LOCAL 8 OPEIU
Office and Professional Employees International Union
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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

SENIOR LIFE RESOURCES NORTHWEST INC.
HOME CARE SERVICES

AND

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

FOR THE PERIOD OF

JULY 1, 2021 THROUGH JUNE 30, 2023

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COLLECTIVE BARGAINING AGREEMENT

SENIOR LIFE RESOURCES NORTHWEST INC.
HOME CARE SERVICES

PREAMBLE

THIS AGREEMENT is made and entered into at Richland, Washington this 1st day of July 2021, by and between SENIOR LIFE RESOURCES NORTHWEST INC., hereinafter referred to as the EMPLOYER and OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL NO. 8, AFL-CIO, hereinafter referred to as the UNION for the purpose of establishing an understanding reached between the parties with respect to wages, benefits, hours of work, and conditions of employment and to clearly define mutual obligations between the parties. The UNION and the EMPLOYER agree to the following:

ARTICLE 1

RECOGNITION OF THE UNION

Section 1.1 RECOGNITION. The Employer recognizes the Union as the exclusive collective bargaining agent with respect to wages, hours, and conditions of employment for all Home Care Providers employed by the Employer in the State of Washington; but excluding all clerical employees, managers, confidential employees, professional employees, temporary employees, all other employees, guards and supervisors as defined in the Act.

Section 1.2 COVERAGE. Whenever the word "Employee" appears in this Agreement, it shall refer only to those employees for whom the Union is, pursuant to Section 1.1 of this Agreement, recognized as the exclusive bargaining agent.

ARTICLE 2

MANAGEMENT RIGHTS

Section 2.1 MANAGEMENT'S RIGHT TO MANAGE ITS BUSINESS. The Union recognizes the Employer's inherent and traditional right to manage its business, and to establish reasonable work rules, and to require their observance subject to this Agreement and the law. The Employer retains the sole right to manage the affairs of the organization and to direct the working forces. Such functions of management shall include, but are not limited to, the rights, in accordance with the Employer's sole and exclusive judgment and discretion to:

(a) Determine the services to be provided, methods and schedules of work and services, the type of equipment, and the sequence of work and services;

(b) Determine the number of employees to be employed;

(c) Use independent contractors and consultants to perform work or services;

(d) Subcontract, contract out, close down, or relocate the Employer's operations or any part thereof as long as said subcontracting or contracting does not directly result in the layoff, termination, or a reduction of hours of a current bargaining unit employee;

(e) Maintain discipline among employees, including the right to make rules and regulations to promote efficiency, safe practices, proper conduct on the part of employees, and to maintain client confidentiality;

(f) Direct generally the work of employees, subject to the terms and conditions of this Agreement, including the right to hire, discharge, suspend or otherwise discipline employees for just cause, to promote, demote, or transfer employees, to assign them to clients and determine the amount of work needed, and to lay off employees;

(g) Expand, reduce, alter, combine, transfer, assign, or cease any job, department, operation, or service;

(h) Determine the number and location of Employer's facilities;

(i) When necessary, in order to meet urgent client care needs where no other service area bargaining unit employee is available, the Employer may utilize employees who are not members of the bargaining unit as defined in Section 1.1 of this Agreement. An example of a situation would include, but not limited to, where no Home Care Provider is available to work at a certain location and time when the client needs service.

Section 2.2 PREVIOUS MANAGEMENT RIGHTS. The foregoing express enumeration of rights reserved to management shall not be deemed to preclude management's exercise of other rights it held before the execution of this Agreement which are not inconsistent with any expressed provision thereof.

Section 2.3 EXERCISE OF MANAGEMENT RIGHTS. The exercise of management rights is the exclusive prerogative of the Employer and its decisions in such matters, to the extent not inconsistent with the Agreement and/or the law, shall not be subject to contest or review by the Union.

ARTICLE 3

UNION MEMBERSHIP

Section 3.1 UNION SECURITY AND MEMBERSHIP. The Employer agrees that all employees covered under this Agreement, in accordance with Article 1, employed as of the date of ratification of this Agreement shall, as a condition of employment, become and remain members of the Union in good standing or agree to pay a representation fee not to exceed the current union dues and initiation fees. If an employee is a member of a church or religious body whose bona fide religious tenets or teachings forbid said employee to be a member of a labor union, such employee shall pay an amount of money equivalent to the regular Union dues and initiation fees to a non-religious legally recognized charity or to another legally recognized charitable organization mutually agreed upon by the Employer and the Union.

Section 3.1(a) UNION SECURITY AND MEMBERSHIP. The Employer further agrees that all new employees hired subsequent to the effective date of this agreement shall, as a condition of employment, in accordance with Article 1, on the first of the month following 31 days after the date of employment become and remain members of the union in good standing or agree to pay the Union a representation fee. If an employee is a member of a church or religious body whose bona fide religious tenets or teachings forbid said employee to be a member of a labor union, such employee shall pay an amount of money equivalent to the current Union dues and initiation fees to a non-religious legally recognized charity or to another legally recognized charitable organization mutually agreed upon by the Employer and the Union. Good standing for the purpose of this Agreement shall depend on payment of initiation fees and dues in accordance with the current dues and initiation schedule.

Section 3.1(b) UNION SECURITY AND MEMBERSHIP. The Union shall notify the Employer in writing that an employee has failed to acquire and maintain membership in the Union and shall provide the Employer with a copy of the final warning to the affected employee that he or she has not acquired and maintained membership in the Union. In the event the employee fails or refuses to tender the dues and fees on which he or she is delinquent within thirty (30) calendar days of receipt by the Employer of such notice, the Employer shall discharge said employee. The aforementioned time periods may be extended by mutual agreement of the Employer and the Union.

Section 3.2 DUES DEDUCTION. Upon receipt of a written check-off authorization card signed by an employee covered by this Agreement, the Employer shall make periodic deductions from the wages of such employee, unless the Employee has made arrangements to make direct payment of dues to the Union and notified the Employer and the Union in writing of same. The Employer will remit deductions to the Union for the payment of current regular dues and initiation fees, subject to the following terms and conditions:

Section 3.2(a) DUES DEDUCTION. The Employer shall deduct current regular dues and initiation fees from each paycheck and remit such fees to the Union by the twentieth (20^{th}) day or first working day after the twentieth (20^{th}) each month unless the employee has made arrangements to make direct payment of dues to the Union and notified the Employer and the Union in writing of same. Payroll deduction of dues shall be optional with the employee. Employees who choose to pay dues directly to the Union shall be responsible for payment.

Section 3.3 INDEMNIFICATION. The Union shall indemnify, defend and hold the Employer harmless from and against all suits, demands, actions, proceedings and claims against the Employer or persons acting on behalf of the Employer, (including payment of Employer's attorney fees) for any relief sought where the claim arises from the application of this Article. In the event that any part of Article 3 shall be declared invalid or that all or any portion of the monthly dues must be refunded to any non-member, the Union and its members shall be solely responsible for such reimbursement.

Section 3.4 ROSTER. The remittance of dues shall be accompanied by a listing of employees for whom dues are remitted and the amounts remitted for each employee, including name, date of birth, address, phone number, rate of pay, hours worked, and date of hire upon the effective date of this Agreement and every month thereafter. The Employer shall also

provide to the Union each pay period a list of reported changes in status of employees that shall include the name, reason for change and date of the change of status (new hire, discharge, layoff, resignation) of each employee.

Section 3.5 OPEIU LOCAL 8 PAC CHECK-OFF. The Employer agrees to deduct the sum specified from the pay of each member of the bargaining unit who voluntarily executes a single OPEIU Local 8 PAC Check-Off Authorization form. When filed with the Employer, the authorization form will be honored in accordance with its terms.

Section 3.5(a) OPEIU Local 8 PAC CHECK-OFF. A check payable to OPEIU Local 8 PAC for the amounts deducted and a roster of all bargaining unit employees using payroll deduction for voluntary political action contributions will be transmitted to the Union once a month. Upon issuance and transmission of this check to the Union, the Union holds the Employer harmless from all claims, demands or other forms of liability that may arise against the Employer for or on account of any such deductions.

Section 3.6 PRESENT CONDITIONS. No present employee, who, prior to the date of this Agreement, was receiving more than the rate of wages designated in this Agreement, for the class of work in which he/she was engaged, shall suffer a reduction in the rate of wages from the application of this Agreement.

ARTICLE 4

UNION REPRESENTATIVES AND ACTIVITY

Section 4.1 UNION ACCESS. The Union shall advise Senior Life Resources Administrative Service Director in writing, by fax or by email of the current names of the Union representatives, agents and Shop Stewards authorized to represent the Union in dealings with the Employer. The Union Representative shall be allowed admission to the Employer's premises for the purpose of investigating specific employee complaints or grievances relating to this Agreement provided the Union Representative contacts the Program Director, Regional Manager, or Office Manager sixteen (16) business hours in advance or with as much advance notice as possible under the circumstances, as long as the Program Director, Regional Manager, or Office Manager is present. Business hours shall be defined as Monday through Friday, 8 AM until 5 PM. The Union representative will notify the Office Manager prior to and immediately upon entering the premises.

