

Employment Agreement

ARTICLE 1 – RECOGNITION

1.1 Preamble.

The Employer recognizes the Union as the sole and exclusive bargaining representative for all full-time, part-time and per diem employees certified by the National Labor Relations Board in Case 19-RC-170715. This Agreement covers employees of the Employer in one of the following job classifications: CNAs, Food Service Aide Handler, Cook, Environmental Services Aide, Licensed Practical Nurse, Materials Management Clerk, Monitor Technician, Phlebotomist, Radiology Technologist, Respiratory Care Practitioner, and Unit Secretary. This agreement excludes all other employees, confidential employees, professional employees, employees of the Sub Acute unit, managers, guards and supervisors as defined in the Act and all other employees.

1.2 New Positions.

If the Employer creates a new job classification where a significant portion of the duties are included within the scope of duties performed by a classification existing in the Agreement, such new classification shall be included in the existing bargaining unit. The Union will be notified of any new classifications within these parameters established by the Employer. If a new position is included under this Agreement, the parties shall negotiate an appropriate wage for the position.

1.3 Recognition of Titles

During the life of this Agreement, the Employer agrees not to and expressly waives any right it may have to withdraw recognition concerning, or in any other way to challenge the inclusion in the bargaining unit of any classification or job titles which are currently included in the unit on the grounds that they are or may be supervisors or supervisory. This does not apply to any change in the supervisory status of an individual employee that occurs as a result of a change in duties or a reconfigured position. This provision shall continue in full force and effect after the expiration of this Agreement and be enforceable through the grievance and arbitration provision.

ARTICLE 2 – DEFINITIONS

2.1 Full-time Employee.

Full-time employees are employees who have satisfactorily completed their probationary period in a classification covered by this Agreement and who are scheduled an average of thirty (30) hours per week. Full-time Employees are eligible for Employee benefits detailed in this Agreement.

2.2 Part-time Employee.

An employee who is regularly scheduled to work less than thirty (30) hours per week, and who has successfully completed the required probationary period. Part-time employees are not eligible for any Employer-provided benefits.

2.3 Temporary Employee.

An employee hired to work during any period when additional work of any nature requires a temporarily augmented work force or in the event of an emergency, or to relieve regular employees because of illness, leave of absence, or to work during holidays or vacation periods. Temporary employees are excluded from the Union's bargaining unit and are not covered by this Agreement.

2.4 Per Diem Employee.

An employee classified without an assigned FTE who is hired to work on an intermittent basis or during any period when additional work of any nature requires a temporarily augmented work force or in the event of an emergency, or to relieve regular employees because of illness, leave of absence, or to work during holidays or vacation periods. Per diem staff shall be paid in accordance with the wage rates set forth in Appendix A and raises set forth in Article 12, Compensation of this Agreement. Per diem staff shall receive the same base rate of pay as Part-time and full-time employees according to the terms of this Agreement. Seniority shall accrue based upon all hours worked but shall not be applicable during employment as a per diem employee. After return to or upon acquiring full-time or part-time status, any prior benefit accruals shall be reinstated for benefit eligibility purposes. Per diem staff may be pre-scheduled for a shift. Regularly scheduled staff assigned to that unit have preference to sign up for additional (non-overtime) shift(s). Per diem staff will not be regularly utilized in lieu of filling or creating regular full-time and/or part-time positions. In the event of low census, per diem staff will be cancelled in accordance with Article 7.6, Low Census/Reduction in Hours.

The parties agree in practice that per diems should not be regularly utilized to avoid creating a full or part-time position, but also recognize that a per diem workforce is necessary to the Hospital given fluctuations in needs of its workforce. The Hospital may establish criteria for per diem employees and their obligations relative to Holidays and weekend work in its operational discretion, which it may amend according to the needs of the Hospital. Prior to introducing any criteria, the Employer will bring any proposed requirements to the Joint Labor Management Program. If the Union believes that a per diem employee has been regularly working full-time hours during a continuous 3-month period, the Union may request to have the Hospital review the employee's classification. If, following such review, it is determined that the per diem employee is working full-time hours and is reasonably expected to continue to do so in the future, the hours would be reclassified as a regular full time or regular part time position and posted according to Article 8.3.1.

Upon hire of a per diem employee to a FTE'd position, all days previously worked in a per diem status will count toward the probationary period in the FTE'd position. For example, if a per diem employee converts to a full time or part time position after completing 10 shifts, s/he will have an eighty (80) day probationary period.

