Collective Bargaining Agreement

Between

SEIU 775

and

Caldera Care

Effective from June 1, 2026, to September 30, 2028

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ARTICLE 1: RECOGNITION

This Agreement is between North Auburn Health, LLC, a Washington limited liability company d/b/a North Auburn Rehabilitation and Health Center (“North Auburn”), Fir Lane Health-

Shelton, LLC, a Washington limited liability company d/b/a Fir Lane Health & Rehabilitation Center ("Fir Lane") and **Parkside LLC, a Washington limited liability company d/b/a Parkside Care** (collectively hereafter referred to as the "Employer") and SEIU 775 (hereafter referred to as the "Union"). The Employer recognizes the Union as the exclusive collective bargaining representative for the employees in the following classifications as a single bargaining unit:

UNIT for **Fir Lane:** All full-time, regular part-time and on-call Certified Nurse Assistants (NACs), Hospitality Aides, Registered Nursing Assistants (NARs), Nursing Clerks (need defined), Dietary Assistants, Housekeepers, Cooks, Activities Assistants and Maintenance Assistants employed by the Employer at its 2430 North 13th Street, Shelton, Washington location; excluding all other employees included but not limited to receptionists, registered nurses (RNs), licensed practical nurses (LPNs), medical records employees, schedulers, managers, assistant managers, office clerical employees, confidential employee, professional employees, and guards and Supervisors as defined in the National Labor Relations Act.

UNIT for **North Auburn**: All full-time, regular part-time and on-call Certified Nurse Assistants (NACs), Hospitality Aides, Registered Nursing Assistants (NARs), Nursing Clerks, Housekeepers, Cooks, Dietary Assistants, and Activities Assistants employed by the Employer at its 2830 I Street NE, Auburn, Washington location; excluding all other employees, included but not limited to, receptionists, registered nurses (RNs), licensed practical nurses (LPNs), medical records employees, schedulers, managers, assistant managers, office clerical employees, confidential employee, professional employees, and guards and Supervisors as defined in the National Labor Relations Act..

UNIT for **Parkside:** All regular full-time, part-time, and on-call cooks, dietary aides, housekeepers, laundry aides, licensed practical nurses (LPN), medical records assistants, certified nursing assistants (CNA), lead certified nursing assistants, hospitality aides, registered nurses (RN), and restorative aides; and excluding all other employees including all dietitians, physical therapists, occupational therapists, speech/language pathologists, receptionists, all administrative and office clerical employees, doctors, other professional employees, guards and supervisors as defined in the National Labor Relations Act.

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

SECTION 1.1 SUBCONTRACTING

Bargaining unit employees employed by a subcontractor shall receive the wages, fringe benefits and all other terms and conditions of employment specified in this contract (to the extent such benefits and terms and conditions can be made available to such employees). The subcontractor may, however, implement substantially similar health, dental and vision plans of its own choosing. Also, the subcontractor can implement its own retirement plan or life, disability, and other insurance products. The parties will secure from the subcontractor a third-party agreement confirming the above. The Employer will not be liable for any breach by the subcontractor of the provisions of this Section or of this Agreement. The Union's sole remedy in the event of such a breach is to pursue a claim against the subcontractor. When possible, the Employer shall provide thirty (30) days' written notice to the union of any new subcontracting agreements that would impact bargaining unit employees.

ARTICLE 2: LABOR MANAGEMENT COMMITTEE

The Employer and the Union agree to work together for the mutual benefit of the workers, the residents, the Employer and the Union.

The Employer and the Union will establish a facility-based Joint Labor Management Cooperation Committee within the facility. This committee will be composed of three (3) members chosen by the Union, of which at least two (2) members shall be bargaining unit employees and three (3) shall be members of management. The committee will meet quarterly, or as often as mutually agreed upon, to discuss issues, concerns, suggestions, and ideas related to the facility, the workers, and the residents and to promote better understanding between the Union, the Employer, and the residents. This committee will also advise facility management on recruitment and retention issues. Meeting summaries/flyers will be posted on employee bulletin boards within the facility. This Committee will have no authority to modify or interpret the collective bargaining agreement, or Employer policies. Any recommendations made by the Committee shall not be binding. No pending grievances shall be discussed by the Committee. Verbal or written communications made by Committee members related to Committee business shall not be used by either party in support of grievances or any other claim of any kind.

All bargaining unit employees shall be compensated by the Employer at their regular rate of pay for the time spent at Labor Management Committees, for their regularly scheduled hours of work which would be missed because of attendance at the LMC meeting, up to a maximum of two (2) hour of pay per meeting. Employees must receive permission from their supervisor to attend a Committee meeting if such attendance would require the employee to miss scheduled hours of work.

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. Meetings shall be scheduled to last one (1) hour, but in no event shall they last for more than two (2) hours.

ARTICLE 3: MANAGEMENT RIGHTS

SECTION 3.1: MANAGEMENT RIGHTS AT FIR LANE AND NORTH

AUBURN FACILITIES

Except as otherwise provided in this Agreement, management retains the exclusive right to hire, evaluate, direct and schedule the working force; to plan, direct and control operations; to assign work, including to require that duties other than those typically assigned be performed; to establish, change or abolish job classifications; to discontinue, reorganize or combine any department or branch of operations with any consequent reduction or other change in the workforce; to transfer, promote, demote, reclassify, layoff and discharge employees; to promulgates rules and regulations; to determine the number of employees required to staff the facilities, including increasing or decreasing that number; to introduce new or improved methods, equipment or technologies; to determine the number of employees, the duties to be performed, and the hours and locations of work, including overtime; to determine the appropriate mix of employees, by job title, to operate the facilities; to determine appropriate staffing levels; to temporarily or permanently close any portion of any facility; to determine, establish, promulgate and enforce performance and behavior requirements and guidelines; and in all respects carry out the ordinary and customary functions of management subject only to the conditions herein set forth.

Further, all inherent managerial rights, management functions and prerogatives which are not expressly modified or restricted by a specific provision of this Agreement are retained and vested exclusively in management. The Employer's failure to exercise any function or responsibility hereby reserved to it, or its exercising any function or right in a particular way, shall not be deemed a waiver of its responsibility to exercise such function or responsibility, nor preclude the Employer from exercising the same in some way not in conflict with this Agreement.

The Employer's Rules and Regulations as set forth in the Employee Handbook shall apply to all Union employees to the extent that such term, condition, policy, or procedure is not inconsistent with this Agreement. It is understood that the contract provisions govern in the event of a conflict. If the Union believes that any such term, condition, policy, or procedure is in conflict with this Agreement, it shall have the right to file a grievance either when the term, condition, policy or procedure is initially implemented, or alternatively, when any such term, condition, policy or procedure is applied to an employee resulting in discipline or termination. The Employer shall notify the Union of substantial changes to the Handbook.

Employees shall work as directed by supervisory personnel. Under all circumstances, the Employer reserves the right to determine the services it will perform and establish the number of employees and the work methods necessary to perform any activity.

SECTION 3.2: MANAGEMENT RIGHTS AT PARKSIDE

Except as expressly and specifically limited or modified by the provisions of this Agreement, all rights, powers, and authority possessed by the Employer prior to the signing of this Agreement are reserved and retained by the Employer and remain exclusively within the rights, powers, and authority of management. Such rights of management include, but are not limited to, the sole, exclusive, unilateral right, power, and authority to plan, direct, and control all operations; to open, close, or change units; to determine the nature, type, methods, and standards of resident care and services to be provided and performed. To hire, promote, assign, transfer, or lay-off employees; to demote, discipline, suspend, or discharge employees for just cause; to increase or decrease the size of the work force; to determine the work schedules, locations, and standards; to determine the number, size, and staffing of shift(s).

To determine the starting and ending times of shift(s), breaks, and meal periods; to determine the hours of work per day or per week and the number of straight-time or overtime hours to be worked; to determine the standards of quality and quantity of work; to assign work duties on straight- time and overtime work in accordance with its determination of the needs of the respective jobs and operations; to determine the materials, equipment, machinery and supplies to be used; to introduce new methods or techniques; to determine the number of employees assigned to any job classification or any work assignments.

To determine all procedures used; to determine the layout of the facility and the size and character of its inventory; to determine work rules, policies, procedures, handbooks, regulations, and practices for the purpose of achieving an orderly, efficient, and safe operation and for imposing discipline for behavior that fails to conform to the Employer's expectations, and for rewarding behavior that benefits the Employer's objectives and/or for instilling or maintaining positive morale; to determine the need for and type of technological changes to be implemented; to determine the location of the facilities; to determine, change, or improve the physical condition of its facilities; to move, contract out, subcontract, close, sell, lease, or liquidate part or all of its operations; to lay off or terminate its employees in connection with said moving, closing, contracting out, subcontracting, selling, leasing, or liquidating; to determine, modify, change, add to or delete job classification(s) and the content and qualifications for job classification(s); to determine all qualifications for all jobs; and to determine any and all other matters for the economical and efficient operation of the Employer's business.

The word "determine" as used in this Article refers to and includes such actions by the Employer as establishing, fixing, implementing, enforcing, changing, modifying, altering, and/or abolishing, in whole or in part, any and all rights, powers, functions, interest, authority and prerogatives reserved and retained by the Employer as set forth above, or as otherwise reserved and retained by the Employer pursuant to the provisions of this Article.

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

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

The Employer has the right to subcontract any bargaining unit work provided that such does not result in the layoff of any bargaining unit employees. The Employer also has the right to subcontract any bargaining unit work that does result in the layoff of bargaining unit employees provided that the subcontractor agrees to be bound by and comply with the terms of this Agreement. While the Employer at its option may elect to bargain over the terms of employment applicable to employees of a subcontractor, the Employer shall have no responsibility for the subcontractor complying with the terms of this or any successor Agreement and the Union agrees to hold the Employer harmless from any claims brought against the Employer because of any actions of the subcontractor.