Section 4.2 SHOP STEWARD. The Employer shall recognize the Union Steward who shows authority from the Union as a duly accredited Union Representative. A Union Steward shall be released without pay for meetings with management for the purposes of investigating specific employee complaints or grievances relating to this Agreement, with sixteen (16) business hours advance notice or with as much advance notice as possible under the circumstances to the Regional Manager or Office Manager. If the Employer requires the Steward's presence or the work hours cannot be rescheduled to attend a meeting, the Employer will pay the union Steward for work hours lost because of the meeting. The Steward shall notify and receive permission from his/her supervisor before interrupting his/her assigned work, and such permission shall be granted unless a work operation requires the temporary postponement of the investigation. The Shop Steward shall be deemed to have seniority over

all other bargaining unit employees for the purposes of layoff and recall from layoff.

Section 4.3 UNION COMMUNICATION. The Union shall be allowed the use of a portion of bulletin board space at each service office for the purpose of posting Union notices. The content of the Union's communications through the Employer's facilities specified in this Section 4.3 will be provided to the Employer in advance and will be mutually agreed upon.

Section 4.4 UNION BUSINESS. Except as provided in this Article 4, and as protected by the National Labor Relations Act, Union business shall not be conducted in the Employer's offices or work sites.

Section 4.5 ORIENTATIONS. The Employer shall distribute to each new employee at his/her initial orientation a check off authorization and membership card, a New Member Brochure and Packet. At their orientation, new employees will also be provided with the names and phone numbers of Shop Stewards. The Employer will collect signed Union authorization and membership cards at the initial orientation for those employees who sign the cards then.

Section 4.5(a) NEW EMPLOYEE ORIENTATION (NEO). The Union will be allowed thirty (30) minutes to meet with the new employees during each new employer orientation. The Employer will provide a list to the Union via electronic mail of the known orientation attendees which will include their work location, orientation location, name, date of hire, phone number, and personal email, if available. If an employee is scheduled for orientation at a time that the union is unable to meet with said employee, the Employer will send the employees contact information to the Union Representative and the Union Representative will schedule an alternative meeting time.

The Union and SLR acknowledge that this Union NEO session is not SLR paid time and that it is voluntary for the new hire. The Union will schedule these sessions immediately before or after the regular NEO session, or at a time that is independently scheduled by the Union outside the time allocated by SLR for the NEO session. If this Union session is to take place at an SLR facility, then that will be pre-scheduled with that office's staff.

Section 4.6 UNION CONTRACT COPIES. The Union will provide the Employer with copies of this Agreement and the Employer will provide a copy of this Agreement for any employee who requests a copy.

ARTICLE 5

EMPLOYMENT PRACTICES AND EMPLOYEE RIGHTS

Section 5.1 JOB POSTINGS. Notice of all job vacancies offered by the Employer shall be posted on a bulletin board in all service offices with the job opening(s) for a period of at least five (5) workdays. Shop Stewards in the service area where the job opening occurs and the Union shall be sent, or emailed when available, a copy of all job openings prior to the posting period. In addition, information about all job vacancies will be available to employees by calling the Human Resources office and on the website of the Employer. (This does not refer to the Employer seeking additional Home Care Providers.) The Employer will provide a job description for any posted position upon request of the employee. The Employer shall not be

denied the right to fill a position with an individual from outside or from internal sources.

Section 5.2 JOB APPLICANTS. The Employer will interview all in-house applicants who meet the minimum qualifications for the job as listed in the job description. An employee who applies for a position and is not selected for an interview or is selected for an interview but is not hired for the position will receive notice accordingly. The applicant may request to meet with the supervisor to review what knowledge, skills and abilities the employee needs to be a successful applicant in the future. For jobs within the bargaining unit, where two current employees have relatively equal ability, reliability, client compatibility (if applicable) and qualifications, area seniority will be observed in accordance with Section 6.2 Application of Seniority. For jobs within the bargaining unit, where a current employee and an outside applicant have relatively equal qualifications for the job, preference will be given to the current employee.

Section 5.3 INCIDENT CHARGES. The employee will not be required to pay for any cost associated with breakage or loss of client property incurred while working, unless such breakage or loss is caused by the employee's dishonest or willful act.

Section 5.4 NOTIFICATION. The Employer shall notify the Union in writing on the first working day of the month following thirty-one (31) days after the effective date of employment, giving name, address, phone number, social security number or other numerical identification, classification, rate of pay and the date the employee was placed on the payroll or began pre-employment training.

Section 5.5 PROBATIONARY PERIOD. Bargaining unit employees shall be hired on a probationary period for the first ninety (90) calendar days of employment. Termination, discipline or extension of additional probationary period time up to thirty (30) days will not be subject to review by the Union.

Section 5.6 PROGRESSIVE DISCIPLINE AND JUST CAUSE. The Employer and Union agree that in correcting inappropriate employee conduct, the Employer shall employ a uniform progressive discipline system which shall, depending on the severity of the inappropriate conduct, include verbal counseling and warnings, written warnings, probation, suspensions and discharge. The Employer will evaluate the conduct of the Employee and the circumstances of the incident to determine what level of discipline is appropriate. No employee shall be disciplined or terminated except for just cause. 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, omit any of the steps and proceed directly to discharge. Conduct falling in this category, depending on its severity, may include, but shall not be limited to, breach of client confidentiality; abusing, exploiting or neglecting clients; theft; intentionally damaging property of others; fighting; violation of Employer's harassment or discrimination policies; fraud; falsification of documents; insubordination; possession, use or sale of alcohol or illegal drugs while on Employer-related business or property, or being under the influence of drugs or alcohol in said circumstances; failing to comply with driver's license and insurance requirements set forth in Section 15.5 of this Agreement; failing to comply with client plan of care or willfully disregarding authorized client hours or knowingly entering into a financial or service agreement with an SLR client or client family member while engaged in SLR employment. Upon termination, an employee, upon request shall receive written notice

from the Employer stating the cause of termination.

Section 5.7 WARNING NOTICES. An Employee shall be given the opportunity to read, sign and attach a written response to any written warning or disciplinary notice placed in his/her personnel file. The Employee's signature thereon shall not be construed as an admission of guilt or concurrence with the reprimand, but rather shall be an indication that he/she has seen it and comprehends the disciplinary action taken and has the right to contact a Union Representative. An Employee is required to acknowledge by his/her signature receipt of the written warning. Refusal by the employee to sign the disciplinary notice shall not invalidate the disciplinary notice. Employees shall have the right to review and comment on performance evaluations and disciplinary warnings placed in their personnel files. In keeping with progressive discipline and just cause (Section 5.6), when considering prior disciplinary actions in an employee's file, the Employer will take into consideration the passage of time since the previous discipline occurred, the seriousness of the prior offense(s), the discipline imposed for the previous offense(s) and the employee's compliance with the expectations set forth in prior disciplinary action.

Section 5.8 PERSONNEL FILES. Employees may make an appointment to examine their personnel file at their respective service office during working hours when requested in advance.

Section 5.9 PERFORMANCE EVALUATIONS. Each Employee shall receive a written performance evaluation within ten (10) working days of the end of the ninety-day probationary period and then annually within sixty (60) working days of his or her employment anniversary date. The Employee shall be given the opportunity to read the evaluation and attach his or her own comments before permanent placement in their personnel file.

Section 5.10 RESIGNATION/LAYOFF. Employees shall give a fourteen (14) calendar days notice of resignation. The Employer shall give fourteen (14) calendar days notice of layoff whenever possible.

Section 5.11 PROMOTIONS. Promotions within the bargaining unit shall be made on the basis of client compatibility if applicable, ability, reliability and qualifications. In the event two or more employees have the same relative client compatibility if applicable, ability, reliability, and qualifications, the Employee with the greatest seniority shall be selected. If and when a promotional position becomes available within the bargaining unit, it shall be in accordance with Section 7.4 New Classifications and shall include negotiations over placement methodology on the scale as a result of the promotion. All employees so promoted shall be placed on the higher rated job for a probationary period of ninety (90) calendar days. In the event the Employee does not successfully pass the probationary period to regular employment status, such Employee shall be given his or her former position without any loss of seniority or wage rate unless terminated for just cause. "Former position" will be construed to mean the same job classification and the same number of hours within fourteen (14) calendar days of returning to the former position if hours are available and employee is compatible with available clients, but will not be construed to mean the original clients, shift or days scheduled.

