



Office and Professional Employees International Union
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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

FRANKE TOBEY JONES

AND

**OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION LOCAL NO. 8, AFL-CIO**

FOR THE PERIOD OF

OCTOBER 1, 2015 THROUGH DECEMBER 31, 2018

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COLLECTIVE BARGAINING AGREEMENT

FRANKE TOBEY JONES

PREAMBLE

This Agreement is between Franke Tobey Jones (hereinafter referred to as the “**Employer**”) and Office and Professional Employees International Union, Local 8 (hereinafter referred to as the “**Union**”). The purpose of this Agreement is to set forth the understanding reached between the parties hereto with respect to wages, hours and other terms and conditions of employment for employees of the Employer who are represented by the Union as set forth in Article 1, Recognition.

ARTICLE 1

RECOGNITION OF THE UNION

Section 1.1 The Employer recognizes the Union as the sole collective bargaining agent for all present and future full-time, regular part-time and on-call Registered Nurses, Licensed Practical Nurses, Certified Nursing Assistants and Nursing Assistants Certified employed by the Employer at its Tacoma facility as defined in NRLB, Region 19, Case 19 CA 125646.

Section 1.2 The Employer shall notify the Union of any future job classification(s) appropriate to the bargaining unit.

Section 1.3 The Employer will notify the Union in writing when new job classifications that include work performed by the bargaining unit job classifications are created, when duties of bargaining unit job classifications are substantially changed and when duties of bargaining unit job classifications are transferred to non-bargaining unit positions. Such written notice will be provided to the Union not less than ten (10) calendar days prior to the effective date of such new job classifications, change or transfer of the duties of currently represented job classifications. The Union shall respond indicating its acceptance or any objections to the new or revised classification(s) within ten (10) days of receipt of the Employer’s notice; if no response is received, the new or revised classification(s) will be deemed accepted.

Section 1.4 The Employer agrees to provide job descriptions to all employees.

Section 1.5 It is understood and agreed that the hours, wages and working conditions as provided for in this Agreement shall not operate so as to cause any employee covered by this Agreement to suffer a reduction in pay or the loss of any conditions or privileges which were in effect for said employee prior to the signing of this Agreement.

Section 1.6 Newly hired employees will serve a probationary period which shall commence on their hire day and last for a period of ninety (90) consecutive days for full time employees. Part time, on call and seasonal new hires shall serve a probationary period of 720 hours. Probationary employees shall not be subject to the grievance procedure.

ARTICLE 2

HOURS OF WORK AND OVERTIME

Section 2.1 NORMAL WORK DAY. A normal work day for an employee shall consist of eight (8) hours of work and an unpaid meal period of not less than one-half (1/2) hour.

Section 2.2 WORK PERIOD. A normal work period for a full time employee shall consist of at least thirty seven (37) hours work within a seven (7) days period. Sunday will be the first day of the work period.

Section 2.3 WORK SCHEDULES. Monthly work schedules (i.e.: hours and days) will be posted two (2) weeks prior to the beginning of the scheduled work period.

With the exception of emergency conditions involving patient care, including an unavailability of qualified employees which was not reasonably anticipated at the time of the schedule posting or low census conditions, - scheduled hours set forth on the posted work schedule may be changed only by mutual consent.

If the Employer is required to change the schedule after it has been posted for a non emergency condition, the Employer shall first seek volunteers that would not incur overtime, then seek on-call employees, then seek volunteers that may incur overtime before assigning an employee to a vacant shift without consent.

Section 2.4 ALTERNATIVE WORK SCHEDULES. An alternative work scheduled is defined as a posted work schedule that differs from an employee's current schedule. The Employer shall determine alternative work schedules with notice to the union and employees of no less than thirty (30) calendar days. An alternative schedule does not mean a change in start or end times.

Section 2.5 OVERTIME. Overtime shall be calculated at time and one half for any hours worked over forty (40) in a work week. Paid time off shall not be counted for purposes of overtime. Employees will not work pre or post shift without prior approval from management. In situations where there is no qualified staff to relieve an employee, prior approval is not required.

If overtime is necessary, the Employer shall first seek volunteers from the affected department, contact employees who have placed themselves on a list of employees willing to work extra hours, and seek on-call employees before assigning an employee to a vacant shift.

If extended hours, pre or post shift are necessary, the working employee must remain available until replaced by relief staff. The Employee and Employer shall exhaust all efforts to bring in qualified relief staff. An employee leaving without qualified relief and/or authorization from management shall be subject to discipline.

No employee shall be disciplined for refusal of voluntary overtime.

Section 2.6 MEAL/REST PERIODS. Meal periods and rest periods will be administered in accordance with state law (WAC 296-126-092). Employees will be allowed an unpaid meal period of not less than one-half hour when working five hours or more.

Employees that remain on duty during their meal period will be compensated for such time at the appropriate rate of pay after completing the Employer's Time Sheet indicating a "missed meal period".

All employees will be allowed one rest period totaling not less than fifteen (15) minutes on the Employer's time for each four (4) hours of working time, which may be taken intermittently based on scheduling requirements.

Section 2.7 REPORT PAY. Employees who report for work as scheduled (unless otherwise notified in advance) and are released from duty by the Employer shall receive a minimum of four (4) hours' work at the regular rate of pay or four (4) hours pay. The Employer will first seek volunteers. This provision will not apply should the employee volunteer to be released.

