



## **AGREEMENT**

by and between

**HIGHLANDS DEMENTIA CARE CENTER**

and

**SEIU Healthcare 775NW**



Effective December 11, 2007 through June 30, 2009

**SEIU Healthcare 775NW - Highlands Dementia Care Center  
Collective Bargaining Agreement, 2007-2009**

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**AGREEMENT  
BY AND BETWEEN  
HIGHLANDS DEMENTIA CARE CENTER, AND  
SEIU HEALTHCARE 775NW**

**SECTION 1 RECOGNITION**

This Agreement is between **The Highlands Rehab, LLC**, d/b/a **Highlands Dementia Care Center**, (hereafter referred to as the “Operator”) and **SEIU 775** (also known as **SEIU Healthcare 775NW** and hereafter referred to as the “Union”).

The Operator recognizes the Union as the exclusive collective bargaining representative for Certified Nurse Assistants (NACs), Restorative Aides, Registered Nursing Assistants (NARs), Housekeepers, Laundry Aides, Cooks, Dietary Aides and Activities Assistants employed by the Operator at the following location:

**Highlands Dementia Care Center  
5954 N. 26<sup>th</sup> Street  
Tacoma, WA 98407**

Both parties also understand that for the Operator to satisfy the demands of its residents and to successfully operate the facility, contracting and/or subcontracting of bargaining unit work may be necessary from time to time.

It is, therefore, agreed that the Operator may, within its exclusive discretion, engage contractors and/or subcontractors to help meet the demand of the facility; provided, however, that the Employer will endeavor to utilize its own employees whenever practicable and that the Employer notify the Union of such changes at least thirty (30) days prior to implementation.

Furthermore, the Operator agrees to include language in all future contracts regarding contracting or subcontracting of housekeeping, laundry or any other services covered by the classifications in this Section that requires contractors or subcontractors to apply the full terms and conditions of this Agreement to all affected bargaining unit employees.

**SECTION 2 LABOR MANAGEMENT COMMITTEE**

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

The Operator and the Union will establish a facility-based Joint Labor Management Cooperation Committee within the facility. This committee will be composed of the Union field representative, and three (3) bargaining unit employees and four (4) members of management. The committee will meet quarterly, or as often as needed, 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 Operator and the residents. This committee will also advise facility management on recruitment and retention issues. Minutes of the meetings will be posted within the facility. This Committee will have no authority to modify or interpret the collective bargaining agreement.

The Operator and the Union further agree to establish a Washington Master Agreement Labor Management Cooperation Committee specific to the Operator on a statewide basis. This committee will be composed of appropriate workers of Operator, such as Facility Administrators, Regional Managers, Vice President of Labor Relations, and/or Human Resource Directors. The committee will also be composed of appropriate members of the Union, such as Union Representatives, shop stewards, and/or the Local President (or his/her designee). This committee will meet on a quarterly basis, or as often as needed, but will not require Operator-paid travel by committee members. The regional committee will discuss joint training initiatives, joint safety initiatives, joint public relation initiatives, and other issues of mutual benefit. Minutes of the meetings will be posted in all facilities.

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

### **SECTION 3 MANAGEMENT RIGHTS**

The Operator retains the exclusive right to manage the business, to direct, control and schedule its operations and work force and to make any and all decisions affecting the business, whether or not specifically mentioned herein, and whether or not heretofore exercised except as specifically limited by the express terms of this Agreement. Such prerogatives shall include, but not be limited to, the sole and exclusive rights to:

Hire, promote, demote, layoff, assign, transfer, suspend, discharge and discipline employees; set pay rates, hiring rates, pay plans, wage increases, and incentive plans for employees; determine employee benefits; determine overtime rules; select and determine the number of its employees, including the number assigned to any particular work or work unit; to increase or decrease that number; direct and schedule the workforce; determine the location and type of operation; determine and schedule when overtime shall be worked; install or remove equipment; discontinue the operation of the business by sale or otherwise, in whole or in part at any time; subcontract bargaining-unit work, determine the methods, procedures, materials and operations to be utilized or to discontinue their use; transfer or relocate any or all of the operations by sale or otherwise, in whole or in part, at any time; subcontract bargaining-unit work, determine the methods, procedures, materials and operations to be utilized or to discontinue their use; transfer or relocate any or all of the operations by sale or otherwise, in whole or in part, at any time; determine the work duties of employees; promulgate, post and enforce rules and regulations governing the conduct and acts

of employees during working hours; require that duties other than those normally assigned to be performed; select supervisory employees; train employees; discontinue or reorganize or combine any department or branch of operation with any consequent reduction or other change in the work force; introduce new or improved methods or facilities, regardless of whether or not the same cause a reduction in the working force; establish, change, combine or abolish job classifications; transfer employees, either temporarily or permanently, within programs and/or job classifications; determine job qualifications, work shifts, work pace, work performance levels, standards of performance, and methods of evaluation of the employees, and in all respect carryout, in addition, the ordinary and customary functions of management, all without hindrance or interference by the Union except as specifically abridged, altered or modified by the express terms of this Agreement.

The provisions of this Agreement do not prohibit the Operator from directing any person not covered by this Agreement from performing any task. The Operator, therefore, has the right to schedule its management and supervisory personnel at any time. The selection of supervisory personnel shall be the sole responsibility of the Operator and shall not be subject to the grievance and arbitration provisions of this Agreement.