Section 5.12 EMPLOYER POLICIES. To the extent that Senior Life Resources employment policies are not in conflict with the Agreement, they will be accepted as working

policy. Where a conflict exists, the policies shall be negotiated with the Union prior to any implementation. The Union shall be provided a copy of any new or revised policies or procedures with respect to the bargaining unit twenty (20) working days prior to the time they are to be implemented. In the event the Union is not provided with the proposed policy changes, they shall have no effect upon the members of the bargaining unit. Following this notification, if the Union chooses to waive its right to bargain in writing or does not request bargaining on the changes, the changes will be fully implemented on the twenty-first (21) working day after the Union was provided with the copy of the new or revised policies or procedures. Any changes affecting wages, hours, benefits and working conditions of bargaining unit employees shall require good faith negotiations and notice as defined in this Agreement with the Union, unless the Union has waived bargaining.

Section 5.13 SUPERVISOR AVAILABILITY. The Employer will ensure that a supervisor is available for consultation during regular office hours and when client critical care needs are scheduled. In the event a caregiver cannot reach a supervisor and decisions need to be made the caregiver will follow the policies and procedures as trained.

Section 5.14 EMPLOYEE RIGHTS. An employee may have a Union Representative or Shop Steward present at any meeting with management representatives that involves discipline or investigation or discussion of issues which may lead to discipline. If the employee desires Union representation at such a meeting, the employee shall notify the Employer at that time and shall be provided reasonable time to arrange for Union representation at the meeting. If management has not informed the employee prior to the meeting of the purpose of the meeting, the employee may request adjournment and postponement of the meeting until his or her representative can be present. In no event shall the meeting be postponed longer than three (3) working days except by mutual agreement.

ARTICLE 6

SENIORITY

Section 6.1 GENERAL. Seniority shall be defined as the length of continuous service within the bargaining unit from date of hire.

Section 6.2 APPLICATION OF SENIORITY. Where ability, reliability, client compatibility and qualifications are relatively equal, area seniority will be observed in scheduling overtime, schedule preference, replacement hours, request for additional hours, declining hard to serve clients and elective, non-state or employer required training opportunities. See Section 5.11 for promotions. The six (6) geographical service areas to which “area seniority” applies are Clarkston, Walla Walla, Kennewick, Sunnyside, Yakima and Ellensburg.

Area Seniority shall be observed in layoffs and recalls. Paid time off preference will be scheduled using service area seniority only as provided in Section 8.4 Paid Time Off Scheduling.

Due to language requirements and/or consumer preference the Employer may bypass a senior employee who, by virtue of seniority might otherwise have been given a particular client assignment. In such cases, the assignment will be given to the most qualified senior employee

available who can satisfy language requirements and/or consumer preference. The Employer shall determine whether an Employee is qualified for a particular client assignment.

Section 6.3 LOSS OF SENIORITY. An Employee shall lose his or her seniority rights for any one of the following reasons:

(a) Resignation or voluntary quit.

(b) Job abandonment is considered to be a voluntary quit. Job abandonment is defined as a failure to report absence from work for three (3) consecutive scheduled workdays unless excused by the Employer.

(c) Retirement.

(d) Discharge with just cause.

(e) Inability of the Employer to contact Employee because of Employee's failure to keep Employer advised of a current address and phone number (if any).

(f) Failure to report from layoff within five (5) working days after notification by phone or receipt of written notification to report back to work. Notice shall be sent by registered or certified mail, return receipt requested, to the Employee's last known address.

(g) Absence by reason of layoff or other approved leave for a period of six (6) months or longer.

Section 6.4 ACCRUAL OF SENIORITY. Seniority shall be accrued from the date of hire or rehire, except as described in Section 6.3, during periods of continuous employment including:

(a) Time lost by reason of accident or bona fide illness not to exceed six (6) months.

(b) Time spent on layoff status not to exceed six (6) months.

(c) Time spent on jury duty, approved witness service or bereavement leave.

(d) Time spent on other approved leaves not to exceed six (6) months.

Section 6.5 SENIORITY ON RE-HIRE WITHIN 90 DAYS. An employee who is re-hired by the Employer, in its sole discretion, within ninety (90) calendar days of losing seniority under Section 6.3 shall have their seniority and hours worked restored.

ARTICLE 7

EMPLOYEE CLASSIFICATIONS

Section 7.1 PROBATIONARY STATUS EMPLOYEE. A probationary status employee in the bargaining unit is one who has been employed less than ninety (90) days from date of hire or who has been in the employment of the Employer between ninety (90) and one hundred and twenty (120) calendar days, and has not completed a successful probationary evaluation.

Section 7.2 REGULAR STATUS EMPLOYEE. A regular status employee in the bargaining unit is one who has been in the employment of the Employer ninety (90) calendar days or

more and has completed a successful probationary evaluation.

Section 7.3 TEMPORARY EMPLOYEE. A temporary employee is one whose employment is limited by time or task, known to the employee at the time of hire. Temporary employees may be hired on an intermittent basis throughout the year not to exceed three (3) full consecutive calendar months. Regular employees shall have the right to fill extra hours per Section 12.7 Request for Additional Hours of this Agreement. Temporary employees shall not be hired for the purpose of displacing regular employees or avoiding filling positions within the bargaining unit.

Section 7.4 NEW CLASSIFICATIONS. The Employer shall notify the Union in advance, in accordance with Section 5.12 Employer Policies, of any new classification(s) appropriate to the bargaining unit. It is not the Employer's policy to establish new jobs or job titles for the purpose of excluding such employees from the unit. The terms and conditions of the new classification shall be negotiated with the Union.

ARTICLE 8

PAID TIME OFF

Section 8.1 PAID LEAVE ACCRUAL. All probationary and regular employees with up to and including three thousand (3,000) hours worked shall earn paid leave at the rate of one (1) hour of paid time off for every forty (40) hours actually worked.

Employees with three thousand and one (3,001) or more hours worked and under twenty thousand and one (20,001) hours worked shall earn paid leave at the rate of two (2) hours of paid time off for every forty (40) hours worked.

Employees with twenty thousand and one (20,001) or more hours worked shall earn paid leave at the rate of two and one half (2.5) hours of paid time off for every forty (40) hours worked.

Paid Time Off (PTO) does not accrue during any period of paid or unpaid leave.

Probationary employees shall accrue, but not be able to use, paid time off until the beginning of the ninetieth (90) calendar day of his or her employment. Employees will be allowed to carryover up to one hundred twenty (120) hours of accrued, unused PTO from one year to the following year. "Year" in this Section 8.1 means calendar year.

The current paid time off balance shall be shown on the pay stub with each paycheck. The employee may also use their accrued PTO to meet the eligibility requirement as outlined in Section 13.2 for health insurance by timely completing and submitting an Office Client Form by the end of the second pay period for the ensuing month's coverage.

Section 8.2 PAID TIME OFF USAGE. Paid time off (PTO) may be used for any personal reasons including, but not limited to, personal business, illness of self or dependent family member(s), medical and dental appointments, for all the purposes authorized under RCW 49.46.210 (1)(b)(c), all applicable leave laws and vacation. An employee may use his/her PTO in quarter-hour (15 minute) increments. Paid time off (PTO) shall be paid at the employee's

regular rate of pay for all hours accrued and approved as paid leave up to forty (40) hours per workweek. The combination of leave time and work time cannot exceed forty (40) hours in one week (Sunday through Saturday).

Under RCW 49.46.210 (1)(b) and (c), an employee is authorized to use PTO for the following reasons:

(a) An absence resulting from an employee's mental, dental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventive medical and/or dental care;

(b) To allow the employee to provide care for a family member with a mental, dental or physical illness, injury, or health condition; care of a family member who needs medical, dental diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical and/or dental care;

Family member is defined as:

A child including a biological, adopted, or foster child, stepchild, 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.

A parent including; a biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee’s spouse, or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.

A spouse, registered domestic partner, grandparent, grandchild and sibling.

(c) When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason;

(d) An employee is authorized to use PTO for absences that qualify for leave under the domestic violence leave act, chapter 49.76 RCW. This includes time off to address issues arising from domestic violence, sexual assault, or stalking of an employee or his/her family member, including, but not limited to, preparing for or participating in any civil or criminal proceeding related to or derived from domestic violence, sexual assault, or stalking; obtaining, or assisting family members in obtaining, services from a domestic violence shelter, rape crisis center, or other social services program for relief from domestic violence, sexual assault, or stalking; and participating in safety planning, temporarily or permanently relocating, or taking other actions to increase the safety of an employee or his/her family members from future domestic violence, sexual assault, or stalking.

This paragraph and the following three paragraphs in this Section 8.2 apply to situations involving PTO taken for the purposes authorized under RCW 49.46.210 (1)(b) and (c).

Employees missing work for reasons covered by RCW 49.46.210 (1)(b) and (c) are still required to give notice and comply with the usual call-in procedures for the scheduled work location. If the need for PTO is foreseeable, a leave request form is available from the local service office and must be submitted at least one week prior to the start of the leave, or as soon as possible if the employee does not know of the need for leave one week in advance. The leave request must also state the length of the leave needed, if known.

For PTO that is not foreseeable, an employee must provide notice of the need to use PTO as soon as practical and must generally comply with the normal notification policies and/or procedures for unscheduled absences. If it is impracticable for the employee to provide timely notice of the need for leave, someone else may provide the initial notice on his/her behalf. In that case, the employee is expected to follow up with his/her supervisor as soon as possible.

