

OPEIU LOCAL 8 & FRANKE TOBEY JONES CONTRACT NEGOTIATIONS

Tentative Agreement

June 13, 2109

ARTICLE 2 HOURS OF WORK AND OVERTIME

Changed to read:

Section 2.1 NORMAL WORK DAY. A normal workday 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.

Effective July 1, 2019, a normal work day for all full time Certified Nursing Assistants (CNA) on the payroll at date of ratification, except for the Restorative Aide(s) and Shower Aide(s), shall consist of seven and one half (7.5) hours of work and an unpaid meal period of not less than one half (1/2) hour. All other employees' normal workday shall remain as above.

All full time Certified Nursing Assistants (CNA) on the payroll at the date of ratification who move to a seven and one half (7.5) scheduled work day shall receive a payment of six hundred and fifty (\$650) each calendar quarter for the term of this agreement beginning July 1, 2019.

Section 2.3 WORK SCHEDULES. Monthly work schedules (i.e.: hours and days) will be posted thirty (30) calendar days ~~two weeks~~ prior to the beginning of the scheduled work period.

The regular scheduling process is established to be that the Employer shall send the monthly work schedule to all on-call employees forty-five (45) calendar days prior to the beginning of the scheduled work period noting available open shifts. On call employees will have five (5) calendar days to notify the employer of their selection of available open shifts. The schedule is then sent to all employees who then have five (5) calendar days to notify the employer of their desire to pick up any remaining available open shift.

If ~~overtime~~ it is necessary to fill an open (vacant) shift outside the regular scheduling process, the Employer shall first seek volunteers by seniority from the affected department, contact employees who have placed themselves on a list of employees willing to work extra hours, then and seek on-call employees before assigning an employee to a vacant shift.

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 2.5 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 outside the regular scheduling process, 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 may ~~shall~~ be subject to discipline.

No employee shall be disciplined for refusal of voluntary overtime.

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 by seniority. This provision will not apply should the employee volunteer to be released.

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. If mandated to stay for a second shift and scheduled for a regular shift within the next twelve (12) hours, the Employer will seek a replacement for that the employee's next regular schedule shift. The employee shall not be required to work more than a maximum of sixteen (16) consecutive hours in any twenty-four (24) hour period. If the Employer fails to find a replacement for the employee's next regular schedule shift, the employee will be paid at double time for employee's next regular schedule shift.

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 by seniority 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.

ARTICLE 5 **SICK LEAVE**

Changed to read:

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

Section 5.2 All Employees shall ~~Sick Leave is accumulate~~ sick leave at the rate of one (1) hours for every forty (40) hours worked. two (2) hours per pay period. The Employer will ensure that employees have access to accurate reporting of sick leave hours available.

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 unless doing so would not be possible, in which case notice must be provided as soon as possible. ~~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 An employee is entitled to use paid sick leave for:

- a. an absence resulting from an employee's mental 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 preventative care;
- b. to allow the employee to provide care for a family member with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care of a family member who needs preventative medical care; and
- c. when the employee's place of business has been closed by order of a public official for any weather or health-related reason, or when an employee's child's school or place of care has been closed for such a reason; and
- d. for absences that qualify for leave under the domestic violence leave act, chapter 49.76 RCW.

Family member is defined as a child, including biological, adopted or foster child, step child, or a 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 biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or domestic partner, or a person who stood in loco parentis when the employee was a minor child; a spouse or domestic partner; a grandparent; a grandchild or a sibling.

~~Sick leave may be used in the instance of employee 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 not be eligible for sick leave.~~

ARTICLE 6 **LEAVES OF ABSENCE**

Changed to read:

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 (step grandchild); and parentis loco.

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 or sick leave. Employees may be required to furnish satisfactory evidence to support the time away.

ARTICLE 7
SENIORITY/LAYOFF

Changed to read:

Section 7.1 Seniority, for the purpose of layoff, recall, reassignment and shift changes, shall be defined as all hours worked ~~an employee's continuous length of service with the Employer from the most recent date of hire.~~ For purpose of additional shifts and other overtime, seniority shall be defined as an employee's continuous length of service with the Employer from their 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 7.4 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 12
GRIEVANCE PROCEDURE

Changed to read:

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 thirty (30) ~~ten (10)~~ calendar ~~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 fourteen (14) ~~ten (10)~~ calendar ~~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 shared equally by both parties. ~~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 2nd 3rd step in the grievance procedure.

ARTICLE 16
UNION REPRESENTATION

Changed to read:

Section 16.3 ROSTERS The Employer will provide a list of new employees and departments that they have been hired into to the Union agrees to supply the Union each month with a list of new hires and terminations and a separate list of current employees, showing the full or part-time status of such employee. The list of new hires shall include each employee's name, job classification, date of hire, status, base rate of pay, address, email address, contact phone number. The list of current employees will include, name, job classification, status, date of hire, base rate of pay, year-to-date work hours, address, email address, contact phone number.

ARTICLE 18
COMPENSATION

Change to read:

Section 18.1. Effective December 23, 2018, all employees covered by this agreement shall receive a 3.25% increase to their current rate of pay.

Section 18.2 Effective January 1, 2020, all employee covered by this agreement shall be placed on the wage matrix (Appendix A) based on their years of Long Term Care experience including their FTJ experience with a minimum two percent (2%) increase. Long Term Care experience will be calculated based on number of years in Long Term Care as shown on resume and/or application at time of hire plus years of experience at FTJ. Long Term Care years of experience will be rounded down to the nearest full year of experience.

For 2020, should the employer agree to provide wage increases higher than five percent (5%) to non-bargaining unit employees, the Employer shall provide the difference between the higher amount and five percent (5%) to all bargaining unit employees, in addition to the increases described in 18.2.

Section 18.3 Effective January 1, 2021, all employees covered by this agreement shall receive a two percent (2%) increase to their hourly rate of pay.

For 2021, should the employer agree to provide wage increases to non-bargaining unit employees which, when combined with the non-bargaining unit increases for 2020, are greater than seven percent (7%), the Employer shall provide the amount above the seven percent (7%) to all bargaining unit employees.

Upon ratification all full-time floor nurses shall receive a signing bonus of \$1000.

The parties agree that all new hires shall be placed on the hiring scale (appendix A) based on years of LTC experience.

New Section XXX:

Care coordinator positions will be removed from bargaining unit and replaced with new classification: Resident Care Supervisor. Job duties for the new position are described in the previously provided Job Description.

Resident Care Supervisor pay rate shall be on a salary basis calculated at the hourly rate described in Appendix A based on years of LTC experience, multiplied by 2080.

Resident Care Supervisors shall be allowed to pick up shift work and shall be paid for such work at the floor nurse hourly rate described in Appendix A and based on years of LTC service. In the event a shift is picked up during a workweek in which a Resident Care Supervisor has worked their full weekly schedule, the shift shall be paid at the overtime rate.

ARTICLE 22
DURATION

Changed to read:

This agreement shall become effective January 1, 2019 and shall remain in full force and effect until December 31, 2021 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