The Employer will notify the affected employees and Union of its decision to subcontract work at least fifteen (15) days prior to the work being subcontracted, unless the Employer needs to subcontract the work sooner or immediately in order to meet its business needs, in which case it will provide as much advance notice as is practicable under the circumstances. Upon request of the Union, the parties will engage in effects bargaining regarding any subcontracted work. Section 5.5 Nothing in this Agreement shall restrict in any way the Employer's right to have supervisors, managers, and other non-bargaining unit employees (including RNs) perform work normally performed by bargaining unit employees on a temporary intermittent basis to fill in for bargaining unit employees who are absent from work or to meet a specific patient or resident care need or requirement.

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

The Employer's right of management shall not be amended, limited, or abridged by any claimed custom, past practice, or unwritten informal agreement, or by any claim that the Employer has condoned or tolerated any practice or any conduct, unless otherwise specifically enumerated in some specific, express term of this Agreement. Except to the extent expressly abridged by a specific provision of this Agreement, the above-recited, expressed and/or implied management rights are exclusively the rights of management. Section 5.8 This Management Rights Article shall survive the expiration of this Agreement and shall remain in full force and effect during any period of time in which the Parties are continuing to negotiate for a renewal agreement.

ARTICLE 4: UNION MEMBERSHIP AND

VOLUNTARY ASSIGNMENT OF WAGES

Not later than (for persons hired after this agreement becomes effective) the first thirty days after their hire date, or (for those employed at the effective date of this agreement) the effective date of this Agreement, or the execution date of this Agreement, whichever is later, every worker subject to the terms of this Agreement shall, as a condition of employment, become and remain a member of the Union, paying the periodic dues uniformly required, or, in the alternative, shall, as a condition of employment, pay a fee in the amount equal to the periodic dues uniformly required as a condition of acquiring or retaining membership, or, if the worker objects to the payment of that agency fee, such worker shall, as a condition of employment, pay that portion of the agency fee that is related to the Union's representation costs.

The Employer shall include a Union Membership card in each employee's employment paperwork. After collecting said card, the employer shall retain a copy for itself, and share a copy to the Union via upload to the secure shared folder within 10 business days of collection.

Upon voluntary signed authorization by a worker on a form agreed to by Employer and Union, and a statement from the Union of the dollar amounts due for each worker, the Employer agrees to deduct the Union dues and remit it to the office of the Union not later than the thirtieth (30th) day of the month following the month in which the dues were deducted. The Employer will implement dues deductions following a full payroll period upon receipt of the signed authorization from the worker or direction from the Union.

It is understood that the Employer will not be required to pre-pay dues in the first month of employment. Once every month, the Employer shall provide the Union a report of new hires and terminated Employees in the classifications listed in the Recognition article of this Agreement. The Employer agrees to provide the Union with the termination dates and reason for termination of workers who are no longer active. This information shall be securely submitted to the Union no later than the thirtieth (30th) day of each month following termination. If necessary and upon request from the Union, the Employer shall facilitate reconciliation of these employment records with the Union, including clarifying whether workers are inactive because of paid or unpaid leave or any other reason.

The Employer will honor written assignment of wages to the Union for the payment of voluntary contributions to the Union's Committee on Political Education (COPE) Fund. The Employer shall implement the COPE deduction on the first pay period following the receipt of the authorization. When filed with the Employer, the written authorization form will be honored in accordance with its terms. The authorization form will remain in effect until or unless revoked in writing by the employee. The amount(s) deducted shall be included as a separate item (or items) on the monthly dues report and the Employer will remit such contributions to the Union by a separate check(s) payable to the Union or via ACH within thirty (30) days after each pay period.

Employees covered by this Agreement are required to maintain up-to-date personal phone number(s), email addresses, and home addresses on file with the Employer. The Employer shall supply to the Union a roster of all employees covered by this Agreement on a monthly basis. This list shall include the:

- Employee number
- Legal First Name
-
- Legal Last Name
-
-
- Employee Status
- Work Location

- Work Email
- Personal Email
- Street Address
- City Address
- State Address
- Zip Code
- Primary Phone
- Secondary Phone
- Date of birth
- SSN
- Termination date (if applicable)
- Hire date
- Pay Rate
- Pay Period Start Date
- Pay Period End Date
- Hours worked
- Classification
- Department
- Dues Assessable Pay
- Union Dues
- Union COPE
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The Employer shall supply this list securely in any commonly available electronic format, by mutual agreement. The formatting of the Roster and Deduction report and file naming convention shall conform to a template provided to the Employer by the Union. If the employer desires to change the agreed upon format, the Employer shall give the Union no less than sixty (60) days notice. During that time the Union and Employer shall meet to discuss the change.

If the Dues Report and the Employee Roster are submitted as separate reports, both reports must have a corresponding record, cover the same time period, and must contain the following identical information:

1. Employee number
2. First name
3. Middle name
4. Last name
5. Social Security Number

The Union shall indemnify and hold the Employer harmless against any and all claims, suits, orders, fees, fines, costs, awards, verdicts or judgments brought or issued against the Employer as a result of any action taken by the Employer in compliance with the provisions of this Article and shall also reimburse the Employer for any costs incurred in defending against same.

ARTICLE 5: UNION RIGHTS

SECTION 5.1 UNION VISITATION

Authorized representatives of the Union will be permitted to visit the premises of the Employer for the purpose of ascertaining that the provisions of this Agreement are being observed and/or conferring with workers covered by this Agreement. Such visits shall not interfere with the operation of the nursing home or the performance of the workers' duties.

The Union Representative shall inform the Administrator/HR or Director of Nursing of their visits at least twenty-four (24) hours prior to entering the nursing home's premises and obtain permission for same. The Union will furnish in writing the name and contact information for the authorized representatives and the Employer is obliged only for admission of such authorized representatives. The Employer shall not unreasonably deny access to the and employee break room and outdoor smoking area. during all working hours for the above-stated reasons.

Upon entering the facility, the Union Representative shall notify the Administrator or designee of their presence in the facility. The Union Representative shall then proceed directly to the employee break room unless expressly agreed otherwise with the Administrator or designee. The Union Representatives may meet with employees only in the employee break room or outdoor smoking area. When leaving the building, the Union Representative shall proceed directly from the employee break room to the facility main exit unless expressly agreed otherwise with the Administrator or designee. While in the facility but outside the employee break room or outside smoking area the Union Representatives shall limit their exchanges with employees to common pleasantries.

If the Union Representative wishes to visit other areas of the facility besides the employee break room and outside smoking area they shall obtain the permission of the Administrator or designee to do so. An Employer representative may accompany the Union Representative during such visits.

If any Union Representative fails to follow the guidelines set forth herein the Employer may insist that the parties meet immediately to resolve the Employer's concerns. The parties may request the involvement of a third party, such as FMCS, to aid in resolving any such dispute.

SECTION 5.2 ADVOCATES

The Union shall designate up to two workers per work shift as advocates. The advocate is the worker representative position responsible for handling grievances and disciplinary issues with the Employer including, but not limited to, representing coworkers for disciplinary and investigatory meetings when selected by the worker, as well as providing information and guidance to members regarding enforcement of the union contract. Immediately following designation of said advocate(s), the Union shall confirm this appointment by written notice to the Employer. The activities of the advocate shall not interfere with the performance of their work or the work of other workers of the Employer. Any time spent by the advocate on Union matters or acting in their capacity outside their scheduled shift will not be compensated by Employer,

Advocates shall maintain in confidence information related to other employees which the Advocate becomes aware of during the course of their representation of other employees.

An advocate's communication with workers, the Union (either in person or via telephone), or representatives of the Employer concerning Union business on working time should be conducted in a manner that avoids interruption of the Advocate's duties as an employee and does not impact patient care in any way. If an Advocate is chosen to represent a coworker during their regularly scheduled shift, they will stay clocked in. If representation is needed and the chosen Advocate is not working, the worker may contact them directly. If the Advocate is available, they must be able to arrive at the facility in a limited and reasonable period of time. If the Advocate is unavailable, the employee may contact the staff Union Representative for representation. The staff Union Representative must be able to arrive at the facility in a limited and reasonable period of time. If there is no Advocate or Union Representative available, the Employer shall delay the meeting for a limited and reasonable period of time.

It is understood that Advocates may be educated/counseled on following these guidelines.

The advocate shall not direct any worker how to perform or not to perform their work in their role as an advocate, shall not countermand the order of any supervisor and shall not interfere with the operations of the Employer or any other worker.

SECTION 5.3 ADVOCATE TRAINING

The Employer shall provide two (2) Union-designated Advocates per facility one (1) paid-release day per calendar year to attend Union-sponsored Advocate training, provided the request is made in advance and that, at the time the request is made, the Employer expects to be able to cover the Advocate's position during his/her/their absence without incurring overtime. The Advocate may use available Vacation and/or Personal Day hours to cover any additional days missed due to such training, provided advance approval is obtained as with other Vacation or Personal Day requests.

SECTION 5.4 ACCESS TO NEW EMPLOYEE ORIENTATIONS

The Employer will provide the Union staff organizer and the designated worker representative adequate notice of orientation, and a list of new employees being orientated to the facility. The Union shall be afforded thirty (30 minutes with new bargaining unit employees during their new employee orientation or their first thirty (30) days of employment to discuss matters such as union membership as well as the terms of this Agreement.

The worker representative will obtain prior supervisory approval before they will be released to participate in this meeting.

SECTION 5.5 BULLETIN BOARDS

The Employer shall allow the Union to provide a bulletin board no larger than three (3) feet by four (4) feet that shall be used for the purpose of posting proper Union notices. The Union will not post any material which is false or derogatory towards the Employer or inconsistent with the spirit of mutual collaboration inherent in this Agreement. The Union will, as a courtesy, provide the Administrator with a copy of any notice(s) posted on the bulletin board. Any notices posted by or on behalf of the Union which are in contravention of this Section may be removed by the Employer.