Although extenuating circumstances will be considered, generally "as soon as practical" will mean providing notice of an unforeseen absence at least two (2) hours if reasonable before the start of the employee's work day. In the case of an unforeseen absence related to domestic violence, notice needs to be provided within twenty-four (24) hours of the beginning of this first (1st) missed shift, of such unforeseen absence.

For absences exceeding three (3) consecutive days of required (scheduled) work, the Employer may require verification that an employee's use of paid sick leave is for an authorized purpose under RCW 49.46.210 (1)(b) and (c), WAC 296-135-070, all applicable leave laws, and the Collective Bargaining Agreement. An employee has the right to assert that the verification requirement is an unreasonable burden or expense on the employee. Employees who use paid sick leave in compliance with this policy will not be disciplined (including termination of employment), have any adverse action taken against them, or be retaliated against in any way for their request or usage of paid sick leave.

Section 8.3 COMPLIANCE WITH LEAVE LAWS. Where applicable, the Employer will comply with all leave laws including Family Medical Leave Act, WA State Family Care Act, Leave for Spouse of Deployed Military Personnel, leave for certain emergencies services personnel, and WA State Paid Family and Medical Leave Law, as they may from time to time be amended.

Section 8.4 PAID TIME OFF LEAVE CASH-OUT. Up to two (2) times per calendar year, employees may convert a portion of accrued paid time off balance to cash, provided there is an availability of funds. Conversion to cash is at the pay rate for any paid personal time off, is a minimum of ten (10) hours and a maximum of eighty (80) hours per calendar year. Requests for conversion to cash must be in writing signed by the employee and approved by the supervisor.

Section 8.5 PAID TIME OFF SCHEDULING. This Section applies only to situations NOT involving PTO taken for the purposes authorized under RCW 49.46.210 (1)(b) and (c). Employees must submit written requests at least one (1) week prior to the date the requested paid time off commences. Employees will be expected to notify their supervisor or the service office phone message line of illness at least two (2) hours prior to their first assignment of the day unless there is a verifiable emergency preventing an employee from fulfilling this requirement. The Employer shall grant the requests consistent with client service needs.

The Employer shall retain the final right to approve or deny all paid time off to meet critical client care needs but shall not do so in an unreasonable or arbitrary manner. Approval of a paid time off will be based on seniority for the initial paid time off request. This written request must be received by the last business work day in February of each year for the period through the last day of February of the following year. The Employer will respond to all requests by March 22 of each. After March 1 of each year, paid time off requests will be approved on a first come, first serve basis. Home Care Providers are encouraged to include a second choice in their initial paid time off request in case the first preference cannot be accommodated. Home Care Providers may also request unpaid leave time in addition to paid leave time they have accrued or will have accrued by the time of the paid time off request, on an availability basis.

Section 8.6 PTO CASH-OUT ON SEPARATION OF EMPLOYMENT. Upon separation of employment, if the employee has been employed for a minimum of six (6) months, any accrued leave shall be paid at the rate for any paid personal time off. If an employee forfeits his or her PTO because he or she was not employed for at least six (6) months, and if said employee is then rehired within twelve months of separation, then previously accrued, unused PTO shall be reinstated if the employee reached the ninetieth (90^{th}) calendar day of employment prior to separation. If said employee did not reach the ninetieth (90^{th}) calendar day of employment prior to separation, the previous period of employment will be counted for purposes of determining the date upon which the employee is entitled to use PTO.

Employees who are discharged for cause will not be paid any accrued and unused PTO. Employees who fail to give fourteen (14) calendar days' notice or fail to work their schedule during the notice period will have any accrued and unused PTO cash out reduced up to a maximum of fourteen (14) calendar days. The amount of the reduction will be based on the number of days of notice less than fourteen (14) calendar days or the unworked schedule during the notice period. The Employer in its sole discretion can waive the PTO cash-out reduction.

Section 8.7 PAID TIME OFF DONATIONS. An employee may request to donate a portion of his/her accrued unused Paid Time Off (PTO) to another employee when it is needed for, but not limited to, illness, dental or medical reasons and for all the purposes authorized under RCW 49.46.210 (1)(b) and (c). The donating employee may only donate leave accrued in excess of twenty (20) hours. An employee may not receive PTO donations that would cause them to exceed 120 hours. Once the leave is donated, it is not returnable. The following formula will be used to calculate the donation:

Number of hours donated x wage of donor/wage of recipient=hours donated.

Section 8.8 BEREAVEMENT LEAVE. Emergency bereavement leave of up to three (3) consecutive working days leave from work with pay for those client days and hours scheduled on the current month's schedule shall be allowed for an employee when a death in the employee's family requires the employee's attendance. Family shall mean persons related by marriage or adoption and/or in the following relationship: spouse or domestic partner, child (including step or foster children and son/daughter in-law), grandchild, great-grandchild, parent (including parent-in-law), grandparent (including grandparent-in-law), great-grandparent, sibling (including sibling in-law), or relative living in the employee's immediate household.

No more than three (3) consecutive working days emergency bereavement leave with pay shall be allowed per occasion. Nothing in this section will prevent employees from taking other leave available to them. Emergency bereavement leave is not accumulative from one occasion to another. Within four (4) days of death, an employee must notify the Employer of the anticipated need for bereavement leave.

Section 8.9 PAID LEAVE FOR CLIENTS MEMORIAL. Paid bereavement leave of up to two (2) hours may be granted to an employee to attend a client's funeral or memorial, provided the employee gives notice two days in advance to his/her supervisor and the employee provided care to the client for a period of no less than twelve (12) calendar months.

ARTICLE 9

UNPAID LEAVE

Section 9.1 LEAVE WITHOUT PAY. Employees are eligible for the following types of leaves without pay: medical, jury duty, union leave, lobby day, personal and family. Such leaves of absence may be extended by the Employer. The continuous service and seniority status of an employee shall not be affected as a result of approved leaves without pay except as described in Section 6.3 Loss of Seniority of this Agreement. All benefits shall cease during a period of leave without pay in which the employee does not otherwise meet the qualifications for benefits. Paid leave shall not accumulate. All accrued leave above eighty (80) hours must be exhausted before an employee converts to leave without pay status. Exceptions to this section apply when leave without pay falls under jury duty, Union or lobby day leave.

Section 9.2 MEDICAL LEAVE OF ABSENCE. Employees will be granted a medical leave of absence for the actual period of a medically related disability. During this period, employees will be allowed to return to work with the same rate of pay, including contractual and step increases except as described in Section 6.3 Loss of Seniority of this Agreement. Employees must maintain their medical coverage at their own expense unless the leave is covered by the Family Medical Leave Act, in which case coverage shall be continued at the Employer's expense and in accordance with Article 13 Health Benefits. All accrued leave above eighty (80) hours must be exhausted before any employee converts to a leave without pay status.

Section 9.3 PERSONAL LEAVE OF ABSENCE. Employees may be authorized to take an unpaid leave of absence for personal reasons, provided that the leave is requested in advance and approved by the supervisor. Personal leaves cannot exceed six (6) months. During this period, employees will be allowed to return to work with the same rate of pay, including contractual and step increases except as described in Sections 6.3 Loss of Seniority and 6.4 Accrual of Seniority of this Agreement. An employee who fails to report to work on his/her first scheduled workday after his/her scheduled leave of absence has expired or who has not obtained an extension of the leave prior to its expiration will be considered to have voluntarily terminated employment. All accrued paid leave above eighty (80) hours must be exhausted before an employee converts to a leave without pay status.

Section 9.4 FEDERAL FAMILY MEDICAL LEAVE ACT (FMLA) AND STATE LEAVE LAWS. Where applicable, the Employer shall comply with the Federal Family Medical Leave Act, WA State Paid Family and Medical Leave, Washington Family Care Act, and the

Washington Family Leave Act as they may from time to time be amended. All accrued paid leave above eighty (80) hours must be exhausted before an employee converts to a leave without pay status. When taking leave covered by the WA State Paid Family and Medical Leave, employees shall not be required to exhaust accrued leave above eighty (80) hours.

Section 9.5 JURY DUTY LEAVE. Employees called for jury duty in any municipal, county, state or federal court shall advise the supervisor of receipt of such call and will be granted the necessary time off from work without pay. Employees may choose to use earned paid time off to replace earnings for hours normally scheduled.

Section 9.6 UNION LEAVE. A leave of absence without pay shall be granted upon request of an employee on the active payroll, in case he or she is appointed or selected to a Union position for the period of time necessary to fill such position, subject to Sections 6.3 and 6.4 of this Agreement.

Section 9.7 LOBBY DAY LEAVE. The Employer agrees to release up to ten (10) bargaining unit employees on a day designated by the Union for the general purpose of public action and advocacy with the State Legislature to increase home care funding. The Union shall communicate to the Employer the names of the workers requesting such leave. Leave requests shall take into consideration client needs but shall not be unreasonably denied by the Employer.