The foregoing statement of the rights of management and of Operator functions are not all-inclusive, but indicate the type of matters or rights, which belong to and are inherent in management and shall not be construed in any way to exclude other Operator functions not specifically enumerated. The Operator shall maintain the wages of workers covered by this Agreement, as of the effective date of this Agreement, unless explicitly modified by the terms of this or any subsequent Agreement. The Operator shall have the unilateral right to modify the terms or conditions of employment of covered workers, which are not the subject of explicit terms of this Agreement or any subsequent Agreement, after notice of such change to the Union and an opportunity to meet and discuss the changes with the Operator, if requested by the Union within ten (10) days of notice of the change.

#### **SECTION 4 UNION MEMBERSHIP AND VOLUNTARY ASSIGNMENT OF WAGES**

Not later than (for persons hired after this agreement becomes effective) the end of their respective probationary period 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.

Upon voluntary signed authorization by a worker and a statement from the Union of the dollar amounts due for each worker, the Operator agrees to deduct the Union dues and initiation fees, and remit it to the office of the Union not later than the 30<sup>th</sup> day of the month following the month in which the dues were deducted.

The Union shall indemnify and hold harmless the Operator with respect to any asserted claim or obligation or cost of defending against any such claim or obligation of any person arising out of the Operator's deducting and remitting of Union dues. Once every month, the Operator shall inform the Union of new hires and terminated employees in the classifications listed herein in Unit Classifications.

The Operator 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 Operator will remit such contributions to the Union in accordance with the procedure set forth in this section.

The Operator shall supply to the Union a list of all employees covered by this Agreement on a monthly basis. The list shall include the name, address, phone number, Social Security number, date of hire, rate of pay, job class, FTE status, hours worked, gross earnings in the pay period, and the amount of dues, fees or COPE contributions deducted from each employee's pay. The Employer shall provide this list in any commonly available electronic format.

## **SECTION 5 UNION VISITATION**

An official representative of the Union will be permitted to visit the premises of the Operator for the purpose of ascertaining that the provisions of this Agreement are being observed and/or conferring with workers covered by this Agreement during their non-work time and in break areas. Such visits shall not interfere with the operation of the nursing home or the performance of the workers' duties and the Union Representative shall inform the Administrator or Director of Nursing of his/her visits prior to entering the nursing home's premises.

The Union will furnish in writing the name of the authorized representative, and the Operator is obliged only for admission of such authorized representative. Operators shall not unreasonably deny access to employee break areas during all working hours for above-stated reasons.

## **SECTION 6 SHOP STEWARD**

The Union shall designate up to two workers per work shift as shop stewards. Immediately following designation of said shop steward(s), the Union shall confirm this appointment by written notice to the Operator. The activities of the steward shall not interfere with the performance of his/her work or the work of other workers of the Operator. Any time spent by the shop steward on Union matters or acting in his/her capacity will not be compensated by Operator, except for time spent investigating and

presenting grievances. Stewards will not be compensated by the Operator for time spent in adjusting grievances beyond that which the Operator judges to be reasonable. In no case will the Operator be required to pay for time spent adjusting grievances to the extent such time would result in overtime. Under no circumstances shall the Operator be required to pay more than one (1) Steward for attendance at a grievance meeting.

A shop steward may not communicate with workers, the Union, or representatives of the Operator concerning Union business on working time without first obtaining the permission of his/her immediate supervisor or other representative of the Operator. Such permission shall not be unreasonably denied.

The shop steward shall not direct any worker how to perform or not to perform his/her work in his/her role as shop steward, shall not countermand the order of any supervisor and shall not interfere with the normal operations of the Operator or any other worker.

A shop steward may not communicate with the Union office by telephone during working time without first obtaining the permission of his/her immediate supervisor or other representative of the Operator. Such permission shall not be unreasonably denied.

The Union office may communicate with the shop steward during working hours by telephoning the steward's immediate supervisor or department manager. Such calls to the Shop Steward shall be limited to two (2) calls per day of five (5) minutes in duration.

Any notification by the Operator to the Union shall be in writing delivered to the Union at its offices with a copy to the shop steward designated by the Union.

A Shop Steward will be allowed up to thirty (30) minutes after the Operator orientation to meet with the group of new bargaining unit workers who have completed the facility orientation provided by the Operator. The Steward will obtain prior supervisory approval before he/she will be released to participate in this meeting. The Operator has a right to have a representative present during the Shop Stewards participation in the facility orientation.

## **SECTION 7 BULLETIN BOARDS**

The Operator shall allow the Union to provide a bulletin board no larger than three (3) feet by three (3) feet that shall be used for the purpose of posting proper Union notices. The Union agrees that the Operator shall be provided with a copy of all notices prior to posting. The Union further agrees not to post or distribute any material, which comments in any way upon Operator or non-bargaining unit employees or is false or derogatory of the Operator, its services or supervisors, or inconsistent with the spirit of mutual collaboration inherent in this Agreement.

## **SECTION 8 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 Operator determines to fill. The Operator reserves the exclusive right to determine if a vacancy exists. If, in the sole judgment of the Operator, all qualifications of workers who apply for a vacant position are equal, the worker with the most seniority (as defined in Section 13 Seniority) shall be offered the position. In the event that no applicant is qualified, or if no applicant accepts the offered position, then the Operator may fill the position as the Operator deems appropriate. This includes filling the position from outside of the bargaining unit.