ARTICLE 7: VACANCIES

SECTION 7.1: VACANCIES

A vacancy is defined to mean any permanent full-time or part-time job opening within the job classifications in this Agreement, which the Employer determines to fill. The Employer reserves the exclusive right to determine if a vacancy exists. Positions shall be posted for five (5) business days, for bid by current bargaining unit employees. All job postings shall include classification, shift, and rate-of-pay and minimum qualifications. The Employer may also seek applicants for open positions via outside sources. The Employer may hire the applicant who the Employer, in its sole discretion, believes has the greatest skill, ability and experience for the open position Where the skill, ability and experience of all applicants is substantially equal, seniority of current employees will prevail in the awarding of open positions..

. Qualifications will be included in the posting as well as the name and contact information of the person to notify if interested in the position.

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.. Should a new hire quit within 30 days of their hire date, the Employer shall prioritize reinterviewing prior applications who are still interested in the position. If a bargaining unit applicant believes that the Employer did not fully consider their application per the tenets of this article, they may request to meet with their Employer and the Union Representative to discuss the decision. Hiring practices shall be an ongoing topic of discussion for the Labor Management Committee (LMC).

SECTION 7.2: JOB ASSIGNMENTS AND TEMPORARY

TRANSFERS AT PARKSIDE

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

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

ARTICLE 8: NO DISCRIMINATION

SECTION 8.1 GENERAL PROVISIONS

No worker covered by this Agreement shall be discriminated against because of membership in the Union or activities on behalf of the Union. Neither the Employer nor the Union shall unlawfully discriminate for or against any worker or applicant covered by this Agreement on account of race, color, language*religious creed, national or tribal origin, lawful political affiliation, physical disability (as defined in the Americans with Disabilities Act, as amended), genetic information or predisposition, sexual orientation, gender, gender identity or expression, age, marital status, pregnancy, childbirth or maternity/paternity, military service, veteran’s status (as defined by USERRA) or any other protected class protected by state, federal or local law.

*Language discrimination does not include enforcement of the Employer's English-Only policies that are in accordance with state and federal law, i.e. resident rights)

SECTION 8.2 PRIVACY RIGHTS AND THE DEPARTMENT OF HOMELAND SECURITY (D.H.S.)

The Union is obligated to represent all workers without discrimination based upon national or ethnic origin. The Union is therefore obligated to protect workers against violations of their legal rights occurring in the workplace, including unreasonable search and seizure. The Employer is obligated to comply with all applicable federal, state and local regulations in addition to operating within all parameters and specific conditions set in their private compliance agreement with federal state and local regulatory officials.

To the extent permitted by law, the Employer shall notify the Union as quickly as possible, if any D.H.S. agent contacts the facility to enable a Union representative or attorney to take steps to protect the rights of workers. Additionally, to the extent permitted by law, the Employer shall notify the Union immediately upon receiving notice from the D.H.S., or when an SSA audit of worker records (for any purpose) is scheduled or proposed and shall provide the Union with any list received from such governmental agencies identifying workers with documentation or social security problems.

To the extent permitted by law, the Employer shall not infringe the privacy rights of workers, without their express consent, by revealing to the D.H.S. any worker' name, address or other similar information. To the extent permitted by law, the Employer shall notify the affected worker and the Union in the event it furnished such information to the D.H.S.

To the extent permitted by law, the Employer may provide paid or unpaid leaves of absences for any worker who requests such leave in advance because of court or agency proceedings relating to immigration matters as outlined in its Employer Policies and consistent with all state and federal leave requirements. The decision of whether to grant the leave and the maximum duration of the leave shall be determined in the Employer's sole discretion. To the extent permitted by law, workers shall not be discharged, disciplined, suffer loss of seniority or any other benefit or be otherwise adversely affected by a lawful change of name or social security number. Workers who have falsified any records concerning their identity and/or social security number will be terminated. Nothing in this Article shall restrict the Employer's right to terminate a worker who falsifies other types of records or documents.

A worker may not be discharged or otherwise disciplined because:

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

ARTICLE 9: PROBATIONARY PERIOD

All workers covered by this Agreement who are hired 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 probationary period of ninety (90) days. All transferred employees that do not complete their new probationary 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 classification (s) covered by this Agreement. The Employer may elect to extend this probationary period for up to an additional ninety (90) days. Such extensions must be communicated 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 a probationary period beyond the initial ninety (90) days.

Seniority shall not accrue to workers during their probationary period. However, upon successful completion of the probationary 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. Probationary employees may be terminated during their probationary period at the discretion of the Employer without recourse to the Grievance and Arbitration Procedure.

ARTICLE 10: CATEGORIES OF EMPLOYEES

A regular full-time employee is one who is scheduled to work or normally works a minimum of thirty-two (32) or more hours per week. Full-time employees are eligible for benefits or hourly differentials as provided for in this Agreement and Employer's Policies.

A regular part-time employee is one who is scheduled to work or normally works a minimum of fifteen (15) or more but less than thirty-two (32) hours per week. Part-time employees may be eligible for benefits or hourly differentials if provided for in this Agreement and Employer's Policies.

An on-call employee is one who works fifteen (15) hours or less per week. On-call employees shall be required to work at least one (1) full shift every month. If an on-call employee has not worked at least one (1) full shift in a month, and has refused available work that month, the employee may be discharged. On-call employees are not eligible for benefits, except as required by this Agreement, the Employer's Policies and applicable law.

A temporary employee is one who is hired as a replacement for a regular employee on an approved leave of absence not to exceed the period of the leave. Temporary employees are not eligible for any benefits, except as required by law.

ARTICLE 11: DISCIPLINE AND DISCHARGE

SECTION 11.1: DISCIPLINARY PROCEDURE

Discipline or discharge of non-probationary employees shall be for Just Cause only. The concepts of just cause include, but are not limited to:

- Employee knew or should have known of reasonable rules/policies
- Objective Investigation(s)
- Evidence of misconduct, performance concerns or failure to meet standards
- Fair application of rules/policies
- Degree of discipline related to the seriousness of the offence
- Recency of previous disciplines

The discipline process will include progressive discipline (i.e. non-disciplinary coaching, verbal warning, written warnings, suspension final notice and discharge). However, an employee may be subject to immediate dismissal or suspension where warranted. In addition, the Employer may skip steps in the progressive discipline process based upon the seriousness of the offense in accordance with the provisions of Just Cause. Offenses warranting immediate termination shall include, but are not limited to, action or inaction that is abuse or neglect, insubordination, alcohol or drug abuse on the job, theft, or other offenses of a similarly serious nature. A government finding of abuse or neglect is not required for a conclusion that the Bargaining Unit employee’s action or inaction is defined as such.

Disciplinary actions pertaining to attendance that are more than two (2) years old will not be considered by the Employer when contemplating further disciplinary action or when evaluating the job performance of the Employee under the principles of just cause and progressive discipline, provided the employee has not incurred similar disciplines within the two (2) year period.

Relevant information requested by the Union on behalf of an employee in administration of the Agreement which involves direct patient information shall be provided after de-identification of protected health information, in accordance with the HIPAA Privacy Rule, has been completed. Any probationary employee may be discharged or disciplined by the Employer in its sole discretion in accordance with local, state and federal law. No question concerning the disciplining or discharge of probationary employees shall be the subject of the grievance or arbitration procedure.

SECTION 11.2 RIGHT TO UNION REPRESENTATION

It is understood that all bargaining unit employees have the right to request union representation at any investigatory interview which the employee reasonably believes may result in discipline. Employees shall be notified by the Employer of their right to request Union representation prior to any disciplinary meeting, or meeting that may lead to discipline. All disciplinary action shall be taken within a reasonable period of time from the date the Employer had knowledge of the information giving cause for the disciplinary action and/or has completed an investigation that results in disciplinary action. The personnel action form used for disciplinary action shall include a statement 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. It shall also state that the employee has the right to appeal the disciplinary action, and for more information they can contact either an Advocate or Union Representative.

When the Employer requests a written statement prior to an investigation, after an investigatory meeting or in lieu of an investigatory meeting, the Employer shall notify the employee of their right to consult their Union Representative prior to the submission of the statement. The employee's explanation or opinion shall be attached to the relevant critical material and shall be included as part of the employee's personnel file so long as the critical material remains in the file. Any employee explanation must be furnished within thirty calendar days from the date the critical material is reviewed with the employee.

Upon request, employees and a representative designated by the Union will be provided with a copy of any written warning, or more serious notice of disciplinary action, within seventy-two (72) hours after the discipline is presented to the employee.

SECTION 11.3 PERSONNEL FILE

No disciplinary or corrective action will be placed in an employee's personnel file unless the employee has been given an opportunity to review, sign, and receive a copy of such action. Employees shall be entitled to place copies of any written explanation(s) or opinion(s) regarding any critical material placed in their personnel file. Employees shall be permitted to examine all materials in their personnel file within five (5) business days of making such a request. The records may be reviewed in the presence of an Employer Representative.

SECTION 11.4 DISCHARGE NOTIFICATION

The Employer shall notify the Union in writing of any discharge within two (2) business days from the date of discharge. The Employer shall also provide a copy of the corrective action relevant to the termination to the Union Representative at the time of such notification.

ARTICLE 12: SENIORITY

SECTION 12.1 DEFINITION AND ACCRUAL

Seniority shall be defined as the worker's length of continuous service with the Employer in the three (3) weeks of the date of change. Seniority shall be defined as the worker's length of continuous service with the Employer in the bargaining unit starting with the date on which the worker first began work in a bargaining unit position.

Seniority shall not accrue to probationary employees during the probationary period. However, at the successful completion of the probationary period, the worker's seniority shall be retroactive to their first day of work in the bargaining unit position and shall accrue during their continuous employment with the Employer within the bargaining unit covered by this Agreement.

