.

- Promoting the safety of residents or ensuring efficient and effective operations. For example, English is required when communicating with coworkers during emergencies, when discussing patient care, or when discussing or performing teamwork assignments unless all employees involved in the discussion effectively speak and understand the same common language.
- Communicating with supervisors to receive direction and instruction or when supervisors are evaluating an employee's performance, monitoring, and assessing the performance of employees whose job duties require communication with coworkers, residents, or their families unless all employees involved in the discussion effectively speak and understand the same common language.

To operate safely, efficiently, and per applicable law, the Employer will communicate safety, facility, and security-related materials to employees in English.

Additionally, all team or department meetings related to business operations, safety, and resident care will be conducted in English. The Union may publish its' collective bargaining agreement in multiple languages to ensure the inclusion and acknowledgment of members who desire to read the contract in their native language. The Parties will collaborate at the Statewide or Facility-specific Labor Management Committee to determine whether the Union should publish the agreement in a language other than English.

Regarding the production of the Agreement in languages other than English and the inclusion of introductory statements, highlights, or graphics, the Parties agree that all disputes regarding the interpretation or application of this Agreement shall be determined based solely on the original English language Agreement signed by the Parties, and not upon any other language version.

ARTICLE 30: PROACTIVE LABOR RELATIONS & DIGNITY AND RESPECT

The Union and the Employer jointly recognize and embrace their common goal of providing quality long-term care to the residents in an atmosphere of dignity and respect. The Union and Employer agree to strive to meet the philosophy of caring for all residents and their families, and all employees and their communities. The Employer and Union commit to work together to

provide excellence in service, to treat all residents, their family members, and all employees with dignity and respect at all times.

Both Parties recognize that it is to their mutual advantage and for the protection of the patients to have an efficient and uninterrupted operation of the facility. Accordingly, this Agreement establishes such harmonious and constructive relationships between the Parties that such results will be possible. On behalf of the bargaining unit employees, the Union agrees to cooperate with the Employer to attain and maintain full efficiency and optimal patient care. The Employer and the Union agree that all facility employees, managers, and Union Representatives will treat each other with dignity, respect, and courtesy. The preceding principles shall also apply while providing service to patients and visitors. Notwithstanding any other provision of this Agreement, the Union and the Employer shall designate a top-level representative to discuss complaints about alleged violations of this Agreement or the Alliance Agreement. If one Party believes that the other Party has violated these standards, the affected Party should contact the other Party's representative by phone or electronic mail. The Parties should have a direct conversation within forty-eight (48) hours to discuss the issue.

ARTICLE 31: SOLE AGREEMENT, MATTERS COVERED, AMENDMENT, STANDARDS PRESERVED, PREMIUM CONDITIONS

Sole Agreement: This Agreement constitutes the sole and entire agreement between the Parties and supersedes all prior agreements, oral and written, and expresses all the obligations of, or restrictions imposed on, the respective Parties during its term. All individual agreements, both verbal and written, which may exist between the Employer and any employee in the bargaining unit, shall terminate upon the execution of this Agreement. The Parties agree that this Agreement is the sole agreement concerning wages and benefits of covered employees.

The existence, or later provision, of benefits not referenced in this Agreement does not create any vested rights or enforceable past practice. The Employer may provide or rescind any compensation or benefits policies or practices not expressly referenced in this Agreement at any

time. Whenever exercising such discretion, the Employer will notify Union in advance.

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

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

Standards Preserved: No employee shall suffer any reduction in their hourly wage rate, the total amount of paid time off, or health insurance benefits because of coverage under this Agreement unless such reduction is expressly addressed by this Agreement or by a written amendment executed by the Parties herein. If the State of Washington minimum wage rate increases, any employee being paid the minimum wage shall have their compensation increased accordingly. Individuals compensated more than the minimum wage will receive no adjustment to their compensation solely because of such minimum wage rate increase(s).

Premium Conditions: It is understood that the provisions of this Agreement relating to wages, hours, and conditions of work are intended to establish minimum terms for the employment of employees subject to this Agreement. The Employer is free to establish terms above the minimums of the Agreement at the Employer's sole discretion. The Employer agrees that if it pays an employee a wage rate above the rates included in this Agreement, the Employer will not subsequently reduce that employee's wage rate. The Employer will not apply this Section in an unlawful or discriminatory manner.

