

# **Collective Bargaining Agreement**

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between

**SEIU 775**

and

**Avalon Pullman**

**Effective January 1, 2020 to December 31, 2021**

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## **ARTICLE 1 – RECOGNITION**

### **SECTION 1.1 GENERAL**

This Agreement is between Avalon Care Center – Pullman, L.L.C. (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 Certified Nurse Assistants (NACs), Dietary Employees, Housekeeping Employees, and Laundry Employees, excluding supervisory employees as defined under the National Labor Relations Act, employed by the Employer at the following location:

Avalon Care Center  
1310 N.W. Deane  
Pullman, WA

### **SECTION 1.2 UNIT CLARIFICATIONS, ACCRETIONS AND/OR AGREEMENTS**

This Agreement shall also apply to any Employees who are added to the bargaining unit by unit clarification, accretion and/or Agreement of the parties.

### **SECTION 1.3 CREATION OF NEW CLASSIFICATIONS**

This Agreement shall also apply to any new classification(s) which may be established within the scope of duties now included within the covered bargaining unit.

## **ARTICLE 2 – DIGNITY AND RESPECT**

The Union and the Employer (including all managers, supervisors and employees) agree:

1. That ethical and fair treatment of one another is an integral part of providing high quality resident care.
2. To treat one another, regardless of position or profession, with dignity and respect.
3. To exhibit a personal, caring attitude toward each person and do so in ways that ensure courtesy, compassion, kindness and honesty.

The Union and the Employer shall be responsible for improving communications among all levels and shall be accountable for modeling and implementing the commitments of this section.

## **ARTICLE 3 - 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.

### **SECTION 3.1 FACILITY COMMITTEE**

The Employer and the Union will establish a facility-based Joint Labor Management Cooperation Committee within the facility. This committee will be composed of up to three (3) bargaining unit employees selected by the Union, the Union field representative when requested by the bargaining unit employee members of the committee and up to four (4) members of management. The Employer's Regional Vice President for Washington and/or its Regional Human Resources Director may attend committee meetings with advance notice to the Union field representative. 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 Employer 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. Employee members of the Committee will be provided up to two (2) hours of paid release time to attend these meetings, provided their absence from regular duties does not unduly disrupt the facility's operations. If such employees come in from time off to attend Committee meetings, their time will not be paid by the Employer.

## **ARTICLE 4 – DRUG FREE WORKPLACE**

Recognizing that abuse of drugs and alcohol is a significant problem in our society today and that it can affect not only the health and well being of those who abuse such substances, but also an employee's coworkers and residents with whose care and well-being employees are entrusted, the Employer is committed to addressing alcohol and drug abuse in an appropriate and effective manner.

### **SECTION 4.1 TESTING**

Circumstances under which testing will occur:

- A.** Pre-Employment. An applicant for employment must pass a pre-employment drug test before a hiring decision concerning the particular job for which an applicant has applied will become final.
- B.** Reasonable Suspicion. Employees are subject to testing when, in the Employer's judgment, reasonable suspicion exists that an employee may be under the influence of drug or alcohol while on the Employer's property and while conducting business related activities off the premises. Reasonable suspicion may be found in circumstances including but not limited to direct observation of drug or alcohol use or the manifestations of such use, including erratic behavior or a significant deterioration in performance, or a report of specific drug/alcohol use, possession, sale, solicitation or transfer. (**note:** employees will be informed of 'anonymous' reports of such conduct and offered the opportunity to volunteer for a drug screen, but will only be required to take a drug test if the report

is not anonymous). When an employee is subject to drug or alcohol testing as a result of reasonable suspicion, the test may be performed either on site, if permitted by law, or at a testing facility, but any tests indicating the presence of regulated drugs or alcohol shall be verified by an approved, state licensed and certified drug and alcohol testing facility using a “split sample” collection process. Testing shall be at the expense of the Employer. In the event that the employee tests negative, the employee will be immediately returned to work and made whole for any regularly scheduled time missed as a result of testing. Employees who are required to take a drug or alcohol screening will be informed of their right to consult a Union Advocate. As drug/alcohol screening is time sensitive, such consultation may not materially delay the testing process. If a Union Advocate is not available on site and cannot be reached by phone, the employee may request another co-worker be present during any questioning or discussion leading up to submission to a drug/alcohol screen.

## **SECTION 4.2 RECOGNITION OF TREATABLE PROBLEMS**

The Employer and the Union recognize that alcohol and chemical dependency are chronic and treatable conditions. The Employer and the Union support efforts which will enable the chemically dependent employee to remain employed so long as performance expectations are maintained and the employee is not found to be under the influence of illicit drugs, prescription drugs for which the employee has no current prescription, or alcohol while on duty.

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

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

## **ARTICLE 5 - MANAGEMENT RIGHTS**

The Employer retains the exclusive right to manage the business, to direct, control and schedule its operations and work force and to make decisions affecting the business, whether or not heretofore exercised, except as specifically limited by the express terms of this Agreement to: Hire, promote, demote, layoff, assign, transfer, suspend, discharge and discipline employees for just cause; establish or discontinue uniform incentive plans for employees in the same job classification; 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; determine the methods, procedures, materials and

operations to be utilized or to discontinue their use; determine the work duties of employees; promulgate, post and enforce reasonable 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; establish, change, combine or abolish job classifications; transfer employees, either temporarily or permanently, within programs and/or job classifications; and determine job qualifications, work shifts, work pace, work performance levels, standards of performance, and methods of evaluation of the employees.

The provisions of this Agreement do not prohibit the Employer from directing any person not covered by this Agreement from performing any task. The Employer, 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 Employer and shall not be subject to the grievance and arbitration provisions of this Agreement.

The foregoing statement of the rights of management and of Employer functions are not all-inclusive, but indicate the type of matters or rights, which belong to and are inherent in management. During the term of this Agreement or any subsequent Agreement, the Employer shall maintain the wages of workers covered by this Agreement, as of the effective date of this Agreement or any subsequent Agreement, unless explicitly modified by the terms of this or any subsequent Agreement. The Employer may modify the terms or conditions of employment of covered workers, which are specifically described in this Article and are not covered by the express terms of this agreement without bargaining over such decisions with the Union. However, the Employer will notify the Union of such proposed changes as soon as practical, but no less than thirty (30) days prior to implementing and negotiate with the Union regarding the effects of such decisions upon request. If the Employer wishes to modify terms or conditions of employment for which it has not specifically reserved rights in this Article and which are not covered by the express terms of this agreement, it shall notify the Union at least thirty (30) calendar days in advance of the proposed implementation of the change. Upon the Union's written request, the parties shall meet to negotiate the proposed change and/or its impact.

## **ARTICLE 6 - UNION MEMBERSHIP AND VOLUNTARY ASSIGNMENT OF WAGES**

Not later than (for persons hired after this agreement becomes effective) thirty (30) 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 send the original to the Union.

Upon voluntary signed authorization by a worker and a statement from the Union of the dollar amounts



due for each worker, the Employer agrees to deduct the Union dues, and remit it to the office of the Union not later than the 30th day of the month following the month in which the dues were deducted.

The Union shall indemnify and hold harmless the Employer with respect to any asserted claim or obligation or cost of defending against any such claim or obligation of any person arising out of the Employer deducting and remitting of Union dues. Once every month, the Employer shall inform the Union of new hires and terminated employees in the classifications listed herein in Article 1 Recognition.

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

The Employer 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, email address (if any), phone number, cell phone number (if any), 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.

## **ARTICLE 7 - UNION RIGHTS**

### **SECTION 7.1 ADVOCATES**

The Union shall designate up to two worker representatives per work shift as Advocates. The advocate position is the worker representative position responsible for handling grievances and for providing employee representation when requested by the employee during investigatory or disciplinary meetings with the Employer. 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 his/her work or the work of other workers of the Employer. Advocates will not be compensated by the Employer for time spent adjusting grievances unless such activities occur during the Advocate's regular work schedule, in which case he/she will be allowed a reasonable amount of paid release time for such activities.

Advocates shall maintain in confidence, information related to other employees which the Advocate becomes aware of during the course of his/her 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 minimizes interruption of the Advocate's duties as an employee.

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

Any written notifications required by this Agreement from the Employer or the Union shall either be mailed to the Union at its offices with a copy to an Advocate designated by the Union or sent via email to the designated Union representative with a copy to the designated Advocate. Notices sent via email shall be deemed to have been submitted in writing as of the date-stamp indicated on the receiving computer.

## **SECTION 7.2 ACCESS TO NEW BARGAINING UNIT EMPLOYEES**

A Worker Advocate and/or a Union representative will be allowed up to thirty (30) minutes at the end of the Employer orientation meeting to meet with the group of new bargaining unit workers. The Employer shall endeavor to provide at least seventy-two (72) hours-notice to the Worker Advocate or the Union Representative of a scheduled orientation unless the Employer adopts a fixed orientation schedule under which new employee orientations occur at the same time each month (e.g. the 3rd Wednesday of each month, every 4th Tuesday, etc.). If seventy-two (72) hours-notice is not possible, the Employer shall provide the notice as soon as practical.

The notice shall include names of new employees, department and shift. The worker representative will obtain prior supervisory approval before he/she will be released to participate in this meeting. Employees will not be required to clock out to attend the meeting.

## **SECTION 7.3 ADVOCATE TRAINING**

The Employer shall provide two Union-designated Advocates one 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 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 7.4 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 agrees that the Employer shall be provided with a copy of all notices prior to posting. The Union further agrees not to post or distribute any material, which is false or derogatory or inconsistent with the spirit of mutual collaboration inherent in this Agreement.

## **SECTION 7.5 UNION VISITATION**

An official representative 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 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.

Employer shall not unreasonably deny access to employee break areas during all working hours for above-stated reasons.

## **ARTICLE 8 – VACANCIES**

A vacancy is defined to mean any casual and regular 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.

