



Office and Professional Employees International Union
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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

FRANKE TOBEY JONES

AND

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

FOR THE PERIOD OF

JANUARY 1, 2022 THROUGH DECEMBER 31, 2024

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COLLECTIVE BARGAINING AGREEMENT

FRANKE TOBEY JONES

PREAMBLE

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

ARTICLE 1

RECOGNITION OF THE UNION

Section 1.1 The Employer recognizes the Union as the sole collective bargaining agent for all present and future full-time, regular part-time and per-diem Registered Nurses, Licensed Practical Nurses, Certified Nursing Assistants and Nursing Assistants Registered, Shower Aides, Restorative Aides and Resident Care Supervisors employed by the Employer at its Tacoma facility.

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

Section 1.3 The Employer will notify the Union in writing when new job classifications that include work performed by the bargaining unit job classifications are created, when duties of bargaining unit job classifications are substantially changed and when duties of bargaining unit job classifications are transferred to non-bargaining unit positions. Such written notice will be provided to the Union not less than twenty (20) calendar days prior to the effective date of such new job classifications, change or transfer of the duties of currently represented job classifications. The Union shall respond indicating any objections to the new or revised classification(s) within twenty (20) calendar days of receipt of the Employer’s notice with a notice to bargain.

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

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

Section 1.6 Newly hired employees will serve a probationary period which shall commence on their hire day and last for a period of ninety (90) consecutive days for full time employees.

Part time and per-diem new hires shall serve a probationary period of 675 hours. Probationary employees shall not be subject to the grievance procedure.

ARTICLE 2

HOURS OF WORK AND OVERTIME

Section 2.1 NORMAL WORK DAY. A normal workday for an employee shall consist of eight (8) hours of work, two (2) fifteen (15) minute rest breaks and an unpaid meal period of not less than one-half (1/2) hour.

A normal workday for all full time Certified Nursing Assistants (CNA) except for the Restorative Aide(s) and Shower Aide(s), shall consist of seven and one-half (7 ½) hours of work, two (2) fifteen (15) minute rest breaks and an unpaid meal period of not less than one half (1/2) hour. All other employees' normal workday shall remain as above.

Section 2.2 WORK PERIOD. A normal work period for a full time employee shall consist of at least thirty seven (37) hours work within a seven (7) day period with two consecutive days off in every fourteen (14) day period. Sunday will be the first day of the work period.

Section 2.3 WORK SCHEDULES.

Monthly work schedules (i.e.: hours and days) will be posted electronically at least thirty (30) calendar days prior to the beginning of the scheduled work period.

Once the work schedule is posted, employees have the ability to sign up for available shifts. If more than one employee signs up for an available shift, priority will be given to per-diem staff then regular staff by seniority

If a shift is filled by an agency staff, an employee can bump the agency staff scheduled as long as it is at least seven (7) calendar days prior to the scheduled shift unless the shift is covered by a contracted agency staff. A contracted agency staff person can only be used for twelve (12) weeks unless extended by mutual agreement between the Employer and the Union.

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 per-diem employees, then seek volunteers that may incur overtime before assigning an employee to a vacant shift without consent.

Section 2.4 ALTERNATIVE WORK SCHEDULES. An alternative work scheduled is defined as a posted work schedule that differs from an employee's current schedule. The

Employer shall determine alternative work schedules with notice to the union and employees of no less than thirty (30) calendar days. An alternative schedule does not mean a change in start or end times.

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

The Employer shall exhaust all efforts to bring in qualified relief staff prior to mandating any employee to work extended hours. Mandated hours will be assigned by reverse seniority in their designated care area. Once the least senior employee is mandated they will move to the bottom of the list for their designated care area.

No employee shall be disciplined for refusal of voluntary overtime.

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

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

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

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

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

Section 2.9 REST BETWEEN SHIFTS. In scheduling work assignments, the Employer will 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 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 per-diem 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.

Section 2.11 ATTENDANCE. The parties agree to follow the Employer’s attendance policy as it is set forth in the Employee Handbook dated May 1, 2021, and that the Employer shall have the right to discipline employees per the policy. The Union will be provided a thirty (30) calendar day notice of any changes to the attendance policy.

