

Agreement by and between
UFCW 3000
and
Ashley House

Effective: 1-1-2021 – 12-31-2024

UFCW3000

Faye Guenther, President • Joe Mizrahi, Secretary-Treasurer





WEINGARTEN RIGHTS

Your Right to Union Representation

You have the right to union representation if you are called to a meeting with management that could lead to discipline.

"I understand that this proceeding is for the purpose of investigating whether I may receive discipline. Therefore, I request that a union representative be present on my behalf before this proceeding continues. If you insist that the proceeding continue without allowing me union representation, I hereby protest your denial of rights guaranteed to me under federal labor law."

Weingarten rights were won in a 1975 Supreme Court decision with these basic guidelines:

-  You must make a clear request for union representation either before or during the interview. Managers do not have to inform employees of their rights.
-  Management cannot retaliate against an employee requesting representation.
-  Management must delay questioning until the union steward arrives.
-  It is against Federal Law for management to deny an employee's request for a steward and continue with an interrogation. In this case, an employee can refuse to answer management's questions.

Discipline? Contract violations?

Call the Member Resource Center

If you or a coworker need help regarding an Investigatory Meeting, are facing Discipline or Corrective Action, or need to report Contract Violations our MRC Representatives will work with you on a plan of action.

Call the Member Resource Center at: 206-436-6570

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ARTICLE 1 – PREFACE

1.01 This Agreement is made and entered into by and between Ashley House hereinafter referred to as the “Employer” and the United Food and Commercial Workers Union Local 21, hereinafter referred to as the “Union”.

ARTICLE 2 – RECOGNITION

2.01 The Employer recognizes the Union as the sole and exclusive bargaining representative for all persons employed by the Employer as Registered Nurse, Licensed Practical Nurse, Certified Nursing Assistant (C.N.A.), Behavioral Technician, Housekeeping and Maintenance, Office and Clerical, excluding confidential employees, guards and supervisors as defined by the ACT, with respect to rates of pay, hours of work, conditions of employment and other pertinent matters, as specified in this Agreement.

ARTICLE 3 – NON DISCRIMINATION

3.01 The Employer and the Union agree not to discriminate or condone harassment in any manner, in conformance with applicable federal and state laws, against any employee by reason of race, color, religion, creed, sex, marital status, national origin, age, or mental, physical or sensory handicap. If employees chose to use the grievance procedure and proceed to arbitration, they forfeit their right to pursue their complaint then or in the future with an outside agency.

ARTICLE 4 – MANAGEMENT RIGHTS

4.01 The Union recognizes the responsibilities of the Employer to operate and manage Ashley House, including, but not limited to, the right to establish and require standards of performance, to maintain order and efficiency; to direct employees; to determine job assignments and working schedules; to determine the materials and equipment used; to implement new and different operational methods and procedures; to determine staffing levels and requirements; to determine the kind, type and location of facilities; to introduce new or different services, products, methods or facilities, to extend, limit, contract out or curtail the whole or any part of the operation; to select, hire, classify, assign, promote and transfer employees; to discipline, demote or discharge employees for just cause; to lay off and recall employees; to require reasonable overtime work of employees; and to promulgate and enforce rules, regulations and personnel policies and procedures; provided such rights, which are vested solely and exclusively in the Employer, shall not be exercised so as to violate any of the specific provisions of the Agreement. The Union recognizes that the above statement of management rights is for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to the management function. All matters not covered by the language of this Agreement shall be administered by the Employer on a unilateral basis in accordance with such policies and procedures as it from time to time shall determine.

ARTICLE 5 – MEMBERSHIP

5.01 All current employees will have thirty (30) calendar days from ratification of this Agreement in which to join the Union. All full-time and part-time employees hired shall become and remain members of the Union in good standing on or before the 30th day of employment or thirty (30) days after the signing of this Agreement, whichever is later. Membership in the Union shall be a condition of continued employment.

5.02 At the close of thirty (30) working days after receipt of written notice from the Union that an employee has failed to meet their membership obligation or has been suspended for failure to tender dues, the Employer will terminate such employee if the employee is not then in good standing in the Union. Good standing shall mean tendering periodic dues uniformly required as a condition of membership. If an employee has a philosophical or religious objection to joining the Union, they must notify the Union of their decision and must make a monthly contribution to a certified charity or pay a monthly fee for service equal to the amount of Union dues. The Union agrees that the Employer shall be held harmless and indemnified from any and all cost, claims and charges, including

attorney's fees, arising from an employee's termination in response to the Union request under this article.

5.03 All employees who become members of the Union or who join the Union must maintain their membership in good standing.

5.04 Dues Deduction - The Union shall furnish each employee a voluntary Wage Assignment Form. An employee who executes the form shall give it to the Union. The Union shall furnish a copy of the form to the Employer, who shall deduct dues and the initiation fee from the pay of each member who has voluntarily executed such form. When filed with the employer, the authorization form will be honored in accordance with its terms. The minimum amount deducted on each biweekly pay date, for all members, shall be based on the current minimum monthly dues amount established by the Membership. If an employee does not receive a paycheck, the employer is not obligated to withhold retroactive dues payments. The amounts deducted and a roster of all employees using payroll deduction will be transmitted biweekly to the Union within five (5) days of the pay date. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deduction. The Union and each employee authorizing the assignment of wages for the payment of Union dues and the initiation fee hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any deduction made from the wages of such employee.

5.05 Voluntary Political Action Fund Deduction - The Employer shall deduct the sum specified from the pay of each member of the Union who voluntarily executes a political action contribution authorization form. The amount deducted and a roster of each employee authorizing assignment of wages will be transmitted to the Union. The union and each employee authorizing the assignment of wages for payment of the voluntary political action contributions hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits, and other liability that may arise against the Employer for or on account of any deduction made from the wages of such employee.

ARTICLE 6 – ROSTER

6.01 Upon the signing of this Agreement and periodically, as requested by the Union but not more than quarterly, the Employer shall supply to the Union a list of all employees covered by this Agreement. The list shall include the name, address, telephone number, classification, last 4 digits of the Social Security Number, date of hire, hourly rate of pay, gross quarterly pay, and regular hours worked for each employee. Each month the Employer shall also send a list of those persons covered by this Agreement who were hired or terminated during that month, their addresses, and last four digits of the social security number.

6.02 Union Access – A duly authorized representative of the Union may have access to employee work sites at reasonable times for the purpose of investigation of grievances and other Union business, provided the representative first arranges with the Executive Director or Clinical Director which area (s)he wishes to visit and the purpose of the visit. This visit shall be confined to the area agreed upon. Such visit shall not interfere with the normal work process. The parties agree that Union business other than the investigation of a grievance shall be conducted during non-working hours (e.g., coffee breaks, lunch periods, and before and after shift hours). The Union agrees to provide the Employer with a list of unit representative and officers, and to maintain this list in current status.

6.03 Bargaining Unit Representatives – The Union shall have the right to select a unit representative from among employees in the unit. The unit representative shall not be recognized by the Employer until the Union has given the Employer written notice of selection. Unless otherwise agreed to by the Employer, the investigation of grievances and other Union business shall be conducted only during employees' non-working hours. Such activities shall not take precedence over requirements of patient care.

6.04 Bulletin Board – The Union, in a mutually agreed upon area, shall be permitted to post Union announcements and notifications of professional activities which are signed by a designated bargaining unit

representative and with prior notification to the Executive Director or designee.

6.05 Contract and Job Descriptions – The Employer will give each newly hired employee a copy of this agreement, a membership application, a dues deduction form, and the employee’s job description. The Union will provide copies of this agreement, the membership applications and dues deduction forms to the Employer.