Section 9.8 ELECTION LEAVE. If an employee's schedule does not give him/her two free hours during the time the polls are open, he/she may take up to two hours of unpaid leave to vote.

ARTICLE 10

HOLIDAYS

Section 10.1 WORK ON A HOLIDAY. The following holidays shall be observed but not paid except for actual hours worked: New Year's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day. Any employee receiving prior authorization from the Employer to work on a holiday recognized in this Section due to client need shall receive time and one-half (1 ½) for all hours worked on that holiday. Employees who do not obtain prior approval shall be paid at straight time. If an employee chooses to work on one of the above holidays, the employee may do so consistent with his/her regularly approved schedule. The pay rate shall be at the straight-time rate of pay.

Section 10.2 HOLIDAY SUBSTITUTE. An employee may trade Christmas Day in Section 10.1 for another recognized holiday that is more important to the employee's personal belief system; i.e. Yom Kippur, Hanukkah, etc. by giving the Employer one (1) week advance notice in writing.

Section 10.3 RESCHEDULING OF WORK. Employees shall not be scheduled to work on the holidays in Sections 10.1 and 10.2 to the extent possible, but wherever possible the equivalent number of hours shall be scheduled during the month to maintain the employee's average monthly hours.

ARTICLE 11

SYSTEMS OR REGULATIONS CHANGES AND TRAINING

Section 11.1 LOSS OF POSITIONS. In cases where positions are abolished because of regulations changes, all possible consideration will be given to transferring employees to comparable jobs. Employees to be displaced will be given first opportunity to qualify for the new position before any person outside the bargaining unit is hired to fill the resultant job if practical.

Section 11.2 NEW POSITIONS. When the Employer chooses to create a new bargaining unit position as a result of changes to home care licensure and/or State regulations, this shall be in accordance with Section 7.4 New Classifications.

Section 11.3 TRAINING PROVIDED. In the event training programs are required by the Employer which are necessary for employees to qualify for a new position created as a result of changes to home care licensure and/or State regulations, the Employer agrees to provide training at the Employer's expense, for employees who are offered and accept employment in the position. This Section 11.3 will not be construed to require the Employer to offer training to more employees than the Employer deems appropriate.

Section 11.4 TRAINING COMPENSATION. Tuition, fees, costs, mileage and employee time associated with Employer mandated training shall be paid for by the Employer, unless employee has unexcused absences for which State reimbursement is denied in which case making up the training will be at the Employee's cost. If the state changes the method by which training costs are reimbursed or if training requirements are changed, the Employer and the Union agree to open the Collective Bargaining Agreement to bargain over this issue only.

Section 11.5 TRAINING COMPLIANCE. As an employment requirement, new employees must attend and successfully complete scheduled certified training within the state designated time frame. Annually, thereafter, the employee must complete the state required and approved continuing education. If an employee has not satisfied this training compliance standard, their assignments for client service will be suspended until they successfully comply with the training requirements. Failure to comply with state required training may result in discipline up to and including termination.

SECTION 11.6 TRAINING PARTNERSHIP. Recognizing our mutual commitment to development of a workforce capable of meeting the increasingly acute needs of the people served by home care, and our encouragement of the development of human potential, the Employer will contribute to a fund for training and skills upgrading, known as the Training Partnership, pursuant to RCW 74.39A.009 (23) and 74.39A.360. The Training Partnership will possess the capacity to provide training, peer mentoring, workforce development, and other services to home care aides. The Employer shall become and remain a participating employer in such a Partnership during the complete life of the underlying CBA with OPEIU, Local 8, and any extension thereof.

The parties agree that there has been established a "certification benefit" for the exclusive purpose of defraying the initial costs of certification and testing fees required by the Department of Health (DOH) or their testing agent for bargaining unit members to remain qualified to provide in-home care services. This benefit shall also be administered by, the Training Partnership.

The hourly contribution to the Training Partnership for training and certification and testing fees shall be the hourly training contribution rate established by the State of Washington pursuant to the Individual Provider Collective Bargaining Agreement in effect at the time the hours are worked, (Hereinafter the "Training Partnership Rate"). If the Training Partnership Rate is reduced during the life of the Agreement, the parties shall re-open the Agreement solely for the purpose of renegotiating this section.

Section 11.7 MEDICAID-FUNDED HOURS WORKED. The Employer shall contribute the Training Partnership Rate to the Partnership for each Medicaid-Funded hour worked. Medicaid-Funded hours worked shall be defined as all hours worked by all employees covered by this Agreement in the Employer's in-home care program that are paid by Medicaid, excluding vacation hours, paid time-off, and training hours. Consumer participation and other non-billable hours shall also be excluded for contribution purposes.

Section 11.8 NON-MEDICAID-FUNDED HOURS WORKED. The Employer shall contribute the Training Partnership Rate to the Partnership for each Non-Medicaid-Funded hour worked. Non-Medicaid-Funded hours worked shall be defined as all hours worked by all employees covered by this Agreement in the Employer's in-home care program that are paid by a payor other than Medicaid, excluding vacation hours, paid time-off, and training hours. Non-billable hours shall also be excluded for contribution purposes.

Section 11.9 TRUST AGREEMENT. The Employer and the Union hereby agree to be bound by the provisions of the Trust Agreement and Declaration of Trust and by all resolutions and rules adopted by the Trusties pursuant to the powers delegated.

The Employer is only required to make these contributions to the extent that the funds specified for this purpose are provided in the vendor rate from the state of Washington as well as pay the same amount per hour for all Private Pay clients.

Monthly contributions required by this provision shall be paid to the Partnership on or before the twenty-fifth (25th) day of the month following the month of service for which contributions are owed or before such other date as the Trustees of the Partnership may hereafter determine. Contributions shall be transmitted together with a remittance report containing such information, in such manner, and on such form as may be required by the Partnership or its designee.

ARTICLE 12

HOURS OF WORK

Section 12.1 WORKWEEK/WORKDAY. The regular hours of work shall not exceed forty (40) hours in any week. The regular hours of work shall consist of up to eight (8) hours in a day

to be completed in nine (9) consecutive hours unless agreed by the Employee to do otherwise. Employees shall be allowed to schedule their own hours in accordance with client care plan and client service preference and subject to their supervisor's approval. No Employee shall be required to work more than eight (8) hours in one day except in client emergencies, scheduled 12-hour shift work, or when mutually agreed to by the Employer and Employee. Employees will notify their Direct Care Supervisor any time they are off schedule by more than fifteen (15) minutes, including when they reschedule time or days directly with clients.

Section 12.2 OVERTIME. Overtime shall be paid at the rate of one and one-half (1½) times the regular rate of pay for all time worked in excess of forty (40) hours each week. (Workweek is from 12:01 a.m. Sunday to 12 midnight Saturday.) Time paid for but not worked shall not count as time worked for the purpose of computing overtime. There shall be no pyramiding or duplication of overtime pay. The Employer will comply with applicable state and federal wage and hour laws. Employees and the Employer shall have the responsibility to monitor all hours worked to avoid overtime situations, except with prior approval. Employees may face disciplinary action up to and including termination for failure to do so.

Section 12.3 LUNCH. The established lunch period shall not exceed one (1) hour nor be less than one-half (1/2) hour. Lunch periods shall not be paid. Employees will not be required to take their lunch period until at least three (3) hours after starting work, nor less than three (3) hours before stopping work. The Employee may waive this requirement by signing a Senior Life Resources Lunch Waiver form.

Section 12.4 BREAKS. Daily relief periods of fifteen (15) minutes each shall be allowed for each four (4) consecutive hours of working time for all employees covered by this Agreement. Relief periods are compensable.

Section 12.5 MINIMUM SCHEDULED TIME. No Home Care Worker shall be scheduled for a regular client assignment which is less than one (1) hour unless a shorter assignment is mutually agreed to by both the Employee and the Employer.

Section 12.6 SCHEDULE PREFERENCE. No Home Care Worker shall be required to accept a client assignment which is inconsistent with a Home Care Worker's expressed assignment preference regarding the number of days of service per week and hours per day, specific days, and designated primary service area.

Section 12.6(a) Home Care Workers shall be able to designate whether they are available for substitute assignments which are in or out of their recorded assignment preference.

Section 12.7 REQUEST FOR ADDITIONAL HOURS. Subject to Article 22 (Client Rights), when client assignment hours are available, current employees in the same client home shall be offered the hours first, and then those in the appropriate geographical service office area shall be offered those hours (as long as the additional hours do not cause an employee to exceed a total of thirty-eighty (38) scheduled client hours in a work week) before new employees are offered those hours in accordance with Article 6, Seniority of this Agreement. All Home Care Providers are to complete and submit an Assignment Preferences/Match Criteria form indicating their availability to work for SLR, and any environmental issues; such as sensitivity to smoke or pets. This availability may be updated as often as necessary.

Management staff is to maintain the indicated availability for each Home Care Provider based on their submitted and validated Assignment Preferences Form in the ClearCare system.