Seniority shall continue to accrue and will not be lost during a worker's vacation.

A worker shall not accrue seniority while on layoff or on an unpaid leave of absence, unless required by applicable state or federal law.

SECTION 12.2 APPLICATION OF SENIORITY

The Employer and the Union agree that in all cases of transfer, layoff, recall, and shift or schedule change, the Employer shall consider an employee's length of continuous service within the department.SECTION 12.3 TERMINATION OF SENIORITY

A worker shall lose accumulated seniority and seniority shall be broken for any of the following reasons:

a) Voluntary quit

b) Discharge for Just Cause as defined in Section 11.1.

c) Failure to report to work after a layoff, within three (3) calendar days after receipt of the written notice of recall sent by the Employer to the employee at their last address of record on file with the Employer or ten (10) days after written notice of recall is sent to the address that was last provided by the employee by certified mail

d) Layoff which extends (a) in excess of twelve (12) consecutive months, or (b) for the period of the Employee's length of service, whichever is less

e) Unauthorized failure to report to work at the expiration of a leave of absence pursuant to this Agreement, unless reasonable notification could not be given for emergencies, determined on a case-by-case basis at the sole discretion of management and exercised in good faith;

f) Taking employment elsewhere during the period of a contractual leave of absence without the express consent of the Employer.

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.

It shall be the responsibility of the employee to keep the Employer informed of their present address and telephone number and to notify the Employer, in writing, of any such changes within three (3) weeks of the date of change.

ARTICLE 13: LAYOFF AND LOW CENSUS

SECTION 13.1 LOW CENSUS

Low census shall be defined as a decline in patient care requirements resulting in a temporary staff decrease, which may include the loss of scheduled shifts or hours. When the Employer has advance notice of a low census situation, affected employees shall be notified as soon as possible via phone call and text message, To the extent possible, low census cuts should take into account resident acuity in order to ensure adequate staffing .

In the event the Employer reduces the workforce in a job classification on a given shift due to low census, it will use best efforts to reduce scheduled hours in the following order:

- First Cut: Agency Personnel
- Next Cut: Volunteers
- Next Cut: Employees working in overtime pay condition
- Next Cut: Employees working a scheduled extra pickup shift which will result in overtime during the pay period
- Next Cut: Employees working a scheduled extra pickup shift which will not result in overtime during the pay period.
- Next Cut: Intermittent employees
- Next Cut: Non-voluntary rotational cut of full-time and part-time employees in a job classification on the affected shift, starting with the lowest seniority. Assignments of low census days shall be rotated among the staff in affected departments so that no employee in a department working on that particular day shall be required to take a second low census day until all employees in the department working that day have taken a low census day.

Nothing herein shall authorize the employer to schedule its employees as “low census” in advance, requiring them to be available for work on their scheduled day off or to remain available for work until the start of the shift.

After all employees in a department working that day have taken a low census day then the rotation will begin again with the least senior employee. An employee who volunteers to take a low census day shall be regarded for the purpose of rotation to have been assigned that day as a low census day. Nothing herein shall limit the number of low census days an employee may accept as a volunteer. Low census days shall be without compensation except as described in Article 15 Wages (see section on “Report Pay”). TA Employees subject to low census may elect to utilize earned PTO or vacation benefits which are otherwise available for scheduling. The Union may request a meeting at any time if it determines that the reduction in hours is causing significant hardship or economic impact to bargaining unit employees, in order to explore appropriate solutions.

SECTION 13.2 LAYOFF

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

SECTION 13.2.1 LAYOFF / REDUCTION IN HOURS

In the event of layoff, employees shall be laid off by classification in reverse order of seniority (the least senior employee will be laid off first, then the next least senior employee, etc.). The Employer shall notify the Union, in writing, not less than fourteen (14) calendar days before the layoff of a bargaining unit employee. Upon request, the Employer and the Union will meet and negotiate the impacts of the reduction.

SECTION 13.2.2 BUMPING

An employee whose hours are being cut or who is being laid off may fill any vacant position or displace a less senior employee in any bargaining unit job classification within the same department, provided that they have the qualifications to do the job. An employee who is displaced in a layoff or has hours reduced shall also have bumping rights. A laid off employee may combine the jobs of two (2) less senior employees in the same classification, provided there is no conflict in schedule.

SECTION 13.2.3 RECALL

In case of recall, the employee who was laid off last is to be recalled first, provided such employee is qualified to perform the job or jobs in their classification to be filled through recall. Recalls for periods of less than four (4) days for emergencies are excluded from the application of seniority.

SECTION 13.2.4 RECALL NOTICE

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

SECTION 13.2.5 NOTICE OF TERMINATION OR LAYOFF

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

SECTION 13.2.6 FACILITY CLOSURE

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

SECTION 13.2.7 JOB FAIR

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

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

SECTION 14.1 NORMAL WORK WEEK AND HOURS OF WORK

The normal workweek shall be Sunday at 12 AM through Saturday at 11:59 PM, and no more than forty (40) hours per week. Full-time employees shall be guaranteed that they will be scheduled for the approved regular hours within the work week, except in extraordinary circumstances (including low census), without having to pick up shifts. The Employer reserves the right to modify the standard workweek or workday definition for some or all workers with reasonable notice to the affected employees..   If the Employer operates the nursing home on an eight (8) and eighty (80) schedule it may continue that schedule.

Consistent with applicable law, the Employer may institute twelve (12) hour shifts with overtime after forty (40) hours per week. The recitation of a normal workweek or workday shall not imply a guarantee of any number of hours in a workweek or a workday.

SECTION 14.2 SCHEDULING

Work schedules shall be posted as early as practical but no later than seven (7) calendar days preceding the first workday on the schedule. . . Changes to the posted schedule may be made by the Employer to meet the needs of the business in extraordinary circumstances such as low census conditions,   or with consent of the employee, including the right to send workers home after the start of their shift. However, once the schedule is posted, the Employer will attempt to adhere as closely as possible to the posted schedule. If the Employer is required to change the schedule after it has been posted, the Employer shall make every attempt to notify the employee as far in advance as possible, If a worker wishes to change a scheduled day with another worker, both must sign a written request, and it must be approved by their supervisor. Any change that may result in overtime must be approved by a supervisor.

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

SECTION 14.2.1 NEW OR CHANGING WORK SHIFTS

Where changes to an employee’s regular shift (i.e. day to evening), or schedule pattern (i.e.

from XYZ to 4 on 2 off) are made, the Employer will make every effort to provide employees with at least thirty (30) days advance notice. The Employer will give appropriate consideration to situations in which employees demonstrate that they have personal considerations which may make such a change extremely difficult.

The Employer will make all reasonable efforts to ensure that changes of schedules do not result in the material reduction of the current amount of scheduled hours that an employee is working. Changes in the scheduling of shifts that impact more than 50% of the bargaining unit shall be effects bargained with the Union if the Union requests.

SECTION 14.2.2 OPEN/EXTRA/AVAILABLE SHIFTS

Preference for Bargaining Unit Employees: Open shifts will be offered exclusively to bargaining unit employees for a period of five (5) business days after the monthly schedule has been posted.

Notification Process:

Upon learning that there is an open shift, the Employer shall promptly notify all bargaining unit employees of available open shifts using established communication methods that reach all bargaining unit employees (e.g., scheduling software, bulletin board, text, or email). Upon receiving such information, employees may volunteer for such open shifts.

The Employer may also utilize outside sources to fill open shifts in addition to notifying employees per the above if deemed appropriate under the circumstances.

Considerations for Selection Where an Employee is Awarded an Open Shift:

Bargaining unit employees may volunteer for open shifts on a first come, first serve basis, subject to considerations such as seniority, equitable distribution and overtime obligations.

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Use of Agency Staff: If an open shift remains unfilled upon completion of the period when bargaining unit employees may bid for the open shift, , the Employer may offer the shift to agency staff.

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

Adjustment of Regular Work Schedule: The Employer shall not cancel or reschedule, without the employee’s consent, an employee’s subsequent regular shift because of the employee working an approved extra shift, as a method of avoiding overtime condition.

SECTION 14.3: MEAL AND REST PERIODS

The Employer will provide workers meal periods and rest breaks , pursuant to state law. Accordingly:

> **Meal Periods: N**o employee shall be required to work more than five consecutive hours without an uninterrupted meal period.
>
> **Rest Periods:** The Employer will provide a fifteen (15) minute rest period during each four (4) hour half shift.

SECTION 14.4 OVERTIME

Overtime shall be paid in accordance with the Employers’ Employee Handbook and federal and state law.

SECTION 14.4.1 MANDATORY OVERTIME

The Employer shall abide by all local, state, and federal laws governing mandatory overtime. Due to extraordinary circumstances, the Employer may schedule mandatory overtime to meet the needs of the business. No overtime shall be worked unless approved in advance. The Employer will make every reasonable effort to avoid mandatory overtime whenever possible The Employee shall not be threatened with licensing ramifications or discipline for declining mandatory overtime

The Employer shall fix the hours of work. A supervisor shall assign workers specific starting and ending times and schedule meal and rest periods.

ARTICLE 15: WAGES

SECTION 15.1: WAGES FOR FIR LANE AND NORTH AUBURN

SECTION 15.1.1: WAGE SCALE PLACEMENT UPON RATIFICATION

Upon ratification of this agreement, the wage scales in Appendix A will be in effect. CNAs at Fir Lane and North Auburn will be placed on their scale based on:

1) their current step

2) recognized years of experience, whichever is greater.

All employees at Fir Lane and North Auburn in other classifications will be placed on their scale based on their full years of service at the facility.-

Employees with more years of experience /service than their applicable scale (whichever is relevant to the employee’s classification) will be placed at the top of the applicable scale , or receive an increase of two percent (2%), whichever is greater.