6.06 New Hire Orientation – The Employer will endeavor to provide the Union one-week notification of Orientation or as soon as reasonably practical. The Union or Union designated Employee shall have access to new hires at the time of the orientation or at another mutually agreeable time, for the purpose of introduction and orientation to the Union. The steward or union designated Employee will be paid for time at orientation, up to 30 minutes by the Employer. If requested, stewards, union designated employee or union representatives will be granted access to orientees virtually. If it happens on orientation day Ashley House will facilitate the use of their virtual system. If it takes place on a different mutually agreed upon time, the union will facilitate the virtual meeting.

6.07 Meeting Rooms – The Union shall be permitted to use designated premises of the employer for meeting with the bargaining unit, provided the representative first arranges with the Executive Director or designee which area (s)he wishes to visit, provided sufficient advance request is made, space is available, and programs are not disrupted.

ARTICLE 7 – DEFINITIONS

7.01 Full-time Employee – A full-time employee is an employee who is assigned to work a scheduled bid equal to or greater than thirty-six (36) hours per week.

7.02 Part-time Employee – A part-time employee is an employee who is assigned to work a scheduled bid of at least 15-hours per week and less than 36-hours per week.

7.03 Introductory Employee – An employee will be considered an introductory probationary employee during the first one hundred eighty (180) days of continuous employment. If an employee takes leave of four or more consecutive weeks during the Introductory Period the Introductory Period will be extended by an equal amount of time.

If an employee who has worked for the employer for more than one year resigns and is rehired within one year of the resignation, the introductory period will be reduced to 90 days.

7.04 Per Diem Employee – An employee scheduled as mutually agreed between the employee and the employer to work during any period when additional work of any nature requires a temporary augmented work force or in the event of an emergency or employee absenteeism. A Per Diem employee is classified as per diem whether or not the employee is regularly scheduled or irregularly scheduled including having a bid of less than 15 hours per week.”

7.05 Scheduled Hours – Scheduled hours include all shifts listed on the house schedule(s) and all outside appointments.

7.06 Licensed Employee – Licensed employees are Licensed Practical Nurses (LPNs) and Registered Nurses (RNs) with a current, valid Washington State License.

7.07 Reduction in Force - A period when the Employer decreases staffing for reasons indicated in Article 12.

7.08 Base Wage – hourly rate according to Appendix A.

7.09 Regular Rate of Pay – The regular rate of pay shall be defined to include the employee’s base wage, including all eligible premiums and differentials.

7.10 Work Period – The normal work period will consist of eighty (80) hours in a fourteen (14) day period or forty (40) hours in a seven (7) day period, Saturday through Friday.

7.11 Day, Month and Year – “Days”, where referred to in this document, will mean calendar days unless otherwise indicated. For the purpose of computing wages and benefits provided herein, a “month” shall be defined as one hundred seventy-three and 3/10 (173.3) hours and a “year” as two thousand eighty, (2,080) hours.

7.12 Service Credits– Credits for hours worked to determine seniority status (see article 11.03).

ARTICLE 8 – DISCIPLINE & DISCHARGE

8.01 The Employer shall have the right to discipline and/or discharge an employee for just cause. The employee has the right to request representation in a formal meeting wherein the Employer administers disciplinary action or during an investigatory meeting. The Employer shall apply a system of written warning notices for formal reprimands and suspension for poor work performance in cases where immediate discharge is not applied. The employee shall be requested to sign the written warning or suspension to indicate that (s) he had seen and comprehends the nature of the disciplinary action.

ARTICLE 9 – EMPLOYMENT PRACTICES

9.01 Notice – Regularly scheduled employees shall be entitled to at least Twenty-one (21) days written notice of termination or pay in lieu and accrued PTO hours. Employees shall be required to give Twenty-one (21) days written notice of intention to terminate or intention to change status. If the employee is discharged for cause, the employee would forfeit all PTO benefits and the notice requirements set forth in this section. Failure to give timely written notice of intention to terminate and/or failure to work regularly scheduled shifts in compliance with the attendance policy may result in the loss of termination benefits, including accrued benefits. Staff who are not terminated for cause or who resign (when it is not in lieu of termination) and give the required 21-days notice will be paid for accrued PTO up to 250 hours.

9.02 Evaluations – The Employer shall maintain a performance evaluation program which should be considered as a step in bringing about and determining progress in personal and professional growth and development, which results in quality patient care. Introductory employees are evaluated and given feedback throughout the introductory period and provided learning goals to better assist the new employee. Thereafter, employees should receive an annual written evaluation.

9.03 Personnel Information – Information will be maintained in each employee’s payroll file regarding the individual’s pay step, shift and FTE status. Upon request, a copy of this information will be made available to the employee within seven (7) days of the request. This will not constitute an individual job contract and will conform to all other definitions and provisions of the Agreement.

9.04 Certifications and licensing Requirements – The Employer will provide free-of-cost Hepatitis B vaccine, if requested by the employee. The employee should utilize any health insurance benefits available to cover the cost of the vaccination series. Any out of pocket costs will be reimbursed to the employee. Documentation (such as receipts) must be provided to the employer for reimbursement. This provision shall include a twenty-five dollar (\$25) bonus for Food handlers card, Driving Abstract, if renewed and submitted before expiration. This bonus would be paid on the employees’ anniversary date.

9.05 Pay Days – The pay period is bi-weekly, with pay day occurring every other Friday.

9.06 Job Posting – Notice of regular job openings within the bargaining unit created by the development of new positions or filling of existing positions vacated by staff departures will be posted for at least seven (7) days to allow current qualified employees the opportunity to apply. Seniority shall be the determining factor in filling such vacancies providing skill, competence; ability and prior job performance are not considered to be overriding factors

in the opinion of the employer. The opinion of the employer shall not be arbitrary or capricious.

9.07 Work Schedule – The Employer shall determine and post monthly work schedules by the 20th of the month immediately preceding the month for which the schedule is effective. Employee requests for special scheduling consideration must be received by the 10th to be considered. Individual work assignments may be changed after the 20th of the month only by mutual agreement of the Employer and the employee, except for unforeseen conditions that are beyond the Employer's control such as employee absences, separations without notice and inclement weather. Management will make a good faith effort to limit shift and location changes to less than six per year, per employee

Ashley House will pay a pull bonus of \$30 for every shift a staff member is pulled from their regular bid shift location to work at another location beyond 5 in a calendar year. This does not include appointment staff who conduct appointments for more than one house, but it does include appointment staff who are pulled to work a shift at another house.

9.08 Additional Hours –Part time employees, at their request, will be assigned hours, if unassigned hours are available, above their regular schedule, up to full time based on seniority. Shifts not filled by part time employees will be offered to per diem employees and then full time employees in order of seniority.

9.09 Orientation – At the commencement of employment, all employees will be provided a basic orientation program. All new employees will receive a basic orientation to Ashley House and their job duties prior to receiving orientation at a specific site. In addition, new employees will receive orientation at the specific site where they will be employed. The objective of the orientation is to familiarize the employee with the duties and responsibilities of the job. When a child is admitted using unfamiliar equipment or needing an unfamiliar care procedure, the Employer will provide or arrange training to enable the employees to meet the child's needs for care. Employees who are uncertain about their ability to perform a skill should consult with the Employer prior to attempting to perform the skill.

Staff assigned to provide training for a shift to any new employee in their Introductory Period more than 5 times in a calendar month will be paid a \$150.00 bonus if the new employee is a nurse, and \$100.00 if the new employee is a CNA, upon report of this activity by the training staff member.