2.6 Preceptor.

At the time a new employee is hired, transferred, or promoted into a represented position in a department, the manager may assign an experienced employee to orient that new employee. Further, the manager at his/her discretion may assign a preceptor. Based on the new employee's prior experience, a decision will be made by the manager as to whether an assignment of preceptor(s) or a general orientation will be applicable. Newly hired experienced employees may not be assigned a preceptor based on their knowledge, skills, competence and ability or previous orientation to the department. A preceptor may be assigned to a student

when it is determined to be appropriate by the Employer. An employee who does not wish to participate as a preceptor will not be penalized for that decision, provided there are qualified employees willing and available to precept to meet the Employer's requirements. It is understood that employees in the ordinary course of their responsibility will be expected to participate in the general assistance, support, guidance and orientation for new employees as well as training of current employees on new procedures, protocols, processes, etc.

Article 3: MANAGEMENT RIGHTS

3.1 Management Rights

Subject to the express terms and conditions of this Agreement, the management of Kindred and the direction of the work force including the right to hire, assign, suspend, transfer, promote, discharge or discipline for just cause, and to maintain discipline and efficiency of its employees and the right to relieve employees from duty because of lack of work or for other reasons; the right to require reasonable overtime work by employees; the right to establish standards of performance and staffing requirements; the right to promulgate rules, regulations and personnel policies; the right to determine the extent to which the Kindred shall be operated and to change such methods or processes or to use new equipment or facilities; the right to establish, change and adjust work schedules, and extend, limit or curtail its operations is vested exclusively in the Employer.

3.2 The parties recognize that the above statement of management responsibilities is for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to the management function.

3.3 Handbook

Employees shall be given a copy of the Employee Handbook and are expected to abide by all terms of the Hospital Employee Handbook (as may be amended by the Hospital), except to the extent they are superseded by specific provisions of this Agreement. The Union may request a Labor-Management Committee meeting to discuss, all amendments to the Employee Handbook during the term of this Agreement. The Employer may meet its burden of notification of the Handbook through communication of the Handbook's availability in electronic form, coupled with a hard copy of the Handbook available in the Business Office.

It is understood that the Collective Bargaining Agreement contract provisions govern in the event of any conflict. If the Union believes that any such term, condition, policy or procedure is in conflict with this Agreement or in violation of the law, it shall have the right to file a grievance either when the term, condition, policy or procedure is initially implemented, or alternatively, when any such term, condition, policy, or procedure is applied to an employee such that the employee is either disciplined or terminated.

The parties understand that by agreeing to this Section, the Union is not waiving its right to contest the legality of any provisions of the Handbook or any policy or procedure implemented by the Employer under this Section. The Employer agrees to notify the Union in writing of changes in the handbook or personnel policies

ARTICLE 4 -UNION MEMBERSHIP

4.1 Membership.

All employees covered by this Agreement who are members of the Union on August 10, 2017, or become members of the Union after that date shall, as a condition of employment, remain members in good standing in the Union or agree to pay the Union a fair share/representation fee. "In good standing," for the purposes of this Agreement, is defined as the tendering of Union dues or a fair share/representation fee on a timely basis. It shall be a condition of employment that all employees covered by this Agreement who are hired on or after its effective date shall, by the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Union or agree to pay the Union a fair share/representation fee. Employees who fail to comply with this requirement shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Union, unless the employee fulfills the membership obligations set forth in this Agreement.

4.1.1 Religious Objection.

Any employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting labor organizations shall not be required to join or financially support the Union as a condition of employment. Such an employee shall, in lieu of dues and fees, pay sums equal to such dues and fees to a non-religious charitable fund. These religious objections and decisions as to which fund will be used must be documented and declared in writing to the Union. Any employee exercising their right of religious objection must provide the Union with a receipt of payment to an appropriate charity on a monthly basis.

4.1.2 Hold Harmless.

The Union will indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any action taken by the Employer to terminate an employee's employment pursuant to this Article.

4.1.3 Made Aware.

The Employer shall make newly hired employees aware of the representation fee/membership conditions of employment at the time of hire.

4.2 Dues Deduction.

During the term of this Agreement, the Employer shall deduct dues from the pay of each member of the Union who voluntarily executes a wage assignment authorization form. When filed with the Employer, the authorization form will be honored in accordance with its terms. The amount of union dues deducted will be promptly transmitted to the Union by check payable to its order, in accordance with the Employer's normal practices. When such dues are sent to the Union, the Employer shall also electronically provide to the Union an "excel format" list of all employees using payroll deduction. The parties shall work cooperatively to assure that the Union has the information needed to process and audit dues deductions. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deductions. The Union and each employee authorizing the assignment of wages for the payment of Union dues hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise

against the Employer for or on account of any deduction made from the wages of such employee.