No employee shall suffer a reduction in wages because of this agreement. No current employee will be paid less than a newly hired employee with equivalent or less experience in the same classification.

SECTION 15.1.2: RECOGNITION FOR RELEVANT EXPERIENCE

Newly hired CNAs shall be placed on the scale based on their years of previous relevant verifiable experience. Such advance placement on the hiring scale will not be considered for the purposes of other benefits.

All newly hired employees in all other classifications shall be placed on the start step of their classification.

SECTION 15.1.3: ANNIVERSARY INCREASES

Employees shall receive the anniversary increase to the next yearly available step on the wage scale in Appendix A on the first day of the pay period following their individual anniversary date. If an employee is already at or beyond the last step of the scale:

- Employees will receive a two percent (2%) adjustment to their base rate on the first day of the pay period following their individual anniversary date.

SECTION 15.1.4: COST OF LIVING ADJUSTMENT (COLA)

Effective at the beginning of the first payroll period following the one year anniversary of the ratification date of this Agreement, the wage scale in Appendix A shall be increased by one and a half percent (1.5% %). Employees currently on the scale will remain on their current step on the new scale. Employees who are at or beyond the top step will receive a one and a half percent (1.5% %) increase at that time.

Anniversary increases during the second year of the contract will be as set forth above in Section 15.1.3.

SECTION 15.1.5: SHIFT DIFFERENTIALS

At Fir Lane, Restorative Aides receive a $1.00 differential in addition to their base rate of pay while working Restorative shifts. If they elect to work an extra shift exclusively performing CNA work, they will be paid their CNA rate, including the applicable shift differentials listed below.

Intent below is to leave shift differentials as is, except for raising the night shift differential from $0.50 to $0.75 for CNAs hired before August 1, 2023
CNAs shall receive the following shift differentials in addition to their base rate of pay:

- Evening shift differential of $0.75/hour for CNAs
- Night shift differential of $0.75/hour for CNAs .

Section 15.1.5(a): Grandfathered Differentials

CNAs at Fir Lane and North Auburn hired before August 1, 2023 will receive a $1.00/hour Weekend shift differential.

CNAs at Fir Lane and North Auburn hired before November 12, 2018 who have been working night shifts since before that date will receive $1/hour for night shifts.

These higher differentials shall be discontinued for employees receiving them if the employee voluntarily stops working night shifts or weekend shifts, as the relevant case may be, for a period of time greater than 30 days during the term of this Agreement.

There is no stacking of differentials

SECTION 15.2: WAGES AT PARKSIDE

SECTION 15.2.1: PARKSIDE WAGE SCALE PLACEMENT UPON RATIFICATION

Upon ratification of this Agreement, the wage scales in Appendix B will be in effect. Employees will be placed on their scale based on

1) their current step, or

2) recognized years of experience, whichever is greater.

Employees with ten (10) or more years of experience /service (whichever is relevant to the employee's classification) will be placed on the 10+ step, or receive an increase of three percent (%), whichever is greater.

No employee shall suffer a reduction in wages because of this agreement. No current employee will be paid less than a newly hired employee with equivalent or less experience in the same classification.

SECTION 15.2.2: RECOGNITION FOR RELEVANT EXPERIENCE

Newly hired employees shall be placed on the scale based on their years of previous relevant verifiable experience. Such advance placement on the hiring scale will not be considered for the purposes of benefit eligibility.

SECTION 15.2.3: ANNIVERSARY INCREASES

Employees shall receive the anniversary increase to the next yearly available step on the wage scale in Appendix A on the first day of the pay period following their individual anniversary date. If an employee is already at or beyond the last step of the scale:

- Employees, except LPNs and RNs, will receive a one and one half percent (1.5%) adjustment to their base rate on the first day of the pay period following their individual anniversary date.

RNs and LPNs will receive a three percent (3%) adjustment to their base rate on the first day of the pay period following their individual anniversary date.

SECTION 15.2.4: COST OF LIVING ADJUSTMENT

Effective at the beginning of the first payroll period following the one year anniversary of the ratification date of this Agreement, the wage scales in Appendix A shall be increased by one and one half percent (1.5%). Employees currently on the scale will remain on their current step on the new scale. Employees who are at or beyond the 10+ step will receive a one and one half percent (1.5%) increase at that time.

Anniversary increases during the second year of the contract will be as set forth above in Section 15.2.3

SECTION 15.2.5: SHIFT DIFFERENTIALS

Shift Differentials: CNAs LPNS, and RNs will receive a shift differential of fifty cents ($0.50) per hour for all hours worked on an evening shift (currently between 2:00 p.m. and 10:00 p.m.) and one dollar ($1.00) per hour for all hours worked on a night shift (currently between 10:00 p.m. and 6:00 a.m.). The Employer retains the exclusive right to add additional amounts to these shift differentials on an as needed basis.

Restorative Aide Premium: Restorative Aides receive a $1.00 differential in addition to their base rate of pay while working Restorative shifts. If they elect to work an extra shift exclusively performing CNA work, they will be paid their CNA rate, including the applicable shift differentials listed below.

Shower Aide Premium: CNAs who are assigned to work as a Shower Aide will be paid an additional

$0.25 per hour for the hours they work as a Shower Aide.

Lead Premium: The Employer in its sole discretion may: (1) establish lead position(s) for any job classification; (2) select employee(s) who will fill such lead position(s) after posting the lead position(s) pursuant to Article 7 (Vacancies); (3) remove any employee from a lead position; and (4) discontinue the use of any lead position. Employees assigned to a lead position will receive a lead premium of seventy-five cents ($0.75) per hour above their base wage rate.

Mentor Premium: The Employer in its sole discretion may select full-time employees who have at minimum of one (1) year of service and no corrective actions within the prior six (6) month period to serve as mentors to help orient and train newly hired employees. Each employee assigned to be a mentor will receive a mentor premium of one dollar ($1.00) per hour above their base wage rate for all hours they are actively involved in training, mentoring, leading, and monitoring a newly hired employee during their probationary period.

There shall be no stacking of differentials.

THE REMAINING SECTIONS APPLY TO ALL BUILDINGS

SECTION 15.3: WORK IN A HIGHER CLASSIFICATION

Employees required to work in a higher classification shall be paid the higher rate of pay for all hours worked in that classification.

SECTION 15.4: REPORT PAY

An employee who reports to work for a scheduled shift and is “called off” due to low census, overstaffing, or for other reasons, will be paid two (2) hours of pay at their regular hourly rate and be released from the remaining hours of their shift.

SECTION 15.5: OVERTIME PREMIUM PAY

All overtime must be approved by the Employer. Overtime shall be paid at 1½ times the regular rate of pay for all time worked beyond 40 hours in the work week, subject to the Employer's right to utilize an 8 and 80 hour work schedule as provided for in Article 14.1.

SECTION 15.6: NEW CLASSIFICATIONS

The Employer agrees to bargain over the hiring rates and wage scale for any newly covered classifications prior to implementation.

SECTION 15.7: INCENTIVES AND BONUSES

The Employer may, implement, modify, or eliminate incentives to hire new employees, encourage safe working practices, or for any other business reason provided it offers such incentives uniformly to all eligible employees in the affected job class. The Employer shall notify the Union of the implementation, modification, or elimination of incentives and provide notice to employees

SECTION 15.7.1: BONUS PAYMENT TRACKING

The Employer will maintain a record of all incentives and bonuses not expressly mentioned in this agreement (bonus- shift payments, hire-on bonuses, etc.) paid to employees. This record will be reviewed by the Labor Management Committee during their regular meetings.

SECTION 15.8 WAGE MINIMUMS AND EMPLOYER DISCRETION

Nothing contained herein shall prohibit the Employer, at its sole discretion, from paying wages in excess of those specified in this Agreement by prior mutual agreement with the Union, unless otherwise described below.

SECTION 15.8.1: MARKET ADJUSTMENTS (BY CLASSIFICATION)

The Employer recognizes that market wages may escalate during the term of this Agreement and retains the right to increase the wage scale rates paid to classifications. Prior to implementing such changes, the Employer shall provide prior notice to the Union. If requested to do so, the Employer will meet with the Union to discuss any questions the Union may have. Any such classification wage increase will be credited against any required subsequent yearly increases to the same classification's hourly wage scale pay rates, with any remaining balance carrying forward until fully credited.

SECTION 15.8.2: INDIVIDUAL HIRE RATE DISCRETION

The Employer recognizes that candidates with additional and measurable qualifications or training may request higher start rates in a competitive labor market. At the Employer's discretion, the newly hired employee may be placed up to one (1) step above their corresponding years of experience. This discretionary increase shall not impact the wage rates of other employees with the same or similar experience, provided the Employer's assessment of the relevant qualifications can be objectively measured. Any further incentives or adjustments must be made by mutual agreement with the Union.

ARTICLE 16: PAID TIME OFF AND SICK LEAVE

SECTION 16.1: COMBINED PTO AT FIR LANE AND NORTH AUBURN

SECTION 16.1.1: PTO

Combined Paid Time Off (PTO) hours can be used for time off with pay (vacation, sick, or holiday time) or can be cashed out without taking time off).

PTO hours start accumulating with an employee's first paycheck. Regular Full-Time and Part-Time employees will be eligible to start using accumulated PTO hours for time off after the completion of their 90-day probationary period. On-call (PRN/per diem) employees must accrue sick leave at the minimum rate required by law. TA After their first anniversary, an employee will then have the option to cash out PTO hours as described below, in addition to using them for time off with pay.

Each pay period, an employee will earn PTO hours. For every hour that an employee is paid, PTO hours are earned. This includes Regular, Overtime, and PTO hours. PTO hours will be paid at the employee's current regular rate of pay under the heading "Personal."

Each new anniversary year, PTO hours will be earned based on the years of service. Employees shall accrue (at the rate in column B) PTO up to the annual threshold limit described in the table below. Upon reaching that threshold, Employees shall accrue one hour of Sick Leave for every full forty (40) hours worked. Employees shall retain up to eighty (80) hours of accrued PTO into the following calendar year..