9.10 Health Standards – The employer will provide employees with copies of or access to copies of all policies, procedures, and education necessary to meet all the health-related standards of WSHA, OSHA, and CDC as they are made available to the Employer. Equipment and supplies needed to meet OSHA and WSHA standards for situations or tasks will be available to employees.

9.11 Recognition of Past Non-Ashley House Experience - All employees will be granted year for year wage placement credit, for direct experience, up to the first 10 steps on the wage scale. Direct experience beyond step 10 will be granted wage placement credit in the amount of 1-year for every 2 years of direct experience, up to a maximum of the current wage scale cap. RN's with prior LPN experience will be granted conversion wage placement credit in the amount of one-half a year of experience for every year of LPN experience, up to the first 10 steps, and one quarter a year experience for every year of LPN experience beyond step ten, up to the current wage scale cap.

To ensure internal and external equity in pay, during the initial implementation of this system, any employee whose current rate is found to be in excess of what is allowed under this system, will be frozen on the wage scale until their experience catches up with their current step, at which point they resume full participation in the wage scale in affect.

9.12 If a new employee is hired above the minimum longevity step set forth in Section 9.11, any current employee in that job classification with the same or greater years of experience paid at a lower pay step will be brought up to the new employee's pay step (longevity step). If the placement of the hired employees was an administrative error, and the employee's rate was corrected after the discovery of the error, no further remedy applies.

9.13 If an employee voluntarily leaves the employment of the Employer and returns within twelve (12) months, the employee will return to the step on the wage scale that they were on when they left.

ARTICLE 10 – SENIORITY

10.01 Seniority is defined as a full-time or part-time employee’s continuous length of service with the Employer from their most recent date of hire within the bargaining unit, within their classification.

10.02 Break in Seniority – Seniority will be considered broken by:

1. Resignation
2. Discharge
3. Retirement
4. Reduction in Force (RIF) or general leave of absence of more than 12 months
5. Refusal to return from RIF as per Article 12.1
6. Leaving the bargaining unit for more than 12 months, but continuing employment with the Employer. Employees that return to the bargaining unit within 12 months shall retain their years of service
7. Full time or part time change of status to per diem. See article 11.06.

10.03 Seniority Roster – All seniority rosters will be prepared in January and July and distributed to all houses. A seniority roster will be available and provided to the Union upon reasonable request. The Union and or employees will have sixty (60) days after distribution to validate or dispute the seniority roster. If the Union or employee(s) does not respond during that period of time, then the roster as provided by the Employer will be considered accurate and used to determine seniority. The seniority roster may be updated as needed.

ARTICLE 11 – PER DIEM

11.01 Wages - Per Diem employee wages will be paid in accordance with Appendix A with a 12% premium of base wages for all hours worked after completion of the Introductory Period. They will receive shift differential and weekend premium according to this agreement.

11.02 Benefits - Per Diem employees are not eligible for benefits under this agreement. However, if the Employer must provide medical insurance under applicable laws, the 12% Per Diem premium will be reduced to 5% of base wages. In keeping with Washington State law, Per Diem employees will accrue one hour of sick leave for every 40 hours worked. This leave may be taken only when qualified events cause absence from scheduled work hours. If the employee changes to part time or full time status the accrued sick leave will be added to their PTO.

11.03 Seniority - Per Diem employees will accrue seniority credits based on the hours they work and placed on the per diem seniority list based on their hire or classification date along with credits. This will be calculated on a quarterly basis.

11.04 Availability - Per Diem employees must be available to work four (4) or more days per month, of which at least one must be a Saturday or Sunday, and shall provide their availability on a monthly basis to the employer’s scheduling by the 10th of the preceding month for the following month. Per Diem employees that turn down four (4) or more offers of work in a month may be considered a voluntary resignation unless other arrangements have been made in advance with the Employer.

11.05 Holidays - Per Diem employees must be available to work two (2) holidays per calendar year, one of which will be Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve or New Year's Day. Review of this process shall be a standing agenda item in the LMC.

11.06 Status Change - Full time and part time employees that change to per diem status will receive a payout of their accrued, but unused PTO. Additionally, they will maintain their full time and part time seniority status for a period of twelve (12) months, should they return to full time or part time status. An employee who is rehired within

one year of their separation date and are classified as per diem status shall receive the 12% premium after ninety (90) days of employment.

ARTICLE 12 – REDUCTION IN FORCE

12.01 In the event of a Reduction In Force (RIF), the Employer will send notice of impending RIF to all affected employees and the Union twenty-one (21) days prior to the implementation of the RIF. The Union and the Employer shall discuss and, if necessary, meet five (5) days prior to the notice of RIF to review the RIF order. Volunteers will be sought first among the incumbents in the affected job classifications at the affected location, if three (3) or more positions will be eliminated. After any volunteers have accepted RIF status, seniority as defined in 10.01 shall be the determining factor in such RIF, provided skill and ability are considered similar. This judgment shall not be exercised arbitrarily or unreasonably. For purposes of reduction in force, an employee shall retain seniority accrued from date of hire as an employee within the bargaining unit.

12.02 Affected employees shall have the right to bump a less senior person of similar skill and ability at any of the houses or to fill available vacant positions. Within five (5) days the employer shall post a listing of any available positions and the seniority roster at each work location. Employees shall be granted five (5) days to review the posting. At the end of the five (5) day period, employees shall, in order of seniority, be allowed to select a position from available vacant positions for which they are qualified or bump a less senior employee of similar skill and ability.

12.03 Recall – Employees displaced due to reduction in force (RIF) shall be placed on a reinstatement roster for a period of twelve (12) months from date of RIF. When a vacancy occurs, employees will be reinstated according to the seniority roster. An employee shall not accrue seniority or benefits while on RIF status but shall retain seniority and benefits accrued to the date the RIF commences. An employee shall be removed from the roster for refusal to accept recall if within the same job classification, or at the end of a twelve (12) month period of RIF. Upon reinstatement, the employee shall begin to accrue seniority and other benefits and shall have benefits and seniority accrued prior to the RIF restored.

ARTICLE 13 – OTHER COMPENSATION

13.01 Report Pay – All employees who report for work as scheduled, or in the case of maintenance personnel, are called in after normal work hours or on the weekend, and are released from duty by the Employer shall receive a minimum of two (2) hours of work or two (2) hours of pay.

13.02 Night Differential – Three dollars (\$3.00) per hour for night hours worked for nurses. Night differential for all other licensed/direct care staff shall be paid at two dollars and fifty cents (\$2.50). Night shifts hours are defined as 1800 PM to 0600 AM. All hours worked during this time period will be paid at the night time rate

13.03 Meal and Rest Periods – All eight (8) hour employees will receive an unpaid meal time of one-half (½) hour. Employees required to work during this meal period shall be compensated for such time at one and one-half (1 ½) times their regular rate of pay. All eight (8) hour employees shall receive two (2) paid rest periods of fifteen (15) minutes each during their shift. All twelve (12) hour employees shall receive three (3) fifteen (15) minute breaks. When an employee works a twelve hour shift, he or she will be paid for the half (½) hour lunch period at their regular rate of pay.

13.04 Weekend Premium - Weekend premium shall apply to all employees (including Maintenance) who work a weekend shift. Weekend premium shall be paid from 0000 Saturday TO 2400 SUNDAY. Weekend premium shall be paid at Four dollars (\$4.00) per hour for licensed staff and two dollars (\$2.50) for Non-licensed staff. If an employee works two (2) shifts every weekend of the month, they shall receive an additional fifty dollars (\$50.00) pay.

13.05 After an employee arrives at their assigned work site, if the Employer asks them to go to another site, or if the employee is in route when the Employer calls, the employee shall be paid for mileage between the original site and the new site at the IRS mileage standard.