Section 12.7(a) Current employees whose hours have been involuntarily reduced shall be given first consideration in taking available hours, first regular hours and then substitute hours, by seniority in accordance with Article 6 of this Agreement. An Employee who refuses two (2) client assignments otherwise fitting their stated preferences, shall be placed at the bottom of the list of employees seeking additional hours in accordance with Section 12.6 Schedule Preference and Section 19.2 Accommodation of this Agreement.

ARTICLE 13

HEALTH, DENTAL AND VISION BENEFITS

Section 13.1 HEALTH BENEFITS TRUST PARTICIPATION. For the purposes of offering individual health, dental and vision insurance to members of the bargaining unit, the Employer shall be a participating employer in the SEIU Healthcare Northwest Health Benefits Trust ("Trust") during the complete life of this Agreement, and any extension thereof. The Employer the Trust and the carriers participating in the Trust shall coordinate to provide benefit plan design and enrollment information to eligible employees.

The Employer and the Union hereby agree to be bound by the provisions of the Trust Agreement and by all resolutions and rules adopted by the Trustees pursuant to the powers delegated. This Collective Bargaining Agreement controls in the event that if there is a dispute as to the terms or provisions in this CBA and any Trust agreement or document. The Employer shall be provided with an updated copy of the Agreement and Declaration of Trust should there be any amendments to either document.

Section 13.2 ELIGIBILITY. Employee eligibility for healthcare benefit coverage, re-enrollment and termination for healthcare benefit coverage shall be governed by the trust as permitted by existing law.

Section 13.3 EMPLOYER CONTRIBUTIONS. The hourly contribution rate shall be the hourly contribution rate established by the State of Washington pursuant to the Individual Provider CBA in effect at the time the hours are worked, (hereinafter the "Healthcare Rate"). If the Healthcare Rate is reduced during the life of the Agreement, the parties shall re-open the agreement solely for the purpose of renegotiating this section.

The Employer shall contribute the Healthcare Rate to the Trust for each Medicaid-Funded hour worked. Medicaid-Funded Hours worked shall be defined as all hours worked by all employees covered by this Agreement in the Employer's in-home care program that are paid by Medicaid excluding vacation hours, paid-time off hours and training hours. Consumer participation and other non-billable hours shall also be excluded for contribution purposes.

The Employer shall contribute the Healthcare Rate to the Trust for each Non-Medicaid Funded Hour worked. Non-Medicaid-Funded Hours worked shall be defined as all hours worked by all employees covered by this agreement in the Employer's in-home care program that are paid by a payor other than Medicaid, excluding vacation hours, paid-time-off hours and training

hours. Non-billable hours and those hours the Employer is unable to collect from private pay clients shall also be excluded for contribution purposes.

The Employer is only required to make these contributions to the extent that the funds specified for this purpose are provided in the vendor rate from the State of Washington as well as pay the same amount per hour for all Private pay clients.

Contributions under this provision shall be made periodically as required by the Trust.

Section 13.4 EMPLOYEE PREMIUM DEDUCTION AUTHORIZATION. The Trust shall determine the appropriate level of contribution, if any, by eligible home care workers. Ongoing administrative costs for deduction of home care worker premiums for health care shall be paid by the Employer. The employee premium-share is $25.00 per month as of July 1, 2015.

Employees shall pay their employee premium co-share charges via payroll deduction if they so authorize in advance. An eligible Employee may elect to participate in the offered health plan by completing an enrollment form provided by the Employer. An employee shall be allowed to have employee premium charges deducted from his/her paycheck provided written authorization to do so is given to the Employer. An eligible Employee may purchase at the group rate established by the Trust, coverage for dependents of the employee who are determined eligible for such coverage by the Trust. The employee will pay the monthly premium charges related to spouse or dependents directly to the Senior Life Resources administrative office no later than the first working day following the fifteenth (15th) day of the month before the plan coverage month. If payment for dependent health care coverage is insufficient or not received by the Employer by the first working day following the fifteenth (15th) day of the month, the Employer will notify the Trust of non-payment.

Section 13.5 SCOPE OF EMPLOYER RESPONSIBILITY. The Employer and the Union mutually agree that neither party has liability for the failure or refusal of the insurance carrier to honor an employee's claim or to pay benefits and no such action on the part of the insurance carrier shall be attributable to the Employer or the Union or constitute a breach of this Agreement by the Employer or the Union.

Section 13.6 WAIVING OF MEDICAL BENEFITS. Employees may waive their opportunity to participate in the Health Insurance Plan by signing the appropriate waiver form. If an Employee is eligible for healthcare benefit coverage during Open Enrollment and does not wish to enroll, the Employee must sign a waiver stating same.

Section 13.7 FUTURE NEGOTIATIONS. If the State changes the reimbursement rate for health insurance, the Employer and the Union agree to open the Collective Bargaining Agreement to bargain over this issue only.

Section 13.8 COBRA. The ability to continue health insurance coverage continues pursuant to applicable COBRA regulations.

Section 13.9 TRUST PLAN ADMINISTRATION. As soon as administratively possible the trust shall be solely responsible for notifying newly eligible workers of their opportunity to enroll, enrolling eligible workers, providing open enrollment notifications and follow up to

secure required applications/documentation, disenrolling ineligible workers and providing COBRA notifications and follow up. The Employer will provide the Trust with hours worked and other information needed by the Trust to determine eligibility, enroll eligible workers and disenroll ineligible workers.

Section 13.10 STATE INDUSTRIAL ACT. All employees shall be covered under the Washington State Industrial Insurance Act.

Section 13.11 HOME CARE WORKER SUPPORT FUND. Each year, the Employer shall match up to $500 a year contributed by employees or other donors to a Support Fund. The employee contributions to the Home Care Support Fund can be made by payroll deduction. Any change in payroll deductions, once started, must be mutually agreed to by both employee and the Employer. The Employer will make a singular annual matching contribution, up to $500 in January for the previous year's contributions.

ARTICLE 14

PAYMENT OF WAGES

Section 14.1 PAYDAY/ITEMIZED DEDUCTIONS. All wages shall be paid twice monthly by check, or by pre-authorized automatic deposit with an itemized statement of payroll deductions, hourly rate of pay and hours worked and paid time off accrual balance. The Employer shall provide employees with self-addressed envelopes for use in returning Service Verification Forms, if requested.

Section 14.2 REPLACEMENT CHECKS. In the event that a regular paycheck was not issued due to the fault of the Employer, the Employer shall issue a replacement check as soon as possible but in no event shall the check be direct deposited or at the service office later than three (3) working days from receipt of evidence establishing such fault from the Union.

Section 14.3 INADVERTENT WAGE OVERPAYMENTS. If the Employer pays an employee more than the agreed-upon wage rate or more than the hours actually worked, the Employer may recoup said overpayment in accordance with WAC 296-126-030, as amended. The Employer shall work with the employee to create a repayment plan.

Section 14.4 INADVERTENT WAGE UNDERPAYMENT. In the event an underpayment occurs from paying less than the agreed-upon wage or less than the hours actually worked, and if the total dollar amount of the underpayment is greater than or equal to $10.00, or if the employee has separated employment and received his/her last paycheck, within three (3) working days from receipt of evidence of underpayment from the Union, the Employer shall issue an additional check to correct the underpayment. In the event the total dollar amount of the underpayment for a current employee is less than $10.00, the Employer shall correct the underpayment on the next regularly issued paycheck.

ARTICLE 15

WAGES AND OTHER COMPENSATION

Section 15.1 WAGES. The wage rate for each employee shall be set forth in Appendix "A". The wage rates listed in this Agreement shall be the guaranteed minimum rates of pay for each classification.

Employees actively on the payroll on the date of ratification will receive retroactive wage increases to July 1, 2021.

Section 15.2 OPEN NEGOTIATIONS. Either party reserves the right to open negotiations on compensation and benefits if there is a funding increase or decrease from the State of Washington. The party desiring to so open negotiations must notify the other of its desire to do so in writing.

Section 15.3 MILEAGE. Employees who use their own vehicle to travel between clients or to provide direct care service to clients will be reimbursed at fifty-five cents ($0.55) per mile. The parties mutually agree that if the I.R.S. mileage reimbursement rate is reduced below fifty-five cents ($0.55) the parties shall meet to negotiate how to deal with any rate or tax issues. The Employer reserves the right to use MapQuest, Rand McNally, Google Maps, or ClearCare software to determine miles between assignments.

Section 15.4 BUSFARE. All employees who use public buses between clients shall be reimbursed for bus passes; provided that, the employee submits a monthly reimbursement form, supplied by the Employer. The Employer will not reimburse the employee for cash used to ride the bus.

Section 15.5 INSURANCE. Employees who travel for the Employer are required to have a valid current driver's license and personal auto insurance that meets the minimums required by the appropriate state for automobile insurance. Employees will not be allowed to drive while on Employer's business, including driving between clients, if they do not maintain appropriate documentation of current driver's license and insurance with the Employer. The Employer will maintain a policy of non-owned auto insurance, which provides protection for the Employer only for the payment of excess liability amounts over and above the coverage provided by the employee's insurance policy.

