

Agreement by and between **UFCW 3000** and **Harbors Home Health & Hospice**

Effective through 11-30-2023

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: 1-866-210-3000

2021 - 2023
AGREEMENT
by and between
Harbors Home Health & Hospice
and
UFCW LOCAL 21

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2021 - 2023

AGREEMENT

by and between
Harbors Home Health & Hospice
and
UFCW LOCAL 21

This Agreement is made and entered into by and between Harbors Home Health & Hospice (hereinafter referred to as the "Employer") and UFCW Local 21, chartered by the United Food and Commercial Workers International Union, AFL-CIO, CLC (hereinafter referred to as the "Union").

PREAMBLE

The purpose of this Agreement is to set forth the understanding reached between the parties with respect to wages, hours of work and other terms and conditions of employment.

ARTICLE 1 – RECOGNITION

- 1.1 The Employer recognizes the Union as the exclusive bargaining representative for all employees in the unit identified as Unit A (Professional Unit) and Unit B (Para-professional Unit) by the National Labor Board in Case Relations No. 19-RC-13229, which includes: All full-time and regular part-time professional employees, including RNs and LPNs, and nonprofessional employees, including clerical employees and nurses' aides, employed by the Employer in Grays Harbor and Pacific Counties, Washington; excluding all confidential employees, per diem and temporary on-call employees, guards and supervisors as defined in the Act.
- 1.2 The Employer will advise the Union of any new classifications appropriate to this bargaining unit.

ARTICLE 2 – UNION MEMBERSHIP

- 2.1 Membership Requirement: It shall be a condition of employment that all employees covered by this Agreement who are members of the Union in good standing on the effective date of the Agreement shall remain members in good standing, and those who are not members on the effective date of the Agreement shall, on the 30th day following the effective date of this Agreement, become and remain members of the Union in good standing. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the 30th day following the beginning of such employment, become and remain members of the Union in good standing. For the purpose of this section, the execution date of this Agreement shall be considered as its effective date. Employees who fail to comply with this membership requirement shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Union, unless the employee fulfills the membership obligations set forth in this Agreement. Under no circumstance shall the Employer be liable for payment of any dues or fees to the Union, and the Union's sole recourse for a violation of this section is to request termination of such employee as provided herein. In the event of any discharge pursuant to the terms of this Article, the

Union hereby agrees to indemnify and hold the Employer harmless from any loss as a result of such discharge.

- 2.2 Dues/Deductions: During the term of this Agreement, the Employer shall deduct dues and initiation fees from the pay of each member of the Union who voluntarily executes a wage assignment authorization form. When filed with the Employer, the authorization form will be honored in accordance with its terms. The amount deducted and a roster of all employees using payroll deduction will be transmitted monthly to the Union by check payable to its order. The employee roster will be transmitted electronically. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deductions. The Union and each employee authorizing the assignment of wages for the payment of Union dues 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.

ARTICLE 3 – NONDISCRIMINATION

- 3.1 In conformance with applicable federal and state laws the Employer and the Union agree not to discriminate in any manner whatsoever against any employee on the basis of race, color, religion, creed, sex, marital status, sexual orientation, national origin, age or disability, subject to occupational requirements and ability to perform the job requirements.
- 3.2 If an employee of the Union elects to file a grievance under Section 3.1, prior to submitting the grievance to arbitration, the employee shall sign a written memorandum waiving the employee's right to pursue alleged violations of the provisions of this section with a governmental agency. Failure to sign such a waiver shall relieve the Employer of its obligation to consider the grievance beyond Step 2 of the grievance procedure.

ARTICLE 4 – MANAGEMENT RIGHTS AND RESPONSIBILITIES

The Union recognizes that the Employer has the obligation of serving the public with the highest quality of nursing care, efficiently and economically, and/or meeting medical emergencies. The Union further recognizes the right of the Employer to operate and manage its business including but not limited to the right to require standards of performance and to maintain order and efficiency; to direct employees and determine job assignments; to schedule work; to determine the materials and equipment to be used; to implement improved operational methods and procedures; to determine staffing requirements; to utilize personnel, methods and means in the most appropriate and efficient manner possible; to establish and change shifts, work days, hours of work, work locations and assigned work duties; to contract for the services of temporary employees; to determine the kind and location of facilities; to determine whether the whole or any part of the operation shall continue to operate; to select and hire employees; to promote and transfer employees; to discipline, demote or discharge employees for just cause; to lay off or low census (on a daily basis) employees for lack of work; to recall employees; to require reasonable overtime work of employees; and to promulgate rules, regulations and personnel policies, provided that such rights shall not be exercised so as to violate any of the specific provisions of this Agreement. The parties recognize that the above statement of management responsibilities 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.

ARTICLE 5 – UNION BUSINESS, RIGHTS, AND OBLIGATIONS

- 5.1 Union Access: Duly authorized representatives of the Union will be permitted access to designated areas of the Employer's premises at reasonable times for the purpose of transacting Union business which cannot be transacted elsewhere; provided, however, that the Union representative first notifies the Administrator or designee in advance and identifies which location or work area the Union representative wishes to visit, and confines the visit to such location or work area as agreed upon. It is understood and agreed that the transaction of any Union business on the Employer's premises shall be subject to general rules applicable to non-employees, and that there shall be no interference with the work of the employees in any of the Employer's office locations, in a client home or in transit on client visit/Employer business, nor shall there be any other interference with the proper operation of the Employer's business.
- 5.2 Bargaining Unit Information: Upon the signing of this Agreement and as requested by the Union, but not more frequently 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, classification, Social Security number, date of hire, hourly rate of pay, and employment status for each employee. Each month the Employer shall also send a list of those persons covered by this Agreement who were hired or terminated which includes the information listed above. All information described above for the bargaining unit and new hires will be transmitted electronically.
- 5.3 Bargaining Unit Representatives: Employees shall have the right to elect unit representatives from among members of the bargaining unit. These unit representatives shall not be recognized by the Employer until the Union has given the Employer written notice of the selection. Unless otherwise agreed to by the Employer, the investigation of grievances and other Union business shall be conducted only during the non-working time of both the unit representative and the employee.
- 5.4 Bulletin Board: The Employer will furnish bulletin board space at each location for the use of the Union. All materials posted must be dated and signed by a Union representative. The Union agrees to limit the posting of any Union material to the designated bulletin boards.
- 5.5 Contract: The Employer will give each newly hired employee a copy of this Agreement, a membership application and a payroll deduction form. The Union will provide copies of this Agreement to the Employer.

ARTICLE 6 – DEFINITIONS

- 6.1 Probationary Employee: An employee shall be considered a probationary employee during the first three (3) calendar months of employment. After three (3) months of continuous employment, the employee shall attain regular status unless specifically advised by the Employer in writing of an extended probationary period not to exceed additional three (3) months. Probationary employees shall accrue benefits and be eligible to use them as specified elsewhere in this Agreement. During or prior to the conclusion of the probationary period, either the Employer or the employee may decide to terminate the employment relationship for any reason without notice or pay in lieu of notice such termination shall not be subject to the grievance procedure of this Agreement.

- 6.2 Full-time Employee: An employee who has completed the probationary period and is normally scheduled on a continuing basis to work at least forty (40) hours per week.
- 6.3 Part-time Employee: An employee who has completed the probationary period and is normally scheduled on a continuing basis to work less than forty (40) hours per week. A part-time employee normally scheduled to work thirty (30) or more hours per week is eligible for benefits. Part-time employees normally scheduled to work less than thirty (30) hours per week are not eligible for vacation, holiday, and sick leave (beyond the statutory minimum) or life insurance benefits. To be eligible for medical insurance coverage, an employee must be compensated for one hundred (100) or more hours per month.