13.06 Maintenance Lead Premium (\$3.00)

13.07 Nurse Delegate Premium (\$2.50)

13.08 All House Float Premium- (\$2.50)

13.09 Standby – Any employee who agrees to be placed on standby status for a 24-hour period of time or more shall be compensated at the rate of fifty dollars (\$50.00) per 12 hour shift and one hundred dollars (\$100.00) per twenty four hour period. When on standby status, the employee must be able to be contacted by pager or phone and available to work all or part of a shift when requested to do so by the staffing person of the day. If called to work, the employee on standby will be compensated for all hours worked at the rate of one and a half (1½) times the employees regular rate of pay. If the employee agrees to be on standby status for a period of less than 24 hours the standby pay will be prorated relative to those hours. All nurses and all CNA's will be required to participate in Standby for at least three 12-hour shifts per calendar quarter. The shifts and days will be chosen according to seniority. The shifts requiring standby coverage will be the five shifts running from 6:00 PM Friday through 6:00 AM Monday plus holidays. Employees already working those shifts will not be able to participate in the standby requirement for the weekend days, but will be expected to cover standby for holidays. Standby participation will not be allowed if it violates the time off between shifts policy.

13.10 Standby & On-Call - Any employee who agrees to be placed on standby status for a 24-hour period of time or more shall be compensated at the rate of one hundred dollars (\$100.00) per twenty-four-hour period. Employees who are placed on standby status for less than a 24-hour period will be compensated at a prorated rate. When on standby status, the employee must be able to be contacted by pager or phone and available to work all or part of a shift when requested to do so by the staffing person of the day. If called to work, the employee on standby will be compensated for all hours worked at the rate of one and a half (1½) times the employees regular rate of pay.

Any employee who agrees to be placed on Clinical or Scheduling On-Call Status for a 24-hour period of time or more shall be compensated at the rate of one hundred dollars (\$100.00) per twenty-four-hour period. Employees who are placed on On-Call status for less than a 24-hour period will be compensated at a prorated rate. When on On-Call status, the employee must be able to be contacted by pager or phone. In addition, when on Clinical On-Call status, the employee must be available to work all or part of a shift when requested to do so by the staffing person of the day.

Clinical or Scheduling On-Call employees will be compensated at their regular rate of pay, in 15 minute increments, for On-Call related phone calls during their On-Call status. On-Call employees who are called in to work will be compensated for all hours worked at the rate of one and a half (1-½) times the employees regular rate of pay.

13.11 Wages – Employees shall be paid in accordance with Appendix A., which will reflect the following:

13.12 Effective Upon Ratification Date in 2021 all wage steps for all job classifications, will increase by a COLA as defined by Appendix A. All staff will advance one step on the wage scale on their anniversary (hire) or their classification (change in position e.g. CNA to Nurse) date unless they are already on the top step.

13.13 Effective January 1, 2022 all wage steps for all job classifications will increase by a COLA based on October CPI-W West B&C (Pacific Cities and U.S. City Averages), up to 1.7% maximum as defined by Appendix A. All staff will advance one step on the wage scale on their anniversary (hire) or their classification (change in position e.g. CNA to Nurse) date unless they are already on the top step.

13.14 Effective January 1, 2023 all wage steps for all job classifications will increase by a COLA based on October CPI-W West B&C (Pacific Cities and U.S. City Averages), up to 1.7% maximum as defined by Appendix

A. All staff will advance one step on the wage scale on their anniversary (hire) or their classification (change in position e.g. CNA to Nurse) date unless they are already on the top step.

Ashley House agrees to add .13 to the step 20 for CNAs as reflected in the 2021 Appendix A scale. If a staff member is on step 20 on the anniversary/classification date a cap bonus of 2% of the past 26 weeks earnings up to a maximum of \$1000for CNAs, Behavior Techs, Maintenance Asst.; \$\$1500for LPNs and Maintenance Staff; and \$2000 for RNs.

Ashley House proposes a COLA in years 2 and 3 of the contract as determined by CPI-W WESTERN B&C (Pacific Cities and US Cities) and as reported at the end of October with a minimum of 0.5% up to a maximum of 1.7 % PER YEAR.

ARTICLE 14 – HOLIDAYS

14.01 The parties agreed that for the life of this Agreement, Ashley House will continue its current practice of paying for the following holidays:

- | | |
|------------------|------------------|
| New Year’s Eve | Labor Day |
| New Years Day | Thanksgiving Day |
| Veteran’s Day | Christmas Day |
| Memorial Day | Christmas Eve |
| Independence Day | |

Holiday Pay will commence at 00:00 on the morning of the holiday and stop at 24:00 at the end of the holiday.

14.02 **Rotation of Holiday Work** – Holiday work shall be rotated by the Employer on an equitable basis.

14.03 In lieu of article 14, Maintenance shall receive paid holidays (paid at the regular rate of pay, with no expectation of work) in accordance with the defined administrative holidays, (Memorial Day, Labor Day, Independence Day, Thanksgiving Day, New Year’s Day, and One designated holiday of the employee’s choosing) when the recognized holiday falls upon a normally scheduled workday. There is no holiday pay for a recognized holiday that falls on a scheduled day off. Hours required to be worked on any of the Administrative Holidays will be compensated at 1.5-times regular rate of pay.

ARTICLE 15 –PAID TIME OFF (PTO)

15.01 Full time and part time employees are eligible for PTO accrual based on the table below. Employees are eligible to use PTO after successful completion of the introductory period. Employees who work twenty-four (24) hours in a week are eligible for prorated accruals not to exceed 2080 hours in a calendar year. PTO hours will be prorated for part-time employees based on hours compensated and will be paid at the regular rate of pay.

The parties agree that the LMC will review the call out rates at each meeting and, at least annually. If there's a positive change, the Employer agrees to reopen this article for negotiation and consideration of enhancing PTO accrual rates for eligible members. . A positive change shall be defined as reaching a callout ratio of .21 callouts per 100 staff per month; for example $.21 \times 100 \text{ EE} = 21$ divided by 30.5 days = .688 per day (rounded up to .7 per day, per 100 staff)

Years of Service	PTO Accrual Rate	Maximum Possible Accrual in one year
0 to 5 years	.0577 per hour	120 hours
5 years and 1 day to 10 years	.0692 per hour	144 hours
10 years and 1 day-15 years	.0865 per hour	180 hours

PTO will accrue to a maximum of 250 hours. Employees may elect to re-direct up to 40 hours of PTO into their Extended Illness time (E.I.T.) once they reach the cap of 250 hours.

15.02 PTO Scheduling – PTO requests must be submitted in writing for consideration any time during the year but no later than the 10th day of the month preceding the month for which the PTO is requested. PTO requests will be responded to within fourteen (14) days indicating whether the request is approved or denied. PTO requests will be granted on a “first-come, first granted” basis. If an employee, who has been granted a PTO request, changes positions prior to taking that PTO, management may rescind that PTO approval based on operational needs. Staff shall notify the Employer at least two (2) hours (for day shift) or four (4) hours (for evening & night shifts) in advance of scheduled shift if unable to work.

15.03 Negative Balances: – Employees may not access accruals that would result in a negative balance. Employees may be denied requests for time off if their projected PTO balance would not contain sufficient accruals to cover the requested time off. In this situation, an employee may request an unpaid leave of absence.

15.04 PTO Donation – A PTO donation program has been established to assist employees faced with a serious medical illness or injury to themselves or an immediate family member. Any employee with more than eighty (80) hours of accrued PTO may donate a portion or all of the PTO over eighty (80) hours to another employee who has exhausted all other paid leave, due to a serious health condition. If the donated leave is unused when the employee returns to work, the recipient employee will retain any balance remaining as PTO.