Section 15.6 ATTEMPT TO SERVE. An Employee who arrives at a client's home at the regularly scheduled work time and finds the client absent, refusing entry or already has an assigned worker, shall be paid for a minimum of one (1) hour for that scheduled shift. If the scheduled shift is more than four hours (4) the employee shall be paid two (2) hours work time plus any windshield time provided the windshield time is in between work assignments, when the employee attempts to locate the client, notifies their supervisor of the situation immediately, and waits thirty (30) minutes from the scheduled service time to see if the client has been detained. If the client arrives within the thirty (30) minutes, the Employee's pay starts at the client's regularly scheduled time.

Section 15.7 WEEKEND DIFFERENTIAL. Employees who work for clients on weekends

shall receive a shift differential of twenty-five cents ($.25) per hour for hours worked. Weekend differential starts at 12:01 a.m. Saturday morning and ends 12:00 a.m. Monday morning.

ARTICLE 16

RETIREMENT PLAN

The Employer agrees to allow employees covered under this Agreement to participate, at the employees' expense, in the OPEIU Local 8 Supplemental Retirement 401K Plan. The Employer agrees to and shall be bound by all terms, conditions and provisions of the Plan Document and the Trust Agreement and any changes, additions, amendments or modifications, which are made by the Trustees of the OPEIU Local 8 Supplemental Retirement 401K Plan.

The Employer shall make a contribution of forty-seven cents ($0.47) for all HCPs with up to two thousand (2,000) hours for all hours worked and seventy-seven cents ($0.77) per hour for all HCPs with two-thousand and one (2,001) or more hours for all hours worked to the OPEIU Local 8 Supplemental Retirement401K Plan.

The Employer agrees to recognize pre-tax wage deferral elections made by employees covered under this Agreement and to transmit the amounts withheld from such employees' wages on a pre-tax basis as soon as the funds can be transmitted and not later than the 15th day of the following month to the depository designated by the administrator of the Plan. Employees may elect to divert any amount up to the maximum threshold set by IRS rules governing 401K plans.

The Employer agrees to provide employee information as may be needed by the administrator of the Plan including information that may be needed to complete any required IRS discrimination tests.

ARTICLE 17

NON-DISCRIMINATION

Section 17.1 UNION ACTIVITY. The Employer agrees not to discriminate against an Employee because of legal activity as a member of the Office and Professional Employees International Union Local No. 8.

Section 17.2 NON-DISCRIMINATION. Neither the Union nor the Employer, in carrying out their obligations under this Agreement, shall discriminate in matters of hiring, training, promotion, transfer, layoff and discharge, or otherwise because of race, color, creed, national origin, sex, age, sexual orientation, political ideology, religion, ancestry, marital status and mental or physical handicap or weight.

Section 17.3 EQUALITY. The Employer agrees to the principle of equal pay for equal work and agrees that there shall be no discrimination exercised in this respect.

ARTICLE 18

SEPARABILITY

In the event that any provision of this Agreement shall, at any time, be declared invalid by any court of competent jurisdiction or through government regulations or decrees, such decision shall apply only to the specific Section specified in the court's decision, government regulation or decree. Upon issuance of such decision, regulation or decree, the Employer and the Union agree to immediately negotiate a substitute for the invalidated Article, Section or portion thereof.

ARTICLE 19

HEALTH AND SAFETY

Section 19.1 HEALTH AND SAFETY. The Employer is responsible for workplace health and safety and agrees to assure a safe and healthful work environment for all employees and further agrees to make every effort to assure optimum working conditions and to provide for the highest practical standards of workplace sanitation, ventilation, cleanliness, light, noise levels, and health and safety in general. The Employee is responsible for reporting unsafe work environments on the day the unsafe condition is identified, reporting may include leaving a message on the service office answering machine, and complying with all Employer safety standards, policies and procedures. The Employer, along with the client, shall provide all Home Care Workers with clinically necessary and legally required safety equipment, including gloves, masks or other personal protective equipment, as the situation requires, at no cost to the Employee. The Employer and Employee further agree to comply with all applicable health and safety laws and regulations. Employees should practice universal precautions at all times as provided by the Employer.

Section 19.2 ACCOMMODATION. Employees shall be required to thoroughly read the plan of care and assessment for each client which will communicate all known client conditions. Employees will use standard universal precautions with all clients at all times. The Employer will make reasonable efforts to accommodate the needs of employees who state that health problems are caused or aggravated by work related assignments or by substances the employee is exposed to in the workplace. This may include reaction to smoke, alcohol or animals on the premises. An employee shall not be required to accept or continue with any client assignment which would endanger the Employee's safety or health. Employees shall have the right to reject any client assignment which endangers the employee's immediate safety or health without loss to seniority.

Section 19.3 NOTIFICATION OF CLIENT CONDITION. The Employer, to the extent permitted by law or regulations, shall notify Home Care Providers of the existence of all chronic infectious diseases and shall advise them of proper precautions to be taken. Employees should practice universal precautions at all times. The Employer shall notify all Home Care Providers who may have been exposed to a contagious disease. Medically approved testing or treatment costs will be provided by and pursuant to workers' compensation insurance through the Washington State Industrial Insurance Act and in accordance with Section 19.4 Cost of Testing and Treatment. Employees shall thoroughly read and understand the care plan for

each assigned client, or contact a Direct Care Supervisor for help in understanding said plan immediately.

Section 19.4 COST OF TESTING AND TREATMENT. The Employer shall pay the employee for any costs incurred by the employee associated with getting Employer approved testing or treatment due to proven occupational exposure to an infectious disease that is not covered by Industrial Insurance or any applicable employee medical insurance. The Employer will offer at no cost to the employee Hepatitis A and B vaccinations within 72 Hours or as required by law of the employee's proven occupational exposure to Hepatitis A or B. Employees may receive, upon request, flu shots as prescribed by medical standards at no cost to the employee through the Employer-sponsored health plan as long as that health plan benefit is available. The Employer may post information on other community options for flu vaccinations that may be available.

Section 19.5 APPROPRIATE DRESS WHILE ON DUTY. The Home Care Provider shall follow the "Appropriate Dress" policy outlined in Appendix "B".

ARTICLE 20

GRIEVANCE/ARBITRATION PROCEDURE

Section 20.1 GRIEVANCE DEFINED. A grievance is defined as an alleged violation of the terms and/or conditions of this Agreement. All grievances arising between the Union and the Employer shall be settled in accordance with the following procedures and terms of this Article. This grievance procedure is to be the sole and exclusive remedy for alleged violations of this Agreement (but not alleged violation of civil rights statutes) by the Employer, its officers, and employees, and/or agents. It is the desire of the parties to this Agreement that issues be adjusted informally with the employee's immediate supervisor wherever possible prior to the utilization of the grievance procedure.

Section 20.2 TIME LIMITS. Time limits set forth in the following steps may be extended only by mutual written, including via email, consent of the parties hereto. If the grievant or Union does not comply with the time limitations, this shall constitute automatic withdrawal of the grievance. If the Employer does not comply with the time limitations, the grievant or Union shall have the right to proceed to the next step of the procedure. Grievances not raised and processed in accordance with the following procedure and time limits will be waived and will not be considered. Workdays in this Article shall mean Monday through Friday and shall not include holidays recognized by the Employer.

Section 20.3 GRIEVANCE PROCEDURE. Except as specifically stated herein, this procedure shall serve as the sole mechanism for adjudication of disputes which may arise out of any violation of this agreement alleged by the Union. Any suspension or discharge grievance shall automatically go to Step 2 of this procedure. At any step of this procedure, the Union representative shall have the right to be present.

Step 1 Written Submission of Grievance to Immediate Supervisor

All complaints and disputes concerning the interpretation and/or application of this

Agreement shall be presented in writing by the Grievant, Union Representative or Shop Steward to the Grievant's immediate supervisor within ten (10) working days of the Grievant's knowledge, or when the Grievant should have known, that a grievance exists. The written grievance shall specify the provision of the Agreement allegedly violated, the date of such violation, and the remedy sought by the Grievant. The immediate supervisor shall be given ten (10) working days to resolve or respond to the grievance. A copy of all grievances will be sent to the Human Resources Director.

Step 2 Next Level of Supervision

If the grievance is not resolved to the Employee's satisfaction at Step 1 above, the Employee (and the Shop Steward or Union Representative, if requested by the Employee) shall present the grievance to the Area Supervisor (or designated representative) within ten (10) working days of the immediate supervisor's decision. The designated representative shall reply in writing within ten (10) working days following receipt of the grievance.

Step 3 Administration

If the grievance is not resolved in Step 2 above, the Grievant shall present the written grievance to the Executive Director or designee within ten (10) working days from the Step 2 decision. The Executive Director or designee shall meet with a Union representative upon request and shall submit a written reply to the Grievant, with copy to the Union representative, within ten (10) working days following the Executive Director's meeting with the Union representative.