ARTICLE 7 – EMPLOYMENT PRACTICES

- 7.1 Job Openings: The Employer shall provide written notification to each location of all openings for positions covered by this Agreement in advance of filling the position in order to afford present employees an opportunity to apply for consideration. Except for situations that, in the opinion of the Employer, require more immediate action, the Employer shall provide at least five (5) working days' advance notice. Any employee interested in a position must apply in writing to the Administrator or designee. In the selection process, the Employer will select the most highly qualified applicant for the position. Where qualifications are considered substantially equal by the Employer, the senior employee applying for such job will be given preference. For purposes of this contract, the term 'qualified' is herein defined to include such factors as the skill, competence and ability to perform all of the essential functions of the job, documented attendance, punctuality record, experience and past performance, in the opinion of the Employer; provided that such judgment is based on established criteria and is not arbitrary or capricious.
- 7.1.1 Employees transferring to a new position will be subject to a six (6) month review period. If the employee does not successfully complete the review period in the opinion of the Employer or if the employee elects not to continue in that position during this six (6) month period, the employee will be returned to the employee's prior position, if vacant. If the position has been filled, the employee will be eligible for other available open positions for which the employee is qualified or shall be released from duty and will be placed on the Recall Roster under Section 8.3 and provided with recall rights.
- 7.2 Health Exams: The Employer will provide a Tuberculosis test at the time of hire, and annually thereafter. Hepatitis vaccine will be provided to any employee with direct patient contact or possible exposure to blood and body fluids. HIV screening will be provided as per OSHA guidelines.
- 7.3 Evaluations: The Employer shall maintain an evaluation system which provides for employee evaluations on a probationary and annual basis. No evaluation will be entered into an employee's file until the employee has had an opportunity to read, comment on and sign it. Upon request, the Employer shall provide an employee a copy of the completed evaluation.
- 7.4 Discipline & Discharge: No full-time or part-time employee will be disciplined or discharged except for just cause. The Employer shall be the sole judge of the employee's capability and competence; provided, however, that such judgment shall be exercised in good faith and based upon established job criteria. "Just

Cause” shall include the concept of progressive discipline (such as verbal and written reprimands and the possibility of suspension without pay); provided however, an employee may be subject to immediate dismissal or suspension based on the seriousness of the offense. Employees shall receive a copy of all written warnings. Employees shall be required to sign the written warning for the sole purpose of acknowledging receipt thereof. An employee may request the attendance of a Unit/Union Representative for purposes of observation in a meeting wherein disciplinary action, or investigation which may lead to disciplinary action, is taken by the Employer.

- 7.5 Personnel Files: By appointment, employees shall have access to their personnel files during normal business hours. Employees shall have the right to review and comment on letters of warning and performance evaluations currently in their personnel file.
- 7.6 Notice of Resignation/Termination: All professional employees are expected to give at least thirty (30) calendar days’ prior written notice of intended resignation. Full-time and part-time employees shall give not less than fourteen (14) calendar days’ prior written notice of intended resignation. Failure to give at least fourteen (14) days’ notice shall result in loss of any accrued vacation pay. Regular employees shall receive at least fourteen (14) calendar days’ prior written notice of termination or pay in lieu thereof unless discharged for just cause.

ARTICLE 8 – SENIORITY, LAYOFF & RECALL

- 8.1 Seniority: Seniority is defined as an employee’s length of employment within the employee’s job classification from most recent date of hire. Seniority shall not apply to an employee until the employee has completed the required probationary period. Upon satisfactory completion of the probationary period, the employee shall be credited with seniority from the most recent date of hire.
- 8.2 Layoff: A layoff is a permanent reduction in the number of employees employed by the Employer. Except for emergency situations or unforeseeable conditions that do not make advance notice possible, the Employer will provide notice of impending layoff to all affected employees, within a job classification, and to the Union fourteen (14) days prior to the implementation of the layoff. Upon request, the Union and the Employer shall meet within five (5) days from the notice of layoff to review the layoff order. Layoffs shall occur by classification at the affected location(s). If the employee to be laid off at a specific location is not the least senior employee in that job classification within the bargaining unit, the employee will be offered the position of the least senior employee in the bargaining unit, providing the employee is qualified for the position. Seniority shall be the determining factor for layoff and recall, providing that skill, competence, ability, experience and past performance are considered substantially equal in the opinion of the Employer. Subject to availability, qualified employees on layoff status shall be given preference for available extra on-call shifts. An employee on layoff shall be required to keep the Employer informed of the employee’s current address and phone number and shall inform the Employer when they will not be at their address for periods of one (1) week or longer.
- 8.3 Recall: Employees on layoff status shall, by classification, be placed on a reinstatement roster for a period of twelve (12) months from the date of layoff. When a vacancy occurs, employees, by classification, will be reinstated in the reverse order of the layoff, subject to Section 7.1 Job Openings, providing skill, competency

and ability are considered substantially equal in the opinion of the Employer. An employee shall not accrue seniority while on layoff status.

8.4 Break in Seniority: Seniority shall be broken by the following:

- a. Resignation
- b. Discharge
- c. Retirement
- d. Refusal to accept a comparable position while on layoff status when offered by the Employer. A comparable position shall be defined as a position within a .2 FTE of the employee's position before layoff, similar location and within two (2) hours of the previous start time.
- e. Layoff of more than twelve (12) months, and
- f. Exceeding the terms and duration of an approved leave of absence.

8.5 Seniority Roster: In the event of a layoff, a seniority roster will be available to employees and provided to the Union upon request.

ARTICLE 9 – HOURS OF WORK AND OVERTIME

9.1 Work Day: A normal work day shall consist of eight (8) hours' work to be completed within eight and a half (8½) consecutive hours, with a thirty (30) minute unpaid meal period; or eight (8) hours' work to be completed within nine (9) consecutive hours, with a sixty (60) minute unpaid meal period.

9.2 Work Week: The normal work period may consist of up to forty (40) hours within a seven (7) day period, Sunday through Saturday.

9.3 Overtime: Employees shall receive compensation at the rate of one and one-half (1½) times the straight time hourly rate of pay for all work performed in excess of forty (40) hours in any one work week. All overtime must be approved in advance by the Employer. Time paid for but not worked shall not count as time worked for purposes of computing overtime pay. There shall be no pyramiding or duplication of overtime and premium pay for work on a holiday.

9.4 Meal & Rest Periods: Employees shall receive an unpaid meal period of at least thirty (30) minutes during each eight (8) hours worked. Employees who cannot be relieved of all duties shall be paid at the appropriate rate for their meal period. Meal period and rest periods shall be administered in accordance with state law.

9.5 Work Schedules: The Employer shall determine and post employee work schedules (days on and days off) as well as weekend and holiday schedules ten (10) days prior to the effective date of the schedules. The Employer retains the right to change these work schedules to maintain an efficient and orderly operation. Except for emergency conditions and unforeseeable conditions beyond the Employer's control (for example, staff replacement, case load, client need, and changes in patient census), an employee's posted schedule (days on and days off) may only be changed by mutual consent.

9.6 Additional Hours: Part-time employees who desire additional regular hours of work between Monday and Friday shall notify their supervisor in writing by Thursday 5:00 pm of the preceding week. This written notification shall include the calendar dates and areas of availability on forms provided by the Employer. A copy of the completed form shall be kept by the employee. The Employer will first attempt to contact these part-time employees prior to contacting per diem employees to work these additional non-overtime hours. To qualify for additional hours the employee must be current in documentation for regular assignments.

Additional hours will be assigned based on skill, competency, and efficiency. These additional hours worked shall not change the employee's FTE status.

9.6.1 Weekend & Holiday Hours: Regular full-time and part-time employees who desire additional non-overtime weekend hours or holiday hours shall notify their supervisor in writing five (5) days prior to the posting of the monthly work schedule on forms provided by the Employer. The employee shall retain a copy of the completed form. These employees will be scheduled for available weekend or holiday hours prior to scheduling per diem employees. To qualify for additional hours, the employee must be current in documentation for regular assignments. Additional hours will be assigned based on skill, competency, and efficiency. These additional hours worked shall not change the employee's FTE status.