4.2.1 Voluntary Political Action Fund Deduction.

During the term of this Agreement, the Employer shall deduct the sum specified from the pay of each member of the Union who voluntarily executes a political action contribution wage assignment authorization form. When filed with the Employer, the authorization form will be honored in accordance with its terms. The amount deducted and a roster of all employees using payroll deduction for voluntary political action contributions will be promptly transmitted to the Union by separate check payable to its order. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deductions. The Union and each employee authorizing the assignment of wages for the payment of voluntary political action contributions hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any deduction made from the wages of such employee.

4.3 Bargaining Unit Roster.

Upon the signing of this Agreement and by request from the Union, the Employer shall provide the Union with a list of all employees covered by this Agreement. The list shall include names, address, phone number, employee identification number, hire date, FTE status in hours per pay period, shift, unit and hourly rate of pay for each employee. Each month the Employer will provide the Union with a listing of new hires and terminations during the preceding month including names, addresses and phone numbers. Further, it shall on a monthly basis provide a list of employees who have transferred into or out of the bargaining unit. These lists shall be transmitted to the Union in a common electronic format.

4.4 Nondiscrimination.

The Union agrees that it will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as are generally applicable to other members of the Union. Neither the Union nor its members shall in any way discriminate against an employee because of the employee's union membership.

ARTICLE 5 -UNION REPRESENTATIVE

5.1 Access to Premises.

Duly authorized representatives of the Union may have access at reasonable times to those areas of the Hospital's premises which are open to the general public, for the purpose of investigating disputes and contract compliance. These areas shall include, but not be limited to, employee breakrooms and/or lounges. Union representatives shall not have access to nursing units or other patient care areas unless advance approval has been obtained from the Hospital. In the event that duly authorized representatives need to access the hospital after regular business hours, the Union will give prior notice to the Chief Executive Officer or designee. Access to the Hospital's premises shall not interfere with or disturb employees in the performance of their work during working hours and shall not interfere with patient care or the normal operations of the Hospital.

5.2 Unit Representatives.

A list of Union officers, delegates, and alternate delegates from the bargaining unit, elected in accordance with SEIU Healthcare 1199NW District By-Laws, shall be provided to the Employer. Such Delegates shall be authorized to serve as the representative in Step 1, Step 2, and Step 3 of the grievance procedure and Article 9 (Discipline/Discharge) as provided in this Agreement. Unit Representatives shall not be recognized by the Employer until the Union has given the Employer written notice of the selection and their scope of authority. Subject to appropriate advance notice and scheduling requirements, the Hospital will use best efforts to release Union Officers, Delegates and Contract Committee members to attend Union-sponsored training in leadership, representation and dispute resolution. Released employees may use eligible paid time off to attend Union sponsored trainings.

5.2.1 Union Work.

Any work by Union representatives, delegates or other agents shall be conducted in an appropriate location (i.e., areas other than patient care areas) and shall not interfere with the Employer's business or the work of employees. The transaction of any union work shall be on the employee's own time, except under the following circumstances where the employees have sought and obtained approval from their supervisors:

5.2.1.a. When the Employer or an employee calls in a delegate during the delegate's working hours, to be present for an investigative or disciplinary meeting; or

5.2.1.b. For time spent by a maximum of six (6) employee representatives at Labor Management Committee meetings, up to a maximum of one (1) hour and forty-five (45) minutes hours per meeting, subject to any provisions of Article 18, Joint Labor Management Committee.

After any such meeting referred to in paragraphs 5.2.1 employees will be allowed to return to work for the remainder of their shifts. Under no circumstances shall employee service as an officer, delegate or alternate delegate impact her/his work assignment.

5.3 Bulletin Boards.

The Union shall be permitted to post notices involving Union business on designated bulletin boards in non-patient care areas. The Hospital shall provide a bulletin board in the 4th floor main break room and 1 other employee breakroom to be designated by the Union.

5.4 Meeting Rooms.

The Hospital shall allow the use of a designated meeting room in the Hospital for Bargaining Unit Meetings outside of working hours provided there is no interference with patient care or any scheduled hospital activity. The use of such designated area shall be arranged with the Hospital Administrator and requests shall be made at least seven (7) days in advance or by mutual agreement.

5.5 New Employee Orientation.

Delegates/Officers (or designees), not to exceed two (2) in number, may meet with new employees during orientation (on the delegate/officer's unpaid time), at a mutually agreeable time to introduce employees to the Union and the Union contract. The Union shall provide a copy of the Collective Bargaining Agreement to the employee. The meeting shall not exceed one quarter (1/4) hour in duration, and shall be on paid time for the new employee. The week before New Employee Orientation, the employer will provide a list of new employees

with the shift, FTE, job class, name, phone number, and personal e-mail address, to the extent that the information is available to the employer.