## **SECTION 9 NO DISCRIMINATION**

Section 1: No worker or applicant for employment covered by this Agreement shall be discriminated against because of membership in the Union or activities on behalf of the Union. Neither the Operator nor the Union shall unlawfully discriminate for or against any worker or applicant covered by this Agreement on account of race, color, religious creed, national origin, lawful political affiliation, physical handicap, medical condition, sexual orientation, gender, age, marital status or any protected class protected by law.

Section 2: Wherever the masculine provision is used in this Agreement, it is understood that it applies to the feminine as well.

### Section 3 Privacy Rights: Immigration and Naturalization Service

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 Operator is obligated to comply with all applicable federal, state and local regulations in addition to operating within all parameters and specific conditions set in their private compliance agreement with federal state and local regulatory officials.

To the extent permitted by law, the Operator shall notify the Union as quickly as possible, if any I.N.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 Operator shall notify the Union immediately upon receiving notice from the I.N.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 Operator shall not infringe the privacy rights of workers, without their express consent, by revealing to the I.N.S. any worker's name, address or other similar information. To the extent permitted by law, the Operator shall notify the affected worker and the Union in the event it furnished such information to the I.N.S.

To the extent permitted by law, the Operator 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 Operator 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 Operator's sole discretion.

To the extent permitted by law, workers shall not be discharged, disciplined, suffer loss of seniority or any other benefit or be otherwise adversely affected by a lawful change of name or social security number. Workers who have falsified any records concerning their identity and/or social security number will be terminated. Nothing in this section shall restrict the Operator's right to terminate a worker who falsifies other types of records or documents.

A worker may not be discharged or otherwise disciplined because:

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

#### **SECTION 10 PROBATIONARY PERIOD**

All workers covered by this Agreement who are hired or transferred into a covered position on or after the effective date of this Agreement, whether or not previously employed by the Operator shall be subject to a probationary period of ninety (90) days. The Operator in its sole discretion may elect to extend this probationary period. Such extension must be presented to the worker in writing. Seniority shall not accrue to workers during their probationary period. However, upon successful completion of said 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 Operator without recourse to the Grievance and Arbitration Procedure.

#### **SECTION 11 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 a week. After completing the probationary period, regular full-time employees are eligible for benefits as specified in this contract or as otherwise specified in the Operator's Employee Handbook.

A regular part-time employee is one who is scheduled to work or normally works less than thirty-two (32) hours per week. After completing the probationary period, regular part-time employees are eligible for benefits as specified in this contract or as otherwise specified in the Operator's Employee Handbook.

A casual, on-call or per diem employee is one with no regular schedule, but who works intermittently as required and depending on the availability of work. Casual, on-call or per diem employees are not eligible for any benefits.

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.

## **SECTION 12 DISCHARGE, DISCIPLINE OR SUSPENSION**

The Operator shall have the right to maintain discipline and efficiency of its operations, including the right to discharge, suspend or discipline a worker for just cause. Grounds for discipline or discharge, including immediate discharge are set forth in the Operator's Employee Handbook. Offenses warranting immediate terminations shall include but not be limited to repeated action or inaction that is abuse or neglect. 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. Information requested by the Union on behalf of an Employee grievance which involves direct patient information cannot be released without the express approval by the resident. Any probationary employee may be discharged or disciplined by the Operator in its sole discretion. No question concerning the disciplining or discharge of probationary employees shall be the subject of the grievance or arbitration procedure.

The Grievance Procedure appearing under Section 25 is the minimum standard and shall apply to all cases of discipline of Union members except Operator Policies that provide greater protection shall be substituted as determined individually by each operator and SEIU. The Shop Steward may meet and discuss any disciplinary action of a Union member with Operator. The Operator retains the unilateral right to determine final resolution regardless of the meeting outcome. Arbitration shall apply only to discharge of an employee.

## **SECTION 13 SENIORITY**

Seniority shall be defined as the worker's length of continuous service with the Operator in the bargaining unit commencing with the date and hour 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 his/her continuous employment with the Operator within the bargaining unit covered by this Agreement.

Seniority shall accrue and not be lost during a worker's paid time off (PTO), and during any paid leave of absence.

A worker shall not accrue seniority while on Layoff or on an unpaid leave of absence.

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

Voluntary quit.

Discharge.

Failure to report to work after a Layoff, within three (3) days after receipt of written notice of recall sent by the Operator to the worker at his/her last address of record on file with the Operator or ten (10) days after written notice of recall is sent to the address that was last provided by the worker.

Layoff which either extends (a) in excess of six (6) consecutive months, or (b) for the period of the worker's length of service, whichever is less.

Absence from work without notifying the Operator.

Unauthorized failure to report to work at the expiration of a leave of absence pursuant to this Agreement.

Taking employment elsewhere during the period of a contractual leave of absence without the express consent of the Operator.

A worker whose seniority is lost for any of the reasons outlined above shall be considered as a new employee if the Operator again employs him or her. The failure of the Operator to rehire said worker after the loss of seniority shall not be subject to the grievance and arbitration provisions of this Agreement.