ARTICLE 32: COLLECTIVE BARGAINING AGREEMENT TRAINING

The Parties will schedule an in-person or virtual joint CBA Training at each facility. The Parties will use their best efforts to include representatives from the Employer, SEIU 775, and each facility-based Union Advocate. The one-time training session will be completed in one (1) hour. The Employer will compensate four (4) Union members for the scheduled training. The purpose of this training shall be to review language within this Agreement that reflects the following:

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

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

ARTICLE 33: ANTI-NEPOTISM

The Employer shall not favor or provide preferential treatment to any employee or applicant based on familial relationships, including but not limited to spouses, domestic partners, parents, children, siblings, grandparents, grandchildren, cousins, aunts, uncles, nieces, nephews, or any in-law or equivalent by marriage or partnership.

The Employer shall make every reasonable effort to ensure no employee is directly supervised by anyone with a familial relationship or be in a position where they could influence the employment, promotion, evaluation, or compensation of a family member.

In situations where an unavoidable potential conflict of interest arises due to familial relationships, the Employer shall take appropriate steps to eliminate the conflict, including but not limited to:

- Reassigning one or both employees to different departments and/or shifts.

- Restructuring job duties to remove supervisory or evaluative responsibilities.
- Temporary or permanent recusal of one or both Parties from decision-making processes involving the other.
- Implementation of additional oversight or review of decisions made by the employees involved to ensure impartiality.

ARTICLE 34: STAFF DEVELOPMENT

SECTION 34.1: MANDATORY TRAINING

Employees are generally expected to complete any required training during their regular working hours. The Employer will provide reasonable opportunities for this to occur and ensure that employees have access to all necessary resources and equipment, including a sufficient number of working computers and patient safety devices when necessary and interpretation services, if requested. Time spent in Employer-mandated training will be compensated at the employee's regular rate of pay.

Training will be a standing topic of discussion in LMC meetings. These discussions will focus on how to ensure employees can complete required training during work hours and how to ensure employees have access to adequate training tools. The Employer and Union commit to working collaboratively to enhance training opportunities for staff members.

ARTICLE 35: IMMIGRATION

The Union is obligated to represent all employees without discrimination based upon national or ethnic origin. The Union is therefore obligated to protect employees against violations of their legal rights occurring in the workplace, including unreasonable search and seizure.

The Employer shall refuse access to immigration enforcement agencies and their representatives, including the Department of Homeland Security (DHS) and Immigration and Customs Enforcement (ICE), to any non-public areas of the workplace unless they provide a judicial warrant signed by a judge or magistrate.

The Employer shall notify the Union in writing as soon as the Employer becomes aware that DHS or other federal governmental agent(s) has appeared on the Employer's premises with a notice from the ICE or SSA of an audit, subpoena, or other order to produce documents, including I-9 forms or other employment records to enable a Union representative or attorney to protect the rights of employees.

The Employer shall provide all notices to the Union as the employee's authorized representative.

To the extent legally permissible and unless prohibited by an agent of the federal government, the Employer agrees to cooperate with the Union in these matters.

The Employer agrees to cooperate and work with the Union in the event of an audit or other federal enforcement activity in the workplace. As long as legally permissible, the Employer agrees to do the following: provide all relevant information to the Union (including the names of all affected employees) and request extensions from the government when possible.

The Employer agrees not to voluntarily consent and permit DHS to enter or search non-public spaces of the workplace without showing a valid judicial warrant.

The Employer will provide to the Union a description of the public and non-public areas of the facility. The Employer will maintain employee I-9 forms in a file separate from personnel records, as required by law.

During any enforcement actions, the Employer agrees that the Union may have access to the workplace unless prohibited by law, judicial order or other government agency-imposed restriction.

Notwithstanding the above, this Section shall not require the Employer to take any action prohibited by law or specifically prohibited by a government agency.

The Employer shall not impose work authorization verification or reverification requirements greater than those required by law. Except as prohibited by law, when an employee presents evidence of a change in name, social security number, or updated work authorization documents, the Employer shall modify its records to reflect such change and the employee's seniority will not

be affected. Such change shall not constitute a basis for adverse employment action, notwithstanding any information or documents provided at the time of hire.