Section 2.8 WEEKENDS. The weekend is defined as that period after 10:00 pm Friday to 10:00 pm Sunday except for employees whose regular start time is before 10:00 pm whose weekend will begin at the end of their shift.

Section 2.9 REST BETWEEN SHIFTS. In scheduling work assignments, the Employer will make a good faith effort to provide each employee with at least twelve (12) hours off duty between shifts.

Section 2.10 LOW CENSUS. Low census shall be defined as a need, determined by management, to temporarily reduce hours due to a decline in work requirements. Prior to instituting mandatory low census, the Employer will, where possible, cancel agency personnel, employees working in an overtime condition, volunteers and on-call employees. During periods of low census, the Employer will first ask for volunteers before implementing low census policy. If no volunteers exist, the Employer will rotate low census days equitably, by reverse seniority within job classification, providing patient care, skill, continuity and efficiency requirements are met. If an employee receives a low census day off, the employee may use vacation (if available) in order to make up for the loss of compensation. The low census roster shall be based on the preceding twelve (12) months and be available for employee review.

Section 2.11 ATTENDANCE. The parties agree to follow the Employer's attendance policy as it is set forth in the Employee Handbook dated January 1, 2015 and that the employer shall have the right to discipline employees per the policy. The Union will be provided a thirty (30) calendar day notice of any changes to the attendance policy.

ARTICLE 3

HOLIDAYS

Section 3.1 All employees shall receive the following holidays, or day observed as such, with pay:

New Year's Day
President's Day
Memorial Day
Independence Day

Labor Day
Thanksgiving Day
Christmas Day

Section 3.2 Holiday pay is calculated based upon the number of hours and the regular rate of pay the employee would normally receive on that day. Full-time employees who are regularly scheduled to work 37-40 hours per week and who are actively employed are eligible to receive 8 hours of pay for each of the holidays. Full-time employees who are scheduled to work 30 or more hours per week and who are actively employed receive pro-rated holiday pay. On-call and part-time employees scheduled less than 30 hours/week are not eligible for holiday pay except as noted below.

Section 3.3 An employee must work their normally scheduled shift the day prior and the day after to receive holiday pay or be on previously approved time off.

Section 3.4 All employees working on a holiday will receive holiday pay at the regular rate of pay for all hours worked up to a maximum of 8 hours AND regular pay for all hours worked, in addition to any applicable shift differentials and overtime pay the employee may be entitled to per State and Federal guidelines.

Section 3.5 Upon request, an employee working on a holiday may take another day off, without pay, within 14 days of the worked holiday.

Section 3.6 If a holiday falls during an employee's scheduled paid time off, the holiday will be paid as holiday pay rather than paid time off. If an employee is scheduled to work on a holiday and calls in sick, compensation will be paid on the basis of sick pay only. An employee cannot collect both sick pay and holiday pay for the same day.

Section 3.7 For work on Holidays, in emergency situations, the Employer shall first seek volunteers, then contact employees who have placed themselves on a list of employees willing to work the holiday, and then seek on-call employees before assigning employees to work the holiday. The Employer shall document efforts to fill the vacant shift.

ARTICLE 4

VACATION

Section 4.1 As of the first of the month following 60 days of employment, eligible employees will have access to accrued vacation. Accrual begins as of the first day of employment although may not be immediately used. The accrual is based on hours worked and length of service. Vacation hours should be used in no less than 2-hour increments.

- 0-4 years, 80 hours max annual accrual
- 5-9 years, 120 hours max annual accrual
- 10+ years, 160 hours max annual accrual

Section 4.2 Employees scheduled to work less than 37 hours per week, but 30+ hours minimally, receive a prorated vacation accrual based on hours worked and length of service.

Section 4.3 Vacation may be carried over from year to year and is capped at 2 years of accrued benefit. Accrual does not begin again until vacation is taken below the cap. No there shall be no advance pay for vacation not yet accrued.

Section 4.4 Employees may use vacation time for sick leave if they have exhausted their sick leave and continue to be sick. Sick leave, however, cannot be used to extend vacation leave.

Section 4.5 A vacation calendar for February 1 through January 31 shall be posted in January of each year. Vacation requests shall be approved/denied within thirty (30) calendar days and will be granted by seniority subject to Department requirements. Vacations scheduled during “prime time” (June 1 through September 30 and the month of December) shall be limited to two (2) weeks. All vacation requests submitted after March 1 shall be granted by submittal date with notice of approval/denial from the manager within two (2) weeks of the request. If available, additional vacation time may be scheduled during “prime time” if requested and approved after March 31. Such requests must be made with at least three (3) weeks advance notice to the manager.

Section 4.6 In the event there are conflicting requests, then the same vacation period may not be granted to the same person in consecutive years, so that equitable access exists in obtaining vacation.

Section 4.7 In the event an employee resigns from Franke Tobey Jones after one year of employment, and provides proper notice (two weeks), they will be eligible to be paid for accrued and unused vacation hours. In the event employee status changes from full time to any other status not eligible for vacation benefit, accrued and unused vacation hours will be paid out through payroll.