9.7 Low Census: The Employer will attempt to rotate low census days equitably, by reverse seniority, at each job site within a job classification, providing patient care, skill, continuity and efficiency requirements are met. Prior to instituting mandatory low census, the Employer will, where possible, cancel Employer personnel, employees working in an overtime condition, volunteers and then on-call employees, subject to the factors identified above. Inadvertent or mistaken application of this provision does not entitle the employee to back pay; rather, the employee will be able to skip their next turn in the low census rotation.

ARTICLE 10 – COMPENSATION

10.1 Wage Rates: Employees covered by this Agreement shall be paid in accordance with the wage rates set forth in Appendix A through Appendix D.

10.2 Effective Date: All changes in compensation provided for in this Agreement shall become effective the first full payroll period on or after the ratification of this Agreement.

10.3 Pay Days: Pay days will be on the tenth (10th) and the twenty fifth (25th) of each month. Hours worked from the first (1st) through the fifteenth (15th) will be paid on the following twenty fifth (25th). Hours worked from the sixteenth through the end of the month will be paid on the following tenth (10th) of the month. All payroll will be distributed by direct deposit.

10.4 Weekend Premium: Professional Unit employees (RNs and LPNs) shall be paid an additional four dollars (\$4.00) for each weekend visit. Para-Professional Unit employees (nurse's aides) shall be paid an additional eight (\$8) for each weekend visit.

10.5 Travel Allowance: Providing appropriate documentation is provided to the Employer, the Employer shall reimburse eligible employees for use of their private vehicle while on the Employer's business at the rate authorized by the Internal Revenue Service, and other regulatory agencies. Eligible employees are those who have on file with the Employer a copy of their valid driver's license, proof of insurance, and whose driving record does not disqualify them from driving on behalf of the Employer. It is the Employer's discretion to determine, with mutual agreement of the employee, whether to provide mileage reimbursement or provide an Employer vehicle.

Any change in the mileage rate shall be effective in the month following the publication date of the change, and approval by the Health Care Financing Administration. Reimbursement shall be made on employee's payroll as per schedule in Section 10.3 above.

- 10.6 Mentor Program: Mentor Premium pay: Any professional employee or bath aid training a new professional employee or bath aid shall receive premium pay of two hundred and fifty dollars (\$250) (bath aid) and four hundred dollars (\$400) (professional employee) once the new professional employee or bath aid completes their ninety (90) day probationary period. Employees who have received discipline within the last twelve (12) months are not eligible to participate in the Mentor Program.
- 10.7 On Call: Professional Unit Employees (RNs and LPNs) assigned to on-call status shall be paid at a rate of four dollars (\$4.00) per hour. Employer will provide electronic devices to employees assigned to on-call.
- 10.8 Call Out Pay: For Professional Unit Employees (RNs and LPNs) a premium of thirty five (\$35) per visit shall be paid for call out from on-call status. Call out is initiated when a home visit is required. Call out compensation for a visit shall include any documentation at the time of the visit and/or telephone consultation associated with that visit. Time spent for the visit, including the visit, documentation, and travel time is paid at the nurse's applicable rate of pay.
- 10.9 Telephone Consultation: For Professional Unit Employees (RNs and LPNs), subject to recording procedures and documentation requirements, the Employer will pay at the regular rate of pay of actual time spent on telephone calls and related documentation, with a fifteen (15) minute guarantee, while on on-call status. Telephone consultations and related documentation occurring after 11:00 p.m. and before 7:00 a.m. shall be paid at the applicable rate of pay with a thirty (30) minute minimum guarantee. Separate phone calls relating to the same patient made in conjunction with the original phone call will be considered as one phone consultation for purposes of this understanding.
- 10.10 Anniversary Date: For purposes of determining movement to a new step, a June 1 anniversary date shall be used.
- 10.12 Certification Pay: Nurses shall receive fifty cents (\$.50) per hour for an approved Certification. Any additional Certification shall receive fifty cents (\$.50) cents per hour up to a total of three (3) Certifications.
- 10.13 Bonus: Employees covered by this Agreement shall receive a one-time bonus in the net amount of \$2,000.00, payable on the first payroll period following ratification of this Agreement. Employees must be active and on the payroll the day the bonus is paid to be eligible for the on-time bonus.

ARTICLE 11 – HOLIDAYS

- 11.1 After thirty (30) days of employment, full-time and eligible part-time employees shall receive holiday pay for the following holidays:
- | | | | |
|----------------|------------------|------------------------|---------------|
| New Year's Day | Independence Day | Thanksgiving Day | Christmas Eve |
| Memorial Day | Labor Day | Day after Thanksgiving | Christmas Day |
- 11.2 Whenever an observed holiday falls on Sunday, the following Monday will be considered a legal holiday. Whenever a holiday falls on Saturday, the prior Friday shall be considered the legal holiday. (Note: This section applies to the six nationally recognized holidays listed in Section 11.1 above.)
- 11.3 Each holiday is considered eight (8) hours for full-time employees based upon a forty (40) hour work week. The appropriate percentage of eight (8) hours will be paid to employees who work thirty (30) hours per week or more. Per-Diem temporary or part-time (less than thirty (30) hours per week) employees receive no holiday pay.

11.4 Work on Holidays: The Employer may remain open on certain holidays and regular, scheduled, necessary services are provided. Employees are required to participate in coverage on a scheduled basis of visits and call on holidays. If an employee is required to work on one of the recognized holidays designated in Section 11.1 above, the employee will be paid one and a half (1½) times the regular rate of pay for all hours worked, in addition to eight (8) hours of holiday pay (pro-rated for eligible part time employees). Employees scheduled to work a holiday are expected to work the holiday unless the Employer has otherwise approved time off.

ARTICLE 12- VACATIONS

12.1 Leave Accrual: Full time employees shall accrue (earn) annual leave at the rate of 1.17 days per month, for the total of fourteen (14) days or one hundred twelve (112) hours per year during the first full year of employment. One (1) additional day of vacation leave will be credited to employee’s leave accrual rate on the first day of the month following the anniversary of their hire date, to a maximum accrual of twenty four (24) days per year. (See schedule below for rates).

The maximum accumulation of vacation time shall be one (1) year at the employee’s current rate. Any employee exceeding the maximum accumulation at the date of ratification of the contract shall be able to retain such accumulation, however until the employee’s accumulated hour’s decreases through usage, no new hours shall be accrued to their account.

Vacation Accrual Schedule				
(accrual rate in hours)				
Year of Service	Accrual rate per Pay Period		Days Year	Hours Year
First	4.67		14	112
Second	5.00		15	120
Third	5.33		16	128
Fourth	5.67		17	136
Fifth	6.00		18	144
Sixth	6.33		19	152
Seventh	6.67		20	160
Eighth	7.00		21	168
Ninth	7.33		22	176
Tenth	7.67		23	184
Eleventh	8.00		24	192
After Eleventh year of service accrual rate remains constant				

12.2 Vacation Accrual: Vacation accrual will begin the first day of the month following the first eighty (80) hours worked. All part-time employees who are normally scheduled to work at least eighty (80) hours in a month will accrue vacation on a pro rata basis. Per Diem employees and part-time employees who are not normally scheduled to work eighty (80) or more hours per month are not eligible for vacation benefits. Vacation leave may not be utilized (taken) during an employee’s probationary period. Thereafter, each employee will be required to use at least 50% of the employee’s vacation time which accrues during each year except in the year of termination. Employees may cash out up to fifty percent (50%) of the time they are taking vacation leave if the cash out is in conjunction with the leave.