Length of Service	**Accrual Rate per hour worked**	**Yearly Maximum**
0-.99 years	0.0325	80
1-2.99 years	0.061538	128
3-10.99 years	0.080769	168
11-15.99 years	0.1	208
16 + years	0.119231	248

SECTION 16.1.2: USING PTO

If an employee chooses to use PTO hours for time off with pay, they will first schedule the time off with their supervisor, then complete a PTO request form, indicating the hours that should be applied to time off.

SECTION 16.1.3: PTO FOR SICK LEAVE

PTO utilized for sick leave shall be protected only to the extent expressly required by applicable state and federal laws.

SECTION 16.1.4: PTO CASH OUT

Subject to the limitation below, if the employee chooses to use PTO hours for extra cash, a request to have some or all of their benefit hours added to their payroll check (this can only be done after the first anniversary on any paycheck), can be specified on a PTO request form indicating the hours that are to be cashed out.

After the first anniversary, an employee can use PTO hours for time off or they may cash them in at 100% of value so long as at least forty (40) accrued PTO hours remain in the employee's PTO bank.

Upon termination, no employee shall be entitled to cash value of any accrued, unused PTO hours, unless the employee has been with the company for one year or more and has not been terminated for cause. Employees also need to give at least two week's notice of resignation and work through the notice period, in order to be able to cash out PTO. Cash out is at 100%.

SECTION 16.1.5: SCHEDULED AND UNSCHEDULED USE OF PTO

In cases of pre-scheduled time off, requests for PTO must be made at least thirty (30) days in advance. Employees who submit a written request prior to March 1 for paid time off will receive priority and be scheduled by seniority with their department and shift. The final right to allot vacation periods is reserved by the Employer in order to maintain high quality resident care and efficient operations. When multiple time off requests are submitted for the same time or overlapping time, seniority will prevail.

In the case of illness or other personal emergency, the employee is required to notify their supervisor immediately, but not less than four (4) hours prior to the beginning of that shift, unless there are extraneous circumstances.

SECTION 16.2: PTO AT PARKSIDE

SECTION 16.2.1: PTO

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

Years of Service	Hourly Accrual Rate	Annual Maximum
4 – 12 months	0.038 per hour	80 hours
1 – 2 years	0.041 per hour	85 hours
3 – 5 years	0.058 per hour	120 hours
6 + years	0.077 per hour	160 hours

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

SECTION 16.2.2: USING PTO AT PARKSIDE

PTO may be used in thirty (30) minute increments. PTO is paid at an employee's regular straight time hourly rate in accordance with the established pay periods. An employee may use up to a maximum of forty (40) hours of PTO per work week. If an employee has other hours worked or hours paid during a work week, then the total of their PTO hours plus any other hours worked or paid during that work week cannot exceed forty (40) hours. Paid PTO hours are not considered as hours worked in calculating overtime.

To best meet the business needs of the Employer, employees should give as much advance notice as possible in submitting their requests for PTO. All requests for PTO must be made in writing by the 15th day of the month prior to the month in which the PTO will be taken (unless the PTO is taken for illness or a medical reason where notice of at least one (1) week could not be given). The Employer shall determine in its sole discretion how many employees in each job classification and shift can be off on PTO at any given time based on its business needs, and will endeavor to grant or deny PTO requests within seven (7) calendar days of receipt of the written request. If a request for PTO is denied, the Employer and employee shall work together to find mutually agreeable dates for PTO that the Employer is able to approve. Requests for PTO will be approved by the Administrator or Department Head on a first come, first served basis. If two or more employees request the same PTO dates and the Employer cannot accommodate all such requests, preference will be given to the employee(s) with the most seniority. However, if a more junior employee has requested and received approval for scheduled PTO, a more senior employee’s later request may not interfere with the junior employee’s scheduled PTO. Once an employee’s PTO request is approved, it may not be changed or cancelled without the consent of the Employer and employee.

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

SECTION 16.2.3: WASHINGTON PAID SICK LEAVE

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

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

Employees may use their paid sick leave for absences caused by their own illness/injury or as required by the Washington Paid Sick Leave Law, to attend to the illness of a dependent child, or to care for a spouse, domestic partner, sibling, parent, parent-in law, or grandparent.

Employees will be given their sick leave balance on their paystubs no less than two times per month, which will include the amount of sick leave used since the previous pay period and all increments of hours accrued since the previous pay period. The Employer may require a doctor's note before authorizing payment of sick leave, as well as a doctor's release if an employee returns to work after having missed more than three (3) scheduled shifts due to their own illness/injury or other qualifying event, provided that obtaining the doctor's note or release does not result in an unreasonable burden or expense on the employee.

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

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

ARTICLE 17: HOLIDAYS

SECTION 17.1: HOLIDAYS AT FIR LANE AND NORTH AUBURN

Recognized Holidays are:

- New Years Day
- Easter
- Memorial Day
- July 4
- Labor Day

- Thanksgiving
- Christmas

In order to be eligible for Holiday Pay 1.5X premium pay the employee must have worked their last scheduled shift before the holiday, and first scheduled shift after the holiday, and the holiday itself except in cases of a pre-excused or protected absence, or an illness substantiated by doctors note. .

SECTION 17.2: HOLIDAYS AT PARKSIDE

The Employer recognizes the following Holidays:

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

For purposes of this Article, a holiday runs from 12:00 a.m. to 11:59 p.m. on the calendar day of the Employer recognized Holiday. To be eligible for premium pay for hours worked on a Holiday, employees must have worked their entire scheduled day before the Holiday and their entire scheduled day after the Holiday (including any shifts the employee picked up the day before and/or after the Holiday), as well as all hours they are scheduled to work on the Holiday. Provided they meet the eligibility requirements, full-time and part-time employees who have completed their probationary period will be paid one and one-half (1.5) times their regular hourly rate for all hours worked on a Holiday.

ARTICLE 18: INSURED BENEFITS

The Employer agrees to make available to eligible full-time employees the same health programs as are offered at non-union facilities at the Employer's related entities in Washington. The employer will pay the dollar equivalent of 80% of the employee only basic health plan premium towards whichever available health plan options are chosen by individual employees. Dental and Vision plans will be available at the employees' expense. If any employee chooses not to enroll in said plan when coverage is first available, they will be required to wait until the next open enrollment period unless otherwise required by law, consistent with the requirements of said plan.

It is understood that the specific benefit plans and premium costs may change during the course of the agreement. In the event such changes occur during the life of this Agreement, the Employer shall provide the Union with thirty (30) days' notice of such changes, provided, however, the Employer need not seek the Union's prior agreement, nor will such changes be subject to the grievance procedure 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.
Part-time employees are not eligible for health insurance coverage., unless they regularly work more than 30 hours per week .

Participation in these programs shall be strictly voluntary. The Employer must (1) obtain affirmative written or electronic authorization from each employee prior to initiating any new or increased payroll deductions and (2) retain records of all such authorizations.

ARTICLE 19: RETIREMENT/401(K) PLAN

If the Employer provides a 401k plan at its related non-union entities in Washington, that same plan will be provided to eligible employees covered by this agreement.

ARTICLE 20: LEAVES OF ABSENCE

SECTION 20.1 TYPES OF LEAVES OF ABSENCE

The Employer shall comply with all requirements of state and federal mandated leave of absence laws.

SECTION 20.2 UNION LEAVE (UNPAID)

Workers may request an unpaid leave of absence to perform work for the Union with thirty (30) days' notice to the Employer. Notice will include date on which union leave will begin and actual date of return to work. Such leaves may be for any duration up to six (6) months and may be extended by mutual consent. Seniority will not accrue during the leave of absence. The Employer will take the needs of the business into account in evaluating requests for union leave and shall have the sole discretion to determine whether or not to grant such requests. The Employer shall not withhold approval of such leave or extension requests for reasons that are discriminatory or otherwise in bad faith. It is agreed that any employees granted union leave will not participate in any organizing of any kind at or against any other Employer-related facilities.

To the extent allowed by the business, the Employer shall return the worker to the same job and position that the employee 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.
With thirty (30) days' notice to the Employer, employees who are attending the Union's annual convention, the convention of SEIU, Lobby Day, 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, not to exceed a total of five (5) working days. Such leave shall be granted on a first-come, first-

serve basis and shall be at the discretion of the Employer. The Employer may limit the number of employees granted leave to no more than five (5), and no more than two (2) from the Nursing Department and no more than one (1) from any other department, for a total of five (5) employees. Employees on unpaid union leave may utilize any earned PTO while on leave.

It is understood by the parties that the above restrictions on short term union leave do not apply to releases for the bargaining team.

ARTICLE 21: BEREAVEMENT LEAVE

Bereavement leave is granted in the event of a death in the employee's immediate family. "Immediate family" is defined as an employee's parent, step-parent, grandparents, brother or step-brother, sister or step-sister, spouse, partner, child or stepchild or other family members living in the immediate household. Bereavement leave must be arranged with and approved by the employee's supervisor and administrator.

Bereavement leave may be granted up to a maximum of three (3) scheduled working days. Bereavement leave will be granted only for those days the employee is regularly scheduled to work.

All approved bereavement leave on scheduled working days will be paid. Occasionally, additional time off may be needed for bereavement leave. In these circumstances, unpaid time off may be allowed, subject to facility needs and approval of the supervisor. The employees shall be allowed to use their accumulated PTO for such additional time off.

ARTICLE 22: COOPERATION, RESPECT, AND

DIGNITY

The Union recognizes that the Employer, through the efforts of its employees, has the responsibility and obligation of providing proper nursing, medical and rehabilitative care to residents, and of carrying on vital and continuous programs in the field of research and education for the benefit of both such residents and the community at large.