In the event the Operator finds it necessary and desires to reduce its staff by laying off workers, it shall notify the Union as expeditiously as possible of its intention, and shall inform the Union of the names of the workers who have been or who are to be laid off, as well as the effective date of the layoff.

In cases of layoff, probationary employees shall be laid off first without regard to their individual periods of employment. If all qualifications of the remaining workers, in the sole judgment of the Employer, are equal, the worker with the least seniority shall be laid off.

Whenever a vacancy occurs, workers who are on layoff shall be recalled with the last person laid off in that job classification being recalled first. Recall shall thereafter continue in reverse order of layoff.

Nothing contained herein shall deprive the Operator of the right, at its discretion, to hire a temporary employee for the duration of a worker's contractual leave of absence or for the duration of a worker's absence as a result of sickness, accident, or injury on the job, vacation or any other absence.

In the event a worker covered by this Agreement is offered and accepts a position outside the bargaining unit, such worker shall lose all of his/her seniority rights under this Agreement.

It shall be the responsibility of the worker to keep the Operator informed of his/her present address and telephone number and to notify the Operator, in writing of any such changes within two (2) days of the date of any change.

**SECTION 14 HOURS OF WORK, OVERTIME, SCHEDULING, MEAL AND REST PERIODS, PAY PERIODS, AND PAY DAYS**

The normal workweek shall be no more than forty (40) hours per week. The Operator reserves the right to modify the workweek or workday for some or all workers at its sole discretion. If the Operator operates the nursing home on an eight (8) and eighty (80) schedule it may continue that schedule. Consistent with applicable law, the Operator 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.

Overtime shall be paid in accordance with the Operator's Employee Handbook and federal and state law. The Operator may schedule mandatory overtime to meet the needs of the business. No overtime shall be worked unless approved in advance.

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

Employee work schedules shall be posted at least seven (7) days prior to the first workday on the schedule. Changes to the posted schedule may be made by the Operator to meet the needs of the business, including the right to send workers home after the start of their shift.

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. No such changes will be approved if they result in overtime.

The Operator will provide workers who work a full shift with a half-hour unpaid meal period.

The Operator will provide a fifteen (15) minute rest period during each four (4) hour half shift.

Pay periods and paydays shall be as outlined in the Operator's Policies.

## **SECTION 15 ECONOMICS**

This collective bargaining agreement shall not create an economic disadvantage to Operator by requiring increases in either bargaining unit worker pay, benefits, staffing and/or shift ratios that both were not adequately reimbursed by Operator's receipt of Medicaid revenue and prevented Operator's reasonable economic return on operations from the service of Medicaid residents at the nursing facility covered by this collective bargaining agreement. For purposes of this Agreement, "Operator's reasonable economic return on operations from the service of Medicaid residents" is defined as the Washington United for Quality Nursing Home Care's current consensus position on Medicaid reform during Phase 2 of the Agreement to Advance the Future of Nursing Home Care in Washington up until the time when that position is superseded by the actual language adopted into Washington law.

**Maintenance of Pre-Collective Bargaining Unit Cost Percent of Total Medicaid Revenue:** The parties agree that the current overall percent cost of total Medicaid revenues less quality Maintenance Fees allocated to wages and benefits represents the floor for total bargaining unit worker compensation and will not be reduced unless Operator's receipt of Medicaid revenues is subsequently reduced. Under this agreement the Operator has the right to reallocate dollars among the categories of employee benefits as provided in Sections 17 and 18, as long as the total bargaining unit employee compensation cost percentage of total Medicaid revenues less Quality Maintenance Fees is at least maintained at the pre-collective bargaining level. The parties agree that based upon either the most recent Medicaid cost report filed by Operator for the facility covered by this agreement or another financial cost measure mutually agreed upon by both Union and Operator, the total bargaining unit employee compensation cost equals 30% of Operator's total Medicaid revenue less Quality Maintenance Fees received during the same time period at the facility.

**Negotiation of Post-Collective Bargaining Agreement Changes in Medicaid Revenue:** The parties agree that the total amount of wages and benefits available to bargaining unit employees for negotiation under this collective bargaining agreement is directly linked (i.e., proportionate increase or reduction) to the Operator's level of net income from Medicaid revenue receipt (i.e., Medicaid revenue in excess of current operating costs) at the facility covered by this collective bargaining agreement. A portion of any new Medicaid revenues attributable to the Washington United for Quality Nursing Home Care's efforts will be applied as negotiated by the parties to wage, benefit, staffing level and/or shift ratio increases unless such changes have already been set by statutory or

regulatory mandate(s). Such new wage, benefit, staffing level and/or shift ratio increases or reductions shall apply to the parties only upon actual Operator receipt of the change in Medicaid revenue. A change in bargaining unit worker’s wage, benefit, staffing level and/or shift ratio that is both—in response to changes in Medicaid revenues received by Operator at the facility covered by this agreement and bargained for per the re-opener condition within Section 31 (Term of Agreement and Reopener) cannot be unilaterally modified by the Operator and must be bargained with the Union.

Any dispute between the parties about the application or interpretation of this Section in the context of Section 31 (Term of Agreement and Reopener) shall be submitted to an arbitrator and the decision of the Arbitrator shall be final and binding on the parties and workers. In evaluating economic proposals, the arbitrator shall consider all the factors normally considered in interest arbitration cases; provided, that to the extent the operator’s financial circumstances are considered, the arbitrator shall limit his/her consideration to the financial circumstances of the specific facility involved in the arbitration. Operators will not be required to provide their financial records to the union or arbitrators.