Section 4.8 VACATION PAYOUTS. Employees may choose to take cash vacation payouts instead of using all vacation hours for paid time off. Vacation Payouts are limited to two requests per calendar year (6 months must pass between requests) for no more than one-half of vacation balance not to exceed twenty hours per request.

ARTICLE 5

SICK LEAVE

Section 5.1 All full-time employees are entitled to receive sick leave with pay at their normal rate of pay.

Section 5.2 Sick leave is accumulated at the rate of two (2) hours per pay period.

Section 5.3 Notification to the immediate supervisor shall be made by the employee two (2) hours prior to the start of his/her scheduled work time. If such notice is not made, sick leave

may not be granted. Extenuating circumstances shall be taken into consideration.

Section 5.4 Sick leave shall accumulate to one hundred and sixty (160) hours.

Section 5.5 Sick leave may be used in the instance of employee's illness or illness in the immediate family of the employee. A doctor's certification may be required for absences.

Section 5.6 Sick leave usage shall include reasonable time for medical appointments used in one hour increments.

Section 5.7 Part-time, temporary, on-call and seasonal employees shall be not be eligible for sick leave.

ARTICLE 6

LEAVES OF ABSENCE

Section 6.1 BEREAVEMENT LEAVE. Full-time and part-time employees (on a pro-rated basis) are provided up to three (3) consecutive working days of paid leave upon the death of an immediate family member within the 30 day period following the death. Immediate family members include the employee's family and the employee's spouse's family, and are specified as: i) spouse, domestic partner or significant other; ii) mother (stepmother) and father (stepfather); parents-in-law, sister (stepsister) and brother (stepbrother); grandmother and grandfather; child (stepchild); and grandchild.

Relatives who resided in the employee's household at the time of death and for whom the employee was legally responsible are also considered immediate family.

Bereavement leave pay is calculated based upon the number of hours and the regular (straight time) rate of pay the employee would normally receive on that day up to 8 hours.

Employees wishing to take additional leave, or to take time off to attend the funeral of an individual not listed above, may request the use of available vacation time. Employees may be required to furnish satisfactory evidence to support the time away.

Section 6.2 OTHER LEAVES. All other leaves of absence will be in accordance with applicable federal or state law. See Appendix B for reference. (See "Job Protected Family Leave Laws" Washington State Department of Labor and Industries, August 2010.

Section 6.5 JURY DUTY. Full-time Employees shall be paid for the normally scheduled period of time he/she would have worked to serve in this capacity up to eight (8) hours per day for a maximum of ten (10) days. On call, seasonal and temporary employees are granted time off without pay.

Section 6.6 PERSONAL TIME OFF. The Employer provides 16 hours of personal time per year for full time employees. For new hires, this is available for use the first of the month following 60 days of employment if hired prior to June 30th. If hired between July 1 and October

31, eight (8) hours of personal time is provided and available for use the 1st of the month following sixty (60) days. For hires on or after November 1, sixteen (16) hours of personal time will be available January 1 of the following year. Personal time does not carry over from year to year and is not paid out upon termination of employment.

Personal time is used in 2 hour increments for non-exempt personnel.
Personal time is used in full day increments for exempt personnel.

ARTICLE 7

SENIORITY/LAYOFF

Section 7.1 Seniority shall be defined as an employee's continuous length of service with the Employer from the most recent date of hire. Seniority shall not apply to an employee until completion of the required probationary period as defined in Article 1. Upon completion of the probationary period, seniority shall be retroactive as of the first day of hire.

Section 7.2 Seniority shall be the determining factor in layoff and recall from layoff, reassignments and shift changes, where such factors as individual skill, efficiency and ability are equal.

Continuous length of service shall govern in the following order:

- Departmental seniority
- Employees in full time status
- Employees in part-time and on-call status

Section 7.3 Seniority shall be broken for the following reason(s):

- a. Discharge;
- b. Voluntary quit;
- c. Job abandonment (no call/no show for 2 consecutive shifts);
- d. Layoffs of six (6) months or more; this time limit may be extended upon mutual agreement between the Employer and the Union on a case by case basis;
- e. Absence from work because of a non-occupational illness or injury of three (3) months or more;
- f. Absence from work because of an occupational illness or injury of three (3) months or more.

Section 7.4 SEPARATE SENIORITY LIST. It is understood that separate seniority lists will be maintained for each of the following departments: 1) HealthCare Center (HCC); 2) Assisted Living (AL); and Our Place (OP).

Section 7.5 COIN FLIP. When two or more employees have the same seniority date, it is agreed that a flip of the coin will determine who is the senior employee for all provisions of the contract. The coin flip would be made on the date after the employees have achieved seniority.

Section 7.6 STATUS CHANGE. An employee's seniority shall be determined at their current status. For Example, an employee who was hired on full time status and moved to part-time status is laid off while on part-time status, his/her part-time status controls for determination of seniority order per Section 7.2.

Section 7.7 In the event of a layoff, such will be communicated to the Union and to the employees in the affected job classification and department at least thirty (30) days prior to the layoff. An employee who will be laid off will receive no less than fifteen (15) working days advance notice of layoff (or pay in lieu thereof for scheduled work days missed) with a copy of the notice given to the Union. The Employer shall make available a listing of resources for an employee in the event of such employee's layoff.