The Employer shall post any vacancy for at least five (5) calendar days. The posting shall list a summary job description, any specific qualifications required for the position, the primary shift and whether the position is casual or regular full-time or part-time. The position shall be awarded to the most senior qualified applicant who bids on the position prior to the position being awarded to someone else or the Employer closing the posting.

Employees may bid on available postings by submitting a signed position interest for.

## **ARTICLE 9 - NO DISCRIMINATION**

### **SECTION 9.1 GENERAL PROVISIONS**

No worker or applicant for employment covered by this Agreement shall be discriminated against because of membership in the Union or activities on behalf of the Union. Neither the Employer nor the Union shall unlawfully discriminate for or against any worker or applicant covered by this Agreement on account of race, color, religious creed, national origin, tribal origin, ancestry, lawful political affiliation, physical handicap, medical condition, sexual orientation, gender, gender expression, genetic information, age, marital status, veteran status, or any other characteristic protected by law.

### **SECTION 9.2 GENDERED LANGUAGE**

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

### **SECTION 9.3 PRIVACY RIGHTS**

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's 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 section 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:

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 Employer additional proof of his/her immigration status.

Notwithstanding anything in this Section to the contrary, the Employer may take any and all actions related to verification of an employee's work status that are described in applicable Department of Homeland Security rules or regulations regarding employer conduct when a question of work authorization arises (such as upon receipt of a "no-match" letter from the Department of Social Security) as now in effect or as may be amended.

## **ARTICLE 10 - PROBATIONARY PERIOD**

All workers covered by this Agreement who are hired into (or who are transferred from one job classification to another) covered position, whether or not previously employed by the Employer shall be subject to a probationary period of ninety (90) days. A transferred employee who does not successfully complete his/her new probationary period may elect to return to the next available open position in the job classification previously held by the employee, provided that the employee has completed a total of at least ninety (90) days of employment in the previously held position(s). The Employer in its sole discretion may elect to extend this probationary period for up to an additional ninety (90) days. Such extension must be presented in writing to the worker with a copy to the Advocate identified by the Union, along with a written explanation of the reason(s) for the extension **before** the initial 90-day probationary period has expired. 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 Employer without recourse to the Grievance and Arbitration Procedure.

## **ARTICLE 11 - CATEGORIES OF EMPLOYEES**

### **SECTION 11.1 DEFINITIONS**

A regular **full-time employee** is one who is regularly scheduled to work a minimum of thirty (30) or more hours per week on the days of the week identified by the Employer. Full-time employees are eligible for all benefits or hourly differentials as provided for in the Employer's Policies.

A regular **part-time employee** is one who is regularly scheduled to work a minimum of twenty (20) or more but less than thirty (30) hours per week on the days of the week identified by the Employer. Whether part-time employees are eligible for Employer benefits or pay in lieu of benefits shall be determined in accordance with the Employer's Policies.

An **on-call employee** works based upon availability of work. On-Call employees may restrict the days of the week they are available to be scheduled for work, except that they must make themselves available to be scheduled to work at least two shifts that fall on a Friday, Saturday or Sunday per posted 4-week work schedule. Once the work schedule is posted, if an On-Call employee is not scheduled to work a shift which he/she identified as being available, the On-Call employee will not be obligated to work that shift unless he/she agrees to do so. This does not affect the Employer's ability to require mandatory overtime in cases of unanticipated staff call-offs.

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. The Employer will schedule Temporary employees to the same extent as the regular employee whose position they are temporarily covering.

On-call and/or temporary employees are not eligible for any benefits.

### **SECTION 11.2 CONVERSION OF POSITIONS**

If an On-Call employee averages twenty (20) hours a week or more over six (6) consecutive pay periods, excluding shifts such employee was scheduled to cover for an employee on a leave of absence who is scheduled to return, the employee or the Union may request that the Employer post a regular Full-Time or Part-time position. In determining whether posting a new position is practical, the Employer shall consider whether the specific shifts covered by the Part-Time or On-Call employees could reasonably be combined to a routine work schedule and any other factors that bear upon the likelihood of the need for such coverage being reasonably likely to continue into the foreseeable future. If the Employer determines it will not post a regular Full-Time or Part-Time position in response to the request to convert the hours into a position, it shall provide a written response to the employee and/or the Union within fifteen (15) calendar days, explaining its rationale for electing not to post such a position. Grievance timelines regarding disputes under this provision shall begin running from the date the Employer's written response is delivered.

If the Employer does post a position following such review, it shall be posted and filled in accordance with the provisions of Article 8 Vacancies of this Agreement. Employees bidding on such posted full-time or part-time positions may not restrict their availability.

### **SECTION 11.2.1 FULL-TIME/PART-TIME CNA/RNA WAGE SCALE**

If an On-Call CNA averages twenty (20) hours a week or more over six (6) consecutive pay periods, excluding shifts such employee was scheduled to cover for an employee on a leave of absence who is scheduled to return, the employee may request that his/her status be reviewed and wage rate be adjusted to be paid on the Full-Time/Part-Time CNA/RNA Wage in Section 16.1 of this Agreement. If an On-Call CNA fails to maintain an average of twenty (20) hours or more per week over three consecutive pay periods, the Employer may move his/her compensation back to the On-Call scale.

## **ARTICLE 12 - DISCHARGE, DISCIPLINE OR SUSPENSION**

### **SECTION 12.1 THE DISCIPLINARY PROCESS**

The Employer 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. The discipline process will include the concept of progressive discipline (i.e. verbal reprimand, written reprimands, the possibility of suspension without pay, and discharge), provided, however, the Employer may skip steps in the progressive discipline process based upon the seriousness of the offense up to and including immediately discharging an employee for serious misconduct in accordance with the principal of just cause. Grounds for discipline or discharge, including immediate discharge are set forth in the Employer's Employee Handbook. When evaluating the relevance of prior disciplines in justifying progressively more significant disciplinary action, the Employer shall consider how much time has passed since the prior discipline, how closely related the previous misconduct is to the current offense and the volume of prior disciplinary actions.

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 will only be released with patient identifying information redacted.

Any probationary employee may be discharged or disciplined by the Employer in its sole discretion. No question concerning the disciplining or discharge of probationary employees shall be the subject of the grievance or arbitration procedure.

A Union Field Representative or Advocate may meet and discuss any disciplinary action of a Union member with the Employer. Employees shall be notified of their right to request the presence of an Advocate at the beginning of any disciplinary meeting or investigatory interview the Employer believes may result in the employee's discipline. Employees (and, if present at the disciplinary meeting, the Union Field Representative or Advocate) will be provided with a copy of any written notice of disciplinary action. Arbitration shall apply only to unpaid suspension, or discharge of an employee.

Upon request of the affected employee records of disciplinary action(s) shall be removed from the

employee's personnel file eighteen (18) months after being issued, provided the employee has received no formal discipline in the interim. This provision shall not apply to disciplines issued for client abuse, client neglect, sexual or racial or discriminatory harassment or other behaviors that violates state or federal law. 13.2 Personnel File

The Employer shall maintain one (1) official personnel file for each employee, located at the primary administrative office for the worksite. Upon reasonable notice, an employee may inspect the records in his/her personnel file within three (3) business days of his/her request. With the employee's authorization, his/her Advocate and/or a Union field representative may inspect the employee's official personnel file.

### **Employee Signatures**

No information reflecting critically upon an employee except notices of discharge shall be placed in the employee's official personnel file that does not bear the signature of the employee. The employee shall be required to sign material to be placed in his/her official personnel file provided the following disclaimer (or substantially similar language) is included:

“Employee's signature confirms only that management has discussed and given a copy of this material to the employee. The employee's signature does not indicate agreement or disagreement with the contents of this material.”

If an employee is not available within two (2) working days or refuses to sign the material, the Employer may place the material in the file and note the employee's refusal in place of the signature.

### **Statements**

Employees shall be entitled to attach a written explanation(s) or opinion(s) regarding any critical material placed in his/her personnel file. The employee's explanation or opinion shall be included as part of the employee's personnel file so long as the critical material remains in the file.

### **File Materials**

Incorrect material shall be removed from an employee's personnel file upon request. Material relating to disciplinary actions which have been overturned as well as the material which an employee has requested be removed in accordance with the provisions for the 18-month conditional removal, specified in Section 12.1 and any Disciplinary actions that have been removed from an Employee's personnel file may not later be used against the employee to support escalation of future disciplinary actions.

## **ARTICLE 13 - SENIORITY, LAYOFF, LOW CENSUS AND RECALL**

### **SECTION 13.1 SENIORITY**

Seniority shall be defined as the employee's length of continuous service with the Employer in a regular full-time, part-time or casual position in the bargaining unit commencing with the date on which the employee first began work in a bargaining unit position (on-call, and/or temporary employees shall not accrue seniority while in such positions, but shall maintain any previously accrued seniority).

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 Employer within the bargaining unit covered by this Agreement.

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

An employee shall lose accumulated seniority and seniority shall be broken for any of the following reasons:

1. Voluntary quit.
2. Acceptance of a position with the Employer that is outside the bargaining unit and not covered by this Agreement.
3. Discharge for just cause.
4. Failure to report to work after a layoff, within ten (10) calendar days after written notice of recall is sent to the address that was last provided by the employee.
5. Layoff which either extends: (a) in excess of six (6) consecutive months, or (b) for the period of the employee's length of service, whichever is less.

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

### **Adjusting On-Call/Temporary Employee Seniority Dates**

If an employee is hired into an on-call or temporary position and later is awarded a regular full-time, part-time or casual position, his/her seniority date shall be the date he/she was awarded the regular position.

If an employee's status changes from full-time, part-time or casual to on-call (except due to layoff), he/she will not accrue seniority while in the on-call position but will maintain seniority accrued up to the date on which the employee's status changed to on-call. If such employee is later awarded a regular full-time, part-time or casual position again, his/her seniority date will be adjusted by adding the number of calendar days the employee was in an on-call position to the employee's seniority date to determine his/her adjusted seniority date.