**SECTION 16 HIRING RATES AND WAGES**

2007 Wage Increase

All employees employed covered by this Agreement that are employed on the date of ratification will receive a wage increase of seventy-five (\$0.75) per hour. That increase will be retroactive to the period July 1, 2007, through the date of ratification for those employees that were also employed on those dates.

Subsequent Wage Increases

The Parties shall reopen the contract on or after July 1, 2008, to bargain over wage increases per the terms and conditions of Section 15 Economics and Section 31 Term of Agreement and Reopener. All such negotiated wage increases will apply to all paid hours from July 1, 2008, through June 30, 2009.

Wage Scale

Job Classification	Start	1 year	2 year	3 year	4 year	5 year	6 year	7 year	8 year
Activities Aide	\$9.00	\$9.27	\$9.55	\$9.84	\$10.13	\$10.43	\$11.52	\$11.87	\$12.22
Cook	\$9.00	\$9.27	\$9.55	\$9.84	\$10.13	\$10.43	\$11.52	\$11.87	\$12.22
Dietary Aide	\$8.35	\$8.60	\$8.86	\$9.12	\$9.40	\$9.68	\$9.97	\$10.27	\$10.58
Housekeeping/Laundry	\$8.15	\$8.39	\$8.65	\$8.91	\$9.17	\$9.45	\$9.73	\$10.02	\$10.32
NAC	\$10.00	\$10.30	\$10.60	\$10.91	\$11.23	\$11.56	\$11.91	\$12.27	\$12.64
NAR	\$9.50								
Restorative Aide	\$10.25	\$10.55	\$10.86	\$11.18	\$11.51	\$11.85	\$12.20	\$12.56	\$12.93
Floor Care Aide	\$9.00	\$9.27	\$9.55	\$9.84	\$10.13	\$10.43	\$10.43	\$10.43	\$10.43

The Operator agrees to meet and discuss the hiring rates for any new, covered job categories prior to implementation as long as the meeting occurs within thirty (30) calendar days after the Union receives notices of the rates.

Incentives and Bonuses

The Operator may, at its sole discretion, implant, modify, or eliminate incentives to hire new employees, encourage safe working practices, or for any other business reason.

**SECTION 17 PAID TIME OFF/HOLIDAY, SICK, VACATION**

**17.1 Paid Time Off**

All full-time employees (30+ hours per week) are eligible to receive PTO hours based on their length of service with the company. Paid Time Off (PTO) shall be awarded to eligible employees according to the following schedule based on their employment status:

**PTO Time Awarded Annually**

<b>Length of service</b>	<b>Full-time employee</b>
1 year	60 Hours
2 – 4 years	100 Hours
5 – 9 years	140 Hours
10 or more years	180 Hours

Where not explicitly noted above, paid time off shall be administered as outlined in the Operator’s paid time policies in the Employee Handbook. Prior to implementing any substantial and material change to paid time off benefits, the Operator shall notify the Union and will meet the Union to discuss the benefit changes provided the Union requests such a meeting within thirty (30) calendar days of receiving notice of the changes. If Operator’s foregoing modification results in less total compensation for workers in the bargaining unit, the Operator shall negotiate with the Union per the provisions of Section 15.

**17.2 Holidays**

The Operator recognizes the following six (6) holidays:

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

All part-time and full-time employees are eligible for Holiday Pay once they have completed ninety (90) days of service. Employees must work the holiday as well as each scheduled day before and after the holiday in order to receive Holiday Pay Benefit. Employees who meet the eligibility requirement will receive two (2) times their normal

hourly pay rate for Christmas and New Year's Day and one and a half (1.5) times their normal rate of pay for all other holidays.

Where not explicitly noted above, holiday pay shall be administered as outlined in the Operator's paid time off/holiday, sick, or vacation policies. Prior to implementing any substantial and material change to paid time off/holiday, sick or vacation benefits, the Operator shall notify the Union and will meet the Union to discuss the benefit changes provided the Union requests such a meeting within thirty (30) calendar days of receiving notice of the changes. If Operator's foregoing modification results in less total compensation for workers in the bargaining unit, the Operator shall negotiate with the Union per the provisions of Section 15.

## **SECTION 18 UNION LEAVE**

### **Extended Union Leave**

Workers may request an unpaid leave of absence to perform work for the Union with thirty (30) days notice to the Operator. 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 Operator will take the needs of the business into account, but will not unreasonably withhold approval of such leave or extension.

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

### **Short Union Leave (Unpaid)**

With thirty (30) days notice to the Operator, employees who are attending the Union's annual convention, the convention of SEIU, or who are requesting other short-term leave for Union business shall be granted unpaid release time for the duration of the Convention or event. Such leave shall be granted on a first-come, first-serve basis. The Employer may limit the numbers of employees granted leave to no more than five (5), and no more than one (1) from any department except nursing. Employees on unpaid union leave may utilize any earned PTO while on leave, and shall be entitled to any recognized, paid holiday which occurs while on such short leave if the employee would otherwise normally be entitled to the paid holiday.