It is the intent and purpose of the parties hereto that this Agreement will respect the responsibilities and obligations of the Employer and the Union, as well as the interests of its employees, and hours of work and conditions of employment for covered employees.

The Employer and the Union agree that all facility employees, managers, and Union Representatives will treat each other with dignity, respect, and courtesy, regardless of position or profession. The preceding principles shall also apply while providing service to patients and visitors. All parties agree to speak to others professionally and without hostility or derision. No one in the workplace shall act in a way that violates these tenets under any circumstances. Communication and workplace dynamics may be an ongoing topic of the LMC.

During typical labor relations activities (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.

ARTICLE 23: 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, compensation, schedule, or assignment 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:

1) Reassigning one or both employees to different departments and/or shifts.
2) Restructuring job duties to remove supervisory or evaluative responsibilities.
3) Temporary or permanent recusal of one or both parties from decision-making processes involving the other.
4) Implementation of additional oversight or review of decisions made by the employees involved to ensure impartiality and fair application of work performance standards.

ARTICLE 24: STAFF DEVELOPMENT

SECTION 24.1: ONBOARDING TRAINING

Any clinical employee who is designated to train another employee must have the same or greater level of certification as their trainee (e.g. a NAR may not train a CNA). Training practices will be an ongoing topic of the Labor Management Committee and the Union and Employer may collaborate to develop a training mentor program.

SECTION 24.2 MANDATORY TRAINING

The Employer shall ensure that employees are provided with adequate time during their scheduled work hours to complete all mandatory training. If the Employer is unable to provide time during scheduled work hours, the employee may choose to: (a) Complete the training in-person immediately before or after their scheduled shift; or (b) For virtual trainings, complete the training at home. The Employer shall establish a system to ensure that employees are compensated at their regular rate of pay for any mandatory training completed outside of regular working hours, including training completed at home. Compensation shall be based on the time required to complete the training as determined by the Training Provider.

Training shall be a standing agenda item at Labor-Management Committee (LMC) meetings. These discussions will focus on ensuring employees are able to complete required training during work hours and have access to appropriate training tools and resources.

The Employer shall reimburse all pre-approved expenses related to license renewals that are required by the employee's job description, provided the employee has completed at least one (1) calendar year of employment.

SECTION 24.3: CPR TRAINING

The Employer shall continue offering in-house CPR training at no cost to the employee. Employees shall be paid at their regular rate for the time spent attending CPR training. Employees who cannot attend the in-house CPR training shall be eligible for reimbursement for costs related to CPR training provided by an external training provider with prior approval.

ARTICLE 25: IMMIGRATION

SECTION 25.1: ICE/DHS ACESSS TO THE WORKPLACE

The Employer shall recognize and enforce all applicable immigration-related rights and obligations that apply to the facility and its employees. Any claimed violations of this provision shall not be grievable under the terms of this Agreement.

. To the extent permitted by law, the employer shall make all reasonable efforts to refuse access for immigration enforcement personnel to non-public areas of the workplace unless they provide a judicial warrant signed by a judge or magistrate authorizing such access.

The Employer shall, as soon as practicable, and to the extent not prohibited by law, notify the Union of any immigration-related enforcement action by law enforcement or immigration officials, such as an I-9 audit, raid or detention, affecting bargaining unit members.

SECTION 25.2: INSPECTIONS AND AUDITS

To the extent permitted by law, the Employer shall make all reasonable efforts to avoid providing immigration enforcement personnel with documents or other information about bargaining unit employees unless such documents or other information are specifically detailed in a judicial warrant signed by a judge or magistrate.

It is understood that immigration enforcement personnel may require the production of I-9 forms without a warrant, and that the Employer may take up to three (3) days after notification to produce such forms.

SECTION 25.3: IMMIGRATION-RELATED LEAVE

The Employer shall not penalize an employee for an absence related to attendance of any immigration-related proceeding which relates to their own immigration-related status.

ARTICLE 26: JURY DUTY PAY

When an employee is summoned for jury duty, or to testify in court the employee must contact their supervisor immediately, but in no event less than 14 days prior to date on which the

employee is required to report or as soon as the employee is notified.
Full-time and part-time employees are eligible for up to 5 days of jury duty pay or when they are summoned to testify for scheduled time missed. Compensation will be limited to the difference between the employee's regular straight–time pay and any jury duty pay the employee has received. When an employee is released from jury duty or completes their testimony and all or part of the employee's scheduled work shift remains, the employee must contact their supervisor to determine whether it is necessary to report to work. In no case will an employee be required to serve on jury duty and work a combined total of more than 40 hours per week.
The above guidelines also apply to an employee required to attend a court hearing or other legal proceeding involving the Employer.

ARTICLE 27: NO STRIKE/NO LOCKOUT

It is agreed that during the life of this Agreement or any extension thereof, there shall be no lockout on the part of the Employer at the facility.

The Union agrees that during the term of this Agreement or any extension thereof, neither its officers nor its members or its other agents or representatives will threaten, call, instigate, participate in or condone any strikes, sympathy strikes, sit-downs, walkouts, slowdowns, stoppages, picketing, leafleting, boycotts or other direct or indirect interruption of work at the facility, whether or not the cause therefore was or was not subject to arbitration. These restrictions shall apply to all such activities at the facility.

Neither the violation of any provision of this Agreement by the Employer, nor the commission of any act by the Employer constituting an unfair labor practice, shall excuse the Union, or any of its members or representatives, or any employee from their obligations under Federal Labor Law or any provision of this Agreement, specifically including this Article.

If either party to this Agreement violates any provision of this Article, the other party shall be entitled to seek all appropriate relief, including but not limited to injunctive relief, monetary damages and attorneys' fees.

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

ARTICLE 28: GRIEVANCE PROCEDURE

It is mutually agreed by the parties that it is desirable to resolve disputes as quickly as possible, at the lowest possible level (immediate supervisor, Department Head). Union Advocates and Union Representatives are recognized as being equal to management within the context of their representational role and duties.

Any grievance or dispute arising out of the application or meaning of the terms of this Agreement during the term of this Agreement and not specifically excluded from the grievance and arbitration procedure by this or any other provision of this Agreement shall be taken up in the manner set forth below.

All grievances must be presented in writing at every step. Such writing shall specify in detail the acts upon which the grievance is based, and the particular provisions of this Agreement allegedly violated by said acts. Failure to properly present a grievance in writing at this stage of the grievance procedure shall constitute a waiver of such grievance and bar all further action thereon. Failure on the part of the Employer to answer a grievance at any step shall be considered a denial of the grievance, and the Union may proceed to the next step. Workers have a right to Union representation for any grievance in dispute arising out of the application of the Agreement. It is mutually understood and agreed that nothing herein will prevent a worker from discussing any problem with their supervisor or other representative of Management at any time, with or without their Union representative, prior to initiating a formal grievance. Failure to present a grievance within twenty-one (21) calendar days of the date the grieving party became aware of the issue, or should have reasonably become aware of the issue, shall nullify the grievance. The time limits under this Article may be extended by mutual agreement in writing. The parties may mutually agree to skip Steps outlined in this procedure.

It is understood that the Employer may file grievances under this Article. The parties may mutually agree upon alternative steps to those described below, where appropriate, in such circumstances.

SECTION 28.1 GRIEVANCE STEPS

Step I: The grievance must be presented to the Department Head, or designee, within twenty one (21) calendar days from the date of the event giving rise to the concern, or the date the event became known or should have been known. The parties shall meet within fourteen (14) calendar days from the date of service of the grievance for the purpose of discussing and if possible, settling said grievance. If the matter is not resolved at that meeting, the Department Head will respond within ten (10) calendar days of the Step I meeting to all affected parties. The Step I response will settle the matter, unless appealed to Step II.

Step II: If the matter is not resolved at Step I, it shall be presented to the Administrator within ten (10) calendar days of the Step I response or from the time the Department Head should have responded in Step I. Within fourteen (14) calendar days of receipt of the Step 2 request, the Union Representative or the Union Advocate and the Administrator shall meet in person or by conference or video call for the purpose of attempting to settle the matter. The Administrator shall respond to the written grievance in writing within ten (10) calendar days of the Step II meeting. The Step II response will settle the matter unless appealed to Step III.

Step III: If the parties are unable to resolve the dispute at Step II, the matter shall be presented to the Employer’s designee within ten (10) calendar days of the Step II response from the

Administrator. Within fourteen (14) calendar days of receipt of the Step 3 request, the grievant, Union Advocate or Union Representative and the Employer's designee shall arrange a mutually agreeable date to meet in person or by conference or video call for the purpose of attempting to settle the matter. The Employer's designee will respond in writing within ten (10) calendar days of the Step 3 meeting.

Mediation (optional): Mediation may be mutually agreed upon by the Union and the Employer to resolve grievances following service of the Step 3 response. If mediation is agreed upon, a mediator shall be selected by mutual agreement of the Employer and the Union within fourteen (14) calendar days of advancement of a grievance to mediation, from a list of trained mediators provided by the Federal Mediation and Conciliation Service or by mutual agreement. The mediator shall hear the presentation of the grievance on a mutually agreeable date in person or by conference call. All reasonable efforts will be made to conduct such a meeting within fourteen (14) calendar days of the selection of the Mediator If the parties are not able to reach a resolution during the mediation, the matter can be referred to arbitration by the grieving party within seven (7) calendar days after the mediation is held. If not referred during that time frame, the grievance will be deemed to have been resolved on the basis of the Step 3 response and shall not be arbitrable. The Parties agree that the Mediator's comments, or recommended solution, and the parties' own proposals, comments and suggestions during mediation may not be referred to or used as evidence in any subsequent Arbitration process.