**Example:** A full-time employee hired on February 1, 2005 into a regular full-time position has his/her status changed to on-call on July 1, 2008. On July 1, 2010 the employee is awarded a part-time bargaining unit position. The employee's seniority would be as follows:

<b>Date Seniority Measured</b>	<b>Event</b>	<b>Seniority/Adjusted Seniority Date</b>	<b>Credited Seniority</b>
July 1, 2008	Status change to On-Call	February 1, 2005	3 years, 5
July 1, 2009	1 year in On-Call Status	February 1, 2006	3 years, 5
July 1, 2010	Awarded Part-Time position	February 1, 2007	3 years, 5
July 1, 2012	2 years in Part-Time position	February 1, 2007	5 years, 5



## SECTION 13.2 LOW CENSUS

In the event of a temporary decrease in occupancy and/or the level of care required by residents in the facility to the extent that there is insufficient work to require the normal staffing, the Employer shall have the option to assign low census days/hours to employees. Low census days/hours shall be assigned pursuant to the following procedure.

1. The Employer shall first consider whether employees in the job classification and unit that is experiencing low census for the shift can be reassigned to another unit (and/or, where appropriate, another job classification) for which the employee is qualified. Unless specific, documented resident care needs are overriding, Such reassignment shall be made to the least senior employee in the job class without rotation (this *only* applies to low-census-driven floating assignments. Floating required to cover unexpected staff vacancies may be equitably rotated among staff based upon resident care needs). No employee shall suffer a reduction in his/her pay due to such temporary reassignment.
2. If reassignment is not appropriate, unless specific, documented resident care needs are overriding, low census call-offs shall be made in accordance to the following:
  - a. Employees shall first be asked to volunteer to take a low census day/hours (the Employer may provide opportunity for employees to indicate interest in "volunteering" census in advance and may assume individuals who do not "sign up" do not wish to volunteer, rather than having to inquire of each scheduled employee within the job class).
  - b. If there are an insufficient number of volunteers to accomplish the necessary reduction then employees shall be designated by the Employer to take a low census day off. Assignments of low census days/hours shall be rotated among the staff in affected departments so that no employee in a department shall be required to take a second low census day until all employees in the department shall have taken a low census day. Low census assignments shall initially be made in the reverse order of seniority. After all employees in a department 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 Show-Up pay, if applicable). However, employees may use available vacation time.
  - c. Should an employee be called off out of turn in the rotation, his/her remedy will be to be skipped in the rotation when his/her "turn" next comes up.
  - d. If an employee is called off due to low census, the employee shall be eligible to have the hours he/she was scheduled to work count as time worked for the following, including but not limited to:
    - Eligibility for benefits
    - Waiting periods under health insurance and other fringe benefit plan
    - Vacation and, sick leave accrualsThe employee may have to complete a form requesting such "credit" if the Employer's time & attendance system is not set up to automatically track low census hours.
3. It is understood that reduction in hours due to low census is expected to be a temporary state. In the event bargaining unit employees within the same job classification or department are

assigned low census time off on a majority of the days during a forty-five (45) calendar day period, the Employer and the Union shall meet within ten (10) calendar days of the Union's request to discuss alternatives, including the feasibility of implementing the layoff provisions of this Agreement.

Notwithstanding, the Union may request a meeting with the Employer at any point of low census to discuss appropriate solutions, if it is determined that reduction in hours is causing significant distress and economic impact to bargaining unit employees.

### **SECTION 13.3 LAYOFF PROCESS**

In the event the Employer finds it necessary and desires to reduce its staff by laying-off employees, it shall do so by job classification and shift and use the following process:

1. **Notice** The Employer shall identify the: 1) job class, 2) shifts and/, 3) unit where it has determined that staff reductions need to be implemented as well as the number of hours per (or number of shifts per) pay period to be eliminated and shall provide written notice of the pending layoff to the Union and to affected employees. Unless specific, documented resident care needs are overriding, the least senior employee(s) in the affected job class, whose regularly scheduled hours are within the number identified for reduction on the shift and unit identified for the reduction, will be displaced from their positions first. Notice shall also be sent to the employees within the affected job class on all units and shifts who have less seniority than the employees who are being initially displaced from their positions advising them that, they may be subjected to layoff and/or displacement from their current positions, depending upon the "bumping" decisions made by more senior displaced employees.

Such written notice shall be sent as expeditiously as possible but at least twenty-one calendar days in advance of the effective date of the proposed layoff and shall identify the effective date of layoff. The notice to the Union shall also include the names of all employees who are subject to being displaced by the layoff and indicate whether there were specific, documented resident care needs the Employer has deemed to be sufficient factors to override a senior employee's seniority. A current seniority list of all bargaining unit employees shall be provided with layoff notice.

2. **Meeting:** Upon the Union's request the Employer and the Union shall meet as soon as practical following receipt of the Notice of Layoff to review any potential alternatives to layoff as well as the layoff process and the options available to employees displaced by the layoff to bump into positions of the least senior employees as provided in this Section.
3. **Employee Options:** As soon as practical prior to the effective date of the layoff, the Employer and a Union representative shall meet with each employee whose position has been identified for reduction to provide the employee with his/her "bumping" options, beginning with the most senior employee.
4. **Bumping:** Beginning with the most senior employee whose position has been identified for reduction/elimination, employees will be offered the opportunity to elect to "bump" into/displace less senior employees as follows:

- a. **Positions:** When presenting options, employee names will not be associated with their positions. Employees making selection decisions will only see scheduled hours/pay period, unit and shift associated with positions they may consider bumping into.
- b. **Same Unit:** Displaced employees may look to bump into the position of the least senior employee in the job class on the same unit on another shift. If that employee's position does not have as many regularly scheduled hours/pay period as the Displaced employee's position, the Displaced employee may look to the position of the least senior employee in the job class on the same unit with an equivalent number of regularly scheduled hours or he/she may bump into the least senior employee's position with fewer hours and accept a partial layoff, OR
- c. **Same Shift:** Displaced employees may look to bump into the position of the least senior employee on the same shift on a different unit. If that employee's position does not have as many regularly scheduled hours/pay period as the Displaced employees position, the Displaced employee may look to the position of the least senior employee in the job class on a different unit on the same shift with an equivalent number of regularly scheduled hours or he/she may bump into the least senior employee's position with fewer hours and accept a partial layoff, OR
- d. **Within Job Class:** Displaced employees may at any time look to "bump into" the position of the least senior employee in the job class on any shift/unit with an equivalent number of regularly scheduled hours/pay period.
- e. **Displaced Employees:** Employees shall be considered to be "Displaced" either if their positions were identified for reduction/elimination, or if a senior employee "bumped" into their position. Once displaced, an employee will be advised of his/her "bumping" options in order of his/her seniority along with all other Displaced employees.
- f. **Cross-Classification Bumping:** Displaced employees who are unable to secure a position with equivalent regularly scheduled hours on any shift or unit within his/her current job classification, may look to the least position held by the least senior employee with equivalent regularly scheduled hours in another bargaining unit job classification previously held by the Displaced employee.
- g. **Equivalent Hours:** A position shall be considered to have equivalent regularly scheduled hours if there is not more than eight (8) hours per day period difference in the number of regularly scheduled hours.
- h. **Probationary Employees:** Probationary employees shall not be eligible for bumping under this provision.

## SECTION 13.4 RECALL

Whenever a vacancy in a bargaining unit position occurs, it shall be posted and such posting shall be sent to employees who are on layoff for less than twelve (12) months or the employee's length of service, whichever is less. Such posting shall be sent at least seven (7) calendar days prior to being filled. Such Employees may bid on any posted vacancies and shall have their seniority considered. While on layoff, employees may elect to work as on-call employees and will be given priority for open shifts up to their pre-layoff scheduled hours per pay period before such shifts are awarded to regular on-call employees or to regular full time or part time employees wishing to pick up "extra shifts".

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

It shall be the responsibility of the employee to keep the Employer informed of his/her present address and telephone number and to notify the Employer, in writing of any such changes within) seven (7) days of the date of any change.

## **ARTICLE 14 - HOURS OF WORK, OVERTIME, SCHEDULING, MEAL AND REST PERIODS, SHOW-UP PAY, PAY PERIODS, AND PAY DAYS**

### **SECTION 14.1 NORMAL WORK WEEK**

Employer's work week is the seven consecutive calendar days from Sunday through the following Saturday. The normal workweek shall be no more than forty (40) hours per week. The Employer reserves the right to modify the workweek or workday for some or all workers after providing the Union with written notice of the proposed modification and the opportunity to negotiate regarding the effects of such modification prior to implementing the changes. 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 OVERTIME**

Overtime shall be paid at the rate of one and one half (1 ½) times an employee's regular rate of pay for all hours worked after forty (40) per week. The Employer may schedule mandatory overtime to meet the needs of the business. No overtime shall be worked unless approved in advance. Mandatory overtime shall not become a normal staffing practice. The Employer will consider individual employee circumstances on a case-by-case basis, prior to scheduling mandatory overtime. After said considerations are resolved, when scheduling mandatory overtime, the employer will rotate assignment of overtime based upon reverse seniority.

Extra shifts shall be offered on a voluntary and equitable basis in rotating seniority order, except that management may elect to offer time to employees who are able to work at straight time pay before offering it to employees who would earn one and one half (1 ½) times their regular rate of pay. In the event the Employer implements an electronic scheduling system that can automatically notify employees via text message of extra-work opportunities due to vacant shifts, such work assignments will be awarded as follows:

- A. If the available shift will start in less than 18 hours, it may be awarded to the most senior qualified employee who expresses an interest before the staffing decision must be made, subject to the rotating seniority order, where the employee who responds will not incur overtime either during the

extra shift, or later during a regularly scheduled shift, as a result of working the extra shift. If no employees who respond would be able to cover the shift without incurring overtime, the shift will be awarded to the first qualified employee who responds.