15.05 Requirement to access accruals – Employees are required to utilize accruals on any occasion when they are unable to work as scheduled, for periods of less than 90 days. The following exceptions apply to this requirement: 1. When an employee has been directed not to work by management, the employee may choose to either utilize accruals or take time off without pay. 2. When an employee is on leave due to an Ashley House job-related injury, covered under Worker’s Compensation, the employee is only required to access accruals to offset the difference between Worker’s Compensation time loss and the employee’s regular weekly pay. 3. When an employee is receiving compensation under the State Paid Family and Medical Leave program, the employee may choose to access accruals of no more than 10% of their regular weekly pay. 4. Accruals may not be accessed when an employee is off work due to a disciplinary suspension.

ARTICLE 16 – EXTENDED ILLNESS TIME

16.01 Full time and part time employees will accrue at the rate of 0.01154 per hour compensated into the Extended Illness Time (E.I.T) up to a maximum of 24 hours per year with a cap of 453 hours. Extended illness time hours will be prorated based on hours compensated not to exceed 2080 hours in a calendar year. E.I.T. will be paid at the employee’s regular rate of pay. Extended illness time accrual may be carried over each calendar year. The extended illness time account may be used in coordination with the short-term disability insurance.

16.02 Employees may access their E.I.T. accruals once they have missed 24 consecutive hours of regularly scheduled work. Immediate access to the E.I.T. (without waiting period) is available due to inpatient hospitalization of the employee or the employee’s family member (exclusive of Emergency Room visits), the employee’s on the job injury, physician certified FMLA or WPFML, or maternity leave. Immediate access to the E.I.T. for outpatient surgery is available when the surgery plus recovery period is 3 days or more (as verified by physician certification).

ARTICLE 17 – LEAVE

17.01 General Leave – For special or urgent reasons, an employee may apply for a leave of absence without pay. Consistent with present practice, the employer will give consideration to the circumstances of each application and shall have the right to determine whether or not the leave shall be granted and the duration. A major consideration in granting or denying a requested leave of absence will be the ability of the employer to provide coverage without extra cost in either supervisory time or premium pay time. All requests for leave of absence shall be in writing as far in advance as possible, stating the reason(s) for the leave and the amount of time requested. A written reply

granting or denying the request shall be provided by the employer within thirty (30) days. After one (1) year of employment, leaves may be granted based on one month's leave for each year of employment, up to a maximum leave of 12 months.

17.02 Leave will be granted as per the Washington State Paid Family and Medical Leave law. The Employer will also comply with the Family Medical Leave Act (FMLA) of 1993.

17.03 An employee on a general leave of absence without pay of more than 90 days will not continue to accrue benefits during that leave unless otherwise noted herein, however, an employee shall retain accrued PTO, accrued E.I.T., and seniority status accrued to the date of the commencement of the leave.

17.04 Return to Work – For leaves other than FMLA leaves, if a leave of absence does not exceed 240 hours, the employee will be entitled to return to her/his former job, provided the employee returns at the end of the scheduled leave. If a leave exceeds 240 hours, the employer does not guarantee that the employee can return to her/his former position, but the employee will be considered for the first available similar position without loss of accrued benefits, provided the employee returns to work on or before the scheduled expiration of the leave; it is understood that this general clause does not change the terms of more specific return to work provisions in this Article.

17.05 Educational Leave – Employees may request a leave of absence for educational purposes. The leave is without pay for job related study. The employee must seek permission from the Employer.

17.06 Education Hours – Subject to management approval a maximum of three (3) days of paid education leave per year shall be granted to regular full-time employees. To be considered, the education requested must be related to care provided by Ashley House.

17.07 Bereavement Leave – In the event of a death of an immediate family, eligible employees may be granted up to three days of paid bereavement leave. An additional two (2) days of paid bereavement leave may be granted where extensive travel (in excess of 300 miles one way) is required to attend the funeral or gathering. Payment will only be made for those days the employee was actually scheduled for work. Additional unpaid leave time or paid time off (PTO) may be requested. For the purposes of paid Bereavement Leave, the immediate family shall be defined as either:

A) spouse, domestic partner, child, parent, brother, sister, grandparents or grandchildren, the in-law equivalent of parent, brother or sister or step-family relations or a more distant relative if living as a member of the employee's household.

OR

B) spouse, domestic partner, child, parent, brother, sister, grandparent, grandchild, step-family equivalent relation, a more distant relative if living as a member of the employee's household, and up to 5 named individuals to be considered as an immediate family member, one of which may be a pet. Bereavement leave for a named pet shall only be eligible for up to 1-day of paid bereavement leave.

Employees will be offered an opportunity to state their immediate family election during the new hire onboarding process and again during each annual Open Enrollment period. Option A will serve as the default election in cases where an employee has not designated either election. Once an employee has designated the immediate family election, that election will remain in effect until the employee changes the election during an Open Enrollment period.

17.08 Jury Duty – An employee who is called upon to serve on jury duty on a regularly scheduled working day, or who is called to be a witness on behalf of the Employer in any judicial proceeding, shall be compensated by the Employer for the difference between jury duty or witness pay and the normal straight-time pay (pro rata for part-time employees). Any travel pay shall not be included in these calculations, and may be retained by the employee.

Such pay is subject to verification of actual jury duty service from the clerk of the court; if employees are released from jury service or witness duty prior to the end of their scheduled work shift, they must immediately contact the appropriate supervisor to determine whether they should report for work at the employer. In consideration of patient care concerns, the employee may be requested to be excused from jury duty.

17.09 Military Leave – Leaves without pay for military duty shall be granted in accordance with applicable law.

17.10 Union Leave – After completion of one (1) year of service, the Employer may grant up to thirty (30) days for Union leave. All requests for leave will be provided with as much notice as possible and be in writing. The Employer will apply Union Leave, consistent with the language in the General Leave listed in Article 17.01

ARTICLE 18 – BENEFITS

18.01 Health, Welfare, Dental, and Vision Benefits – The Employer and the Union agree to be bound by the terms of the Trust Agreements, which created the Retail Clerks Welfare Trust, as initially executed on June 18, 1957, or the Trust Agreement which established the Retail Clerks Retiree Welfare Trust, initially adopted December 3, 1998, as applicable, by all subsequent revisions or amendments thereto, and by all policies and other conditions of participation and eligibility, which may be established from time to time by the Plan Document, the Trusts' Rules and Regulations, the Summary Plan Description, and other pertinent procedures, practices, and Trustee actions. The Employer accepts the Employer Trustee members of the Board of Trustees, and their duly appointed successors, as its representatives for purposes of managing the Trust. The Union accepts the Labor Organization Trustee members of the Board of Trustees, and their duly appointed successors, as its representatives for purposes of managing the Trust.

18.02 Adoption of Health and Welfare Labor Agreement: The Employer and the Union agree to be bound by the Health and Welfare Labor Agreement, effective May 2007, by and between Allied Employers, Inc., and UFCW Union Locals Nos. 21, 44, 81, 367, 1439, UFCW International (AFL-CIO), and Teamsters Union Local 38, and by all subsequent revisions or amendments thereto.

18.03 Benefits – Effective February 1, 2018, the Employer shall pay into the Trust 90% of the total required hourly dollar contribution rate as set by the Trust per compensable hour on behalf of all eligible members of the bargaining unit who work sixty (60) hours or more during the preceding month. The hourly rate shall be paid up to one hundred seventy three hours (173) per employee per month. The employee will pay the remaining 10% through pre-tax payroll deduction. This deduction will be averaged out over annual pay period so the amount does not fluctuate per pay period.