- 12.3 Vacation Scheduling: The Employer shall schedule vacations in such a way as will least interfere with patient care and work load requirements of the Employer. Patient care needs will take precedence over individual requests. Requests for vacation shall be submitted between December 1 and January 31 of each year. Vacation requests submitted during this period will be granted on a seniority basis, subject to the Employer's final approval. Employees will be notified of the approval or denial of their requests by March 1st. Requests submitted after this period will be granted on an individual basis, based on the date submitted. An employee who has exhausted vacation accrual at the time the employee is scheduled to take previously approved vacation time, due to unanticipated illness or other reasons, must apply for an unpaid personal leave under Section 14.1 to receive approval for the time off.
- 12.4 At termination of employment, any full-time or eligible part-time employee who had completed the required probationary period will be paid for all accrued but unused vacation providing the employee has given appropriate notice of resignation under Section 7.6. This shall apply only to regular employees who have successfully completed the probationary period.

ARTICLE 13 – SICK LEAVE

- 13.1 Accrual: Sick leave shall be accumulated by full-time employees at the rate of 4 hours per pay period (or one (1) hour for every forty (40) hours of work, whichever is greater). Sick leave shall be accumulated by eligible part-time employees at the rate of 2 hours per pay period (or one (1) hour for every forty (40) hours of work, whichever is greater). Sick leave shall accrue from the date of hire, but employees shall not be entitled to take sick leave during the first ninety (90) days of employment.
- 13.2 Use of Sick Leave: Employees can use sick leave for an absence on any day for which they were required to work. Sick leave may be accessed for the following:
- Because of the employee's or the employee's family member's mental or physical illness, injury or health condition;
 - For the diagnosis, care or treatment of the employee's or the employee's family member's mental or physical illness, injury or health condition;
 - For preventive medical care for the employee or the employee's family member;
 - To take leave if you are a victim of domestic violence, sexual assault, or stalking; or you have a family member who is a victim of domestic violence, sexual assault or stalking.
 - If either the Employer's place of business or the employee's child's school or place of care is closed by order of a public official for a health-related reason (i.e., a serious public health concern that could result in bodily injury or exposure to an infectious agent, biological toxin or hazardous material; a closure for inclement weather is not a health-related reason).

Eligible family members include: (a) a spouse or registered domestic partner; (b) a biological, adopted or foster child; stepchild; legal ward; or child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status; (c) a biological, adoptive, de facto or foster parent, stepparent or legal guardian of the employee or employee's spouse or registered domestic partner; or a person who stood in loco parentis when the employee was a minor child; (d) a sibling; (e) a grandparent; or (f) a grandchild. For use of sick leave related to domestic violence, "family member" also includes an individual with whom the employee has a dating relationship. Employees who utilize sick leave during the work week will not be required to substitute hours of sick leave drawn for assigned hours later in the work week. A supervisor or designee shall be notified immediately of premature termination of work assignments due to illness.

Sick leave may be used in increments consistent with the Employer's payroll system and practices, not to exceed one (1) hour or greater to cover all or just part of a workday.

- 13.3 Notification: Employees unable to report to work due to illness or injury, are required to notify a supervisor one and a half (1 ½) hours prior to the scheduled start of their workday, or as soon as practicable for unforeseen situations. If it is impracticable for an employee to provide notice of the need for sick leave, another person can provide notice on the employee's behalf.
- 13.4 Proof of Illness: For absences exceeding three consecutive days (for all or a portion of the time that an employee is required to work), the Employer may require employees to provide verification that their use of sick leave is for an authorized purpose. Employees must submit any required documentation within ten (10) calendar days following the first day of sick leave. For employees using sick leave related to the employee's or family member's status as a victim of domestic violence, sexual assault or stalking, employees must provide the requested verification in a timely manner after the Employer requests it. If an employee anticipates that providing required documentation will create an unreasonable burden, the employee can provide an oral or written explanation to the Employer, which asserts that the use of sick leave was for an authorized purpose and explains why the requested verification creates an unreasonable burden or expense for the employee. Within ten (10) calendar days of the employee providing an explanation to the Employer, the Employer will make a reasonable effort to identify and provide alternatives for the employee to meet the verification requirement in a manner that does not result in unreasonable burden or expense on the employee.
- The Employer may request documentation related to the absence for other reasons as required or permitted under federal, state or other local law including but not limited to for family medical leave or related to a reasonable accommodation.
- 13.5 Abuse of Sick Leave: Proven abuse of sick leave shall be grounds for disciplinary action up to and including termination, at the discretion of the Employer.
- 13.6 Termination: Upon termination of employment after two (2) years of service, an employee shall be entitled to reimbursement of one-half of accrued sick leave up to a maximum of thirty (30) paid days, providing the employee has given appropriate notice of resignation under Section 7.6 and the employee has not been discharged for just cause. Employees hired after June 1, 2015 are not eligible for sick leave payout at termination.
- 13.7 Reinstatement: If an employee is rehired by the Employer within twelve (12) months of separation from employment, previously accrued but unused sick leave will immediately be reinstated and the previous period of employment will be counted for purposes of determining the employee's eligibility to use sick leave. Upon rehire, the Employer will provide notification to the employee of the amount of accrued, unused sick leave available for use by the employee.
- 13.8 Carryover: Accrued but unused sick leave will carry over from one calendar year to the next.
- 13.9 No Discrimination or Retaliation: The Employer will not interfere with, restrain or deny an employee's rights under Washington State's paid sick and safe leave law and will not discriminate or retaliate against an employee because they exercise those rights. The Employer also will not discriminate or retaliate against an employee who files an action or otherwise institutes a proceeding under or related to Washington State's paid sick and safe leave law or who testifies or intends to testify in any such proceeding related to any protected rights under the law.

ARTICLE 14 – LEAVES OF ABSENCE

- 14.1 Personal Leave: All leaves are to be requested from the Employer in writing as far in advance as possible, stating all pertinent details and the amount of time requested. A written reply to grant or deny the request shall be given by the Employer within thirty (30) days. For purposes of this Agreement, a leave of absence begins on the date of absence from work. Personal leaves are discretionary with the Employer. Prior to being eligible for a personal leave, the employee must use any accrued vacation time.
- 14.2 Family and Medical Leave: Upon completion of one (1) year of continuous employment, any employee who has worked at least 1250 hours during the prior twelve (12) months shall be entitled to up to twelve (12) weeks of unpaid leave per year for the birth, adoption or placement of a foster child; to care for a spouse, child, parent or registered domestic partner with a serious health condition; or when the employee is unable to work due to a serious health condition. The Employer shall maintain the employee's health benefits during this leave and shall reinstate the employee to the employee's former or equivalent position at the conclusion of the leave, unless the employee has taken at least 1240 hours of family and medical leave and business necessity prevents such reinstatement.
- Except as specifically provided herein, this leave shall be interpreted consistently with the rights, requirements, limitations and conditions set forth in the federal law and shall not be more broadly construed. The employee is required to use any vacation time of which the employee is eligible during the leave of absence. Generally, employees must give at least thirty (30) days' advance notice to the Employer of the request for leave.
- 14.3 Health and Maternity Leave: Employees who are not eligible for Family and Medical Leave, as provided under Section 14.2 of this Agreement, shall upon completion of the probationary period be granted a leave without pay for up to six (6) months without loss of accrued benefits for health disability reasons upon the recommendation of a physician. However, an employee who is disabled due to pregnancy shall, as provided by law, be granted such leave for the term of her disability and, upon completion of such disability, shall be entitled to return to the position vacated, unless business necessity required the position to be filled or eliminated, in which case the employee will be returned to the first available position for which the employee is qualified. An employee on a leave of absence for any other health disability reason of sixty (60) calendar days or less shall be entitled to return to the position the employee vacated, unless business necessity required the position to be filled or eliminated, in which case the employee will be returned to the first available position for which the employee is qualified. Leave for health disability reasons exceeding the time limits set forth above, but not exceeding six (6) calendar months, entitles the employee to the first available position for which the employee is qualified.
- 14.4 Bereavement: Up to five (5) days of leave with pay (pro rata for part-time employees) for scheduled working days may be granted for death in the immediate family. Immediate family shall be defined as parent, grandparent, spouse, registered domestic partner, brother, sister, child, grandchild, father-in-law, mother-in-law, current brother-in-law and sister-in-law or step-person living in the employee's household. Additional vacation time or additional unpaid time off may be granted by the Employer upon request.
- 14.5 Military Leave: An unpaid leave of absence required in order for an employee to maintain status in a military reserve of the United States shall be granted in accordance with state law. There shall be no loss of benefits accrued to the date such leave commences, and the leave shall not be considered part of the employee's earned vacation time.