- B. If the available shift will start in more than 18 but less than 48 hours, it will be awarded to the most senior qualified employee, subject to the rotating seniority order, who will not incur overtime either during the extra shift, or later during a regularly scheduled shift, as a result of working the extra shift and who responds within four (4) hours of the time the text is sent. If no employees who respond would be able to cover the shift without incurring overtime, the shift will be awarded based upon the same criteria but to the senior qualified employee who would incur overtime.
- C. If the available shift will start in more than 48 hours, it will be awarded to the most senior qualified employee, subject to the rotating seniority order, who will not incur overtime either during the extra shift, or later during a regularly scheduled shift, as a result of working the extra shift and who responds within twenty-four (24) hours of the time the text is sent. If no employees who respond would be able to cover the shift without incurring overtime, the shift will be awarded based upon the same criteria but to the senior qualified employee who would incur overtime.

### **SECTION 14.2.1**

Employees who do not receive texts will need to indicate to the scheduler if they are interested in being offered extra shifts, and if so, what days and times they are willing to come in. These employees will be considered for bonus shifts offered in the situations detailed in section 14.2 above.

### **SECTION 14.3 WORK SCHEDULES**

The Employer 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. The Employer retains the right to adjust work schedules to maintain an efficient and orderly operation. After a schedule has been posted, the employee and the Employer must mutually agree upon any change except that the employee's scheduled shift may be shortened or cancelled due to low census.

When developing work schedules, the Employer will endeavor where possible without scheduling employees for more than five (5) consecutive shifts in a row, to schedule employees for work shifts and days off that fall on consecutive calendar days to the extent such schedules may be feasibly developed without generating overtime pay.

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.

No employee covered by this agreement will be assigned or scheduled to work a split shift except by his or her own request. If requested to do so, an employee may either accept or decline that request without fear of disciplinary action. For the purpose of this section, a split shift shall be defined as an

employee working more than one work shift within a calendar day.

The Employer shall make a good faith, reasonable effort to schedule all full-time employees for at least one (1) weekend off in each consecutive three (3) weekends, and to schedule regular part-time employees for at least one (1) weekend off in each consecutive four (4) weekends. Where continuous weekend work is mutually agreed between the Employer and the employee this paragraph may be waived. On Call employees will be scheduled for weekend shifts in accordance with their stated availability in accordance with the definition of On Call in this CBA. It is understood that this provision does not guarantee ~~and~~ the frequency of an employee being scheduled off on weekends, but requires only that a good faith effort be made.

#### **SECTION 14.4 MEAL AND REST PERIODS**

Employees shall be allowed a one-half (1/2) hour unpaid, uninterrupted meal period scheduled as near as possible to the middle of the employee's shift in the event the shift is five (5) hours or longer. No employee shall be required to work more than five (5) consecutive hours without a meal period. Employees who's meal periods are interrupted or who are otherwise unable to take an uninterrupted 30 minute meal period, are expected to submit a time clock adjustment form to payroll so that the employee can be appropriately paid for all hours actually worked.

The Employer will provide a fifteen (15) minute paid rest period during each four (4) hours of work.

#### **SECTION 14.5 SHOW-UP 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 one-hour's pay at his/her regular rate and be released from the remaining hours of his/her shift.

#### **SECTION 14.6 PAY PERIODS AND PAY DAYS**

Pay periods and paydays shall be as outlined in the Employers Policies. Employees are paid every two weeks (bi-weekly). The work week begins on Sunday and ends the following Saturday night. Employees will be paid within ten (10) calendar days following the close of the pay period. If the normal pay day falls on a holiday recognized by Avalon, employees will be paid one workday before the regularly scheduled payday.

#### **SECTION 14.6.1 ACCESS TO PAYROLL INFORMATION**

The Employer will provide employees with a Payroll contact number they can call to obtain assistance in accessing their Payroll information from the internet and in printing such information.

## ARTICLE 15 - HEALTH & SAFETY

### SECTION 15.1 HEALTH AND SAFETY

The Facility will maintain a safe and healthful work place, including providing required vaccinations and screenings in compliance with all federal, state and local laws applicable to the safety and health of its employees.

Employees are encouraged to report any unsafe conditions to their supervisors.

### SECTION 15.2 CPR TRAINING REIMBURSEMENT

The Employer shall endeavor to have an individual on staff who is properly credentialed to provide CPR training, it will provide such training for any employee covered by this agreement, who are required to as a condition of employment to maintain their Certified Nursing Assistant (N.A.C.) license.

## ARTICLE 16 - HIRING RATES AND WAGES

### SECTION 16.1 WAGE SCALE

Effective the first full pay period beginning on or after ratification of this Agreement, all employees covered by this Agreement, shall be placed on the step of the following wage scale corresponding with their continuous length of service with any experience credit given at time of hire included:

Length of Service & Experience Credit	Nursing Assistant (Non Certified)	On Call CNA Restorative Aide	Full-Time/Part-Time CNA Restorative Aide	Cook* Dietary Aide Housekeeper Laundry Assistant
Base Rate	\$13.75	\$14.25	\$15.25	\$13.65
After 1 Year		\$14.50	\$15.50	\$13.80
After 2 Years		\$14.75	\$15.75	\$13.95
After 3 Years		\$15.00	\$16.00	\$14.10
After 4 Years		\$15.25	\$16.25	\$14.25
After 5 Years		\$15.50	\$16.50	\$14.40
After 6 Years		\$15.75	\$16.75	\$14.60
After 7 Years		\$16.00	\$17.00	\$14.80
After 8 Years		\$16.25	\$17.25	\$15.00
After 9 Years		\$16.50	\$17.50	\$15.20
After 10 Years		\$16.75	\$17.75	\$15.40
After 11 Years		\$17.00	\$18.00	\$15.65
After 12 Years		\$17.25	\$18.25	\$15.90
After 13 Years		\$17.50	\$18.50	\$16.15
After 14 Years		\$17.75	\$18.75	\$16.40
After 15 Years		\$18.00	\$19.00	\$16.65
20+ Years		\$18.25	\$19.25	\$16.90

\* Cooks will start at not less than the After 3 Years Step and progress up the scale in conjunction with their employment anniversary dates as if they had 3 years of service at time of hire.

Effective on January 1, 2021, all employees covered by this Agreement, shall be placed on the step of the following wage scale corresponding with their continuous length of service/ experience credit as described herein:

Length of Service & Experience Credit	Nursing Assistant (Non Certified)	On Call CNA Restorative Aide	Full-Time/Part-Time CNA Restorative Aide	Cook* Dietary Aide Housekeeper Laundry Assistant
Base Rate	\$14.00	\$14.50	\$15.50	\$13.90
After 1 Year		\$14.75	\$15.75	\$14.05
After 2 Years		\$15.00	\$16.00	\$14.20
After 3 Years		\$15.25	\$16.25	\$14.35
After 4 Years		\$15.50	\$16.50	\$14.50
After 5 Years		\$15.75	\$16.75	\$14.65
After 6 Years		\$16.00	\$17.00	\$14.85
After 7 Years		\$16.25	\$17.25	\$15.05
After 8 Years		\$16.50	\$17.50	\$15.25
After 9 Years		\$16.75	\$17.75	\$15.45
After 10 Years		\$17.00	\$18.00	\$15.65
After 11 Years		\$17.25	\$18.25	\$15.90
After 12 Years		\$17.50	\$18.50	\$16.15
After 13 Years		\$17.75	\$18.75	\$16.40
After 14 Years		\$18.00	\$19.00	\$16.65
After 15 Years		\$18.25	\$19.25	\$16.90
20+ Years		\$18.50	\$19.50	\$17.15

\* Cooks will start at not less than the After 3 Years Step and progress up the scale in conjunction with their employment anniversary dates as if they had 3 years of service at time of hire.

### SECTION 16.1.1 NON-CERTIFIED NURSING ASSISTANTS

NAs will be moved to CNA Base rate upon receipt of certification. NAs who fail to acquire certification within period required by law will not be permitted to work as an NA and will be terminated if no other suitable positions are available as they cannot lawfully continue work as an NA.

### SECTION 16.1.2 - 15 YEAR & 20 YEAR STEP EMPLOYEES

Employees who do not receive a step increase in conjunction with their 2020 or 2021 anniversary dates because they are at either the 15 or 20 Year steps of the wage scale and are not eligible for a step increase shall receive a lump-sum, Longevity Recognition bonus calculated by multiplying the employee's paid hours for the 26 pay periods preceding the pay period in which the employee's anniversary date falls by 1% of the employee's base wage rate. Such Longevity Bonus shall be paid no later than on the payroll for the pay period following the pay period in which the employee's anniversary date falls.

### SECTION 16.2 NEW BARGAINING UNIT POSITIONS

The Employer agrees to meet and discuss the hiring rates for any new covered positions prior to implementation as long as the meeting occurs within thirty (30) calendar days after the Union receives notice of their rates.



### **SECTION 16.3 PLACEMENT ON WAGE SCALE – EXPERIENCE CREDIT**

The Employer may hire a new employee above the Base Rate for his/her job classification provided: 1) the employee is not placed on a step higher than the employee's documented years of relevant experience, and 2) it does not place the employee on the scale above any current employee in the job class with the same or more relevant experience. When a new bargaining unit employee is hired above the base rate, the Employer shall clearly document in his/her Personnel File the step of the Scale the employee was awarded and the rationale for such placement. Such employees shall advance to the next step on the Wage Scale the first full pay period beginning on or after the employee's anniversary date as if he/she had the requisite years of continuous service required to achieve that step.

### **SECTION 16.4 WORK IN HIGHER PAID JOB CLASSIFICATION**

Employees who are assigned to work in a specific job classification for all their regularly scheduled shifts, shall be paid at least that rate for all hours they work. Employees who occasionally work in a higher paid job classification shall be paid the rate applicable to the higher paid job classification for any shifts worked in such higher paid job classification. To be considered to be working in a higher-paid job classification, the employee must be assigned to assume all the primary duties of the higher paid position for at least four (4) continuous hours.