Section 2.12 NO MANDATORY OVERTIME. Should any employee be required to work beyond their scheduled shift to fill an unfilled shift, or any part thereof greater than two (2) hours, the Employer shall pay double the employee rate of pay for those hours.

Section 2.13 STANDBY ON-CALL. An employee is in standby status while waiting to be engaged in work by the Employer and is waiting to be contacted or if the Employer requires the employee to be prepared to report immediately for work if the need arises, although the need might not arise. Employees will receive one hundred dollars (\$100.00) per week when assigned to standby.

ARTICLE 3

HOLIDAYS

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

- | | |
|------------------|------------------|
| New Year’s Day | Labor Day |
| President’s Day | Thanksgiving Day |
| Memorial Day | Christmas Day |
| Independence Day | |

Section 3.2 Holiday pay is calculated based upon the number of hours and the regular rate of pay the employee would normally receive on that day. Full-time employees who are regularly scheduled to work 37–40 hours per week and who are actively employed are eligible to receive 8 hours of pay for each of the holidays. Full-time employees who are scheduled to work thirty (30) or more hours per week and who are actively employed receive pro-rated

holiday pay. Per-diem and part-time employees scheduled less than thirty (30) hours/week are not eligible for holiday pay except as noted below.

Section 3.3 An employee must work their normally scheduled shift the day prior and the day after to receive holiday pay or be on previously approved time off or other excused absence. Excused absence includes use of sick leave for a qualified sick leave event. If the employee does not have enough sick leave to cover their entire scheduled shift, the employee will not receive holiday pay.

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

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

Section 3.6 If a holiday falls during an employee's scheduled paid time off, the holiday will be paid as holiday pay rather than paid time off. If an employee is scheduled to work on a holiday and calls in sick for a qualified sick leave event, the employee will be compensated with sick pay and holiday pay. If the employee does not have enough sick leave to cover their entire scheduled shift, the employee will not receive holiday pay.

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

Section 3.8 Holiday work will be rotated among departmental employees.

ARTICLE 4

VACATION

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

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

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

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

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

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

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

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

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

ARTICLE 5

SICK LEAVE

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

Section 5.2 All Employees shall accumulate sick leave at the rate of one (1) hour for every forty (40) hours worked. 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.

Section 5.4 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.

Section 5.5 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.

ARTICLE 6

LEAVES OF ABSENCE

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

Section 6.2 OTHER LEAVES. All other leaves of absence will be in accordance with applicable federal or state law.

Section 6.3 JURY DUTY. Full-time Employees shall be paid for the normally scheduled period of time he/she would have worked to serve in this capacity up to eight (8) hours per day for a maximum of ten (10) days. Per-diem employees are granted time off without pay.

Section 6.4 PERSONAL TIME OFF. The Employer provides sixteen (16) hours of personal time per year for full time employees. For new hires, this is available for use the first of the month following sixty (60) days of employment if hired prior to June 30th. If hired between July 1 and October 31, eight (8) hours of personal time is provided and available for use the 1st of the month following sixty (60) days. For hires on or after November 1, sixteen (16) hours of personal time will be available January 1 of the following year. Personal time does not carry over from year to year and is not paid out upon termination of employment.

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

ARTICLE 7

SENIORITY/LAYOFF

Section 7.1 Seniority, for the purpose of layoff, recall, reassignment and shift changes, shall be defined as all hours worked 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 broken for the following reason(s):

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

more.

Section 7.3 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 7.4 In the event of a layoff, such will be communicated to the Union and to the employees in the affected job classification and department at least thirty (30) days prior to the layoff. An employee who will be laid off will receive no less than fifteen (15) working days advance notice of layoff (or pay in lieu thereof for scheduled work days missed) with a copy of the notice given to the Union. The Employer shall make available a listing of resources for an employee in the event of such employee's layoff.