- 5.6 Distribution of Agreement.** Upon Initial employment, employees shall be given a copy of the current Agreement and a copy of the employee's job description. This commitment is conditioned upon the Union providing sufficient copies of the Agreement to the Employer in advance.

ARTICLE 6 – PROBATIONARY PERIOD

- 6.1 Probationary Employee.** A probationary period of ninety (90) days from the date of first hiring shall be established for newly hired full-time and part-time employees. After ninety (90) calendar days of continuous employment, the employee shall attain regular status unless specifically advised by the Employer in writing of an extended probationary period not to exceed an additional sixty (60) days. Any extension of the probationary period will not adversely impact the accrual of, or eligibility for, or utilization of benefits. During the probationary period the Employer may discharge an employee without recourse to the Grievance and Arbitration Procedure of this Agreement.

ARTICLE 7 - SENIORITY, LOW CENSUS AND LAYOFFS

- 7.1 Definition.**
Seniority is defined as an employee's continuous length of service in the bargaining unit, from most recent date of hire. Seniority shall not apply to an employee until completion of the required probationary period. Upon satisfactory completion of this probationary period, the employee shall be credited with seniority from most recent date of hire. Length of service as an employee of the Hospital shall be used to determine annual leave and benefit accruals. Per diem employees who convert to part time or full time status shall be credited with seniority dating to their most recent date of hire.

- 7.2 Seniority List.**

The Hospital shall provide the seniority roster a reasonable number of times per year upon request by the Union, in addition to providing the roster in the event of a layoff or restructure.

- 7.3 Layoff/Reduction in Force Procedure In Non-Low Census Situation**

A layoff is defined as a permanent or prolonged reduction in the number of employees employed by the Hospital. In the event that the Hospital determines that a layoff/reduction in force is necessary, the following procedure shall apply:

- (1) Layoffs shall be by classification within a Hospital (each hospital can lay off separately) and then by department and shift. At the time of notification of a layoff, the Hospital will provide the Union with a list of all employees showing the seniority and department of each employee, as well as a listing of any vacant bargaining unit

positions. The listing shall include department, campus, FTE and shift. The Hospital shall provide the Union and affected employees a minimum of fourteen (14) calendar days' notice, or pay in lieu thereof to the employee, prorated for part time employees, of the layoff. Upon request, the Employer and the Union will meet for the purpose of reviewing the order of layoff.

- (2) Voluntary Layoff: The Hospital, seeking volunteers for layoff, will provide notice to all employees in each department, classification and on each shift in which the Hospital has determined that a reduction in force is necessary.
- (3) Involuntary Layoff: If the Hospital cannot achieve the reductions through voluntary layoffs, the Hospital will select the least senior employees in each affected Hospital, department, classification and shift for layoff until the Hospital has achieved the necessary reductions. Agency personnel, travelers and probationary employees within the affected department or work unit on a shift will be released prior to laying off regular employees. Open (vacant) positions within the classification affected by a layoff will not be filled during the period beginning with the notice of layoff to the date of layoff. An employee selected for layoff will have five (5) calendar days from documented employee's receipt of notification to accept one of the following options by providing written notice to the Hospital's Chief Executive Officer or designee:
 - (A) Accept the involuntary layoff according to the terms of the current reduction in force.
 - (B) Elect to fill any vacant posted positions in accordance with Section 8.3.2. An employee will be considered eligible for a vacant position, if in the Employer's opinion, the employee can become trained to the vacant position within three (3) weeks. The employee scheduled for layoff may fill a vacant position in either of the Hospitals.
 - (C) If there are no such vacant position or if a laid off employee does not elect to take such vacant hours or if the Hospital determines that the employee is not qualified for such vacant hours, the employee may chose to displace:
 - (i) the least senior employee in his/her classification, or the least senior employee in a lesser paid classification, provided s/he meets the minimum qualifications of the lesser paid classification
 - (ii) the least senior employee in any other classification covered by this Agreement if the bumping employee has previously been a regular employee in that classification within the prior two (2) years, and is presently qualified to fill the position, including having current certifications, registration or licensure as may be required.
 - (iii) All employees who choose to bump another less senior employee must accept the complete hours and work schedule of the bumped employee.

- (iv) Displacement rights will apply to both hospitals. For example, if an employee is laid off from the Northgate hospital, s/he will have the right to displace an employee that meets any conditions outlined in (i) , (ii) or (iii) above in the Northgate and the First Hill Hospital, or vice versa.