### **SECTION 16.5 MINIMUM WAGE ADJUSTMENT**

The Base hourly pay rate for any job classification covered by this Agreement shall be at least ten cents (\$0.10) per hour greater than the Washington State minimum wage. If the Washington State minimum wage is raised above the applicable base hourly wage rate shown in the above wage scales, the affected base hourly wage rates will automatically be increased by the amount necessary to maintain those base rates at least \$0.10 above the minimum wage rate. Steps above the base wage rate subject to such increases applicable to the affected job classifications will be recalculated to maintain the affected wage scale's then existing percent difference between steps.

### **SECTION 16.6 SHIFT DIFFERENTIALS**

For all hours worked on the evening shift (2pm-10pm), Certified Nursing Assistants shall receive a thirty-five cent per hour (\$0.35/hr) shift differential in addition to their base wage.

For all hours worked on the night shift (10pm-6am), Certified Nursing Assistants shall receive a seventy-five cent per hour (\$0.75/hr) shift differential in addition to their base wage.

### **SECTION 16.7 INCENTIVES AND BONUSES**

Except for the bonuses described in Sections 16.8 and 16.9 below, the Employer may, at its sole discretion, 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.

## SECTION 16.7.1 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 during their regular meetings.

## SECTION 16.8 SHIFT BONUS

During the term of this Agreement, the Employer shall have the unilateral right to initiate, discontinue and/or “place on hold” a Shift Bonus for CNAs as described in this Section. The Employer may also, in its sole discretion, limit the applicability of the Shift Bonus to shifts falling on specific days of the week; all subject to the following:

- A. The Employer shall post a written notice at least one full monthly work schedule before stopping the Shift Bonus, placing the Shift Bonus on “hold,” or limiting its applicability to specific days of the week. Written notice will also be transmitted concurrently to the Union (email notice shall be sufficient).

The Employer shall also post a written notice if it re-activates a Shift Bonus after having discontinued it or placed it on hold. Such notices shall be posted conspicuously near the time-clock and transmitted to the Union.

- B. For purposes of the Shift Bonus, an “extra shift” shall mean an open shift a Full-Time or Part-Time CNA agrees to work **after** the monthly work schedule has been posted. During the six (6) full monthly schedules following a Full-Time CNA’s change of status to Part-Time, only shifts in excess of the CNA’s prior regular work schedule worked shifts in a workweek will be considered “extra shifts” eligible for the Shift Bonus (i.e. if the CNA was regularly scheduled 5 shifts per week as a full-time CNA, only shifts in excess of 5 shifts will count, if the CNA was regularly scheduled only 4 shifts per week, shifts in excess of 4 shifts will count during this 6-month period).
- C. CNAs working such an extra shift as scheduled shall receive a \$5.00 per hour premium (\$10.00 for night shifts) in addition to their base rate or overtime rate of pay, whichever rate otherwise applies to the shift worked. The Shift Bonus will be paid provided the CNA:
  - 1. works all scheduled shifts for the pay period in which the extra shift occurs, and
  - 2. completes and submits a Shift Bonus request form to the Administrator, Director of Nursing, or Scheduler by 2:00 p.m. on the first Wednesday immediately following the pay period in which the extra shift was worked, and
  - 3. has no overdue Relias training courses; **provided**, the CNA is notified in writing of any overdue Relias courses prior to working the bonus shift. **Note:** Unless specifically directed otherwise in writing, CNAs will be allowed to login and complete assigned Relias courses from outside the facility. Such CNAs are expected to complete a Time Card Adjustment form and submit it to their supervisor in order to be paid for time spent completing required Relias training courses.
- D. Notwithstanding any other provision of this Agreement to the contrary, the Employer may call off a CNA working an extra shift before other CNAs not working an extra shift, unless the CNA signs a written waiver of the Shift Bonus for that shift.

## SECTION 16.9 ATTENDANCE BONUS

Employees covered by this Agreement shall be eligible for an "Attendance Bonus" when they work all scheduled work shifts falling within any of the following two-pay period (4 work weeks) periods identified below and satisfy other criteria below:

Period Start	Period End	Period Start	Period End	Period Start	Period End
12/22/2019	1/18/2020	8/30/2020	9/26/2020	5/9/2021	6/5/2021
1/19/2020	2/15/2020	9/27/2020	10/24/2020	6/6/2021	7/3/2021
2/16/2020	3/14/2020	10/25/2020	11/21/2020	7/4/2021	7/31/2021
3/15/2020	4/11/2020	11/22/2020	12/19/2020	8/1/2021	8/28/2021
4/12/2020	5/9/2020	12/20/2020	1/16/2021	8/29/2021	9/25/2021
5/10/2020	6/6/2020	1/17/2021	2/13/2021	9/26/2021	10/23/2021
6/7/2020	7/4/2020	2/14/2021	3/13/2021	10/24/2021	11/20/2021
7/5/2020	8/1/2020	3/14/2021	4/10/2021	11/21/2021	12/18/2021
8/2/2020	8/29/2020	4/11/2021	5/8/2021	12/19/2021	1/15/2022

The Attendance Bonus shall be \$0.25/hour calculated on the employee's worked hours during the qualifying period. To be eligible for the Attendance Bonus, an Employee must meet each of the following criteria:

- A. The Employee must have successfully completed his/her 90 day Probationary Period prior to the beginning of the work period for which an Attendance Bonus is sought;
- B. The Employee must work every scheduled work shift during one of the 4-consecutive workweek periods identified above, unless called off by the Employer due to low census;
- C. The Employee must have a minimum of 120 worked hours (paid leave hours are not counted) during the qualifying period.
- D. The Employee must have no overdue Relias training courses;
- E. The Employee must complete and submit an Attendance Bonus request form to the Administrator, Director of Nursing, or Scheduler by 2:00 p.m. on the end of the pay period immediately following the Attendance Bonus qualifying period;

If approved, the Attendance Bonus will be paid with the regular payroll for the pay period immediately following the Attendance Bonus qualifying period.

## ARTICLE 17 – VACATION

Vacation benefits for employees covered by this Agreement shall be as follows:

## **SECTION 17.1 ELIGIBILITY**

Paid vacations are available to full-time and part-time employees.

## **SECTION 17.2 VACATION NOTIFICATION AND SCHEDULING**

The employee shall submit a request for vacation leave to the Employer as far in advance as possible. Vacation leaves shall be scheduled keeping in mind the best interest of patients and residents and the need for adequate staffing. Employer Supervisors shall respond in writing within 2 (two) weeks of the date of a vacation request is received, assuming that such requests were made thirty (30) days in advance of the first requested day off. The Employer shall grant vacation requests on the basis of seniority, except in situations where other employee's vacation leave in the same department has already been granted and in the Employer's view additional vacation leaves for the same time period would result in inadequate staffing. Notwithstanding the foregoing the Employer may identify Holidays for which requests to be scheduled off may be rotated either from year-to-year, or Holiday to Holiday (i.e. Employees having Thanksgiving off may be required to work on Christmas, off for July 4<sup>th</sup> may have to work Labor Day, etc).

Vacation may be used in less than whole day increments, but no less than in one (1) hour increments.

## **SECTION 17.3 ADVANCEMENT & PRO-RATION OF VACATION HOURS**

Vacation is not earned or accrued during the first year of service. Vacation for subsequent years is advanced the first full pay period following January 1 of each year to all full time and part time employees who have completed twelve (12) months of employment. The number of hours advanced is calculated based on the employee's full time or part time status and his/her length of service as follows:

<b>Length of Service on January 1</b>	<b>Number of Hours Advanced (Full-Time)</b>	<b>Number of Hours Advanced (Part-Time)</b>
1 year but less than 5 years	80	40
5 years but less than 10 years	120	60
10 or more years	160	80

Employees who complete their first year of employment after January 1, will, in conjunction with their anniversary date, be awarded a prorated portion of their annual vacation award the pay period following their anniversary date. The vacation award will be prorated by taking the number of days remaining from the employee's anniversary date until December 31, dividing the number by 365 and multiplying it by the vacation hours the employee is newly eligible to be awarded.

Employees reaching their 5-year or 10-year anniversary dates after January 1, will similarly receive a prorated award of the 20-hour or 40-hour difference between Vacation accrual/award levels.

After completing their first 6 months of employment, employees shall, upon written request, be allowed to use up to 50% of their 1<sup>st</sup> year anniversary's pro-rated Vacation Award. For example, a full-time employee whose anniversary date is on July 1, would expect to have a pro-rated Vacation Award of 40 hours following his her one-year anniversary date and could request use of up to 20 hours after completing 6 months of employment. An employee whose anniversary date falls on September 15, would

only receive a pro-rated 1 year award of 24 hours and could only request use of up to 12 hours after 6 months of employment.

Employees who fail to work sufficient hours to maintain their full-time or part-time employment status may have their employment status and Vacation award adjusted to match the average hours/week the employee has actually worked during the year. Hours lost by the employee due to low census shall count as hours worked for purposes of determining whether an employee is maintaining sufficient worked hours to support his/her Full-Time or Part-Time Employment status and associated Vacation Award.

## **SECTION 17.4 VACATION HOURS USED**

Employees who use their vacation shall be paid their regular hourly wage, which shall include shift differentials; if the employee receives shift differential for all hours worked on all his/her regularly scheduled shifts. This does not preclude the employee from picking up **extra** shifts for which he/she is not paid shift differential. This provision shall only apply when an employee uses vacation hours to take paid time away from work; not for cash-out under Section 17.5

## **SECTION 17.5 VACATION CASH OUT**

Though Vacation is awarded in January (or following the employee's anniversary date) it is actually earned/accrued throughout the year at the rate of 1/365 of the employee's full-time or part-time award each calendar day the employee is employed. In order to afford employees flexibility in using earned/accrued vacation hours in a manner that best meets their individual needs, employees may request a "cash out" of unused, earned/accrued vacation as follows:

- A. Only unused earned/accrued vacation may be cashed out at the employee's regular rate of pay, excluding any shift differentials. To determine the amount of earned/accrued vacation available for cash out, any vacation hours carried over from the previous year are added to the total vacation hours earned/accrued from the employee's January (or anniversary) Vacation Award as of the date cash out is requested and any vacation hours used since the award are subtracted.