SECTION 28.2 ARBITRATION PROCEDURE

If a grievance is not otherwise referred to mediation as set forth above, the grieving party may refer it to arbitration in writing within fourteen (14) days of service of the Step 3 response. If not referred in that time frame, the grievance will be deemed to have been resolved on the basis of the Step 3 response and will not be arbitrable. It is understood and agreed that a decision by the grieving party not to exercise its right to request arbitration shall be final and binding upon that party, as well as its members or representatives, and further that both parties, through their designated representatives, have authority to settle any grievance at any step.

By mutual consent, the Union and the Employer may select a permanent Arbitrator or panel of Arbitrators who shall arbitrate grievances. In the event the parties have not selected an arbitrator or a panel, the parties shall request a panel of seven regional arbitrators from the Federal Mediation and Conciliation Service (FMCS) and shall alternately strike from said panel to determine the arbitrator. The first strike shall be determined by a coin toss. The grieving party shall submit the unresolved grievance in writing to the Arbitrator with a copy to Employer.

The Arbitrator may consider and decide only the particular grievance presented to them in a written stipulation by the Employer and the Union, and their decision shall be based solely upon an interpretation of the provisions of this Agreement. The award of the Arbitrator so appointed shall be final and binding upon the parties.

The Arbitrator shall have no authority to alter, amend, add to, subtract from or otherwise modify or change the terms and conditions of this Agreement. Only one grievance shall be submitted to the Arbitrator at a time, unless the parties mutually agree otherwise.

The cost of arbitration, which shall include the fees and expenses of the Arbitrator, the Court Reporter and the transcript shall be borne by the party whose position is not sustained by the Arbitrator. Each party shall pay any fees of its own representatives and witnesses for time lost, as well as any other costs associated with the presentation of its own case, including the cost of any expert witnesses.

Occurrences which form the basis of a grievance prior to the execution date or subsequent to the expiration date of this Agreement shall not be subject to arbitration.

The parties agree that the Arbitrator shall accept a written statement signed by a resident, patient or family member in lieu of their sworn testimony and it shall carry the same force and effect as if the resident, patient or family member appeared and provided live testimony. In appropriate circumstances, the Employer may be required to present information that the resident, patient or family member does not suffer from a severely impaired cognitive state. The parties agree that neither shall compel a resident, patient or family member to appear as a witness. However, if a resident, patient or family member wishes to appear voluntarily at an arbitration, nothing in this Section shall prohibit them from doing so.

ARTICLE 29: SEPARABILITY

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 30: NOTICE OF SALE

In the event the nursing home covered by this Agreement is to be sold, assigned, leased or transferred, the Employer will notify the Union as soon as possible within the confines of any non-disclosure agreement, but no later than sixty (60) days prior to the effective date of such transaction, subject to any other applicable laws and regulations. Such notifications will include the name and address of the new owners, assignee, lessee or transferee. If requested by the

Union, the Employer shall meet with the Union to negotiate over the effects of the transaction on bargaining unit workers. Upon the effective date of the sale, assignment, lease, or transfer, the following shall apply:

Timely Payout of Accrued Leave

The Employer shall comply with all applicable legal requirements relating to the pay out of any accrued and unused Paid Time Off (PTO), Sick Leave, and other earned but unpaid compensation.

Benefit Protections

The Employer shall provide employees with clear written information on how existing benefit plans will be affected by the transaction, including any deadlines, continuation options, or other matters employees should be mindful of.

Pending Grievances and Arbitrations

The Union and the Employer will make a good faith effort to resolve any pending grievances prior to the effective date of the transaction

ARTICLE 31: TERM OF AGREEMENT

This agreement shall become effective June 1, 2026 and shall continue in full force and effect unless amended by mutual written agreement by the parties through September 30, 2028 and year to year thereafter provided, however, that either party may serve written notice on the other at least ninety (90) days prior to the expiration date, or subsequent expiration anniversary, of its desire to amend any provision thereof.

APPENDIX A: FIR LANE AND NORTH AUBURN WAGE SCALES

FIR LANE CARE WAGE SCALE – EFFECTIVE JUNE 17, 2026

Classification	Hire Rate	1 year	2 years	3 years	4 years	5 years	6 years	7 years	8 years	9 years	10 years +
Certified Nursing Assistant (CNA)	$24.00	$24.48	$24.97	$25.47	$25.98	$26.50	$27.03	$27.57	$28.12	$28.68	$29.26
Housekeeping/Laundry/Activities/Dietary Aide	$19.25	$19.64	$20.03	$20.43	$20.84	$21.25					
Cook	$20.75	$21.17	$21.59	$22.02	$22.46	$22.91					
Nursing Assistant Registered (NAR)	$20.15										
Maintenance	$21.15	$21.57	$22.00	$22.44	$22.89	$23.35					

NORTH AUBURN WAGE SCALE – EFFECTIVE JUNE 17, 2026

Classification	Hire Rate	1 year	2 years	3 years	4 years	5 years	6 years	7 years	8 years	9 years	10 years +
Certified Nursing Assistant (CNA)	$24.30	$24.79	$25.28	$25.79	$26.30	$26.83	$27.37	$27.91	$28.47	$29.04	$29.62
Restorative Aide	$25.30	$25.81	$26.32	$26.85	$27.39	$27.93	$28.49	$29.06	$29.64	$30.24	$30.84
Housekeeping/Laundry/Activities/Dietary Aide	$19.25	$19.64	$20.03	$20.43	$20.84	$21.25					
Cook	$20.75	$21.17	$21.59	$22.02	$22.46	$22.91					
Nursing Assistant Registered (NAR)	$20.15										

FIR LANE WAGE SCALE – EFFECTIVE JUNE 17, 2027

Classification	Hire Rate	1 year	2 years	3 years	4 years	5 years	6 years	7 years	8 years	9 years	10 years +
Certified Nursing Assistant (CNA)	$24.36	$24.85	$25.34	$25.85	$26.37	$26.90	$27.43	$27.98	$28.54	$29.11	$29.69
Housekeeping/Laundry/Activities/Dietary Aide	$19.54	$19.93	$20.33	$20.74	$21.15	$21.57					
Cook	$21.06	$21.48	$21.91	$22.35	$22.80	$23.25					
Nursing Assistant Registered (NAR)	$20.45										
Maintenance	$21.47	$21.90	$22.34	$22.78	$23.24	$23.70					

NORTH AUBURN WAGE SCALE – EFFECTIVE JUNE 17, 2027

Classification	Hire Rate	1 year	2 years	3 years	4 years	5 years	6 years	7 years	8 years	9 years	10 years +
Certified Nursing Assistant (CNA)	$24.66	$25.15	$25.66	$26.17	$26.69	$27.23	$27.77	$28.33	$28.89	$29.47	$30.06
Restorative Aide	$25.66	$26.17	$26.70	$27.23	$27.78	$28.33	$28.90	$29.48	$30.06	$30.67	$31.28
Housekeeping/Laundry/Activities/Dietary Aide	$19.54	$19.93	$20.33	$20.74	$21.15	$21.57					
Cook	$21.06	$21.48	$21.91	$22.35	$22.80	$23.25					
Nursing Assistant Registered (NAR)	$20.45										

APPENDIX B: PARKSIDE WAGE SCALES

PARKSIDE WAGE SCALE – EFFECTIVE JUNE 17, 2026

Classification	Hire Rate	1 year	2 years	3 years	4 years	5 years	6 years	7 years	8 years	9 years	10 years
Certified Nursing Assistant (CNA)	$ 23.00	$ 23.35	$ 23.70	$ 24.06	$ 24.42	$ 24.78	$ 25.15	$ 25.53	$ 25.91	$ 26.30	$ 26.70
Cook	$ 21.00	$ 21.32	$ 21.63	$ 21.96	$ 22.29	$ 22.62	$ 22.96	$ 23.30	$ 23.65	$ 24.01	$ 24.37
Housekeeping, Laundry, Activities, Dietary Aide	$ 18.25	$ 18.52	$ 18.80	$ 19.08	$ 19.37	$ 19.66	$ 19.96	$ 20.25	$ 20.56	$ 20.87	$ 21.18
Licensed Pratcial Nurse (LPN)	$ 33.00	$ 33.99	$ 35.01	$ 36.06	$ 37.14	$ 38.26	$ 39.40	$ 40.59	$ 41.80	$ 43.06	$ 44.35
Registered Nurse (RN)	$ 42.00	$ 43.26	$ 44.56	$ 45.89	$ 47.27	$ 48.69	$ 50.15	$ 51.66	$ 53.20	$ 54.80	$ 56.45

PARKSIDE WAGE SCALE – EFFECTIVE JUNE 17, 2027

Classification	Hire Rate	1 year	2 years	3 years	4 years	5 years	6 years	7 years	8 years	9 years	10 years
Certified Nursing Assistant (CNA)	$ 23.35	$ 23.70	$ 24.06	$ 24.42	$ 24.78	$ 25.15	$ 25.53	$ 25.91	$ 26.30	$ 26.70	$ 27.10
Cook	$ 21.32	$ 21.64	$ 21.96	$ 22.29	$ 22.63	$ 22.97	$ 23.31	$ 23.66	$ 24.02	$ 24.38	$ 24.74
Housekeeping, Laundry, Activities, Dietary Aide	$ 18.51	$ 18.79	$ 19.07	$ 19.36	$ 19.65	$ 19.94	$ 20.24	$ 20.54	$ 20.85	$ 21.16	$ 21.48
Licensed Pratcial Nurse (LPN)	$ 33.49	$ 34.49	$ 35.53	$ 36.60	$ 37.69	$ 38.82	$ 39.99	$ 41.19	$ 42.42	$ 43.70	$ 45.01
Registered Nurse (RN)	$ 42.63	$ 43.91	$ 45.23	$ 46.58	$ 47.98	$ 49.42	$ 50.90	$ 52.43	$ 54.00	$ 55.62	$ 57.29

SIGNATURES

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

FOR SEIU 775:

Sterling Harders, President

Date

CALDERA CARE

Chaim Wolmark, CEO

Date