Step 4 Arbitration

If the grievance is not settled on the basis of the foregoing procedures, the Union may submit the issue to arbitration within ten (10) working days following receipt of the written response from the Executive Director (or designated representative). After notification that the dispute is submitted for arbitration, the Employer and the Union may attempt to agree on an arbitrator. If the Employer and the Union fail to agree on an arbitrator, the moving parties shall request a list of eleven (11) arbitrators from Federal Mediation Conciliation Service (FMCS). The list shall be limited to arbitrators who are members of the National Academy of Arbitrators and reside in Washington, Oregon or Idaho. The parties will then choose the arbitrator by alternately striking a name from the list until one name remains, with the moving party striking the first name. Once an arbitrator is selected, the moving party must within ten (10) calendars contact the arbitrator to arrange for a mutually convenient hearing date.

Section 20.4 ARBITRATOR AUTHORITY. The arbitrator shall be authorized to rule and issue a decision and award in writing on any grievance, as defined in Section 20.1 of this Agreement, presented for arbitration, including the arbitrability of such an issue. The arbitrator's decision shall be final and binding on all parties. The arbitrator shall have no authority to add to, subtract from, or otherwise change or 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 and the issue in dispute.

Section 20.5 ARBITRATION COSTS. Each party shall bear one-half (½) of the fee for the arbitrator and any other expense jointly incurred incident to the arbitration hearing. Each party is wholly responsible for, and will bear the entire expenses of, its own advocate(s), attorney(s), expert witness(es), fact witness(es), and other representatives, regardless of the outcome of the arbitration award or who is determined to be the prevailing party.

Section 20.6 COMPLIANCE. The Employer and the Union agree to make available to the other such pertinent data as each may deem necessary for the examination of all relevant circumstances surrounding a grievance. The arbitrator shall be empowered to effect compliance with this provision by requiring the production of documents and other evidence, which the arbitrator deems relevant to the current grievance.

ARTICLE 21

NO STRIKE, NO LOCKOUT

Neither the Union, nor the Union's agents or representatives, nor any employee will initiate, authorize, assist, encourage or participate in any strike or work stoppage, including a sympathy strike, walkout, slowdown, "sick out," picketing of the Employer, or other form of economic action or other interference with the operations of the Employer, during the term of this Agreement. The Employer will not lock out the Employees during the term of this Agreement.

ARTICLE 22

CLIENT RIGHTS

Senior Life Resources is committed to client care and ensuring the comfort and individualized care needed by clients. It is the client's right, in the privacy of their home, to choose the caregiver they feel the most comfortable with. Senior Life Resources will uphold and support client rights. If a client wishes to change caregivers or services Senior Life Resources will respect the right of the client to do so and the client's decision will not be subject to the grievance process. The caregiver will be eligible for another client in accordance with the provisions set forth in this Agreement.

The Employer and the Union may explore through the Labor Management Committee methods of coaching and counseling to assist generally in a client/employee resolution process to help ensure successful service delivery.

ARTICLE 23

LABOR/MANAGEMENT COMMITTEE

Section 23.1 The Union and the Employer will develop a joint Labor/Management Committee that meets to discuss and review workplace issues that occur during the course of a contract term. This Committee shall not substitute or become a bargaining committee. All efforts will be made to schedule meetings so as to avoid time loss by employees.

Section 23.2 The Committee will be composed of up to four (4) Employer appointees and up to four (4) Union appointees who will meet as mutually agreed upon three (3) times annually at the Employer's locale for the purpose of:

discussion of the administration of the contract;
discussion of problems which may affect bargaining unit members;
dissemination of items of general interest to the parties; and
discussion of training and safety needs for employees.

Section 23.3 Prior to the meeting a written agenda, agreed to by both parties, shall be prepared by the Employer. The Chairperson shall be selected by the Committee. Agenda may be supplemented as agreed to by both parties.

Section 23.4 Written minutes shall be taken by a representative designated by the Chairperson. Written minutes shall be signed by both parties. Copies of minutes will be sent to the Union office and the Executive Director of SLR.

Section 23.5 This Committee shall have no power to bind either party. It is set up for informal discussion only.

ARTICLE 24

TERMINATION AND RENEWAL

This Agreement shall be in full force and effect from July 1, 2021 until June 30, 2023 and shall continue in effect from year to year thereafter unless either party gives notice, in writing, at least sixty (60) days prior to any expiration or modification date of its desire to terminate or modify such agreement; provided that, in the event the Union serves written notice in accordance with this Section, any strike or stoppage of work after any expiration or modification date shall not be deemed in violation of any provision of this agreement, any other provision to the contrary notwithstanding.

EXECUTED this seventeenth day of December 2021.

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

By _____
Angie Wedekind
Union Representative

By _____
Suzanne Mode
Business Manager

By _____
Evon Austin
Bargaining Committee

By _____
Rhonda Collins
Bargaining Committee

By _____
Tami Jenkins
Bargaining Committee

By _____
Robin Sullivan
Bargaining Committee

SENIOR LIFE RESOURCES

By _____
Grant Baynes
Executive Director

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APPENDIX "A"

WAGE RATES

Effective July 1, 2021, employees will receive wages as outlined in the wage schedule listed below. Only employees actively on the payroll on the date of ratification of the 2021-2023 Collective Bargaining Agreement will receive the wage increase retroactive to July 1, 2021.

HOURS WORKED	EFFECTIVE JULY 1, 2021	EFFECTIVE JAN. 1, 2022	EFFECTIVE JULY 1, 2022	EFFECTIVE JAN. 1, 2023
0 to 2,000	$16.80	$16.93	$17.05	$17.19
2,001 to 4,000	$17.13	$17.26	$17.46	$17.60
4,001 to 6,000	$17.33	$17.46	$17.66	$17.80
6,001 to 8,000	$17.58	$17.71	$17.91	$18.05
8,001 to 10,000	$17.78	$17.91	$18.11	$18.25
10,001 to 12,000	$17.93	$18.06	$18.26	$18.40
12,001 to 14,000	$18.23	$18.36	$18.56	$18.70
14,001 to 16,000	$18.53	$18.66	$18.86	$19.00
16,001 to 20,000	$18.83	$18.96	$19.16	$19.30
20,001 +	$19.13	$19.26	$19.46	$19.60

APPENDIX "B"

Home Care Provider Appropriate Dress While on Duty Policy

Home Care Providers are usually the primary contact that clients have with Senior Life Resources "Home Care Services," and as such are perceived as the primary representative of our Home Care Services Program. Home Care Services and their clients expect the appearance of Home Care Providers to be appropriate and professional for the home setting.

Personal Grooming:

1. Hair must be neatly groomed and not interfere with or pose a hazard to the safe completion of assigned tasks. Hair should be restrained and pulled away from face so not to hang into or above food being prepared for client consumption.
2. Fingernails and fingernail wraps, extensions and or acrylics must be kept at a reasonable length so that they cannot harm a client or interfere with the safe completion of assigned tasks.
3. Perfumes and fragrances are prohibited when providing services to clients with scent sensitivities.

Jewelry:

1. Wearing jewelry is discouraged as it may be a safety hazard, such as being entangled in certain household appliances, harm clients and can be a source of transmitting bacteria.
2. If rings worn are of a design whereby they pose an abrasion or cutting hazard to either the client or Home Care Provider they should be removed or covered to protect both parties.

Garments:

1. Upper body garments must be clean, free of stains or spots and in good repair. Upper body garments may include sport shirts, tee shirts, sleeveless tops, smocks, polo shirts, sweat shirts, blouses, light jackets and sweaters. Tank tops (with spaghetti straps of ½ inch or less), halter tops and other similar garments are prohibited.
2. Lower body garments must be clean and in good repair. Lower body garments may include slacks, jeans, corduroy pants, dresses, skirts or surgical scrub pants and shorts as long as the shorts are not too short (a general guide will be no shorter than mid-thigh).
3. A garment that reveals underwear is prohibited.

Footwear:

1. Footwear must be clean and in good repair. Footwear that is frayed, ripped, stained, or torn is prohibited.
2. Open-toed footwear is prohibited.
3. The soles of the shoes must be designed and made of material that is slip resistant.
4. Slippers, flip-flops and similar foot coverings are prohibited.

APPENDIX "C"

DUES SCHEDULE

Dues are 1.5% of gross monthly earnings prior to deductions. (Gross monthly earnings include all wages earned under your Labor Agreement, including overtime pay received.)

Example:	Wages of	$500	per month
	x	0.015	percent
		$7.50	dues per month

Employees will pay an initiation fee of $20.00. This amount is due the first month after 31 days from the date of hire and may be deducted from the employee's paycheck or may be self paid directly to the Union by the 10th day of the 2nd month of employment.

The first dues payment will be due for hours worked in the employee's 2nd month of employment and may be deducted from the employee's paycheck (or self-paid) and paid to the union by the 10th day of the 3rd month after date of hire.

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