14.6 Continuing Education: Subject to budgetary limitations and approval by the Employer of the subject matter to be studied and conference location, an employee may apply for educational leave to attend conferences and training workshops that are intended to improve or upgrade the employee's skills and professional abilities related to work with the Employer. All leaves for educational purposes shall require the advance approval of the Administrator.

14.6.1 Full-time Professional Unit employees (RNs and LPNs) shall receive up to \$400 of continuing education funds per calendar year. Full-time Para-Professional Unit employees (clerical and nurse's aides) shall receive up to \$200 of continuing education funds per calendar year. These funds may be used for any approved tuition, course fees, books, supplies or expenses of education programs related to employee's current position or desired position at Harbors Home Health & Hospice, and includes expenses for lodging and meals while attending conferences and workshops. Receipts are required for reimbursement. Employees shall not be paid wages on non-standard work days, i.e., Saturday or Sunday or the regularly scheduled day off of part-time employees. Electronic devices such as smart phones, tablets, PC's and laptops as well as software, are not eligible for reimbursement. Continuing education leave requests will not be unreasonably denied.

14.7 Jury Duty: All full-time and benefit eligible part-time employees who are required to serve on jury duty or who are called to be a witness on behalf of the Employer in any judicial proceeding, shall be compensated by the Employer for the difference between their jury duty/witness fee pay and their regular rate of pay. The employee shall turnover to the Employer any pay received from the court for jury/witness duty excluding any travel or meal reimbursement.

14.8 Washington Paid Family and Medical Leave: Employees are able to apply for Washington Paid Family and Medical Leave ("WA PFML") benefits. The Washington Employment Security Department ("ESD") determines eligibility for WA PFML benefits. WA PFML benefits will generally be available for employees who work at least eight hundred and twenty (820) hours in the qualifying period. Eligible employees will generally be able to take up to twelve (12) weeks of leave (up to eighteen (18) weeks in certain cases), with partial wage replacement paid by ESD. ESD will generally award benefits for the following reasons:

- To bond with the employee's child during the first 12 months after the birth or placement of the child;
- The employee or the employee's family member has serious health condition; and
- Certain military events related to a family member's military service, including leave for short-notice deployments, urgent childcare related to military service, and post-deployment activities.

A premium paid by the Employer and employees funds WA PFML benefits. ESD determines the amount of the premium. ESD may adjust the amount of premium annually. The Employer will deduct from employees' pay whatever portion of the premium ESD determines employees may pay through wage deductions. Employees are encouraged to contact Human Resources for additional information about WA PFML benefits.

For 2021, the WA PFML premium is 0.4 percent of each employee's gross wages, not including tips, up to the Social Security cap (\$142,800 in 2021). The Employer will begin to deduct the WA PFML premium from wages the pay period following ratification of this Agreement. The Employer and employees will pay the WA PFML premium as follows: (1) about two-thirds ($\frac{2}{3}$) of the premium (63.33%) will be paid by employees (the Employer will withhold this amount from each employee's paycheck), and (2) about one-third ($\frac{1}{3}$) of the premium (36.67%) will be paid by the Employer.

ARTICLE 15 – HEALTH, WELFARE, DENTAL & VISION BENEFITS

- 15.1 The Employer and the Union agree to be bound by the terms of the Trust Agreements, which created the Sound Health and Wellness Trust, as initially executed on June 18, 1957, or the Trust Agreement which established the Sound Health and Wellness 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.

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 21, 44, 81, 367, 1439, UFCW International, and Teamsters Union Local 38, and by all subsequent revisions or amendments thereto.

The Union certifies that the Health and Welfare Plan meets the requirements of the Patient Protection and Affordable Care Act (PPACA) and agrees to indemnify and hold harmless the Employer for any and all claims or tax penalties arising out of the plan's non-compliance with the PPACA and its amendments.

The Employer who is 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 and Wellness Trust for the purposes 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 6, 2007.

The details of the benefit programs including a description of exact benefits to be provided and the rules under which employees and their dependents shall be eligible for such benefits, shall be determined by the Sound Health and Wellness Trust in accordance with the terms and provisions of the Trust Agreement creating the Trust, and may be subsequently amended. Within thirty (30) days of hire, the Union, through a shop steward or other representative, shall provide all new hires with information about benefit programs, including a description of exact benefits provided and the rules under which employees and their dependents are eligible for such benefits. The Union shall likewise provide employees with any changes in such benefits within thirty (30) days of such changes.

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

The contribution referred to 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.

Notwithstanding the forgoing Section, the Board of Trustees of the Retail Clerks Welfare 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 case, the one hundred 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 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.

All eligible employees shall be required to participate in the Health and Welfare Plan.

15.1.1 Effective the first full pay period following ratification of this Agreement, eligible employees will pay no more than \$124.00 for individual coverage per pay period, \$126.00 for member and child coverage per pay period, and \$135.00 for family coverage per pay period.

15.1.2 The Employer will contribute to the Sound Health and Wellness Trust, which shall include the Drug Trust surcharge of 25%, as follows:

Effective with October 1, 2019 ("Effective Date") hours, the Employer's current contribution rate(s) shall be reduced by twenty-one cents per hour except that, effective for hours upon notice by the Sound Health and Wellness Trust, the Employer's contribution rate shall further decrease on a temporary basis in order to allow for an increase in the Employer contribution rate to the Sound Retirement Trust under Article 15.2.8.

Additionally, beginning with the month following notice from the Trustees of the Sound Health and Wellness Trust that a temporary reduction in the Employer's contribution rate is authorized, the amount of such reduction shall be added as a monthly employer contribution to the Sound Retirement Trust on behalf of all eligible employees as described in Section 15.2. These amounts are in addition to the employer contributions required under Section 15.2. The payment of such reduced contributions shall continue until the earlier of the thirteenth month following the effective date of the reduction or when the Trustees determine, in their sole discretion, that the amount of surplus assets in the Sound Health and Wellness is reduced to, or anticipated to be reduced to zero. The Health and Wellness Trust shall provide notice of such determination. However, in no event shall the Employer's contribution rate to the Health Trust be reduced below \$5.81 per hour if the Trust excess assets (above the required reserves) are anticipated to fall below 2½ months of excess reserves before such date.

Starting October 2020, every six months through March 2022, the consultants 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 the initial hourly rate before the temporary decrease) and up to a maximum rate of \$6.08 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 as of such effective date.

The buy-up rate, if applicable, also will be decreased and increased accordingly. All other Sound Health and Wellness Trust programs shall continue unless modified by the Trustees based on the terms of the Trust and Plan documents.

15.2 Retirement Plan

- a) Acceptance of Trust Agreement: The Employer and the Union agree to be bound by the terms of the Trust Agreement, which created the Sound Retirement Trust (Retail Clerks Pension Trust), as initially executed on January 13, 1966, 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 Trust's Plan Document, Summary Plan Description, and other pertinent rules, regulations, and Trustee actions. The Employer accepts the Employee Trustee members of the Board of Trustees, and their duly appointed successors, as its representatives for the 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 the purposes of managing the Trust.