ARTICLE 8

MANAGEMENT RIGHTS

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

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

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

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

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

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

ARTICLE 9

HEALTH AND WELFARE

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

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

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

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

ARTICLE 10

NON-DISCRIMINATION

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

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

ARTICLE 11

DISCIPLINARY ACTION

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

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

- Step 1 – Verbal Warning;
- Step 2 – Written Warning;
- Step 3 – Final Written Warning
- Step 4 – Suspension not to exceed three (3) working days
- Step 5 – Discharge.

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

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

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

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

ARTICLE 12

GRIEVANCE PROCEDURE

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

Section 12.2 PROCEDURE.

Step 1

An employee or shop steward shall first discuss any grievance with the employee’s immediate supervisor within seven (7) calendar days after the grievance arose or after the grievant knew or should have known of the facts giving rise to the grievance. Every effort shall be made to resolve the grievance at this level. In the event no resolution is reached within seven (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 CEO or designee of the Employer. The CEO or designee 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) calendar 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) calendar 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. 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 step in the grievance procedure.

ARTICLE 13

TERMINATION OF EMPLOYMENT

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

Section 13.2 In the event that an employee is discharged from employment for cause, they will not receive pay for all accrued vacation leave hours.

ARTICLE 14

HEALTH AND SAFETY PROVISIONS

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

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

ARTICLE 15

UNION MEMBERSHIP

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

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

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

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

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

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

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

ARTICLE 16

UNION REPRESENTATION

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

- a. To participate in all scheduled Labor-Management Committee meetings during regular business hours.
- b. To participate in any scheduled employee grievance meetings with management during their regularly scheduled hours.
- c. To meet with new hires for not less than thirty (30) minutes individually within the first thirty (30) days of the new employee's date of hire.

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

Section 16.3 ROSTERS. The Employer 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.

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

representatives and all Union members agree to post all Union sponsored notices, stickers, or other such materials only on designated bulletin boards as provided by the Employer.

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

ARTICLE 17

EMPLOYMENT PRACTICES

Section 17.1 EMPLOYMENT TYPES. The parties agree to follow the employment types

Regular Full-time Employee – An employee who is regularly scheduled to work thirty (30) or more hours per week.

Regular Part-time Employee – An employee who is regularly scheduled to work less than thirty (30) hour per week.

Per Diem Employee – An employee who works on an as-needed basis with no guarantee of hours. Such employees are not entitled to any benefits.

ARTICLE 18

COMPENSATION

Section 18.1 Effective January 2, 2022, all employees will be placed on the Appendix A (January 1, 2022 – December 31, 2022) based on their current years of service.

Section 18.2 Effective first pay period of 2023 the Appendix A will be increased by a minimum two and one-half percent (2.5%). If all other non-union, non-managerial staff receive a greater increase, that increase will be given to union staff.

Section 18.3 Effective first pay period of 2024, the Appendix A will be increased by a minimum three percent (3%). If all other non-union, non-managerial staff receive a greater increase, that increase will be given to union staff.

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

Section 18.4 CALL BACK PAY. Excluding early beginning or extensions of their regular scheduled shift, an employee who is called back to work shall receive a minimum of four (4) hours' pay at their normal rate of pay.

Section 18.5 SHIFT DIFFERENTIAL. Employees who work the weekend shift – defined as Friday 10:00 pm to Sunday 10:00 pm – will receive an additional \$.50 per hour worked.

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

Section 18.6 PER-DIEM INCENTIVE. Employer will continue the per-diem incentive pay practice.

Section 18.7 Effective first pay period after ratification, Resident Care Supervisor (RCS) positions will be hourly positions. All hours worked as RCS or floor nurse will be paid at RCS hourly rate of pay including all applicable overtime. Retroactive pay from January 2, 2022 to date of ratification will be based on a forty (40) hour work week.

Section 18.8 Upon hire, Nurse Assistant Registered (NAR) will receive one dollar (\$1.00) per hour less than the applicable rate in Appendix A for CNAs. Upon certification as a CNA, the employee will be placed on Appendix A at the appropriate years of experience for CNAs.

Section 18.9 Effective January 2, 2022, Restorative Aides will be paid two dollars (\$2.00) more per hour based on their place on the appropriate Appendix A.