### **Short Union Leave (Paid)**

The Employer shall grant up to eight (8) paid shifts per contract year for employees to engage in public advocacy for quality long-term care, as agreed between the Employer and the Union. The Employer shall make a good faith effort to maximize the number of

employees released on unpaid leave to attend one of the main days designated as public advocacy days by the Union.

**SECTION 19 INSURED BENEFITS**

The Operator shall pay seventy-five percent (75%) of the health insurance premium for full-time employees during the first full year the employee is enrolled in the Operator's health insurance plan. Starting in the second full year of enrollment, the Operator shall pay one hundred percent (100%) of the health insurance premium for full-time employees. The Operator also shall pay fifty percent (50%) of the dental insurance premium for full-time employees starting in the second year of enrollment.

Where not explicitly noted above, the Operator may implement, modify or eliminate health, dental, vision and/or disability benefits as outlined in Operator Policies. The Operator may select, change, eliminate or modify insurance carriers, benefit plans, benefit levels, employee co-pays and/or employee premiums. Prior to implementing any substantial and material change in insured benefits, the Operator shall meet with the Union to discuss the changes provided the Union requests such a meeting within thirty (30) calendar days of receiving notice of the changes. If the Operator's foregoing modification results in less total compensation for employees in the bargaining unit, the Operator shall negotiate with the Union per the provisions of Section 15.

**SECTION 20 RETIREMENT/401(K) PLAN**

The Operator will match twenty percent (20%) of all employee contributions to the Operator's 401(K) plan, up to a maximum of one thousand dollars (\$1000) per year.

Where not explicitly noted above, the Operator may implement, modify, or eliminate a defined benefit plan, a defined contribution plan, and/or a Retirement/401(k) Plan as outlined in the Operator Plan Documents. The Operator reserves the right to implement, modify or eliminate its Retirement/401(k) Plan and shall meet with the Union to discuss any substantial and material change provided the union requests such a meeting within thirty (30) calendar days of receiving notice of the changes. If Operator's foregoing modification changes a fixed cost component (i.e., negotiated and specified by the parties per the provisions of Section 15) of the bargaining unit's retirement/401(k) plan, the Operator shall negotiate with the Union per the provisions of Section 15. If, however, Operator's foregoing modification changes a variable cost component (i.e., voluntary employer contribution, stock option or something of the equivalent), of the bargaining unit's retirement/401(k) plan, the Operator need only comply with the requirements of this provision.

**SECTION 21 LEAVES OF ABSENCE**

Except where explicitly noted in Article 18 Union Leave, the Operator may implement, modify, or eliminate unpaid leaves of absence as outlined in its Operator Policies and consistent with all state and federal leave requirements. The Operator reserves the right

to modify its Leave of Absence policies, except as outlined below. The Operator will inform the Union of any material and substantial changes in its Leave of Absence policies prior to implementation.

**SECTION 22 BEREAVEMENT LEAVE**

PTO or unpaid leave is available in the event of a death of a family member or other individual requiring your attention. The Operator reserves the right to implement, modify or eliminate the Bereavement benefit. Prior to implementing any substantial and material change in the Bereavement benefit, the Operator 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.

**SECTION 23 JURY DUTY PAY**

When a worker is called for Jury Duty he/she shall be entitled to Jury Duty Pay as outlined in the Operator's Policies. The Operator reserves the right to implement, modify or eliminate the Jury Duty benefit. Prior to implementing any substantial and material change in Jury Duty benefit, the Operator 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.

**SECTION 24 NO-STRIKE CLAUSE (DURING TERM)**

At no time shall there be a strike at the facility organized under this Agreement. During the term of this Agreement or any written extension hereof, the Union, on behalf of its officers, agents and members, agrees that it will not cause, sanction or take part in any strike (whether it be economic, unfair labor practice, sympathy or otherwise), slowdown, walkout, sit-down, picketing, any kind of hand billing, stoppage of work, retarding of work or boycott, coordinating of sick-out, or any other activities which interfere, directly or indirectly, with the Employer's operations at this facility. The Operator agrees that there shall be no lockout at this facility during the life of this Agreement.

The Operator shall have the unqualified right to discharge or discipline any or all workers who engage in any conduct in violation of this Section.

Should any strike (whether it be economic, unfair labor practice, sympathy or otherwise), slowdown, walkout, sit-down, picketing, stoppage of work, retarding of work or boycott, whether it be of a primary or secondary nature, and/or any other activity which interferes, directly or indirectly, with the Operator's operation and/or the operation of any facilities for which the Operator provides services, the Union, within twenty-four (24) hours of a request by the Operator, shall:

Publicly disavow such action by the workers;

Notify the workers of its disapproval of such action and instruct them to cease such action and return to work immediately;

Post notices on Union bulletin boards advising that it disapproves such action, and instructing workers to return to work immediately.

The Union's actions detailed above in sections A, B and C, and the performance thereof, shall relieve the Union of liability for any damages suffered by the Operator as a result of the violation of this Section of the collective bargaining agreement.

The term "strike" shall include a failure to report for work because of a primary or secondary picket line at the Operator's premises, whether established by this or any other union and any slowdown, sit down, walk out, sick out or any withholding of labor during working hours for any unexcused reason.