- b) All contributions shall be paid on compensable hours with a maximum of one hundred seventy-three (173) hours per calendar month per employee.
- c) The term "compensable hour" shall mean any hour for which any employee receives any compensation required by this Agreement.
- d) The contributions referred to 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.
- e) Notwithstanding the foregoing Section the Board of Trustees of the Sound Retirement 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 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 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.

The Employer shall pay into the Sound Retirement Trust, inclusive of trust fund deficit reduction, the following sums under this Section 15.2.

- f) The parties to this agreement have agreed to adopt the Rehabilitation Plan of the Sound Retirement Trust – Preferred Schedule, as updated in December 2019.

15.2.1 Until the effective date of the new future service defined benefit variable plan (VAP) under Section 15.3, the Employer will continue to make contributions to the Sound Retirement Trust as described in this Section and the Employer's active participants will continue to earn benefit accruals until such effective date. The Employer shall make contributions on behalf of all eligible employees to the Sound Retirement Trust under this Section:

The parties hereby adopt the Preferred Schedule under the Rehabilitation Plan of the Sound Retirement Trust as revised in December 2019, with the Preferred Schedule to be effective with respect to those subject to the terms of this collective bargaining agreement as of the date stated in the Rehabilitation Plan and selected Schedule and the Employer shall contribute in accordance with such schedule.

In accordance with the Preferred Schedule, Table 3, the Employer agrees to pay an additional supplemental contribution in an amount equal to the hourly rates contained in the following table, with the understanding that the supplemental contributions will not result in any

pension credit for the covered employees. Supplemental contributions increase to be effective with the following hours worked.

	Para-Professional	Professional	Para-Professional	Professional
	1st of month following ratification	1st of month following ratification	1/1/2022	1/1/2022
Base	\$0.32	\$0.79	\$0.32	\$0.79
Pre-Rehab Rate	\$0.23	\$0.41	\$0.23	\$0.41
Rehab Rate	\$0.86	\$0.86	\$0.966	\$0.966
TOTAL	\$1.41	\$2.06	\$1.516	\$2.166
	Para-Professional	Professional		
	1/1/2023	1/1/2023		
Base	\$0.32	\$0.79		
Pre-Rehab Rate	\$0.23	\$0.41		
Rehab Rate	\$1.072	\$1.072		
TOTAL	\$1.622	\$2.272		

Upon the effective date of the new VAP under Section 15.3, the Employer shall no longer have to pay the base and pre-rehab rates reflected in the table above.

A copy of the Rehabilitation Plan has been provided to the Employer and to the Union. Each rate under the Sound Retirement Trust (Retail Clerks Pension Trust) Rehabilitation Plan –Preferred Schedule will be paid for a period of twelve (12) months. Both the Union and the Employer understand that the contribution increases required under the Rehabilitation Plan may change in subsequent collective bargaining agreements.

15.2.2 Upon the effective date of the new VAP under Section 15.3, future benefit accruals under the Sound Retirement Trust will cease and the Sound Retirement Trust plan will be frozen; as a result, the funding of 125% of the Employer’s base contribution for the Sound Retirement Trust for the Employer’s employees is discontinued once future benefit accruals commence under the VAP and all hourly contribution rates paid to the Sound Retirement Trust will be reduced by this adjusted base contribution under this Section 15.2.

15.2.3 The parties agree that the Employer shall not incur a withdrawal from the Sound Retirement Trust solely as a result of the cessation of future benefit accruals under the Sound Retirement Trust under

Section 15.2.2. The parties agree that their agreement to the VAP is contingent upon the Trust agreeing that the Employer shall not incur a withdrawal as described in this Section. Should the Trust determine that a withdrawal is necessary, the parties will meet to discuss other alternatives to Article 15.

- 15.2.4 As a Sound Retirement Trust participant, the Employer's liabilities will be funded under an updated Rehabilitation Plan designed with the objective that the Plan will move to the green zone and achieve 102% funding by 2030. This updated Rehabilitation Plan will include the current scheduled increases in Section 15.2.1 plus an additional contribution of three (\$.03) cents per hour in annual increases over a new ten-year period beginning the pay period following ratification of this agreement (month of ratification hours/paid in the following month). Such accelerated funding in this agreement shall apply to the Sound Retirement Trust liabilities and shall end once the Plan reaches green zone status.
- 15.2.5 All hourly contributions to the Sound Retirement Trust shall continue to be made on behalf of all compensable hours above regardless of whether the employee participates in the Sound Retirement Trust prior to the freeze date. In addition, the Parties ask the Trustees of the Plan to explore adopting specific language that all additional contributions will not be used in calculations of the Employer's share of the unfunded vested benefits, to the extent permitted by law.
- 15.2.6 The parties recognize that this global solution for the pension funding liabilities is contingent on the full implementation of the agreement between Safeway/Albertson's and the Union and the full implementation of the agreement between Kroger and the Union, including the transfer of liabilities and assets from the Sound Retirement Trust to the UFCW Consolidated Fund under the Memorandum of Understanding between Kroger and the Union. If either the Sound Retirement Trust or the UFCW Consolidated Fund does not approve the global solution, the bargaining parties will meet to discuss other alternatives.
- 15.2.7 The parties agree to request that the Actuaries of the Sound Retirement Trust review and update, as they determine is appropriate, the current withdrawal liability method used by the Fund.
- 15.2.8 As set forth in Section 15.1.2, the Employer agrees that Sound Health and Wellness Trust contributions may be redirected to the Sound Retirement Trust.
- 15.2.9 The parties will cooperate in seeking approval by the relevant parties for this global solution for accelerated funding of the unfunded liabilities of the Sound Retirement Trust, including the Sound Retirement Trust Board of Trustees, the PBGC and the UFCW Consolidated Fund Board of Trustees. (Subject to final agreement on the details of any Kroger transaction.)
- 15.2.10 This agreement is contingent on the bargaining parties reaching an overall collective bargaining agreement, including an agreement between the Employer and the Union for a new VAP for all current employees affected by this transfer.

15.3 Variable Annuity Plan. As of the effective date of the new VAP, future service benefit accruals will be earned in the VAP, a multiemployer variable annuity defined benefit plan. Participants' service earned under the Sound Retirement Trust and the VAP will be recognized for participation, vesting and benefit eligibility purposes in both plans. In the event of a short plan year running from the transfer date to December 31, the benefit guarantee will apply for the short plan year and the subsequent initial full plan year ending December 31, 2021. The VAP shall operate on a calendar plan year basis.

- 15.3.1 The Employer will contribute (3.5%) of salary per month for each eligible active participant to the VAP, commencing with the effective date. Contributions will be made on behalf of current active employees and future newly hired employees in classifications for whom contributions have been made under the current collective bargaining agreement. For purposes of this Section, Salary shall be gross hourly, straight-time wages per payroll period. Overtime pay and other wage premiums are not included in the Salary. Contributions shall be remitted monthly, in the same manner as they have been made to the Sound Retirement Trust.

In addition, the Employer will contribute three cents (\$.03) per hour for each eligible active participant to the VAP, commencing with the effective date of the VAP through the end of the initial first full Plan Year.

- 15.3.2 The benefit accrual under the VAP will be periodically reviewed (but at least every three years) to ensure that the plan is designed to maintain full funding of all benefit liabilities, with the first review no later than December 31, 2021. All actuarial assumptions of the VAP will be reviewed and adjusted as necessary on an annual basis for the term of this agreement.
- 15.3.3 The eligibility, rights and features of the benefit design of the VAP on the effective date of the VAP will replicate the current benefit design of the Sound Retirement Trust, except that the benefit accrual will be based on a formula that utilizes total contributions made on the employee's behalf and a percentage accrual factor that reflects the VAP characteristics (to be reviewed jointly by the parties). For the short plan year and the first full plan year, there shall be a floor benefit and the benefit accrual of the VAP cannot be less than what the participant would have earned in the same period under the Sound Retirement Trust benefit formula. Thereafter, the earned benefit accrual will be adjusted annually up or down based on performance to a 5.5% hurdle rate which will also be used to discount the benefit liabilities.