After notification from the Employer, and upon request by the Union, the Employer agrees to meet and discuss the implementation of a particular verification or reverification process. The decision regarding such process shall be as determined by the Employer. The employee shall have the right to choose which work authorization documents to present to the Employer during the verification or reverification process, provided such documents are genuine and acceptable under the law.

In the event the Employer notifies the employee in writing (with a copy to the Union) of any issue which legally requires correction, the employee must respond timely. In the event the affected employee cannot provide sufficient updated information and the employee's U.S. work authorization is impacted, the employee may request an unpaid leave of absence up to ninety days. The Employer shall not penalize an employee for an absence related to attendance of any immigration-related appointment, interview, or proceeding.

The Parties agree that, unless otherwise prohibited by federal law, the Employer may not use a SSA or IRS No-match letter as just cause for disciplinary action nor constructive or actual knowledge that an employee does not have work authorization. The Parties further agree that the Employer may take reasonable steps after the receipt of a No-Match letter to address the discrepancy.

The Employer shall train all managers and supervisors on the requirements of this Article within thirty (30) days of its execution, and thereafter within 1 month of hiring any new manager or supervisor.

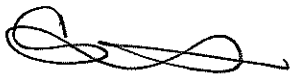
ARTICLE 36: TERM OF AGREEMENT

SECTION 36.1: DURATION OF AGREEMENT

This Agreement shall be effective April 1, 2026, so long as ratified on or before (March 31, 2026). Unless amended by the Parties' mutual written agreement, it shall remain operative and binding

on the Parties until midnight March 31, 2028. Any change agreed upon by the Parties shall be reduced to writing and executed by duly authorized officers or agents of the Parties to this Agreement.

Signed for SEIU 775



Sterling Harders, President

Date

5/11/26

Signed for PACS

Matt Parish, Director of Labor Relations

Date

5/11/2026

APPENDIX A – EFFECTIVE APRIL 1, 2026

Year 1															
Lacamas															
Classification	**Hire rate**	**1 Year**	**2 Year**	**3 Year**	**4 Year**	**5 Year**	**6 Year**	**7 Year**	**8 Year**	**9 Year**	**10 Year**	**11 Year**	**12 Year**	**13 Year**	**14 Year**	**15 Year**
Certified Nursing Assitants (CNA)	$ 24.10	$ 24.46	$ 24.83	$ 25.20	$ 25.58	$ 25.96	$ 26.35	$ 26.75	$ 27.15	$ 27.56	$ 27.97	$ 28.39	$ 28.81	$ 29.25	$ 29.69	$ 30.13
Restorative Aide (CNA + $1)	$ 25.10	$ 25.46	$ 25.83	$ 26.20	$ 26.58	$ 26.96	$ 27.35	$ 27.75	$ 28.15	$ 28.56	$ 28.97	$ 29.39	$ 29.81	$ 30.25	$ 30.69	$ 31.13
Activities Assistant	$ 19.00	$ 19.29	$ 19.57	$ 19.87	$ 20.17	$ 20.47	$ 20.78	$ 21.09	$ 21.40	$ 21.72	$ 22.05	$ 22.38	$ 22.72	$ 23.06	$ 23.40	$ 23.75
Maintenance Assistant/Aide	$ 19.00	$ 19.29	$ 19.57	$ 19.87	$ 20.17	$ 20.47	$ 20.78	$ 21.09	$ 21.40	$ 21.72	$ 22.05	$ 22.38	$ 22.72	$ 23.06	$ 23.40	$ 23.75
Cook	$ 20.75	$ 21.06	$ 21.38	$ 21.70	$ 22.02	$ 22.35	$ 22.69	$ 23.03	$ 23.37	$ 23.73	$ 24.08	$ 24.44	$ 24.81	$ 25.18	$ 25.56	$ 25.94
Dietary Aide/Dishwasher	$ 19.00	$ 19.29	$ 19.57	$ 19.87	$ 20.17	$ 20.47	$ 20.78	$ 21.09	$ 21.40	$ 21.72	$ 22.05	$ 22.38	$ 22.72	$ 23.06	$ 23.40	$ 23.75
Housekeeper/Laundry Aide	$ 19.00	$ 19.29	$ 19.57	$ 19.87	$ 20.17	$ 20.47	$ 20.78	$ 21.09	$ 21.40	$ 21.72	$ 22.05	$ 22.38	$ 22.72	$ 23.06	$ 23.40	$ 23.75
Social Services Assistant/Medical Records Assista	$ 19.00	$ 19.29	$ 19.57	$ 19.87	$ 20.17	$ 20.47	$ 20.78	$ 21.09	$ 21.40	$ 21.72	$ 22.05	$ 22.38	$ 22.72	$ 23.06	$ 23.40	$ 23.75
Nursing Assistance Registered (NAR)*	$ 22.00															
Hospitality Aide	$ 18.50															