**Example:** Assume an employee carries over 20 vacation hours from the previous year and is awarded 80 vacation hours in January. In March, the employee uses thirty-two (32) vacation hours. On November 15, the employee requests a vacation cash-out.

As of November 15, the employee will have earned/accrued  $\frac{320}{365}$  of his/her 80-hour Vacation Award or 70.14 hours. Adding the 20 hours carried over from the previous year brings the total earned/accrued Vacation to 90.14 hours. Subtracting the 32 hours used in March results in a final total available earned/accrued Vacation of 58.14 hours as of November 15.

- B. **General Cash Out Option.** Between November 1 and November 31 employees at the 1-5 Year accrual level on the preceding January 1, may make a single written request to cash-out up to 25% of the employee's total annual Vacation Award for that year from his/her earned/accrued but unused vacation hours (i.e. if employees January Vacation award was 80 hours, he/she could request cash-out of up to 20 hours) Employees at the 5 Year and above level may request to cash out up to 50% of earned/accrued but unused Vacation. The Employer will process such request and pay the employee for the vacation hours at his/her current rate of pay by December 15.

- C. **Hardship Request.** In addition to the optional cash out described in paragraph B above, employees may at any time submit to the Administrator a request to cash all or a portion of the unused earned/accrued Vacation in the employee's bank in the event of an unanticipated financial hardship. The Employer may request such information and documentation as it deems necessary to verify the validity and unforeseen nature of the financial hardship. Granting or denying a hardship request shall be completely within the discretion of the employer and such decision shall not be subject to the arbitration procedure.
- D. **Vacation Cash Out Upon Separation.** Unless terminated for just cause, an employee who terminates his/her employment with the Employer after completing one (1) year of employment and providing at least fourteen (14) calendar days notice will be paid for that portion of his/her unused vacation award that was earned up to the date of termination (i.e. his/her earned/accrued Vacation) at a one hundred percent (100%) of the employee's base rate of pay at the time of separation.

In addition, **all** accrued and unused, earned/accrued Vacation will be paid out for separation due to:

- Permanent Disability which is diagnosed by a health care provider as long-term or permanent which renders the employee unable to perform the essential functions of the position and which cannot be reasonably accommodated;
- Reduction in force (including layoffs);
- Employee's death.

## **SECTION 17.6 VACATION CARRYOVER**

An employee may request to carryover up to 40 hours of his/her unused vacation balance to the following calendar year. If an employee's vacation balance is greater than 40 hours as of the first day of the first full pay period beginning on or after January 1, vacation hours in excess of 40 hours will be lost.

## **ARTICLE 18 - SICK LEAVE**

Employees shall accrue and may use paid Sick Leave benefits as follows:

### **SECTION 18.1 ACCRUAL AND ACCESS**

Full-time and part-time employees accrue up to seven (7), eight-hour days of sick leave annually at the rate of .0269 sick leave hours earned on each worked hour. Employees may access accrued Sick Leave hours at the start of the 1<sup>st</sup> day missed for a qualifying reason following 90 days of employment.

## SECTION 18.2 GENERAL PROVISIONS

The following apply to sick leave used by employees:

- Employees must be employed 90 days before they can use sick leave.
- Employees must have the sick hours accrued in order to use sick time.
- Sick leave will be paid out in increments equal the actual number of hours an employee misses due to illness/injury or other qualifying event.
- An employee who misses scheduled work days will only be paid sick leave pay to a maximum of 80 hours total pay per pay period, unless the employee is specifically asked after he/she returns from sick leave to pick up "extra" shifts during the remainder of the pay period. However, if the employee signed up for the extra shifts prior to his/her sick call, then the extra hours worked will be credited towards the employee's regularly scheduled hours before sick leave will be paid. **Example:** Assume an employee normally scheduled to work 80 hours/pay period misses two scheduled 8-hour days of work in a pay period due to illness. Before the employee called in sick, he/she signed up to work an extra shift towards the end of the pay period. After returning from the two days of sick leave, the employee works the extra 8-hour shift. Under these circumstances, the employee would be paid for 80 hours, 64 hours for normally scheduled shifts, 8 hours from the extra shift (applied to meet the employee's regularly scheduled shift obligation) and 8 hours from the employee's sick leave bank. However, if the employee was specifically asked to pick up the extra shift only after returning from sick leave, then he/she would be paid for 88 hours (64 hours for regular scheduled shifts, 16 hours from sick leave and 8 hours for the extra shift he/she agreed to work after returning from sick leave).
- You may use your sick leave for absences caused by your own illness/injury or, as required by the Washington Family Care Act to attend to the routine illness of a dependent child, or to care for a spouse, or a domestic partner, parent, parent-in-law or grandparent with a serious or emergent health condition or to care for an adult child with a disability.
- If you return to work after three (3) or more days on sick leave, you must bring a doctor's release.
- Family and medical leave usage, where applicable, will begin no later than the third day of sick leave.
- The maximum amount of paid sick leave you may accrue is 192 hours (24 days).
- There is no payment for unused sick leave upon termination.
- Employees are encouraged to, but will not be required to, assist the facility in finding their replacement in the event the employee is too ill to report for work him/herself.
- Employees who call in sick falsely may be subject to discipline, including possible termination if consistent with the requirements for just cause under this Agreement.

## SECTION 18.3 STATUTORY SICK LEAVE

Notwithstanding any conflicting language in this Article 18-SICK LEAVE to the contrary, the Employer will offer such paid sick leave benefits as may be required by applicable state or federal law or county/city ordinance to such employees as the Employer is legally required to provide such benefits. Such statutory paid sick leave benefits shall only apply to employees who are not eligible for Vacation and Sick Leave benefits under this Agreement.

## ARTICLE 19 – HOLIDAYS

Employees shall be compensated for holidays as follows:

### SECTION 19.1 RECOGNIZED HOLIDAYS

Full-time and part-time employees who have completed their Introductory Period are eligible for holiday pay for the following six (6) holidays if they meet the requirements set forth below:

New Year's Day  
Labor Day  
Thanksgiving

Memorial Day  
Independence Day (4th of July)  
Christmas

### SECTION 19.2 HOLIDAY PAY

Payment of holiday-pay is as follows:

- A. **Full-Time Employees** who are not scheduled to work on a holiday will be paid holiday pay for the hours the employee would have regularly been scheduled for the holiday provided they work their last scheduled day before and their first scheduled day after the holiday. Employees who do not work the holiday shall only receive holiday pay to the extent necessary for the employee to receive the number of hours they would otherwise regularly be paid for the pay period, unless the employee is specifically asked or directed by management to work an extra shift outside the employee's regular work schedule. A full-time employee who works a scheduled shift on a holiday will receive double their regular rate of pay for up to the length of their scheduled shift.
- B. **Part-Time Employees** must actually work the holiday to receive holiday pay. Part-time employees working on a holiday will be paid double their regular rate of pay for up to a maximum of their scheduled shift.
- C. **Temporary, Casual and On-Call Employees** are not eligible for holiday pay.

### SECTION 19.3 PERSONAL DAY

In addition to the six (6) holidays listed above, full time employees who have completed one year of employment also may, with advance approval of their supervisor, take a paid Personal Day off of up to eight (8) hours. Unused Personal Days are not carried over from year to year and are not paid out upon termination.



## **ARTICLE 20 - INSURED BENEFITS**

### **SECTION 20.1 HEALTH PLANS**

The Employer agrees to make available its current health care plans to eligible full-time employees. 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. Consistent with the plan offering to the Employer's non-union employees in comparable classifications in Washington facilities, the specific benefits of the plan occasionally are changed or modified, including the total monthly premiums of said plan. In the event such changes occur during the life of this Agreement, the employer shall provide the Union with thirty (30) days notice of said changes. Part-time employees are not eligible for health insurance coverage.

The Employer/employee premium split below shall be the minimum standard maintained for the life of the agreement. If the Employer maintains a plan that is the same or substantially similar to the Ameriben \$1,750 Deductible and also offers a more costly plan, the Employer's contribution to premiums shall remain at the dollar amounts determined by applying the percentages below to the Ameriben \$1,750 Deductible or equivalent plan.

	<u>Avalon</u>	<u>Employee</u>
Single	72%	28%
EE + Spouse	70%	30%
EE + Child*	69%	31%
Family	69%	31%

### **SECTION 20.2. DENTAL & VISION PLANS**

Dental and Vision insurance shall be made available to full-time and part-time employees in the same manner as offered to the Employer's non-union employees in comparable classifications in Washington facilities. The employee is responsible for 100% of the total monthly premium for both dental and vision coverage.

## **ARTICLE 21 - RETIREMENT/401(K) PLAN**

The Employer may implement, modify, or eliminate a defined benefit plan, a defined contribution plan, and/or a Retirement/401(k) Plan as outlined in the Employer Plan Documents. The Employer 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. The Employer shall offer its 401(k) Plan, including any Employer contributions, to eligible employees in the same manner as offered to the Employer's non-union employees in comparable classifications in Washington facilities.

## **ARTICLE 22 - LEAVES OF ABSENCE**

### **SECTION 22.1 GENERAL LEAVE PROVISIONS**

All leaves of absence must be requested by an employee in writing as far in advance as possible stating the reason(s) for the leave and the amount of time requested. Except as otherwise provided for in this Agreement, it shall be the Employer's prerogative to grant or deny the request. A leave of absence begins on the date of first absence from work. Failure to return from a leave of absence by the agreed upon return date may be considered a voluntary resignation of the employee's position.