18.04 Effective March 1, 2008 all members of the bargaining unit shall pay a weekly fee for their premium and/or family coverage as set by the Trust.

18.05 All eligible members of the bargaining unit who works sixty (60) or more hours per month shall be entitled to benefits under the rules established by the Board of Trustees.

18.06 Contribution. Effective with October 1, 2019 (“Effective Date”) hours, the total hourly contribution rate(s) shall be reduced to \$5.87 per hour except that the total hourly contribution rate shall further decrease on a temporary basis under Section 18.06.1 in order to allow for an Employer contribution in accordance with Section 1 Workforce Development.

18.06.1 Effective for hours on and after the month after ratification, such reduction to the Employer’s contribution under 18.6 shall be made as a monthly employer contribution in accordance with Section 1. The payment of such reduced Health and Wellness contributions shall continue until the earlier of the thirteenth months following the effective date of the reduction or when the Trustees determine, in their sole discretion, that the amount of surplus assets in the Health and Wellness is reduced to, or anticipated to be reduced to zero for the Employer. The employee share of the total hourly contribution under Section 18.03 during this temporary reduction shall be \$0.00. The employer’s contribution shall remain 90% of the current and subsequent hourly figures. The 10% previously paid

by the employee will not be assumed by the employer. However, in no event shall the total contribution rate to the Health Trust be reduced below \$5.87 per hour if the Trust excess assets (above the required reserves) are anticipated to fall below 2½ months of excess reserves before such date. This redirection will include all employees covered under the CBA and through the associates agreement between Ashley House and Sound Health and Wellness.

18.06.2 Starting October 2020, every six months through March 2022, the consultants of the Trust will project Plan expenses and income and report these amounts to the Trustees. Based on those projections, the Trustees will set the contribution rate (with a minimum rate of \$5.87 and up to a maximum rate of \$6.49) that is anticipated to result in an excess reserve of \$52 million by April 30, 2022. Each recalculated rate shall become effective for the Employer as of the effective date determined by the Trustees and the Employer shall pay the recalculated rate as of such effective date in accordance with Section 18.03.

18.06.3 In March 2022, the consultants will determine the actual current hourly cost of the plan based on (1) the most recent 12 months of incurred plan expenses adjusted to reflect trend to the 12-month period ending April 30, 2022, (2) the most recent 12 months of employee contributions, (3) the most recent 12 months of hours, and (4) expected investment income. The contribution rate will be set based on this hourly cost analysis and shall become effective with April 2022 hours, provided that the hourly rate shall not exceed \$6.49 and not be less than \$5.87.

18.07 The Employer party to this Agreement shall continue to pay on a per compensable hour basis (maximum of one hundred and seventy-three (173) hours per calendar month per employee) into the Sound Health & Wellness Trust for the purpose of providing the employees with hospital, medical, surgical, vision, group life, accidental death and dismemberment, weekly indemnity benefits and dental benefits in accordance with the contribution rates and related provisions established by the separate Health and Welfare Agreement between Allied Employers, Inc., and various Local Unions dated April 1, 1977 and as subsequently amended, including the revision dated May 5, 2013, except the period of time during which contributions are to be redirected as described in 18.06 and 18.06.1 above.

18.08 The Health and Welfare contribution shall be computed monthly and the total amount due for each calendar month shall be remitted in a lump sum not later than twenty (20) days after the last day of the month in which the contributions were earned.

18.09 Notwithstanding the foregoing Section, the Board of Trustees of the Sound Health & Wellness Trust shall have the authority to establish and enforce a method for reporting contributions on an accounting period basis, rather than a calendar month basis. In such a case, the one hundred and seventy-three (173) hour maximum shall be appropriately adjusted, as directed by the Trustees, provided that in no event shall the Employer's total obligation be different than what it would have been on a calendar month basis. Further, the total contributions due for each approved accounting period shall be remitted in a lump sum not later than twenty (20) days after the end of the accounting period.

18.10 The term "compensable hour" shall mean any hour for which any employee receives any compensation required by this Agreement.

18.11 Workers Compensation – Workers Compensation insurance shall be provided by the Employer as authorized under state law. PTO or E.I.T. may be used to supplement Workers Compensation pay.

18.12 Unemployment Compensation – During the term of this Agreement, unemployment compensation insurance shall be provided by the employer under the terms established by state law.

18.13 Liability Insurance – the employer shall provide professional liability insurance covering employees (at no cost to the employees) for activities within the scope of their work.

18.14 Voluntary Retirement Plan - All employees are eligible to contribute to the deferred compensation

retirement plan(s) sponsored by the employer.

Section 1: Workforce Development

The Employer contribution rate under 18.06.1 shall be made as a monthly employer contribution to provide in accordance with the following:

1. Within three months of the ratification of this Agreement, the Employer will establish a banking escrow account ("Account") to accept such employer contributions.
2. This contribution obligation shall begin with the effective date of the temporary reduction in the Employer's contribution rate to the SHWT under Section 18.06.1. The Employer shall contribute the full amount of such reduction as a monthly employer contribution to the Account on behalf of all eligible employees.
3. The Employer shall deposit such contributions to the Account each month, on or before the date on which its monthly contributions to the Health Fund otherwise would be due, the contribution amounts that the Employer otherwise would be obligated to contribute to the Health Fund for work performed by its employees. The Account shall include any earnings or return generated by investments.
4. The Account shall be used for the sole purposes of training and workforce development of Ashley House workers who are covered under the SHWT and the payment of administrative expenses related to such training.
5. The Employer and the Union agree to cooperate, including by establishing and implementing a joint training review committee, to support the planning and implementation of training programs following the mutual agreement of the Union and the Employer.

The Account, or a portion thereof, shall be used for the sole purpose of delivering training and development to Ashley Houses employees, by a non-profit organization.

Following such agreement, the Employer shall direct the escrow agent to release the Account as to the Fund within seven (7) days of such notice.

ARTICLE 19 – GRIEVANCE PROCEDURE

19.01 Grievance Defined – A grievance is defined as an alleged breach of the terms and conditions of the Agreement. An introductory employee shall not be entitled to use this grievance procedure for any disciplinary actions that are taken by the Employer. It is the intent of this grievance procedure to settle such disputes or complaints at the point of origin. It is understood by both parties that there will be no suspension of work of any kind or interference with the operation of the Employer during the processing of a grievance. In the event that such complaint or dispute arises it shall be handled in the following manner:

19.02 Step 1 – Employee and Immediate Supervisor – It is the desire of the parties to this Agreement that grievances be addressed informally whenever possible, and at the first level of supervision. If an employee or the Union believes a grievance exists, the employee or Union shall first reduce it to writing, setting forth the detailed facts concerning the nature of the grievance, the specific contractual provision allegedly violated, and the relief sought, and submit the grievance to the immediate supervisor within Thirty (30) calendar days of becoming aware, or reasonably should have become aware, that a grievance exists or it shall be deemed null and void. The supervisor, the employee and the Unit or Union Rep shall meet and discuss the issue.

The supervisor shall endeavor to resolve the grievance and shall respond in writing within fourteen (14) calendar days of the meeting. The Employer's failure to respond within the fourteen (14) day time frame shall be regarded as a denial of the grievance.

19.03 Step 2 – Employee, Union Rep and Executive Director – If the employee or the Union is not satisfied with the reply in Step 1, the employee or the Union may, within fourteen (14) calendar days of the decision, refer any unresolved issues in writing to the Executive Director. A conference between the employee, Union representative and Executive Director shall then be held within fourteen (14) calendar days. The Executive Director will endeavor to resolve the grievance and shall respond, in writing, within fourteen (14) calendar days of the meeting with the grievant. The Employer's failure to respond within the fourteen (14) day time frame shall be regarded as a denial of the grievance.