Colonial Vista/Linden/Mountain View/Richland/Sunnyside															
Classification	**Hire rate**	**1 Year**	**2 Year**	**3 Year**	**4 Year**	**5 Year**	**6 Year**	**7 Year**	**8 Year**	**9 Year**	**10 Year**	**11 Year**	**12 Year**	**13 Year**	**14 Year**	**15 Year**
Certified Nursing Assitants (CNA)	$ 23.50	$ 23.85	$ 24.21	$ 24.57	$ 24.94	$ 25.32	$ 25.70	$ 26.08	$ 26.47	$ 26.87	$ 27.27	$ 27.68	$ 28.10	$ 28.52	$ 28.95	$ 29.38
Restorative Aide (CNA + $1)	$ 24.50	$ 24.85	$ 25.21	$ 25.57	$ 25.94	$ 26.32	$ 26.70	$ 27.08	$ 27.47	$ 27.87	$ 28.27	$ 28.68	$ 29.10	$ 29.52	$ 29.95	$ 30.38
Activities Assistant	$ 18.50	$ 18.78	$ 19.06	$ 19.35	$ 19.64	$ 19.93	$ 20.23	$ 20.53	$ 20.84	$ 21.15	$ 21.47	$ 21.79	$ 22.12	$ 22.45	$ 22.79	$ 23.13
Maintenance Assistant/Aide	$ 18.50	$ 18.78	$ 19.06	$ 19.35	$ 19.64	$ 19.93	$ 20.23	$ 20.53	$ 20.84	$ 21.15	$ 21.47	$ 21.79	$ 22.12	$ 22.45	$ 22.79	$ 23.13
Cook	$ 20.50	$ 20.81	$ 21.12	$ 21.44	$ 21.76	$ 22.08	$ 22.42	$ 22.75	$ 23.09	$ 23.44	$ 23.79	$ 24.15	$ 24.51	$ 24.88	$ 25.25	$ 25.63
Dietary Aide/Dishwasher	$ 18.50	$ 18.78	$ 19.06	$ 19.35	$ 19.64	$ 19.93	$ 20.23	$ 20.53	$ 20.84	$ 21.15	$ 21.47	$ 21.79	$ 22.12	$ 22.45	$ 22.79	$ 23.13
Housekeeper/Laundry Aide	$ 18.50	$ 18.78	$ 19.06	$ 19.35	$ 19.64	$ 19.93	$ 20.23	$ 20.53	$ 20.84	$ 21.15	$ 21.47	$ 21.79	$ 22.12	$ 22.45	$ 22.79	$ 23.13
Social Services Assistant/Medical Records Assistant	$ 18.50	$ 18.78	$ 19.06	$ 19.35	$ 19.64	$ 19.93	$ 20.23	$ 20.53	$ 20.84	$ 21.15	$ 21.47	$ 21.79	$ 22.12	$ 22.45	$ 22.79	$ 23.13
Hospitality Aide	$ 18.50															
Nursing Assistance Registered (NAR)	$ 22.00															
Personal Care Assistant (Richland)	$ 22.00	$ 22.33	$ 22.66	$ 23.00	$ 23.35	$ 23.70	$ 24.06	$ 24.42	$ 24.78	$ 25.15	$ 25.53	$ 25.91	$ 26.30	$ 26.70	$ 27.10	$ 27.51
Transportation Assistant (Sunnyside)	$ 18.50	$ 18.78	$ 19.06	$ 19.35	$ 19.64	$ 19.93	$ 20.23	$ 20.53	$ 20.84	$ 21.15	$ 21.47	$ 21.79	$ 22.12	$ 22.45	$ 22.79	$ 23.13
Registered Nurse (Sunnyside)	$ 43.42	$ 44.29	$ 45.17	$ 46.08	$ 47.00	$ 47.94	$ 48.90	$ 49.87	$ 50.87	$ 51.89	$ 52.93	$ 53.99	$ 55.06	$ 56.17	$ 57.29	$ 58.44
Licensed Practical Nurse (Sunnyside)	$ 35.71	$ 36.42	$ 37.15	$ 37.89	$ 38.65	$ 39.42	$ 40.21	$ 41.02	$ 41.84	$ 42.67	$ 43.53	$ 44.40	$ 45.29	$ 46.19	$ 47.12	$ 48.06