ARTICLE 8

MANAGEMENT RIGHTS

Section 8.1 The management of the Employer and direction of the work force are vested exclusively in the Employer and the Employer shall have all rights customarily reserved by management, including, but not limited to:

- the right to determine or revise job classifications and qualifications, to hire, assign, promote, suspend, transfer, discipline or discharge;
- the right to relieve employees from duty because of lack of work or other proper reasons;
- the right to contract or subcontract for services;
- the right to schedule hours or require overtime work;
- the right to establish rules pertaining to the operation of the Employer.

Section 8.2 The Employer reserves the right to determine the products and services that will be provided, equipment and processes that will be used, including medical records and procedures for producing medical records, standards that are required, required systems and automation of processes and systems, training and staffing. Management has no obligation to make or to refrain from making capital improvements to the Employer's workplace or equipment for any purpose.

The Employer reserves the right to establish, modify, or terminate bonus and incentive programs in excess of the wages and benefits provided for in this Agreement.

The above-mentioned management rights are not to be interpreted as being all-inclusive but merely indicate the type of rights that belong to and are inherent to management. It is understood that any of the rights, power or authority the Employer had prior to the signing of this Agreement are retained by the Employer, except those specifically abridged, granted, or delegated to others or modified by this Agreement.

Section 8.3 Nothing herein waives the Employer's duty to bargain on mandatory subjects.

ARTICLE 9

HEALTH AND WELFARE

Section 9.1 The Employer agrees to continue to provide Medical, Dental, Vision and Life and Accidental Death and Dismemberment Insurance to Employees covered by this Agreement at the same benefit level and premium share that it provides to all other employees of the Employer.

Section 9.2 The Employer shall continue to offer Voluntary Life Insurance and Accidental Death and Dismemberment Insurance at the same benefit level and premium share that it provides to all other employees of the Employer.

Section 9.3 The Employer agrees to notify the union sixty (60) days in advance of any anticipated changes to any of the Medical, Dental, Vision, Life or Accidental Death and Dismemberment Insurance benefits.

Section 9.4 The Employer agrees to provide the same contribution rate to the 403(b) Pension plan that it provides to all other employees of the Employer.

ARTICLE 10

NON-DISCRIMINATION

Section 10.1 No worker covered by this Agreement shall be discriminated against because of membership in the Union or activities on behalf of the Union.

Section 10.2 Neither the Employer nor the Union shall unlawfully discriminate against any employee on the basis of race, color, religion, presence of any physical or mental disability (as defined by the Americans with Disability Act as amended), sex, sexual orientation, age, marital status, or veteran's status. The Union will provide its support to the Employer to effectuate the goals of the Employer's anti-harassment policies.

ARTICLE 11

DISCIPLINARY ACTION

Section 11.1 No regular employee who has completed his or her probationary period shall be disciplined or discharged except for just cause. No employee shall be discharged for refusal to cross a lawful picket line.

Section 11.2 PROGRESSIVE DISCIPLINE. The Employer and the Union agree that in correcting inappropriate employee conduct or unsatisfactory performance, the Employer shall employ a progressive discipline system which shall be as follows:

- Step 1 – Verbal Warning;
- Step 2 – Written Warning;

Step 3 – Suspension of Final Written Warning in lieu of suspension;
Step 4 – Discharge.

The parties recognize that at the Company's discretion, the suspension step may be a working suspension. In addition, it is understood that the conduct at each stage of the progressive discipline process may or may not be related to the conduct at a prior or latter step.

Section 11.3 All progressive discipline must be given within ten (10) working days from the date the Employer has knowledge of the violation.

Section 11.4 The parties recognize that certain conduct is of such a serious nature that resort to a progressive discipline approach is inappropriate. The Employer may, therefore, skip any of the steps above and proceed to any step, up to and including discharge.

Conduct falling in this category may include, but shall not be limited to: unauthorized use or destruction of Employer or resident property; possession of weapons on Employer property; professional incompetence that threatens the life or well-being of a resident; establishing a personal relationship with a resident; violation of the Employer's Code of Ethics policy; violation of the Employer's Confidentiality policy; violation of HIPAA privacy rules; theft; intentionally damaging the property of the Employer and/or others; endangering the safety of oneself or others; unwillingness to work in a safe manner; violence in the workplace; violation of Employer's harassment or discrimination policies; fraud; falsification of documents; insubordination; possession or violation of the Employer's drug and alcohol policy; gross misconduct or gross error.

Section 11.5 At its discretion, the Employer may withhold discipline and simply counsel an employee or may hand out different levels of discipline for behavior which may have been, or may subsequently be, the basis for discipline of a different employee. Such discretion shall not be exercised arbitrarily or capriciously.

ARTICLE 12

GRIEVANCE PROCEDURE

Section 12.1 GRIEVANCE. A grievance is a violation of a specific Article or Section of this Agreement. The grievance process stated below sets forth the sole method for the resolution of grievances. All time limits must be adhered to unless otherwise agreed by both parties in writing.

Section 12.2 PROCEDURE.

Step 1

An employee or shop steward shall first discuss any grievance with the employee's immediate supervisor within seven (7) calendar days after the grievance arose or after the grievant knew or should have known of the facts giving rise to the grievance. Every effort shall be made to resolve the grievance at this level. In the event no resolution is reached within 7 days of the meeting with the immediate supervisor, either party may advance the grievance to step 2.