#### **NO STRIKE CLAUSE (UPON TERM EXPIRATION)**

Upon the termination of this Agreement, this Section 24 (No Strike Clause) shall remain in full force prohibiting workers from engaging in work stoppage over labor contract disputes. The No Strike Clause shall survive the termination of this Agreement, and this language will automatically be included in all future contracts.

#### **SECTION 25 GRIEVANCE PROCEDURE**

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 Operator to answer a grievance at any step shall not be deemed acquiescence thereto and the Union may proceed to the next step. Workers have a right to Union representation for any grievance in dispute arising out the application of the Agreement. It is mutually understood and agreed that nothing herein will prevent a worker from discussing any problem with his/her supervisor or other representative of Management at any time, with or without his/her Union steward, prior to initiating a formal grievance. Failure to present a grievance within ten (10) business days of the date the Union or employee became aware of the issue shall nullify the grievance.

Grievances shall be handled in accordance with Operator's Policies, provided workers receive at least the minimum standard of grievance procedure as stated in this Section and with the exception that the last step in all grievances shall include a meeting between the Shop Steward and an operator representative.

Step I: The complaint must be presented to the Department Head within ten (10) business 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 Department Head will respond within ten (10) business days of the Step I meeting to affected worker(s) or the shop steward, unless the Operator--making a reasonable effort to research the issue--notifies the complainant in writing of reasonable cause existing for further delay. 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 reduced to writing and presented to the Facility Administrator within seven (7) calendar days of the Step I response or from the time the Department Head should have responded in Step I. The Union Field Representative or the Shop Steward and the Facility Administrator shall arrange a mutually agreeable date to meet within seven (7) calendar days from the receipt of such grievance for the purpose of attempting to settle the matter. The facility 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 Regional Director of Operations (RDO) or designee. The RDO or designee will respond in writing within ten (10) calendar days of receipt of the grievance or a meeting, whichever comes later.

The decision of the RDO or designee will be final except for issues involving employee terminations or in Section XV Economics.

## **SECTION 26 ARBITRATION PROCEDURE**

If a grievance over a worker's termination or Section 15 Economics is not settled under the Operator's grievance policy, the Union may refer it to arbitration within ten (10) days of the Operator's decision. No issues other than employee termination and Section 15 Economics are arbitrable under this Agreement. The Union's request for arbitration must be made in writing, by the tenth day, after the Operator's answer to the last step in the grievance procedure has been served on the Union, or the grievance will be deemed to have been resolved on the basis of the Operator's last answer and will not be arbitrable. It is understood and agreed that a decision of the Union not to exercise its right to request arbitration shall be final and binding upon the members of the bargaining unit, and further that the Union, through its designated representatives, has authority to settle any grievance at any step.

By mutual consent, the Union and the Operator may select a permanent Arbitrator or panel of Arbitrators who shall arbitrate grievances regarding worker terminations and Section 15, Economics. The Union shall submit the unresolved grievance in writing to the Arbitrator with a copy to Operator.

The Arbitrator may consider and decide only the particular grievance presented to him in a written stipulation by the Operator and the Union, and his 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 equally by the parties. Each party shall pay any fees of its own representatives and witnesses for time lost.

Occurrences prior to the execution date or subsequent to the expiration date of this Agreement shall not be subject to arbitration.

Since it is important that grievances and arbitrations be processed expeditiously, the number of days indicated at each level shall not be considered as merely procedural, but shall be deemed of the essence and any grievance shall be waived if not appealed to the next step or to arbitration within the time limits set forth herein.

The parties agree that the arbitrator shall accept a written statement signed by a resident or patient in lieu of their sworn testimony. The parties agree that neither shall call a resident or patient as a witness.

#### **SECTION 27 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.

#### **SECTION 28 NOTICE OF SALE**

In the event the nursing home covered by this Agreement is to be sold, assigned, leased or transferred, the Operator will notify the Union as soon as possible within the confines of any non-disclosure agreement, but no later than the time required for legal notice to notify the resident of the name and address of the new owners, assignee, lessee or transferee, and meet with the Union to negotiate over the effects of the transaction on bargaining unit workers.

**SECTION 29 MOST FAVORED EMPLOYER CLAUSE**

Upon request of Operator and effective immediately upon notice to the Union, any term or provision of this collective bargaining agreement except hiring rates and wage scales shall be changed and updated to mirror specific language that both: (1) appears in a subsequent collective bargaining agreement between Union and an operator member of Washington United for Quality Nursing Home Care; and (2) is more favorable for the Operator. If the Union asserts that Operator’s requested language change(s) fails to meet the foregoing condition “more favorable for the Operator,” and such requested language changes(s) arise within an arbitrable clause in this Collective Bargaining Agreement, the determination of whether it is truly “more favorable for the Operator” will be arbitrable. When changing specific language to mirror subsequent contract language that is more favorable for Operator, the Union and Operator shall amend this Agreement in writing and initial and date each such revision.

**SECTION 30 SINGLE BARGAINING UNIT**

If a majority of employees in a unit at another Washington nursing home that is controlled, managed or operated by the Operator—and that is identified pursuant to the procedures set forth in the Agreement to Advance the Future of Nursing Home Care in Washington (hereafter referred to as the “Advancement Agreement”)—authorize the Union to represent them, the Operator will recognize the Union and apply this collective bargaining agreement. The parties agree that the newly represented employees will be in a separate bargaining unit and have a separate contract, but that the separate contract will have identical non-economic terms to this contract. In the event that the Union and the Operator mutually agree to a card check recognition procedure at a facility covered by the Advancement Agreement, the Operator hereby expressly waives its right to a Board election.