(4) **Recall Rights:**

Employees who are laid off will retain their seniority and will be eligible for recall for a continuous period not to exceed twelve (12) months from date of layoff, or their length of seniority, whichever is shorter. During the recall period, a laid off employee will have priority for rehiring if his/her former position becomes vacant, defined as same shift and number of hours, and s/he has maintained any required certifications, registrations or licenses. Nothing in this section shall alter the Hospital's rights to use per diems to fill in short-term operational needs. If an employee is offered recall to any position which is not comparable (i.e. different department, campus, FTE or shift), the employee may decline recall without loss of seniority or position on the reinstatement roster. Employees on the recall list may also work per diem hours and this shall not affect their ability to be recalled to permanent part-time or full-time hours. An employee on the reinstatement roster may bid on a vacant position in a different classification in the same manner as any other regular employee, pursuant to Section 8.3.1

(5) **Employment Status During Layoff.**

An employee on layoff shall retain employment status and benefits accrued to the date of commencement of layoff, but that employee shall not accrue seniority and benefits while on layoff, except if s/he works on a per diem basis in a bargaining unit position while on layoff. Upon reinstatement, the employee shall have previously accrued seniority and eligible benefits restored and the employee shall again commence accruing seniority and benefits, with any applicable waiting periods.

(6) **Recall Procedure:**

The Hospital will notify the laid off employee of such vacancy by registered, return receipt mail to the employee's last known address. It shall be the laid off employee's responsibility to inform the Hospital of any address changes. An employee on layoff who is offered a vacant position must notify the Hospital within five (5) calendar days from employee's documented receipt of recall if s/he accepts the position and must return to work no later than one week from notification of acceptance. Acceptance of per diem work from the Hospital shall not impact an employee's lay off status.

7.3.1 Reassignment.

In the event the layoff results in more or fewer employees being assigned to a shift than are required, the least senior employee(s) on the affected shift(s) shall be reassigned.

7.4 Termination.

Seniority shall terminate upon cessation of the employment relationship; for example, discharge, resignation, retirement, refusal to accept a comparable job opening (same classification, department and unit, FTE and shift) offered by the Employer while on layoff, after twelve (12) consecutive months of layoff, or failure to comply with specified recall procedures, or two no call/no shows in a twelve (12) month period, except in cases of emergency, unforeseen events or natural disasters.

7.7 Unit Merger and/or Restructure.

In the event of a merger of two (2) or more units into a single unit or a restructuring of an existing department or unit, the Employer will determine the number of full-time and part-time FTEs by shift required for the new or restructured department or unit. Prior to implementation of the schedule, the Employer will meet with the employees of the affected department(s) or unit(s) to discuss the reconfiguration of the FTEs in the department(s) or unit(s) and the new work schedules. A listing of the FTEs for each shift on the new/restructured department(s) or unit(s), including any qualification requirements, shall be posted on the department(s) or unit(s) for at least ten (10) days. Other vacant bargaining unit positions will also be posted on the department(s) or unit(s) at that time. By the end of the posting period, each employee shall have submitted to the Employer a written list which identifies and ranks the employee's preferences for all available positions (first to last). Employees will be reassigned to positions within the merged or restructured unit(s) in order of seniority among the restructured unit or combined group of affected employees, based on the skill, qualifications, and competencies needed by the Hospital and employee's preference, until there are no positions available or the remaining positions have been rejected by the employee.

7.5 Low Census.

Low census is defined as a decline in patient care requirements or workload in a particular department or unit resulting in a temporary staff decrease. Low census will be done on a Hospital by Hospital basis. Prior to implementing the low census procedure within a job classification, the Employer will float the surplus staff to other areas of the Hospital, if the need exists. The Employer may seek volunteers to float to the other hospital rather than take mandatory low census. During temporary periods of low census, the Employer will first ask for volunteers within the job classification to take time off before determining and implementing the reduced staffing schedule required. In the event there are no volunteers, the Employer will endeavor to rotate low census equitably among all employees on the shift starting with the least senior employee first, providing necessary skill levels, competence, ability and availability are considered equal as determined by the Employer to properly care for patients in low census situations. The Union agrees that any complaints regarding non-compliance with the low-census process shall first be discussed in Labor-Management prior to the filing of any grievance. In the event that the parties were unable to resolve outstanding issues at labor management, the Employer agrees to waive the timeline for filing a Step I grievance. Notwithstanding the above, the Hospital may employ scheduling arrangements to deal with low census situation (e.g., extended lunch hours for all employees) if a majority of full and part-time employees in the Department agree to such an alternative arrangement following ratification of the CBA. Prior to introducing any such arrangements, the Employer will bring the proposed arrangement to the Joint Labor Management Program. There shall be no economic remedy for violation of the order of the low census process unless the Employer is engaged in a pattern or practice of violating the processes.