Step 2

Should Step 1 fail to reach satisfactory agreement, the matter shall be referred to the Human Resource Director within seven (7) calendar days of the Step 1 response. The HR Director shall have seven (7) calendar days to schedule a meeting with the grievant and the Union Representative. The HR Director shall have seven (7) calendar days to respond to the grievance in writing. If the matter is not resolved at Step 2, the Union shall have seven (7) calendar days to advance the grievance to Step 3.

Step 3

Should Step 2 fail to reach satisfactory agreement, the matter may be referred in writing to the Executive Director of the Employer. The Executive Director shall issue a decision within seven (7) days of hearing the grievance.

Step 4

In the event the matter is not resolved in Step 3, it may be submitted to binding arbitration. The request for arbitration must be submitted within ten (10) working days of the decision being rendered in Step 3. In the event the parties cannot agree on an arbitrator, either party may request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service within ten (10) work days of the written request for arbitration. The parties shall select an arbitrator from said list by alternately striking names. The arbitrator shall not have the authority to modify, add to or subtract from the provisions of this Agreement or to impose any obligation on the Union or the Employer not expressly agreed to by the terms of this Agreement. The expenses of the arbitrator will be paid by the losing party. The parties shall be responsible for their own costs, including attorney fees.

The Arbitrator shall not have authority to award more than 180 working days back pay in any case.

Section 12.3 Grievances regarding terminations shall commence with the 3rd step in the grievance procedure.

ARTICLE 13

TERMINATION OF EMPLOYMENT

Section 13.1 Employees shall resign in writing and provide a two (2) week notice of termination of employment. After one year of service, employees providing a two (2) week written notice of termination of their employment and working through that two week period as scheduled, shall receive pay for all available vacation leave hours. No paid leave may be taken during the notice period. Vacation, personal and sick leave may not be used to extend an employee's last date of service. The employee's termination date must be the actual dates worked.

Section 13.2 In the event that an employee is discharged from employment, they will receive pay for all available vacation leave hours.

ARTICLE 14

HEALTH AND SAFETY PROVISIONS

Section 14.1 The Employer shall at all times keep its facilities and machinery in safe operating condition and agrees to use every reasonable effort to safeguard the health and safety of its employees.

Section 14.2 The Employer will establish a Health and Safety Committee in accordance with all regulatory requirements.

ARTICLE 15

UNION MEMBERSHIP

Section 15.1 No person shall be discharged or discriminated against for upholding Union principles, and any person who works under the instruction of the Union, or who serves on a Committee, shall not lose their position or be discriminated against for this reason.

Section 15.2 Any employee not holding membership in the Union at the time of ratification of this agreement shall become a member of the Union thirty-one (31) days from the date of ratification of this agreement, as a condition of continued employment.

Thereafter, any employee not holding membership in the Union at the time of their employment shall become a member of the Union thirty-one (31) days from the date of their employment.

Conscientious objection to joining or contributing to a labor organization: The parties agree that any employee who is a member of an adherent to teachings of a bona fide religion, body or sect which has historically held conscientious objection to joining or supporting labor organizations shall not be required to join or financially support the Union as a condition of employment. In lieu of monthly dues, such employees are required to contribute an equal amount to a non-profit organization agreed upon by the Union, and shall forward monthly receipts of such contribution to the Union.

Section 15.3 The Employer agrees to deduct Union initiation fees and dues from the wages of each employee who has signed a dues deduction form. The Employer agrees to forward such initiation fees and dues to the office of the Union monthly.

Section 15.4 The Employer agrees not to keep in their employ, in the classifications listed herein, anyone whose membership in the Union has been terminated because of failure to tender periodic dues or initiation fees uniformly required as a condition of acquiring or retaining membership in the Union.

Section 15.5 Any employee failing or refusing to secure membership in the Union as provided above, shall, upon written demand of the Union, be released from the employ of the Employer. The Union and its members agree to hold the Employer harmless for the termination of any employee who is terminated because of written demand by the Union.

ARTICLE 16

UNION REPRESENTATION

Section 16.1 UNION STEWARDS. Employees duly elected/selected as Shop Stewards, and notice properly given to Employer, shall have the right to receive regular pay and benefits during regular business hours as prescribed below.

- a. To participate in all scheduled Labor-Management Committee meetings during regular business hours.
- b. To participate in any scheduled employee grievance meetings with management during their regularly scheduled hours.

Section 16.2 UNION ACCESS. Duly authorized representatives of the Union may have access at reasonable times to those areas of the Employer's premises which are open to the general public for the purposes of investigating grievances and contract compliance. Union representatives shall not have access to those areas of the Employer's premises which are not open to the general public, including but not limited to work areas, employees' lounges and break rooms, nursing units, or other resident care areas unless advance approval has been obtained from the Employer and the representative has signed in at the Reception Center. Approval will not be unreasonably withheld. Access to the Employer's premises shall not interfere with or disturb employees in the performance of their work during working hours and shall not disrupt the resident care or the normal operation of the facility.

Section 16.3 NEW EMPLOYEE ORIENTATION. The Employer will provide a list of new employees and departments that they have been hired into to the Union.