The Employer agrees to promptly provide, on a periodic basis, such salary data for employees intended to be covered by the VAP to allow the actuaries for the parties developing the VAP to determine the benefit accrual rate from the VAP that can be funded with such contributions determined above and in the future as the VAP operates to allow administration of the VAP.

- 15.3.4 Annual benefit improvements will be capped at 3.0% above the 5.5% hurdle rate. Any surplus investment return between the 5.5% and the 8.5% cap will fund benefit improvements and any surplus investment return over 8.5% shall be allocated to the stabilization reserve.
- 15.3.5 The VAP board of trustees will formulate a stabilization reserve policy which will define the board's discretion to manage the stabilization reserve and determine how and when it is used to support benefit accruals in years in which the plan investments underperform the hurdle rate.

It is the intent of the parties that the stabilization reserve policy will be used to stabilize benefits for active and retired participants in the event of returns of 2% or lower ("the Floor Return") and maintained in order to address the VAP investment and demographic experience and the level of assets/benefits accrued under VAP. It is not the intent that the stabilization reserve be used in the event of investment returns higher than the Floor Return.

- 15.3.6 The Governance of the VAP will be modeled after the Sound Retirement Trust Agreement document, as appropriate and agreed to by the plan sponsor.

ARTICLE 16 – GRIEVANCE PROCEDURE

- 16.1 **Grievance Defined:** A grievance is defined as an alleged violation of the terms and conditions of this Agreement. If any such grievance arises, it shall be submitted to the following grievance procedure.
- 16.1.1 **Time Limits:** Time limits set forth in the following steps may only be extended by mutual written consent of the parties hereto. Failure of an employee to file a grievance on a timely basis or to timely advance a grievance in accordance with the time limits set forth below will constitute a withdrawal of the grievance. Any grievance which is unresolved following the meetings set forth in this grievance procedure, or due to a lack of a timely response, may be pursued to the next higher step. The moving party shall notify the other of their intent to do so.
- Step 1: Immediate Supervisor:** The employee (and unit or Union representative, if requested by the employee) shall present the grievance in writing to the immediate supervisor and the parties shall attempt to resolve the problem immediately, but in no event later than within twenty-one (21) days of the employee's knowledge of the facts that constitute the grievance. The immediate supervisor or department head shall be given twenty-one (21) days to respond in writing to the employee.
- Step 2: Administrator and Union Representative:** If the matter is not resolved in Step 1 to the employee's satisfaction the grievance may be referred in writing to the Administrator, or designee, within fourteen (14) calendar days following the receipt of the Step 1 response. The Administrator, or designee, the employee and the Union Representative shall meet within fourteen (14) calendar days to discuss the grievance. The Administrator, or designee, shall provide a written answer within ten (10) days of the Step 2 meeting.
- Step 3: Mediation:** When resolution is not met between the grievant, union representation and administration, Mediation with an outside party may be used. Use of an independent, impartial and respected party in the settlement of a dispute. Mediator has no legal power to force acceptance of his/her decision but relies on persuasion to reach an agreement.
- Step 4: Arbitration:** If the grievance is not settled on the basis of the foregoing procedures, the Union may submit the issue in writing to arbitration within thirty (30) calendar days following the receipt of the Step 3 response. 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 shall thereupon alternate in striking a name from the panel until one name remains. The person whose name remains shall be the arbitrator. The arbitrator's decisions shall be final and binding on all parties. The arbitrator shall not have the authority to add to, subtract from, or otherwise modify the provisions of this Agreement, but shall be authorized only to interpret existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute. The arbitrator shall base a decision solely on the contractual obligations expressed in the Agreement. The arbitrator is bound by the language of this Contract and may not substitute the arbitrator's own judgment for that of the Employer's unless enforcement of a section of the Agreement specifically calls for the arbitrator's discretion (e.g., just cause discharge protection). Any dispute as to a procedural issue shall be heard and decided by the arbitrator in a separate proceeding prior to any hearing on the merits. Any dismissal of a grievance by the arbitrator, whether on the merits or on procedural grounds, shall bar any further arbitration. Each party shall bear one-half (½) of the fee of the arbitrator and any other expense jointly incurred incidental to the arbitration hearing. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of the witnesses called by the other party.

ARTICLE 17 – NO STRIKE

- 17.1 The parties to this Agreement realize that the Employer provides special and essential services to the community, and that for this and other humanitarian reasons it is the intent of the parties to settle disputes by the grievance procedure provided for herein. It is therefore agreed if during the term of this Agreement, neither the Union nor any of the employees covered by this Agreement shall participate in any way in any strikes, including any sympathy strikes, work stoppages, picketing, hand-billing, walkouts, slowdowns, boycotts or any other activity that interrupts or impedes work, or the delivery of goods, services or patients to the Employer. No officers or representatives of the Union shall authorize, instigate, aid or condone such activity. In the event of any such activity, the Union and their officers and agents shall do everything within their power to end or avert the same. Any employee participating in any of the activities referred to above, including the refusal to cross a picket line posted by any other labor organization or any other party, shall be subject to immediate dismissal, permanent replacement, or lesser discipline, at the Employer's discretion.
- 17.2 The Employer shall not engage in any lockout during the term of this Agreement.

ARTICLE 18 – CONFERENCE COMMITTEE

A Conference Committee consisting of three (3) persons appointed by the Employer and three (3) persons elected by the members of the unit shall be established for the purpose of considering suggestions for improvements in quality of patient care, employee relations, or any other matter of mutual concern to the employees and the Employer. The Conference Committee shall establish a mutually agreeable meeting schedule. Committee members shall suffer no loss of pay if they attend Conference Committee meetings with Employer representative while on duty status. The Conference Committee's role is an advisory, rather than a decision-making one. Both parties must submit an agenda 7 days prior to the committee meeting. All Conference Committee meetings will be conducted with respect and professionalism. Any Committee member has the right to terminate any meeting when the Committee member feels this expectation is not being followed.

ARTICLE 19 – GENERAL PROVISIONS

- 19.1 This Agreement shall be subject to all present and future applicable federal and state laws, executive orders of the President of the United States or the Governor of the State of Washington, and rules and regulations of government authority. Should any provision or provisions become unlawful by virtue of the above or by 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 term of the Agreement. If any provision is held invalid, the Employer and the Union shall enter into collective bargaining negotiations for the purpose, and solely for the purpose, of arriving at a mutually satisfactory replacement for such provision.
- 19.2 Past Practice: Any and all agreements, written and verbal, previously entered into between the parties hereto are mutually cancelled and superseded by this Agreement. Unless specifically provided herein to the contrary, past practices shall not be binding on the Employer.
- 19.3 Voluntary Political Action Fund: During the term of this Agreement, the Employer shall deduct a sum specified from the pay of each member of the Union who voluntarily executes a political action contribution wage assignment authorization form (UFCW Active Ballot Club). When filed with the Employer, the authorization form will be honored in accordance with its terms. The minimum contribution must be at least

two dollars \$2) per month. A minimum of six (6) employees must participate in order for the Employer to make any deduction. An Employee may request that contributions cease at any time. The amount deducted and a roster of all employees using payroll deduction for voluntary political action contributions will be promptly transmitted to the Union by separate check payable to its order. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deductions. The Union and each employee authorizing the assignment of wages for the payment of voluntary political action contributions hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suites, 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. The Employer may charge an administration fee of .0025 on funds administered by Employer for this purpose each month.

ARTICLE 20 – DURATION

This Agreement shall become effective upon ratification and shall remain in full force and effect to and including November 30, 2023, unless changed by mutual consent.