19.04 Step 3 – Arbitration – If the grievance is not settled on the basis of the foregoing procedures, the Union must notify the Employer in writing of the intent to submit to arbitration within fourteen (14) calendar days after the decision of the Executive Director in Step II. After notification that the dispute is submitted for arbitration, the Employer and the Union may attempt to agree on an arbitrator. If the Employer and the Union fail to agree on an arbitrator, a list of eleven (11) arbitrators shall be requested from the Federal Mediation and Conciliation Service. The parties will flip a coin to determine who strikes the first name from the list of provided arbitrators. The parties shall thereupon alternate in striking a name from the panel until one (1) name remains. The person whose name remains shall be the arbitrator. The Arbitrator's decision shall be final and binding on all parties, subject to the following terms and conditions. The Arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the provision of this Agreement, but shall be authorized only to interpret existing provisions of the Agreement as they may apply to the specific facts of the issue in dispute. If the Arbitrator finds the Employer was not limited by this Agreement from taking the action grieved, the Arbitrator shall have no authority to limit the Employer's action and shall not substitute the Arbitrator's judgment for the Employer's. Any dismissal by the Arbitrator, whether on the merits or on procedural grounds, shall bar any further arbitration.

19.05 Initially, each party shall bear one-half ($\frac{1}{2}$) of the fee of the Arbitrator and any other expenses jointly incurred by mutual consent incident to the arbitration hearing. The prevailing party shall be reimbursed their expenses for the Arbitrator. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party.

19.06 Any arbitrator accepting an assignment under this Article agrees to issue an award within 45 calendar days of the close of the hearing or the receipt of post-hearing briefs, whichever is later.

19.07 Parties may agree in writing to mutually extend any of the time frames for responses specified in Articles 19.01 through 19.03.

ARTICLE 20 – CONFERENCE COMMITTEE

20.01 A conference Committee, consisting of up to 1 employee representative per House elected by the bargaining unit and up to 4 management personnel, and to include the Executive Director or designee, may meet as needed, but at least quarterly to consider patient care issues, nursing practices, employee relations or other areas of mutual concern. After the election, the Union shall submit to the employer's Director of Human Resources the names of the employees selected for the Committee. This committee shall be advisory only. Two hours per person shall be paid by the Employer for each meeting. The Committee Chair will be elected from the employee staff and the agenda will be developed and schedules set by the chair with input from all members.

ARTICLE 21 – UNILATERAL INCREASES

21.01 Nothing contained herein shall prohibit the Employer, at its sole discretion, from paying wages and/or benefits in excess of those provided for herein, and provided however, that the Employer shall give the Union notice as to such increases prior to their implementation.

ARTICLE 22 – EFFECT OF INVALIDITY

22.01 This Agreement shall be subject to all future and present applicable federal and state laws. Should any

provision(s) become unlawful by virtue of the declaration of any court of competent jurisdiction, such action shall not invalidate the entire Agreement. Any provisions of this Agreement not declared invalid shall remain in full force and effect for the life of the Agreement. If any provision is held invalid, the parties hereto shall enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision.

ARTICLE 23 – NO STRIKE/NO LOCKOUT

23.01 The parties to this Agreement realize that the Employer provides special and essential services to the community and to our clients, and for this and other humanitarian reasons, it is the intent of the parties to settle disputes by the grievance procedure provided herein. It is, therefore, agreed that during the term of this Agreement (a) the Employer shall not lock out its employees, and (b) neither the employees nor their agents shall participate in any way in any strike, including any sympathy strike, picketing, walkout, slowdown, boycott or any other interference with the operations of the Employer, including any refusal to cross any other organization’s picket line. Any employee participating in any strike, picketing, walkout, slowdown, boycott or any other interference with the operations of the Employer shall be subject to immediate dismissal. This provision shall continue during all contract negotiations until such time as the parties have made a good-faith effort to resolve all outstanding issues and thereafter provide all legally required notices.

ARTICLE 24 – FUTURE FUNDING

24.01 The Employer and the Union recognize the uncertainty of health care funding and agree that if revenues decrease by 10% in any given year, they will meet again to negotiate wages and health care benefits. The two parties further agree that should funding increase by 10% they will meet to negotiate wages and health care benefits.

ARTICLE 25 – DURATION OF AGREEMENT

25.01 Except as provided below, this Agreement shall be in full force and effect as of January 1, 2021, through December 31, 2024, and shall be automatically renewed each year thereafter upon each anniversary of said date, unless written notice to the contrary be given to either party by the other on or before ninety (90) days prior to the expiration date.

IN WITNESS WHEREOF, we attach our signatures this 10 day of Sept, 2021.

Ashley House

UFCW Local 21



Ken Maaz, Executive Director

Mia Contreras, Executive VP

APPENDIX A
to the Agreement by and between UFCW Local 21 and Ashley House

****Attached end of agreement****

APPENDIX B
to the Agreement by and between UFCW Local 21 and Ashley House
Home Health Care Addendum

In recognition of the unique nature of home care, the parties agree to the following special conditions:

When selecting staff for home care, the compatibility of the individual staff person with the family and the preferences of the family will be given priority.

Even after being hired to provide home care, the hours available for work are totally dependent upon the child's needs. For example, a sudden hospitalization may result in an immediate reduction or termination of hours. It is also possible that a family could select another agency to provide home care with no notice to the Employer. In such circumstances the Employer would be unable to provide notice of termination and would be unable to guarantee assignment of any other hours.

If a new employee is hired solely for the purpose of providing home care, the position will be considered temporary. If the need for that employee changes the employee will have no reduction in force rights.

If a nurse already employed by the Employer responds to a posted notice for a home care position and is selected to fill that position then he or she retains full reduction in force rights.

In recognition of the unique circumstances with the employee working alone in the home with no one to relieve him or her for lunch the Employer will pay for the lunch period at straight time. Employees are allowed to take normal breaks but must remain within earshot of the client.

Agreed to this 10 day of Sept, 2021.

Ashley House

UFCW Local 21



Ken Maaz, Executive Director

Mia Contreras, Executive Vice President

LETTER OF UNDERSTANDING
Regarding Modifications necessary to transfer to
Sound Health and Welfare Trust for All members of the bargaining unit
and
Continued Associate Participation of Non-Bargaining Unit Employees
by and between UFCW Local 21 And Ashley House

The Sound Health & Wellness Trust Agreement allows participation of non-bargaining unit employees in the Trust, providing the Employer is signatory to a collective bargaining agreement with UFCW 21. Non-bargaining unit employees may only participate in the Trust pursuant to an Associate Agreement.

All non-bargaining unit employees who work over 100 hours per month or on an annual basis of at least 1200 hours must be reported if an Employer has an Associate Agreement.

To be eligible under the Associate Agreement an individual must have a bona fide employment relationship with the Employer and must work and be compensated for at least 100 hours a month or on an annual basis of at least 1200 hours.

Ashley House

UFCW Local 21



Ken Maaz, Executive Director

Mia Contreras, Executive Vice President

Ashley House Approved Represented Scale- Appendix A- 2021

Year 1 - Stated Flat Amounts to each Base Rate, then even % between steps, stop at 20 Steps. Step 20 CNA at current scale step 21. All Employees receive step increase on anniversary date. If at Step 20, Top of the Scale Bonus will apply: Scale Bonus will apply for anniversaries after step 20.