Section 16.4 BULLETIN BOARDS. The Union will be allowed to install bulletin board(s), without interference, for the purpose of posting union notices relating to union activities. The Union agrees to post a current list of Shop Stewards on the bulletin board. The Employer will make available to the Union, bulletin board space at designated locations for the purpose of posting notices related to Union activities. All such notices shall be signed by an authorized representative or steward of the Union, dated, and have a posting expiration date. Union representatives and all Union members agree to post all Union sponsored notices, stickers, or other such materials only on designated bulletin boards as provided by the Employer.

Section 16.5 MEETING ROOMS. The Union may use meeting rooms of the Employer for meetings of the Franke Tobey Jones bargaining unit with advanced request for meeting facilities is made and that space is available which will not interfere with other use.

ARTICLE 17

EMPLOYMENT PRACTICES

Section 17.1 EMPLOYMENT TYPES. The parties agree to follow the employment types as set forth in Section 2.1 of the Employee Handbook dated January 1, 2015. The Union will be provided a thirty (30) calendar notice of any changes to the employment types policy.

ARTICLE 18

COMPENSATION

Section 18.1 Effective the pay period following upon ratification, all employees covered by this agreement shall receive a two percent (2%) increase to their current hourly rate of pay. Employees may receive additional increases based on their years of experience as set forth in Appendix A.

Employees hired after ratification will only be eligible for the first five (5) steps of Appendix A, and will receive fifty percent (50%) of their experience for purposes of placement on the pay scale. (For example: a new hire with 10 years' experience will be placed at Step 5.) Any new hire with greater than ten (10) years' experience will top out at Step 5 for starting rate. For new hires that have an odd number of years of experience, their starting rate will be the mid-point between the two steps wherein they fall.

Section 18.2 Effective first pay period of January, 2016, all employees covered by this agreement shall receive a two percent (2%) increase to their hourly rate of pay.

Section 18.3 Effective first pay period of January, 2017, all employees covered by this agreement shall receive a two percent (2%) increase to their hourly rate of pay.

Section 18.4 Effective first pay period of January, 2018, all employees covered by this agreement shall receive a two percent (2%) increase to their hourly rate of pay.

Section 18.5 CALL BACK PAY. Excluding early beginning or extensions of their regular scheduled shift, an employee is called back to work shall receive a minimum of four (4) hours' pay at their normal rate of pay.

Section 18.6 SHIFT DIFFERENTIAL. Employees who work the weekend shift – defined as Friday 10 pm to Sunday 10 pm – will receive an additional \$.50 per hour worked.

Employees who work the night shift – defined as 10:00 pm to 6:30 am – will receive an additional \$1.00 per hour worked.

Section 18.7 ON-CALL INCENTIVE. Employer will continue to on-call incentive pay practice.

ARTICLE 19

LABOR MANAGEMENT COMMITTEE

Within sixty (60) days of ratification of this Agreement, the Employer and the Union will jointly establish a Labor Management Committee. The Labor Management Committee will be comprised of up to three (3) Employee representatives and up to three (3) Employer representatives.

The Labor Management Committee shall meet at least quarterly as long as an agenda has been presented at least two (2) weeks in advance of the meeting. The agenda may be supplemented by either party.

All bargaining unit employees shall be compensated at their regular rate of pay for up to one (1) hour of meeting time.

ARTICLE 20

SEVERABILITY

This Agreement shall be subject to all present and future applicable Federal and State laws, executive orders, and regulations of governmental 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 provision 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 Employer and the Union shall enter into immediate collective bargaining negotiations for the purpose and solely for the purpose of arriving at a mutually satisfactory replacement for such provision.

ARTICLE 21

STRIKES AND LOCKOUTS

The Union agrees that there shall be no strike of the Employer by the employees during the term of this Agreement. The Employer agrees that there will be no lock out of employees during the term of this Agreement.

ARTICLE 22

DURATION

This agreement shall become effective upon ratification and shall remain in full force and effect until and for three (3) years following the date of ratification and shall thereafter automatically renew itself until either party provides to the other party a written notice of not less than ninety (90) days prior to the anniversary date of their desire to terminate, modify, or change this contract. Upon the giving of such notice, the parties shall proceed to negotiate a new contract.

EXECUTED at Tacoma, Washington this _____ day of January 2016.

OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION LOCAL 8, AFL-CIO

FRANKE TOBEY JONES

By _____
Leslie Liddle
Union Representative

By _____
Mark Gustafson
Executive Director

By _____
Suzanne Mode
Business Manager

By _____
Kristie Dowdy
Human Resources Director

By _____
Karina Bernal
Bargaining Committee

By _____
Jackie Kekona
Bargaining Committee

By _____
Melissa McAtee
Bargaining Committee

APPENDIX "A"

PAY SCALE

Upon Ratification 2% increase to current rate of pay and then placement on scale based on years of experience.