7.6.1 Order of Low Census

During temporary periods of low census, employees within a job classification on a unit and shift will be released from work in the following order:

- (a) Agency, (unless working on a guaranteed contract);
- (b) Employees working on overtime,
- (c) Per diem employees,
- (d) Employees scheduled to work extra shifts above their FTE,
- (e) Regular full-time and part-time employees (including probationary employees) as provided for in Section 6.7

ARTICLE 8 - EMPLOYMENT PRACTICES

8.1 Equal Opportunity.

The Employer and the Union agree that conditions of employment shall be consistent with applicable state and federal nondiscrimination and affirmative action laws. The Employer and the Union shall not discriminate against any employee by reason of race, creed, age, color, sex, national origin, citizenship, language, religious belief, marital status, sexual orientation, gender expression/identity, political ideology, ancestry, veteran's status, or the presence of any sensory mental or physical disability. Allegations of discrimination shall be subject to the grievance and arbitration provisions of Article 10 of this Agreement.

8.1.1 Americans with Disabilities Act (ADA).

Where the requirements of the ADA conflict with this Agreement, the ADA shall supersede this Agreement.

8.1.2 Disabled Employees

Consistent with Kindred's policy on disabled employees, if a new bargaining unit position can be created to accommodate an incumbent employee's permanent disability, the Union agrees to waive seniority rights for that position. The position will not be posted, and the position will be offered to the disabled employee.

8.1.3 Affirmative Action.

Where Kindred's efforts to comply with any federal, state, and/or local requirement related to Affirmative Action in Employment or Equal Opportunity conflict with this Agreement, the federal, state, and/or local requirement will supersede this Agreement.

8.2 Notice of Resignation.

Regular employees shall give not less than fourteen (14) calendar days' prior written notice of intended resignation.

8.2.1 Notice of Termination.

Employees who have completed the required probationary period shall receive fourteen (14) calendar days notice of termination or two (2) weeks pay in lieu thereof, except in cases of discharge for just cause.

8.3 Recruitment and Selection.

Kindred will recruit and hire the most qualified applicants to meet the staffing needs of the Hospital and thereafter transfer, promote, and retain such persons as employees. All such actions and decisions shall comply with the Hospital's desire to promote from within whenever qualified candidates are identified, interested, and available.

8.3.1 Postings.

Positions will be posted for five (5) days according to Kindred's posting practices, which include a website posting before filling. FTE, shift, and shift length will be included in all job postings

8.3.2 Department Openings.

Internal applications will be considered before other applications, and internal transfer applications from within the unit/department will have preference over applications by employees not within the unit/department. Seniority shall be the determining factor in filling a job opening providing skill, ability, and experience are substantially equal in the opinion of the Employer.

8.3.3 FTE Changes.

If an employee requests to decrease his or her FTE, the employee must submit the request in writing to their manager. The request should indicate that they are requesting to give up that portion of their FTE on a permanent basis. The manager must approve any FTE decrease. An FTE decrease does not need to go through the posting process described herein. Examples of considerations of the impact of an FTE decrease are benefit eligibility and tuition assistance.

8.4 Evaluations.

The Hospital shall conduct a written performance evaluation on an annual basis. Evaluations may be conducted more frequently by mutual agreement. The parties agree that completing a written evaluation at the conclusion of an employee's probationary period is a best practice. Employees shall acknowledge such evaluations by signature; however, such signature will imply neither agreement nor disagreement with the evaluation. Upon request, a copy of the evaluation shall be made available to the employee. If an employee disagrees with the evaluation, then the employee may object in writing to the evaluation, and such objection shall be retained by the Employer with the evaluation.

8.5 Personnel Records.

The Hospital shall maintain a personnel record for each employee. The personnel record shall include employment application, performance appraisals, licensure requirements, and records of disciplinary action. Employees may inspect their personnel files upon request within a reasonable period of time from their request. Upon request, an employee may be given a copy of their personnel file and the Employer may charge for such copies. The Hospital shall include in the personnel file any letters of commendation or recognition upon request from an employee. Except as noted below, disciplines older than 12 months shall not be relied upon for the purpose of additional disciplinary action unless the employee has had any additional disciplinary infractions during the 12 month period. Similarly, the Hospital may not rely on discipline related to patient care, dishonesty, theft, harassment, substance abuse or violence older than 24 months from the date of issue unless another infraction of these types occurred within the 24 month period.

8.6 Travel.

Employees who travel between the two Hospital campuses at the request of the Employer during the work day shall be considered “on duty” and shall be covered under the same Hospital insurances as if at work inside the Hospital. The employee’s personal auto coverage shall be primary coverage in the event of an auto accident consistent with current practice.