Employees with more than 16 years' experience are placed on top step of scale + 2.75% in Year 1

APPENDIX B – EFFECTIVE APRIL 1, 2027

Year 2 (ATB/COLA Adjustment)															
Lacamas															
Classification	**Hire rate**	**1 Year**	**2 Year**	**3 Year**	**4 Year**	**5 Year**	**6 Year**	**7 Year**	**8 Year**	**9 Year**	**10 Year**	**11 Year**	**12 Year**	**13 Year**	**14 Year**	**15 Year**
Certified Nursing Assitants (CNA)	$ 24.46	$ 24.83	$ 25.20	$ 25.58	$ 25.96	$ 26.35	$ 26.75	$ 27.15	$ 27.56	$ 27.97	$ 28.39	$ 28.81	$ 29.25	$ 29.69	$ 30.13	$ 30.58
Shower Aide + Restorative Aide (CNA + $1)	$ 25.46	$ 25.83	$ 26.20	$ 26.58	$ 26.96	$ 27.35	$ 27.75	$ 28.15	$ 28.56	$ 28.97	$ 29.39	$ 29.81	$ 30.25	$ 30.69	$ 31.13	$ 31.58
Activities Assistant	$ 19.29	$ 19.57	$ 19.87	$ 20.17	$ 20.47	$ 20.78	$ 21.09	$ 21.40	$ 21.72	$ 22.05	$ 22.38	$ 22.72	$ 23.06	$ 23.40	$ 23.75	$ 24.11
Maintenance Assistant/Aide	$ 19.29	$ 19.57	$ 19.87	$ 20.17	$ 20.47	$ 20.78	$ 21.09	$ 21.40	$ 21.72	$ 22.05	$ 22.38	$ 22.72	$ 23.06	$ 23.40	$ 23.75	$ 24.11
Cook	$ 21.06	$ 21.38	$ 21.70	$ 22.02	$ 22.35	$ 22.69	$ 23.03	$ 23.37	$ 23.73	$ 24.08	$ 24.44	$ 24.81	$ 25.18	$ 25.56	$ 25.94	$ 26.33
Dietary Aide/Dishwasher	$ 19.29	$ 19.57	$ 19.87	$ 20.17	$ 20.47	$ 20.78	$ 21.09	$ 21.40	$ 21.72	$ 22.05	$ 22.38	$ 22.72	$ 23.06	$ 23.40	$ 23.75	$ 24.11
Housekeeper/Laundry Aide	$ 19.29	$ 19.57	$ 19.87	$ 20.17	$ 20.47	$ 20.78	$ 21.09	$ 21.40	$ 21.72	$ 22.05	$ 22.38	$ 22.72	$ 23.06	$ 23.40	$ 23.75	$ 24.11
Social Services Assistant/Medical Records Assist	$ 19.29	$ 19.57	$ 19.87	$ 20.17	$ 20.47	$ 20.78	$ 21.09	$ 21.40	$ 21.72	$ 22.05	$ 22.38	$ 22.72	$ 23.06	$ 23.40	$ 23.75	$ 24.11
Nursing Assistance Registered (NAR)*	$ 22.33	$ 22.66	$ 23.00	$ 23.35	$ 23.70	$ 24.06	$ 24.42	$ 24.78	$ 25.15	$ 25.53	$ 25.91	$ 26.30	$ 26.70	$ 27.10	$ 27.51	$ 27.92
Hospitality Aide	$ 18.78															