Yrs. of Experience	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
AIDE	13.00	13.25	13.50	13.75	14.00	14.25	14.50	14.75	15.00	15.25	15.50	15.75	16.00	16.25	16.50	16.75	17.00	17.25	17.50	17.75	18.00
LPN	21.20	21.95	22.70	23.45	24.20	24.95	25.70	26.45	27.20	27.95	28.70	29.45	30.20	30.95	31.70	32.45	33.20	33.95	34.70	35.45	36.20
RN-AA	23.50	24.50	25.50	26.50	27.50	28.50	29.50	30.50	31.50	32.50	33.50	34.50	35.50	36.50	37.50	38.50	39.50	40.50	41.50	42.50	43.50
RN-BSA	25.50	26.50	27.50	28.50	29.50	30.50	31.50	32.50	33.50	34.50	35.50	36.50	37.50	38.50	39.50	40.50	41.50	42.50	43.50	44.50	45.50
Effective January 1, 2016																					
	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
AIDE	13.26	13.51	13.77	14.02	14.28	15.53	14.79	15.04	15.30	15.55	15.81	16.06	16.32	16.57	16.83	17.08	17.34	17.59	17.85	18.10	18.36
LPN	21.62	22.38	23.15	23.91	24.68	25.44	26.21	26.97	27.74	28.50	29.27	30.03	30.80	31.56	32.33	33.09	33.86	34.62	35.39	36.15	36.92
RN-AA	23.97	24.99	26.01	27.03	28.05	29.07	30.09	31.11	32.13	33.15	37.17	35.19	36.21	37.23	38.25	39.27	40.29	41.31	42.33	43.35	44.37
RN-BSA	26.01	27.03	28.05	29.07	30.09	31.11	32.13	33.15	34.17	35.19	36.21	37.23	38.25	39.27	40.29	41.31	42.33	43.35	44.37	45.39	46.41
Effective January 1, 2017																					
	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
AIDE	13.52	13.78	14.04	14.30	14.56	14.82	15.08	15.34	15.60	15.81	16.12	16.38	16.64	16.90	17.19	17.42	17.58	17.94	18.20	18.46	18.72
LPN	22.05	22.82	23.61	24.38	25.17	25.94	26.73	27.50	28.29	29.07	29.85	30.63	31.41	32.19	32.97	33.75	34.53	35.29	36.09	36.87	37.65
RN-AA	24.44	25.48	26.53	27.57	28.61	29.65	30.69	31.73	32.77	33.81	34.85	35.89	36.93	37.97	39.01	40.05	41.09	42.13	43.17	44.21	45.25
RN-BSA	26.53	27.57	28.61	29.65	30.69	31.73	32.77	33.81	34.85	36.18	36.93	37.97	39.01	40.05	41.09	42.13	43.17	44.21	45.25	46.29	47.33
Effective January 1, 2018																					
	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
AIDE	13.79	14.05	14.32	14.58	14.85	15.11	15.38	15.64	15.91	16.12	16.44	16.70	16.97	17.23	17.53	17.58	17.93	18.29	18.56	18.82	19.09
LPN	22.49	23.27	24.08	24.86	25.67	26.45	27.26	28.05	28.85	29.65	30.44	31.24	32.03	32.83	33.62	34.42	35.22	35.99	36.81	37.60	38.40
RN-AA	24.92	25.98	27.06	28.12	29.18	30.24	31.30	32.36	33.42	34.48	35.54	36.60	37.66	38.72	39.79	40.85	41.91	42.97	44.03	45.09	46.15
RN-BSA	27.06	28.12	29.18	30.24	31.30	32.36	33.42	34.48	35.54	36.90	37.66	38.72	39.79	40.85	41.91	42.97	44.03	45.09	46.15	47.21	48.27



Protected Leave Laws July 2015

State Laws – Labor & Industries

Family Care Act ([RCW 49.12.265](#); [WAC 296-130](#))

- Applies to all employers who provide a paid leave benefit
- Does not apply if employee has no paid leave available or is not yet entitled to use earned paid leave (as in during probationary period)
- Employees can use their choice of earned paid leave such as sick leave, vacation, holiday, PTO and some short-term disability plans for family care purposes
- Family members included in the Family Care Act are: minor children with health condition requiring treatment or supervision; spouses, registered domestic partners, adult children, parents, parents-in-law and grandparents with serious health condition or emergency condition
- Includes use of paid leave to care for a child < 18 with a health condition that requires treatment or supervision, including preventive care
- Includes use of paid leave to care for an adult child ≥ 18 who cannot care for him or herself because of disability
- Includes short-term care of a spouse or registered domestic partner temporarily disabled because of pregnancy or childbirth

Family Leave Act (FLA) ([RCW 49.78](#))

- Like the federal Family Medical Leave Act (“FMLA”), the FLA provides job protection when leave is taken for a qualifying reason
- Covers employers who employ ≥ **50** employees during twenty or more calendar weeks during the current or previous year
- Eligible employees are employees who worked for at least **12 months** for the employer from whom leave is requested and **1,250 hours** in past 12 months for the employer from whom leave is requested
- The FLA provides 12 weeks of leave during a 12-month period – these weeks will usually run concurrently with FMLA leave
- At this time, L&I enforces only: 1) leave benefits for eligible employees to care for a registered domestic partner with a serious health condition, 2) leave benefits that remain after an employee has exhausted FMLA leave for an exigent deployment reason or as a military caregiver, and 3) additional family leave benefits for women who qualify for pregnant disability leave under the Washington State Law Against Discrimination (WLAD)
- Unless one of the circumstances above applies, L&I will not enforce the FLA
- Eligible employees can enforce their rights to protected family and medical leave under the FMLA through the U.S. Department of Labor or a private civil action
- The 12 weeks of FLA is **in addition to** any leave taken because an employee is temporarily disabled by pregnancy or childbirth (“pregnancy disability leave”)
- Pregnancy disability leave is covered by the WLAD, enforced by the Washington Human Rights Commission www.hum.wa.gov
- Leave is unpaid unless employee has paid leave to substitute