ARTICLE 9 - DISCIPLINE AND DISCHARGE

9.1 Discipline and Discharge

The Hospital shall have the right to discipline, suspend, or discharge any Employee for just cause (as defined herein). “Just cause” shall to include the concept of progressive and corrective discipline. Progressive discipline shall not be applied when the nature of the offense requires immediate suspension or discharge. Employees may be placed on administrative leave without pay pending investigation. In the event that the investigation results in the employee not being disciplined or being cleared of any wrong doing, the employee shall be paid for all time they were on unpaid administrative leave. A copy of all written disciplinary actions shall be given to the employee. Employees shall be required to sign the written disciplinary action for the purpose of acknowledging receipt thereof.

9.2 Patient Care Complaints.

A. In cases involving patient care, the Hospital may issue discipline if the Hospital had a reasonable and good faith belief after a thorough investigation which included a fair opportunity for the employee to tell his/her side of the story, that the alleged actions or failure to act occurred. The Employer agrees to submit to the Union the substantive results pertaining to the employee against whom discipline has been issued, of any investigation conducted by (i) the Hospital or (ii) the State of Washington Department of Health on the incident in dispute. If the arbitrator determines that the employer had a reasonable and good faith belief to issue the discipline, he or she may not change the discipline imposed by the hospital, except in exceptional circumstances.

B. The following factors will apply in determining whether the Employer’s belief was reasonable and in good faith: (1) the strength of the Employer’s investigation; (2) the strength of the evidence supporting the allegation; (3) the employee’s work history; (4) the patient’s complaint history; (5) the patient’s cognitive ability; (6) physical evidence, if any; and (7) other such factors traditionally reviewed in disciplinary cases.

C. The Employer and the Union agree that, absent exceptional circumstances, patients should not be compelled to be involved in the Grievance and Arbitration process. Therefore, the parties agree that the arbitrator shall decide whether to admit into evidence any statements received from patients who do not appear as witnesses at the arbitration (the arbitrator may also decide whether to admit statements from non-testifying family members and visitors). The Arbitrator shall also determine the appropriate weight to be given in the event of the failure of any patient, visitor, or family member to testify at arbitration, subject to cross-examination. The parties further agree that the arbitrator may allow patients, visitors, or family members to testify telephonically, subject to cross-examination, in cases where such persons are ready, willing and able to do so.

D. The Arbitrator shall determine the weight of the Union's lack of access to interview and/or to cross-examine the Hospital's witness(es), if the Union lacks such access.

ARTICLE 10 – GRIEVANCE PROCEDURE

10.1 **Definition.**

A grievance is defined as an alleged breach of the terms and conditions of the Agreement. If any such grievance arises during the term of this Agreement, it shall be submitted to the following grievance procedure. Time limits set forth in the following steps may only be extended by mutual written consent of the parties hereto. A failure of the Hospital to timely respond to a grievance within any deadlines set forth in this Article shall not be deemed an admission of guilt by the Hospital.

10.2 **Step 1: Employee and Director.**

It is the desire of the parties to this Agreement that grievances be adjusted informally whenever possible and at the first level of supervision. If any employee has a grievance, the employee shall first discuss it (orally) with his or her director or designee within twenty-one (21) calendar days from the date the employee was or should have been aware a grievance existed. The director or designee shall respond (orally) within ten (10) calendar days.

10.3 **Step 2.**

If no satisfactory settlement is reached, then within fourteen (14) days of receipt of the decision of the Supervisor at Step 1, the Employee shall reduce the grievance to writing on a standard grievance form and submit it to the appropriate Chief Clinical Officer or Designee.

A meeting will be held within fourteen (14) days between the employee, the Delegate or designee and the Chief Clinical Officer or designee. The CCO or designee shall notify the employee of his/her decision in writing within fourteen (14) days after the conclusion of the meeting.

10.4 **Step 3: Chief Executive Officer and Union Representative.**

If no satisfactory settlement is reached at Step 2, the grievance may be submitted in writing to the Hospital CEO, or designee within fourteen calendar days after receiving the decision of the CCO at Step 2. A meeting will be held with the Hospital CEO, or designee, the employee, the Union Steward and a representative of SEIU Healthcare 1199NW within fourteen (14) calendar days. The Hospital CEO, or designee, shall answer the employee in writing within fourteen (14) calendar days after the conclusion of the meeting.

The Union may initiate a group grievance at Step 3 if the grievance involves a group of employees and if the grievance is submitted within thirty (30) calendar days from the date the employees were or should have been aware a grievance existed. The group grievance must involve a substantially identical issue (e.g., an incorrectly paid shift differential) so that it makes sense to pursue the grievances in a collective manner. The Chief Executive Officer or designee shall respond in writing within fourteen (14) calendar days after the Step 3 meeting.