This Article shall apply only to nursing homes organized by the Union in accordance with the Advancement Agreement. Upon the termination of the Alliance Agreement, or upon the Operator’s withdrawal from the Advancement Agreement, this Article will become null and void and of no effect. Notwithstanding the above, where employees have authorized the Union to represent them at a facility covered by the Advancement Agreement at a time when this Article is in effect, this Article shall apply irrespective of the Alliance Agreement’s subsequent termination or the Employer’s subsequent withdrawal from the Advancement Agreement.

**SECTION 31 TERM OF AGREEMENT AND REOPENER**

This Agreement shall be effective as of the date of the ratification of this Agreement, and shall remain in full force and effect unless amended by mutual written agreement of the parties through the end of the term June 30, 2009 and year to year thereafter provided, however, that either party may serve written notice on the other at least ninety (90) days prior to the expiration date, or subsequent expiration anniversary date, of its desire to

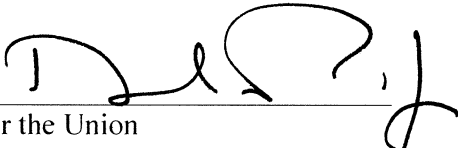
amend any provision hereof. Notwithstanding the above, the parties agree that either party may make a written request to reopen the Agreement for negotiations over wages and benefits consistent with Section 15 Economics up to sixty (60) days following Operator's receipt of written notification by an official and authoritative representative of Washington's Government reporting the specific scope of scheduled changes (i.e., increase or decrease) to the Medicaid skilled nursing facility rate net of any provider tax. If either party does not agree with the other's request to reopen the Agreement per the foregoing statement, the determination of whether "written notification by an official and authoritative representative of Washington's Government reporting the specific scope of scheduled changes to the Medicaid skilled nursing facility rate" exists shall be arbitrable under this Agreement. Since numerous historical examples exist of Washington's Government Representatives announcing scheduled Medicaid rate changes and then failing to implement such changes as specifically announced, the parties agree that any wages and/or benefit change agreement negotiated through the foregoing re-opener provision shall not be effective until Operator actually receives the rate change as specifically promised by the official and authoritative representative of Washington's Government.

Upon the termination of this Agreement, Section 24 No Strike Clause shall remain in full force prohibiting workers from engaging in work stoppage over labor contract disputes and Operator agrees to binding interest arbitration as defined below.

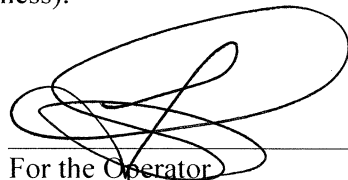
In evaluating economic proposals, Operator, Union and/or Arbitrator, shall consider factors normally considered in interest arbitration cases; provided, that to the extent the operator's financial circumstances are considered, the Operator, Union and/or arbitrator shall limit consideration to the financial circumstances of the specific Operator-facility involved in this Agreement. The Operator, Union and/or Arbitrator shall not establish a collective bargaining relationship that would create an economic disadvantage to Operator by requiring increases in worker pay, benefits, staffing levels and/or shift ratios that both were not adequately reimbursed by Medicaid revenues and prevented Operator's reasonable economic return on operation of the specific Operator-facility covered by this Agreement. Operator will not be required to provide financial records to Union or arbitrators. If Washington creates a voluntary mediation and binding arbitration process to resolve collective bargaining disputes, the parties will consider utilizing such services before proceeding to the traditional arbitration process. The provisions of this collective bargaining agreement shall be common to all future collective bargaining agreements at this facility, to the extent desired by Operator. Within the foregoing context, the parties agree that negotiations to renew the term of Agreement can be expanded to include up to the following eight topics.

1. Wages and economic benefits (i.e., increases or decreases in worker wages and economic benefits that are consistent with changes in Operator's receipt of Medicaid revenues).
2. Worker health and safety (i.e., worker training and/or capital equipment available to prevent on-the-job injury).

3. Immigration (i.e., update existing provision to reflect new legislation).
4. Discrimination (i.e., worker remedies for discrimination such as the potential creation of process for a neutral third party to adjudicate outcome and require worker use such internal process before seeking relief from EOC).
5. Training (i.e., create Taft-Hartley vehicle to fund bargaining unit employee training programs).
6. Career Development (i.e., create bargaining unit worker training programs that enable workers to pursue advanced professional development).
7. Job Security (i.e., create a fund for use by bargaining unit workers financially harmed when a nursing home is downsized or closed; if Union creates an economically competitive nursing registry that can serve Operator's facility, than give it right of first refusal for Operator's registry needs).
8. Non-adversarial problem resolution to improve: (a) bargaining unit worker recruitment and retention outcomes; (b) bargaining unit worker morale; (b) resident care and quality of life outcomes not related to staffing levels or shift ratios; and (3) efficiency of facility operation (i.e. create new policy and procedure that adds value to Operator's business).

  
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For the Union

12/21/07  
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Date

  
\_\_\_\_\_  
For the Operator

1/5/18  
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Date