Leave for Victims of Domestic Violence, Sexual Assault, & Stalking ([RCW 49.76](#))

- Provides job protection for employees who are victims or whose family members are victims of domestic violence, sexual assault or stalking
- Family members include a child, a spouse, a parent, a parent-in-law, a grandparent or a person the employee is dating

- Leave may be taken for legal or law enforcement assistance, medical treatment, counseling, obtaining services from a shelter or a victim's advocate program, or for safety planning or relocation
- Provides as much leave as is reasonable under the circumstances
- Leave is typically without pay
- All public and private employers are covered, regardless of size
- If no emergency or unforeseen circumstances exist, the employee must give advance notice of intent to take leave consistent with the employer's stated policy for requesting such leave
- The employee must give notice no later than the end of the first day of the leave to qualify, even in emergency circumstances

Leave for Spouses of Deployed Military Personnel ([RCW 49.77](#))

- Provides job protection for spouses or registered domestic partners of military personnel (active duty, national guard, or reserves)
- All employers, public and private, are covered, regardless of size.
- An employee who works ≥ 20 hours per week on average is covered
- Covered employees can take up to 15 days unpaid leave to spend time together after receiving notice of an impending call or order to active duty and during the military member's leave from deployment during times of military conflict
 - This law does not provide for leave at the end of a deployment
- Leave is without pay unless the employee has accrued paid leave and chooses to substitute paid leave for unpaid leave
- Employees must give notice of intent to take military family leave within five business days of receiving official notice of the deployment or the leave from deployment in order for the leave to qualify for job protection

Leave for Certain Emergency Services Personnel ([RCW 49.12.460](#))

- Public and private employers who employed ≥ 20 full time equivalent employees in the previous year are covered
- Volunteer firefighters, reserve officers or civil air patrol members are covered
- Provides job protection to covered employees responding to, working at, or returning from a fire alarm or emergency call
- Volunteer firefighters must be on the alarm or emergency call and ordered to remain at the scene by the commanding authority in order to be covered
- Does not provide leave for participating in training or other nonemergency activities
- Complaints must be filed within 90 days

Federal Law – U.S. Department of Labor

Family and Medical Leave Act (FMLA) ([29 CFR 825](#))

- Employers with ≥ 50 employees for each working day during 20 or more calendar workweeks
- Employees employed by the employer for at least 12 months with 1,250 hours of service during 12-month period preceding the leave
- Provides job protection for 12 weeks' leave to care for self or family member with serious health condition: includes spouse, child, or parent
- L&I has no enforcement authority – call U.S. Department of Labor, Seattle District Office, at 206-398-8039 or visit the U.S. Department of Labor Wage and Hour Division's [webpage on FMLA](#)

Washington Leave Law	Paid or Unpaid Leave	Leave Allowed	Employer - Employee Criteria
Family Care Act (FCA) RCW 49.12.265 WAC 296-130	Paid leave only; The FCA only applies when employees has earned paid leave	Use of any or all of employee's earned paid time off for care of a sick family member; Family member = child, spouse, registered domestic partner (RDP), parent, parent-in-law or grandparent	No size requirement; Applies to all employers who provide a paid leave benefit
Family Leave Act (FLA) <i>Superseded by the FMLA where provisions are similar</i> RCW 49.78 WAC 296-135	May be unpaid leave; Employee may choose or employer may require substitution of paid leave for unpaid leave	Employee may take 12 weeks to care for RDP with serious health condition; Employee who took pregnancy disability leave may take 12 weeks of parental leave after period of pregnancy disability is over Note: FLA runs concurrently with FMLA except during pregnancy disability leave	Employee working at worksite with ≥ 50 employees or worksite with < 50 employees if employer employs ≥ 50 employees within 75 miles of the worksite Employee with 1,250 hours of service in previous 12 months for employer from whom leave is requested
Domestic Violence Leave RCW 49.76	Employee may choose between unpaid leave or accrued paid leave	"Reasonable leave" for victims of domestic violence, sexual assault or stalking and family members of victims in order to seek legal or law enforcement assistance, legal proceedings, treatment by health care provider, counseling, shelter or social services, safety planning or relocation Family member = child, spouse, RDP, parent, parent-in-law, grandparent or person with whom the employee has a dating relationship	All employers and employees; No eligibility requirements
Military Family Leave Act (MFLA) RCW 49.77	Unpaid leave unless employee elects to substitute accrued paid leave	Employee who is spouse of military personnel may take 15 days' leave per deployment prior to deployment or when spouse is on leave from deployment	All employers; Employees who work ≥ 20 hours per week on average
Leave for Certain Volunteer Emergency Services Personnel RCW 49.12.460	Unpaid leave	Leave related to an alarm of fire or an emergency call for volunteer firefighters and reserve officers; Leave related to emergency service operation for civil air patrol members	Employers who had ≥ 20 full time equivalent employees in the previous year