Add to Base:	% Steps:	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20
\$	0.55	16.02	16.34	17.00	17.34	17.68	18.04	18.40	18.76	19.14	19.52	19.91	20.31	20.72	21.13	21.55	21.99	22.42	22.87	23.33	23.93
\$	0.55	16.02	16.34	16.66	17.00	17.34	17.68	18.04	18.40	18.76	19.14	19.52	19.91	20.31	20.72	21.13	21.55	21.99	22.42	22.87	23.33
\$	0.55	16.94	17.28	17.63	17.98	18.34	18.71	19.08	19.46	19.85	20.25	20.66	21.07	21.49	21.92	22.36	22.81	23.26	23.73	24.20	24.69
\$	1.50	21.46	21.89	22.32	22.77	23.23	23.69	24.16	24.65	25.14	25.64	26.16	26.68	27.21	27.76	28.31	28.88	29.46	30.05	30.65	31.26
\$	0.55	17.03	17.37	17.72	18.08	18.44	18.81	19.18	19.57	19.96	20.36	20.76	21.18	21.60	22.03	22.47	22.92	23.38	23.85	24.33	24.81
\$	0.85	22.50	23.07	23.64	24.23	24.84	25.46	26.10	26.75	27.42	28.10	28.81	29.59	30.26	31.02	31.80	32.59	33.41	34.24	35.10	35.97
\$	1.25	30.34	31.10	31.87	32.67	33.49	34.33	35.18	36.06	36.96	37.89	38.84	39.81	40.80	41.82	42.87	43.94	45.04	46.16	47.32	48.50

Year 2- COLA based on October CPI-W West B&C (Pacific Cities and U.S. City Averages), minimum of 0.5% up to 1.7% maximum

% Steps:	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20	
2.00%	16.26	16.58	16.91	17.25	17.60	17.95	18.31	18.67	19.05	19.43	19.82	20.21	20.62	21.03	21.45	21.88	22.32	22.76	23.22	23.68	24.15
2.00%	16.26	16.58	16.91	17.25	17.60	17.95	18.31	18.67	19.05	19.43	19.82	20.21	20.62	21.03	21.45	21.88	22.32	22.76	23.22	23.68	24.15
2.00%	17.20	17.54	17.89	18.25	18.62	18.99	19.37	19.76	20.15	20.55	20.97	21.38	21.81	22.25	22.69	23.15	23.61	24.08	24.56	25.06	25.56
2.00%	17.20	17.54	17.89	18.25	18.62	18.99	19.37	19.76	20.15	20.55	20.97	21.38	21.81	22.25	22.69	23.15	23.61	24.08	24.56	25.06	25.56
2.00%	17.29	17.63	17.99	18.35	18.71	19.09	19.47	19.86	20.26	20.66	21.07	21.50	21.93	22.36	22.81	23.27	23.73	24.21	24.69	25.19	25.69
2.50%	22.84	23.41	24.00	24.60	25.21	25.84	26.49	27.15	27.83	28.52	29.24	29.97	30.72	31.49	32.27	33.08	33.91	34.75	35.62	36.51	37.43
2.50%	30.79	31.56	32.35	33.16	33.99	34.84	35.71	36.60	37.52	38.46	39.42	40.40	41.41	42.45	43.51	44.60	45.71	46.86	48.03	49.23	50.46

Year 3- COLA based on October CPI-W West B&C (Pacific Cities and U.S. City Averages), minimum of 0.5% up to 1.7% maximum

% Steps:	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20	
2.00%	16.50	16.83	17.17	17.51	17.86	18.22	18.58	18.95	19.33	19.72	20.11	20.51	20.92	21.34	21.77	22.21	22.65	23.10	23.56	24.04	24.52
2.00%	16.50	16.83	17.17	17.51	17.86	18.22	18.58	18.95	19.33	19.72	20.11	20.51	20.92	21.34	21.77	22.21	22.65	23.10	23.56	24.04	24.52
2.00%	17.46	17.81	18.16	18.53	18.90	19.27	19.66	20.05	20.45	20.86	21.28	21.71	22.14	22.58	23.03	23.49	23.96	24.44	24.93	25.43	25.94
2.00%	17.46	17.81	18.16	18.53	18.90	19.27	19.66	20.05	20.45	20.86	21.28	21.71	22.14	22.58	23.03	23.49	23.96	24.44	24.93	25.43	25.94
2.00%	17.55	17.90	18.26	18.62	18.99	19.37	19.76	20.16	20.56	20.97	21.39	21.82	22.26	22.70	23.15	23.62	24.09	24.57	25.06	25.56	26.08
2.50%	23.18	23.76	24.36	24.97	25.59	26.23	26.89	27.56	28.25	28.95	29.68	30.42	31.18	31.96	32.76	33.58	34.42	35.28	36.16	37.06	37.99
2.50%	31.26	32.04	32.84	33.66	34.50	35.36	36.25	37.15	38.08	39.03	40.01	41.01	42.04	43.09	44.15	45.27	46.40	47.56	48.75	49.97	51.22

Top of the Scale Bonus:

Employees on Step 20 will receive a bonus on their anniversary date based on 2% of total compensation earned in the previous 26 payperiods, starting with the payperiod that included their previous anniversary date, up to the limits specified below:

	Top of Scale Bonus Cap
CNA	\$ 1,000.00
BIT 1 & 2	\$ 1,000.00
Maint Asst	\$ 1,000.00
Maint	\$ 1,500.00
LPN	\$ 1,500.00
RN	\$ 2,000.00

Ratification Bonus - Upon ratification of this contract to be paid within 3 payroll periods of ratification all current employees at the date of ratification will receive a ratification bonus of:

- Full - time Employee: \$800
- Part - time Employee and Per Diem Employee: \$500
- *Per Diem Employees who were not hired before 1/1/21 will not be eligible for the bonus

THE UNION DIFFERENCE

As a union member, you have certain rights at your workplace:

A Voice at Work

Because you have a union, you have a voice at work. A negotiating committee of union members and staff negotiate with management—as equals—over wages, benefits, working conditions, and other issues. The union committee pushes for the issues that union members choose. The result of negotiations is a proposed contract which members vote on before it takes effect.

Right to Union Representation

Every union member has the right to union representation during an investigatory interview that could lead to discipline. This is called your “Weingarten” right, after a Supreme Court case which established the right to representation.

Just Cause for Discipline

The just cause provision in your union contract ensures you have due process in cases of discipline. The just cause standard is a well-defined set of legal rules that involve several different “tests” of a disciplinary action. The tests of just cause provide considerable protection against retaliation, discrimination, or other unfair actions.

The Security of a Union Contract

As a union member, your wages and working conditions are spelled out in writing in a legally-binding union contract. You are not alone at the workplace—instead, you have the security of knowing that your rights are protected by your union contract and backed up by the 50,000 other members of UFCW 3000.

Union Leadership

UFCW 3000 leadership is provided by the member-elected Executive Board. The Executive Board is made of rank-and-file UFCW 3000 members from diverse workplaces, income levels and backgrounds.

My Shop Steward is:

My Union Rep is:

*Building a powerful Union that fights for economic,
political and social justice in our workplaces
and in our communities.*

Seattle: 5030 First Ave S, Suite 200, Seattle, WA 98134-2438

Mt. Vernon: 1510 N 18th St, Mt Vernon, WA 98273-2604

Des Moines: 23040 Pacific Hwy S, Des Moines, WA 98198-7268

Silverdale: 3888 NW Randall Way, Suite 105, Silverdale, WA 98383-7847

Spokane: 2805 N Market St, Spokane, WA 99207-5553

Spokane: 1719 N Atlantic St., Spokane, WA 99205

Tri-Cities: 2505 Duportail St, Suite D, Richland, WA 99352-4079

Wenatchee: 330 King St, Suite 4, Wenatchee, WA 98801-2857

Yakima: 507 S 3rd St, Yakima, WA 98901-3219

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