#### **A. Health and Dental Coverage While on Leave**

Unless otherwise required by law, an employee on an approved leave of absence will continue to receive health and dental coverage while they remain in a paid status. Upon expiration of any accrued time (e.g., vacation leave, sick leave), such employee must make arrangements with the Employer for self-payment of insurance coverage, as provided for under current COBRA regulations. Employees eligible for paid family leave under Washington law will only be deemed to be on paid status under this provision to the extent required by law.

### **SECTION 22.2 PERSONAL LEAVE**

An employee, upon completion of one year of employment, may be granted a personal leave of absence for up to sixty (60) days with no loss of seniority or benefits accrued to the date such leave commences. Personal Leave is intended to enable the employee to deal with significant family or personal issues not covered by State or Federal Leave laws which cannot be reasonably be addressed by the employee while maintaining his/her current work commitment. An employee's written request for personal leave of absence must state the reason for the leave, the date of desired commencement and the date the employee will be able to return. If the employee is eligible for other leaves under this Section, such leaves shall run concurrently. If the employee is on a personal leave and becomes eligible for other leaves under this Section, such employee will immediately notify the Employer and the appropriate process will be initiated. The decision to approve or deny an employee's request for Personal Leave shall be made at the discretion of the Employer. However, the Employer shall provide a written explanation of the reasons(s) for denying a requested Personal Leave of Absence.

The Employer will not be obligated to "hold" the position of an employee on an approved Personal Leave of Absence's while the employee is on such leave. If the employee's position has been filled, such employee may convert to on-call status while waiting for another position to be posted, at which time the employee may use his/her seniority to bid on any posted positions covered by this Agreement for which he/she is qualified as an internal applicant.

### **SECTION 22.3 FAMILY MEDICAL LEAVE**

A family and/or medical leave of absence is defined as an approved absence available to employees for up to twelve (12) work weeks of leave during a rolling twelve (12) month period for which employees become eligible after one (1) year of employment and when an employee has worked a minimum of 1250 hours in the prior twelve (12) months. An employee may be required to use sick and/or vacation benefits

before taking unpaid time off. The twelve (12) month period shall begin with the initial date of the employee's family or medical leave (either paid or unpaid).

Family Medical Leave may be taken: upon the birth of the employee's child; upon the placement of a child with the employee for adoption or foster care; when the employee is needed to care for a child, spouse, domestic partner, parent, stepparent, stepchild, or mother/father-in-law, who has a serious health condition; or when the employee is unable to perform the functions of his or her position because of the employee's own serious health condition.

An employee on Family Medical Leave not exceeding twelve (12) weeks from date of first absence from work shall be entitled to return to her prior position at the same shift, rate of pay and FTE status. Thereafter, such employee may, for a period of twelve (12) months from the date he/she started his/her FMLA leave use his/her seniority to bid on any posted positions covered by this Agreement for which he/she is qualified as an internal applicant.

Under certain circumstances involving employee or family medical leave as well as circumstances involving military exigency leave or leave to care for a covered service member with a serious illness or injury, an employee may take intermittent or reduced schedule leave.

### **SECTION 22.3.1 WASHINGTON STATE PAID FAMILY LEAVE**

In addition to the federal Family Medical Leave highlighted above, eligible workers may access Washington State's Paid Family Medical Leave. The effective date to utilize Washington State Paid Family Medical Leave is January 1, 2020. The Employer's HR Department will provide employees with eligibility requirements and other information needed to access this leave.

### **SECTION 22.4 PREGNANCY DISABILITY LEAVE**

Consistent with the requirements of State law, a leave of absence will be granted upon request of the employee for the period of pregnancy related disability, without loss of benefits and seniority. If the employee's absence from work does not exceed the period of the employee's temporary disability, the employee will return to her prior position and former full-time or part-time status. The employee will use previously accrued sick leave during the period of disability and to the extent accrued, vacation leave thereafter. Prior to an employee's return to work from a maternity leave, the Employer may require a statement from a licensed physician attesting to such employee's capability to perform the work required of her position. Pregnancy Disability leave shall be in addition to leave under Washington or Federal law to care for and/or bond with a newborn child (maternity leave).

#### **Extended Maternity Leave**

Consistent with Federal and State laws, an employee may be eligible for time off beyond maternity leave to care for a newborn under the Family and Medical Leave Act. An eligible employee who requests and is granted FMLA leave at the conclusion of her pregnancy disability leave shall, upon return to work, be reinstated to such employee's former position or to a substantially similar position, unless her position has been eliminated while she was on leave.

## **SECTION 22.5 MILITARY LEAVE**

An employee required to attend military reserve or Guard training or who is called to active duty shall be granted a leave of absence with no loss of seniority or benefits. Such Military Leave shall be unpaid, except that the employee may elect to use any earned paid leave available. Reinstatement to work shall be in compliance with the federal USERRA and State and local laws.

## **SECTION 22.6 MILITARY SPOUSE LEAVE**

Up to fifteen (15) days of unpaid leave will be granted to an eligible employee who averages twenty (20) or more hours of work per week, whose spouse is on leave from deployment or before and up to deployment during a period of military conflict. An employee who takes leave under this provision may elect to or be required to substitute available Vacation hours for any part of the leave provided under this provision. The employee must provide his or her supervisor with notice of the employee's intention to take leave within five (5) business days of receiving official notice that the employee's spouse will be on leave or of an impending call to active duty. This provision shall be administered in accordance with RCW 49.77.

## **SECTION 22.7 DOMESTIC VIOLENCE/SEXUAL ABUSE/STALKING LEAVE**

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

## **SECTION 22.8 JURY DUTY**

The Employer will reimburse employees called for jury duty for the difference between their jury pay and their regular pay, not to exceed eight (8) hours per day, for a maximum of ten (10) work days missed in any twelve-month period. Jury duty pay beyond 10 work days will be reviewed on an individual basis by the Administrator. On any day or half-day an employee is not required to serve, he/she will be expected to contact his/her supervisor promptly to determine if the Employer wishes the employee to return to work. In order to receive jury duty pay, the employee must present a statement of jury service and pay to his/her supervisor. This document is issued by the court.

**Night Shift Employees:** Employees assigned to work a night shift who are summoned for jury duty, may request jury duty leave for the day before they are scheduled for jury duty if they must report for jury duty at a time that would make it impractical to get a reasonable rest/sleep period following the end of their shift. Management may elect to approve only a partial shift absence in order to accommodate staffing needs and still allow the employee a reasonable rest period before reporting for jury duty.

## **SECTION 22.9 WITNESS DUTY**

All full and part time employees summoned to testify in court are allowed time off for the period they

serve as witness. In general, witness duty leave is unpaid unless the employee is a witness in a case involving the Employer.

## **SECTION 22.10 BEREAVEMENT LEAVE**

After completing the 90-day probationary period, up to three (3) working days of leave with pay (not charged to other leave time) shall be granted to regular, full-time or part-time employees upon request to make arrangements for and attend funeral services of the employee's spouse or domestic partner, child, step-child, parent, parent-in-law, grandparent, grandparent-in-law, granddaughter, grandson, daughter-in-law, son-in-law, step-parent, brother, sister, brother-in-law, sister-in-law, daughter or son of employee's spouse, and any relative living in the household of the employee. If an employee wishes to use Bereavement Leave for an individual who does not fit within one of the categories listed above, but who held an equivalent status in the employee's life (for example an employee raised by aunt & uncle or an employee's long-term domestic partner), he/she may submit a written request to his/her Administrator explaining why he/she believes Bereavement Leave should be granted. If the administrator believes Bereavement Leave is appropriate under the circumstances, he/she will forward the request to the Regional Vice President and the Director of Human Resources for the region for final approval.

With his/her supervisor's approval, an employee may take up to one full day without pay to attend the funeral of other relatives and friends. At the employee's request, available vacation may be used for this purpose.

Bereavement leave pay will only be granted to employees for actual time spent away from work for the funeral arrangements. For example, if the death occurs at a time when work is not scheduled, payment will not be made. If a holiday or part of your vacation occurs on any of the days of absence, you may not receive holiday or vacation pay in addition to paid funeral leave.

## **SECTION 22.11 EXTENDED UNION LEAVE**

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 date of approximate return. Such leaves may be for any duration up to six (6) months and may be extended by mutual consent. The Employer will take the needs of the business into account, but will not unreasonably withhold approval of such leave or extension.

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

## **SECTION 22.12 SHORT UNION LEAVE (UNPAID)**

With thirty (30) days notice to the Employer, employees who are attending the Union's annual convention, the convention of SEIU, or who are requesting other short-term leave for Union business shall be granted unpaid release time for the duration of the Convention or event. Such leave shall be granted on a first-come, first-serve basis. 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 Vacation while on leave, and shall be entitled to any recognized, paid holiday which occurs while on such short leave if the employee would otherwise normally be entitled to the paid holiday.

### **SECTION 22.13 SHORT UNION LEAVE (PAID)**

The Employer shall grant up to four (4) 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.

## **ARTICLE 23 - EDUCATIONAL ASSISTANCE AND TUITION REIMBURSEMENT**

The Employer will offer an Education Assistance benefit to all full-time employees who have completed one (1) year employment and desire to continue their education in a job-related field approved by the Employer. The Employer will agree to reimburse the registration fees, tuition costs, and cost of books in an approved educational program up to \$1,500 per year, depending upon budgetary considerations.

An interested employee must submit a completed Tuition Reimbursement Request packet to his/her immediate supervisor who will forward it with the supervisor's recommendation to the Administrator. The Administrator will review the request and determine whether or not it will be approved, the extent to which reimbursement will be made, and the number of work hours the employee must maintain while actively enrolled in the program. To receive reimbursement, an employee must receive a passing grade.