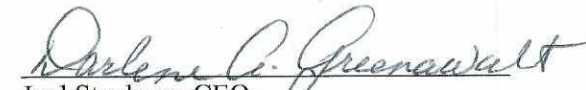
Should the Union desire to change, modify or renew the Agreement upon the expiration date, written notice must be given to the Employer at least ninety (90) days prior to the expiration date. In the event negotiations do not result in a new Agreement on or before the expiration date this Agreement shall terminate unless both parties mutually agree to extend the Contract.


Dated this 19 day of 20, 21

Dated this 30 day of June, 2021. UFCW

HARBORS HOME HEALTH & HOSPICE

LOCAL 21


~~Joel Stephens, CEO~~
DARLENE A. GREENAWALT


Mia Contreras, Executive Vice President

Harbors Home Health & Hospice

APPENDIX A – RN Schedule

RN Schedule

	Year 1	Year 2	Year 3
	10%	2%	1%
Step 1	\$28.82	29.40	\$29.69
Step 2	\$29.68	\$30.28	\$30.58
Step 3	\$30.58	\$31.19	\$31.50
Step 4	\$31.49	\$32.12	\$32.44
Step 5	\$32.44	\$33.09	\$33.42
Step 6	\$33.41	\$34.08	\$34.42
Step 7	\$34.41	\$35.10	\$35.45
Step 8	\$35.44	\$36.15	\$36.52
Step 9	\$36.51	\$37.24	\$37.61
Step 10	\$37.60	\$38.36	\$38.74
Step 11	\$38.73	\$39.51	\$39.90
Step 12	\$39.89	\$40.69	\$41.10
Step 13	\$41.09	\$41.91	\$42.33
Step 14	\$42.32	\$43.17	\$43.60
Step 15	\$43.59	\$44.46	\$44.91
Step 16	\$44.90	\$45.80	\$46.26
Step 17	\$46.25	\$47.17	\$47.64
Step 18	\$47.64	\$48.59	\$49.07
Step 19	\$49.06	\$50.05	\$50.55
Step 20	\$50.54	\$51.55	\$52.06

Step 20 is the maximum Step under the RN Schedule. After an individual completes one (1) year at Step 20, the individual will be eligible for cost of living increases as determined by the Employer. The individual, however, is not eligible for any additional Step(s) under this Schedule.

APPENDIX B – LPN Schedule

LPN Schedule

	Year 1	Year 2	Year 3
	10%	2%	1%
Step 1	\$20.43	\$20.84	\$21.04
Step 2	\$21.04	\$21.46	\$21.68
Step 3	\$21.67	\$22.10	\$22.33
Step 4	\$22.32	\$22.77	\$23.00
Step 5	\$22.99	\$23.45	\$23.69
Step 6	\$23.68	\$24.15	\$24.40
Step 7	\$24.39	\$24.88	\$25.13
Step 8	\$25.12	\$25.63	\$25.88
Step 9	\$25.88	\$26.39	\$26.66
Step 10	\$26.65	\$27.19	\$27.46
Step 11	\$27.45	\$28.00	\$28.28
Step 12	\$28.28	\$28.84	\$29.13
Step 13	\$29.12	\$29.71	\$30.00
Step 14	\$30.00	\$30.60	\$30.90
Step 15	\$30.90	\$31.52	\$31.83
Step 16	\$31.82	\$32.46	\$32.79
Step 17	\$32.78	\$33.43	\$33.77
Step 18	\$33.76	\$34.44	\$34.78
Step 19	\$34.78	\$35.47	\$35.83
Step 20	\$35.82	\$36.54	\$36.90

Step 20 is the maximum Step under the LPN Schedule. After an individual completes one (1) year at Step 20, the individual will be eligible for cost of living increases as determined by the Employer. The individual, however, is not eligible for any additional Step(s) under this Schedule.

APPENDIX C – Aid Schedule

Aide Schedule

	Year 1	Year 2	Year 3
	10%	2%	1%
Step 1	18.45	18.82	19.00
Step 2	19.00	19.38	19.57
Step 3	19.57	19.96	20.16
Step 4	20.16	20.56	20.77
Step 5	20.76	21.18	21.39
Step 6	21.39	21.81	22.03
Step 7	22.03	22.47	22.69
Step 8	22.69	23.14	23.37
Step 9	23.37	23.84	24.07
Step 10	24.07	24.55	24.80
Step 11	24.79	25.29	25.54
Step 12	25.53	26.05	26.31
Step 13	26.30	26.83	27.10
Step 14	27.09	27.63	27.91
Step 15	27.90	28.46	28.75
Step 16	28.74	29.31	29.61
Step 17	29.60	30.19	30.50
Step 18	30.49	31.10	31.41
Step 19	31.40	32.03	32.35
Step 20	32.35	32.99	33.32

Step 20 is the maximum Step under the Aide Schedule. After an individual completes one (1) year at Step 20, the individual will be eligible for cost of living increases as determined by the Employer. The individual, however, is not eligible for any additional Step(s) under this Schedule.

APPENDIX D – HIM Schedule

HIM Step Schedule

	Year 1	Year 2	Year 3
	10%	2%	1%
Step 1	14.85	15.15	15.30
Step 2	15.30	15.60	15.76
Step 3	15.75	16.07	16.23
Step 4	16.23	16.55	16.72
Step 5	16.71	17.05	17.22
Step 6	17.22	17.56	17.74
Step 7	17.73	18.09	18.27
Step 8	18.26	18.63	18.82
Step 9	18.81	19.19	19.38
Step 10	19.38	19.76	19.96
Step 11	19.96	20.36	20.56
Step 12	20.56	20.97	21.18
Step 13	21.17	21.60	21.81
Step 14	21.81	22.24	22.47
Step 15	22.46	22.91	23.14
Step 16	23.14	23.60	23.83
Step 17	23.83	24.31	24.55
Step 18	24.54	25.04	25.29
Step 19	25.28	25.79	26.04
Step 20	26.04	26.56	26.83

Step 20 is the maximum Step under the HIM Schedule. After an individual completes one (1) year at Step 20, the individual will be eligible for cost of living increases as determined by the Employer. The individual, however, is not eligible for any additional Step(s) under this Schedule.

APPENDIX E

Recognition for Past Experience (New Hires): All professional employees hired during the term of this Agreement shall be given credit for continuous recent nursing experience when placed on the wage scale. Up to Step 20 on the wage scale, professional employees shall receive one (1) year of credit for every year of home health hospice experience. Up to Step 20 on the wage scale, professional employees shall receive one-half (1/2) year of credit for every year of acute care hospital experience and/or skilled nursing facility experience. The maximum total of years of credit any professional employee may receive, under any combination of home health hospice experience or acute care hospital experience and/or skilled nursing facility experience, is Step 20 on the wage scale.

Recent continuous nursing experience shall be defined as nursing experience in an acute care hospital, home health hospice, or skilled nursing facility, excluding on-call, without a break in nursing or relevant experience of three (3) years or more, which would reduce the level of skill.

Equity Review. If a professional employee believes they were not placed on the scale at the appropriate wage rate when hired, the professional employee has thirty (30) days from the date of hire to provide the Employer with the documentation that may change the rate as referenced in the above article.

Human Resources will respond to the requests within sixty (60) days. If the professional employee is dissatisfied with the response of Human Resources the professional employee may appeal the decision within ten (10) days to a committee comprised of two (2) members appointed by the Union and two (2) representatives appointed by the Employer. The committee shall issue a decision within sixty (60) days, plus five (5) additional days for each appealed decision in excess of ten (10). The decision of Human Resources may be overturned by a majority vote of the committee. If the decision of Human Resources is reversed the committee shall determine the step on the scale on which the professional employee shall be placed. The decision of the committee shall be final and is not subject to the grievance procedure under Article 16. Any new step approved by Human Resources or by vote of the committee shall take effect on the next pay period following a decision by Human Resources or by vote of the committee.

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

WWW.UFCW3000.ORG

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1-800-732-1188 | MEMBER RESOURCE CENTER 1-866-210-3000

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