Colonial Vista/Linden/Mountain View/Richland/Sunnyside															
Classification	**Hire rate**	**1 Year**	**2 Year**	**3 Year**	**4 Year**	**5 Year**	**6 Year**	**7 Year**	**8 Year**	**9 Year**	**10 Year**	**11 Year**	**12 Year**	**13 Year**	**14 Year**	**15 Year**
Certified Nursing Assitants (CNA)	$ 23.85	$ 24.21	$ 24.57	$ 24.94	$ 25.32	$ 25.70	$ 26.08	$ 26.47	$ 26.87	$ 27.27	$ 27.68	$ 28.10	$ 28.52	$ 28.95	$ 29.38	$ 29.82
Shower Aide + Restorative Aide (CNA + $1)	$ 24.85	$ 25.21	$ 25.57	$ 25.94	$ 26.32	$ 26.70	$ 27.08	$ 27.47	$ 27.87	$ 28.27	$ 28.68	$ 29.10	$ 29.52	$ 29.95	$ 30.38	$ 30.82
Activities Assistant	$ 18.78	$ 19.06	$ 19.35	$ 19.64	$ 19.93	$ 20.23	$ 20.53	$ 20.84	$ 21.15	$ 21.47	$ 21.79	$ 22.12	$ 22.45	$ 22.79	$ 23.13	$ 23.48
Maintenance Assistant/Aide	$ 18.78	$ 19.06	$ 19.35	$ 19.64	$ 19.93	$ 20.23	$ 20.53	$ 20.84	$ 21.15	$ 21.47	$ 21.79	$ 22.12	$ 22.45	$ 22.79	$ 23.13	$ 23.48
Cook	$ 20.81	$ 21.12	$ 21.44	$ 21.76	$ 22.08	$ 22.42	$ 22.75	$ 23.09	$ 23.44	$ 23.79	$ 24.15	$ 24.51	$ 24.88	$ 25.25	$ 25.63	$ 26.01
Dietary Aide/Dishwasher	$ 18.78	$ 19.06	$ 19.35	$ 19.64	$ 19.93	$ 20.23	$ 20.53	$ 20.84	$ 21.15	$ 21.47	$ 21.79	$ 22.12	$ 22.45	$ 22.79	$ 23.13	$ 23.48
Housekeeper/Laundry Aide	$ 18.78	$ 19.06	$ 19.35	$ 19.64	$ 19.93	$ 20.23	$ 20.53	$ 20.84	$ 21.15	$ 21.47	$ 21.79	$ 22.12	$ 22.45	$ 22.79	$ 23.13	$ 23.48
Social Services Assistant/Medical Records Assistant	$ 18.78	$ 19.06	$ 19.35	$ 19.64	$ 19.93	$ 20.23	$ 20.53	$ 20.84	$ 21.15	$ 21.47	$ 21.79	$ 22.12	$ 22.45	$ 22.79	$ 23.13	$ 23.48
Hospitality Aide	$ 18.78	$ 19.06	$ 19.35	$ 19.64	$ 19.93	$ 20.23	$ 20.53	$ 20.84	$ 21.15	$ 21.47	$ 21.79	$ 22.12	$ 22.45	$ 22.79	$ 23.13	$ 23.48
Nursing Assistance Registered (NAR)	$ 22.33															
Personal Care Assistant (Richland)	$ 22.33	$ 22.66	$ 23.00	$ 23.35	$ 23.70	$ 24.06	$ 24.42	$ 24.78	$ 25.15	$ 25.53	$ 25.91	$ 26.43	$ 26.96	$ 27.50	$ 28.05	$ 28.61
Transportation Assistant (Sunnyside)	$ 18.78	$ 19.06	$ 19.35	$ 19.64	$ 19.93	$ 20.23	$ 20.53	$ 20.84	$ 21.15	$ 21.47	$ 21.79	$ 22.23	$ 22.67	$ 23.13	$ 23.59	$ 24.06
Registered Nurse (Sunnyside)	$ 44.07	$ 44.95	$ 45.85	$ 46.77	$ 47.70	$ 48.66	$ 49.63	$ 50.62	$ 51.63	$ 52.67	$ 53.72	$ 54.79	$ 55.89	$ 57.01	$ 58.15	$ 59.31
Licensed Practical Nurse (Sunnyside)	$ 36.24	$ 36.97	$ 37.71	$ 38.46	$ 39.23	$ 40.02	$ 40.82	$ 41.63	$ 42.46	$ 43.31	$ 44.18	$ 45.06	$ 45.97	$ 46.88	$ 47.82	$ 48.78

All employees receive a 1.5% Cost of Living Adjustment (COLA)