### **SECTION 23.1 SEMINARS**

The Employer will pay registration and material costs for all full-time employees who have completed one (1) year of employment with the Employer to attend job-oriented seminars or continuing education programs approved by the Employer. The employee will notify their supervisor as far in advance as possible. Approval for reimbursement for such programs may be limited based upon departmental budget restrictions and the availability of similar training without cost to the Employer (such as when the Employer offers similar training in-house). If approved for education assistance reimbursement, the employee will submit a copy of any certificate of completion to their supervisor to be placed in their personnel file.

For either Degree/Certification programs or Seminars, the course must be job-oriented and offered by an approved education/training institution.

## **ARTICLE 24 - SUBCONTRACTING**

If, in the future, the Employer contemplates additional subcontracting of bargaining unit work it will notify the Union in writing and, upon request made within fourteen (14) calendar days from receipt of the notice, negotiate with the Union regarding the decision and/or its effects prior to entering into any agreement with a prospective subcontractor. Such negotiations will commence within thirty (30) calendar days of the Union's request to negotiate.

In the event either party believes the negotiations have reached impasse, it shall notify the other in writing. Thereafter, the provisions of ARTICLE 25 – NO STRIKE/NO LOCKOUT shall be cancelled with respect to issues arising out of the subcontracting negotiations for the thirty (30) calendar days following the declaration of impasse.

In the event the Employer changes subcontractors for work all already contracted out on August 31, 2012, all employees shall be hired by the new contractor in seniority order and the workers shall continue to be in the bargaining unit with the same wages and benefits provided.

It is agreed that the use of registry personnel, as a supplement to the workforce or use of employees from a different Employer facility does not constitute contracting out. The Employer will make its best effort to use regular employees first, before the use of registry personnel.

## **ARTICLE 25 - NO-STRIKE/NO LOCK OUT CLAUSE**

### **SECTION 25.1 DURING TERM**

During the term of this Agreement or any written extension hereof unless expressly authorized by the specific terms of this Agreement, the Union, on behalf of its officers, agents and members, and all employees covered by this Agreement, agrees not to cause, sanction or take part in any strike (whether it be economic, unfair labor practice, sympathy or otherwise), slowdown, walkout, sit-down, 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 Employer agrees that there shall be no lockout at this facility during the life of this Agreement.

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

In light of the parties mutual commitment to maintaining a collaborative working relationship, the Union will not conduct informational picketing of the facility during the life of the agreement. This provision shall sunset on the expiration date of the agreement and shall not continue in a contract extension unless specifically agreed upon by the parties.

## **ARTICLE 26 - GRIEVANCE PROCEDURE**

Grievances shall be handled in accordance with the procedure outlined below.

### **SECTION 26.1 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. Failure to present a grievance in writing within twenty-one (21) calendar days of the date the Union or employee became aware of, or should have been aware of the issue and failure to timely advance a grievance to the next step or to arbitration shall nullify the grievance. Failure on the part of the Employer to answer a grievance at any step shall not be deemed acquiescence thereto and the Union may proceed to the next step. However, time frames for advancing a grievance to the next step or to arbitration shall not run until the Employer's response is received.

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 advocate, prior to initiating a formal grievance

Grievances shall be handled in accordance with the procedure outlined below.

### **SECTION 26.2 GRIEVANCE STEPS**

#### **Step I**

The complaint must be presented to the Employer in writing 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.

Generally, a grievance will initially be submitted to the Department Head responsible for the department in which the grievant works. Upon receipt of the written grievance, the Department Head will schedule a Step I meeting as soon as practical (generally within ten (10) calendar days of receipt of the written grievance) to enable the grievant and/or Union to verbally present all pertinent facts supporting the grievance. Presentation of the grievance to the employee's Department Head at a Step I meeting may be waived by mutual consent of the parties.

The Department Head will respond in writing within ten (10) calendar days of the Step I meeting to affected worker(s) and the appropriate Advocate or Union field representative, unless the Employer--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 timely advanced to Step II.



## **Step II**

If the Union does not agree with the Step I response, it shall within ten (10) calendar days of the date of the Step I response, provide written notice to the Facility Administrator of its intent to advance the grievance to Step II. The time line for advancing the grievance to Step II shall run from the date the Step I response is post-marked or receipt is acknowledged by an Advocate or Field Representative. However, the Union may, but shall not be required to advance a grievance to Step II at any time after the Step I response was due. The Union Field Representative or the Advocate and the Facility Administrator shall arrange a mutually agreeable date to meet within ten (10) calendar days from the receipt of the written notice advancing the grievance to Step II for the purpose of attempting to settle the matter. The facility Administrator shall respond in writing within ten (10) calendar days of the Step II meeting. The Step II response will settle the matter unless the grievance is timely advanced to Step III.

## **Step III**

If the Union does not agree with the Step II response, it shall within ten (10) calendar days of the date of the Step II response, provide written notice to the Facility Administrator or designee of its intent to advance the grievance to Step III. The Administrator shall notify the Employer's Regional Vice President, HR Business Partner or Director of Labor Relations who shall schedule a Step III meeting (possibly a conference call) as soon as practical following receipt of the notice advancing the grievance to Step III.. The Regional Vice President, HR Business Partner or Director of Labor Relations will respond in writing to the Step III meeting within ten (10) calendar days of receipt of the grievance or Step III meeting, whichever comes later.

## **SECTION 26.3 MEDIATION (OPTIONAL)**

Mediation may be mutually agreed upon by the Union and the Employer to resolve grievances following Step III. A mediator shall be selected by mutual agreement of the Employer and the Union from a list of trained mediators provided by the Federal Mediation and Conciliation Service within five (5) calendar days of the Union's timely advancement of a grievance to arbitration. The mediator shall hear the presentation of the grievance as soon as practical following date of selection. The parties may present their cases separately to the mediator who will attempt to assist the parties to reach a mediated settlement to the grievance. If not settlement is reached, the mediator shall issue a verbal advisory opinion at the end of the day indicating what his/her holding would be if he/she had heard the parties cases as an arbitrator. Should the mediation fail to resolve the dispute, the Union may proceed to arbitration.

## **SECTION 26.4 ARBITRATION PROCEDURE**

If a grievance is not settled under this Article, the Union may advance to arbitration by providing the Employer with written notice of its intent to do so within thirty (30) calendar days of the date of the Employer's written Step III response. If the Union fails to provide the Employer with timely notice of its intent to advance the grievance to Arbitration the grievance will be deemed to have been resolved on the basis of the Employer's last written response 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 Employer may select a permanent Arbitrator or panel of Arbitrators who shall arbitrate grievances. The Union shall submit the unresolved grievance in writing to the Arbitrator with a copy to Employer. If the parties have not mutually agreed upon an arbitrator, an Arbitrator will be selected from a list of seven (7) arbitrators requested by the Union from the Federal Mediation and Conciliation Service (FMCS). Once the list is received the parties will alternately strike names until only one remains to serve as the arbitrator in the case referred. The first strike shall be awarded to a party based on a coin toss.

The Arbitrator may consider and decide only the particular grievance presented to him in a written stipulation by the Employer 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, including but not limited to attorney fees, 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 submitted or 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. Both parties shall have equal access to such written statements. The parties agree that neither shall call a resident or patient as a witness.

## **ARTICLE 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.

## **ARTICLE 28 - 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 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.

## **ARTICLE 29 - TERM OF AGREEMENT AND REOPENER**

This Agreement shall be effective as of the later of the date of the ratification of this Agreement or January 1, 2020, and shall remain in full force and effect unless amended by mutual written agreement of the parties through the end of the term December 31, 2021, 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 up to sixty (60) days following the Employer'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, provided the change is greater than a 3% increase or decrease from the rate in effect prior to the change. 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" in excess of a 3% increase or decrease exists shall be arbitrable under this Agreement. The parties agree that any wages and/or benefit change agreement negotiated through the foregoing re-opener provision shall not be effective until Employer actually receives the rate change as specifically promised by the official and authoritative representative of Washington's Government. During any "opener" contemplated under this provision, only the selected Sections or Articles related to wages and/or benefits to be negotiated shall be open and all other provisions, including but not limited to the Grievance and No-Strike provisions shall remain in full force and effect. Provided, however, that if agreement is not reached within 90 calendar days from the date the parties first meet to negotiate the "opener" under this Article, either party may declare an "impasse" and the provisions of Article 25 – No Strike/No Lockout shall be suspended regarding items being negotiated.

## **MEMORANDUM OF UNDERSTANDING**

### **Collective Bargaining Agreement Training**

The Employer and Union agree to facilitate a joint Collective Bargaining Agreement Training if either party requests such training in writing within thirty (30) days of the ratification date of this Agreement. Additionally, this training may be requested within thirty (30) days of a new Administrator being established at the facility. The training will be held at the earliest available mutually agreed upon time.

This training shall include participants from On-Site Facility Management (Administrator, DNS, and Department Managers), SEIU, and the Bargaining Team and elected Advocates. This training shall last no more than two (2) hours in duration. Bargaining Team and/or Elected Stewards will be paid his/her regular rate of pay for this training.

The purpose of this training shall be to:

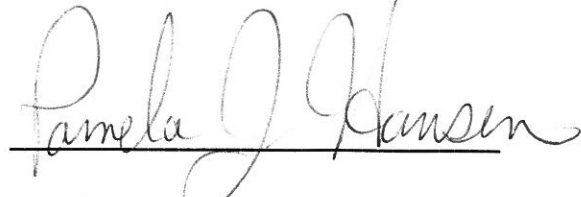
- 1) Review the Articles within this Collective Bargaining Agreement, relevant to wages, benefits, working conditions and policies.
- 2) Review shared goals and the next steps that both parties can participate in as it relates to quality care, census improvements, and Nursing Home funding.

For SEIU 775



Sterling Harders, President

For Avalon Pullman



Pamela Hansen, V.P., Human Resources

1/23/20

Date

2-26-2020

Date



**215 Columbia St.  
Seattle, WA 98104  
[www.seiu775.org](http://www.seiu775.org)**

**Call our Member Resource Center toll-free at 1.866.371.3200**