ARTICLE 19

LABOR MANAGEMENT COMMITTEE

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

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

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

ARTICLE 20

SEVERABILITY

This Agreement shall be subject to all present and future applicable Federal and State laws, executive orders, and regulations of governmental authority. Should any provision or provisions become unlawful by virtue of the above or by declaration of any court of competent jurisdiction, such action shall not invalidate the entire Agreement. Any provision of this Agreement not declared invalid shall remain in full force and effect for the life of the Agreement. If any provision is held invalid, the Employer and the Union shall enter into immediate collective bargaining negotiations for the purpose and solely for the purpose of

arriving at a mutually satisfactory replacement for such provision.

ARTICLE 21

STRIKES AND LOCKOUTS

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


ARTICLE 22

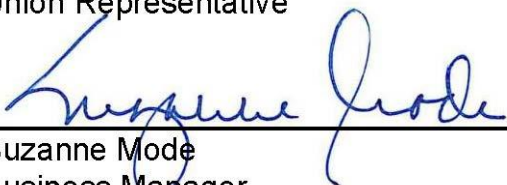
DURATION

This agreement shall become effective January 1, 2022 and shall remain in full force and effect until December 31, 2024 and shall thereafter automatically renew itself until either party provides to the other party a written notice of not less than ninety (90) days prior to the anniversary date of their desire to terminate, modify, or change this contract. Upon the giving of such notice, the parties shall proceed to negotiate a new contract.

EXECUTED in Tacoma, Washington this 27th day of April 2022.


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

By 
Leslie Liddle
Union Representative

By 
Suzanne Mode
Business Manager

Holly Elton
By _____
Holly Elton
Bargaining Committee

FRANKE TOBEY JONES

By 
Judy Dunn
CEO

By 
Bob Beckham
Chief Operations Officer

By 
Diana Rhodes
Human Resources Director

COLLECTIVE BARGAINING AGREEMENT
OPEIU LOCAL 8 – FRANKE TOBEY JONES

By 
Jackie Kekona
Bargaining Committee

By 
Alisha Navarro
Bargaining Committee

By 
Tyler Rogers
Bargaining Committee

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COLLECTIVE BARGAINING AGREEMENT
 OPEIU LOCAL 8 – FRANKE TOBEY JONES

APPENDIX “A”

CNA/SHOWER		0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20+		
2022		20.5	20.65	20.8	20.95	21.1	21.25	21.4	21.55	21.7	21.85	22	22.25	22.5	22.75	23	23.25	23.5	23.75	24	24.25	24.5		
2023		20.86	21.01	21.17	21.32	21.47	21.63	21.78	21.94	22.09	22.24	22.40	22.55	22.81	23.06	23.32	23.58	23.83	24.09	24.34	24.60	24.86	25.11	
2024		21.34	21.49	21.64	21.80	21.96	22.12	22.28	22.43	22.59	22.75	22.91	23.07	23.23	23.49	23.75	24.02	24.28	24.55	24.81	25.07	25.34	25.60	25.87
RESTORATIVE (CNA +\$2)																								
LPN		0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15							
2022		32	32.25	32.5	32.75	33	33.25	33.75	34.25	34.75	35.25	35.75	36.5	37.25	38	38.75	39.5							
2023		32.55	32.80	33.06	33.31	33.57	33.83	34.08	34.59	35.11	35.62	36.13	36.64	37.41	38.18	38.95	39.72	40.49						
2024		33.28	33.53	33.78	34.05	34.31	34.58	34.84	35.10	35.63	36.16	36.69	37.22	37.74	38.53	39.33	40.12	40.91	41.70					
RN		0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15							
2022		37	37.25	37.5	37.75	38	38.25	38.75	39.25	39.75	40.25	40.75	41.5	42.25	43	43.75	44.5							
2023		37.68	37.93	38.18	38.44	38.69	38.95	39.21	39.72	40.23	40.74	41.26	41.77	42.54	43.31	44.08	44.84	45.61						
2024		38.56	38.81	39.06	39.33	39.59	39.85	40.12	40.38	40.91	41.44	41.97	42.49	43.02	43.81	44.61	45.40	46.19	46.98					
RCS (LPN/RN +\$3)																								