10.5 Step 4: Arbitration.

If the grievance is not settled on the basis of the foregoing procedures, the Union may submit the issue in writing to final and binding arbitration with the American Arbitration Association within thirty (30) calendar days following the date of the Chief Executive Officer's or designee's response. An arbitrator will be selected following the procedures of the American Arbitration Association.

10.5.1 The arbitrator's decision shall be final and binding, subject to limits of authority stated herein. The arbitrator shall have no authority or power to add to, delete from, disregard, or alter any of the provisions of this Agreement, but shall be authorized only to interpret the existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute. The arbitrator shall base his or her decision solely on the contractual obligations expressed in this Agreement. The arbitrator shall issue his or her written decision within sixty (60) calendar days from the date of the close of the hearing, provided that failure to meet this deadline shall not impact the validity of the arbitrator's decision. The arbitrator shall not reverse the Employer's exercise of discretion in any particular instance and substitute his or her own judgment or determination for that of the Employer.

10.5.2 Any dispute as to procedure shall be heard and decided by the arbitrator in a separate proceeding prior to any hearing on the merits. Any dismissal of a grievance by the arbitrator, whether on the merits or on procedural grounds, shall bar any further arbitration. Each party shall bear one-half (1/2) of the fee of the arbitrator, and any other expense jointly incurred by mutual agreement incident to the arbitration hearing, All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the other party's attorney's fees incurred or for the expenses of witnesses called by the other party.

10.6 Provision of Information.

Except as otherwise provided herein, neither the Employer nor the Union shall be required during the term of this Agreement to provide the other party with any data, documents, information or reports in its possession or under its control for any purpose or reason unless they are relevant to a filed grievance or as required by law.

Article 11 Hours of Work and Overtime

11.1 Shifts.

The Hospital retains the right to determine all staffing levels and all staffing assignments, both for specific individuals and for groups of employees. The regular work day for most full-time employees shall be either eight (8) hour or 12 hours shifts, with a half-hour (1/2) unpaid meal period. This section shall not preclude the Hospital from exercising its rights to establish new shifts for specific individuals or new shifts generally for classifications of employees, or for implementing new scheduling procedures not presently in place provided the scheduling procedures meet other requirements of this Agreement. If the Employer exercises its discretion to create a new shift generally for a group of employees or implement new scheduling procedures for a group of employees, the Employer will bargain with the Union regarding the effects of the new shift or procedures. This Section shall not preclude the Hospital from exercising its rights to establish new shifts for specific individuals or new shifts generally for classifications of employees, or for implementing new scheduling procedures or new schedules with thirty (30) days advance notice. If the Employer exercises its discretion to create a new

shift generally or to implement new scheduling procedures or a new schedule, the Employer will bargain with the Union during the thirty (30) day notice period regarding the new shift, procedures or schedules.

11.2 Work Schedules.

The work schedules of employees shall be posted at least fourteen (14) days in advance of the beginning of each schedule for a scheduled duration of at least 30 days, or longer if desired by the Employer. The Employer will not make changes to the schedule without mutual agreement in non-low census situations. The Hospital may continue its practice of calling off employees who have accepted additional shifts from those additional shifts during the week. The Employer retains the right to schedule employees to avoid overtime costs. Absent an employee's agreement or for an emergency basis, employees shall not be regularly scheduled to work above their FTE.

Upon request from an employee, the Hospital shall make reasonable efforts to avoid scheduling employees for work weeks of more than five (5) consecutive days.

11.3 Definition of Overtime.

All time worked in excess of forty paid (40) hours in any one work week shall be paid at time and one-half (1-1/2) the employee's rate of pay.

11.4 Meal Periods and Rest Breaks.

Employees shall receive an unpaid meal period of one-half (1/2) hour and a paid rest break of fifteen (15) minutes in each four (4) hour period of work. Employees required to work during the meal period shall be compensated for such work at the appropriate rate. Employees are responsible for taking their rest breaks. The Employer is responsible for providing adequate staffing so that employees may take their permitted breaks. If a employee requests and is denied the opportunity to take a rest break, then the employee shall be compensated for such break time.

11.5 Weekends.

The Employer will make a good faith effort to schedule all regular full and part-time employees for every other weekend off. Every other weekend off cycles may be altered with notice prior to the start date of the next posted work schedule. Subject to advance approval, employees may request the trading of weekends, providing the schedule change does not place the Employer into an overtime pay condition. The weekend shall be defined for first (day) and second (evening) shift employees as Saturday and Sunday. For third (night) shift employee, the weekend shall be defined as Friday night and Saturday night. If an employee requests to work the unscheduled weekend, he/she will be paid at their regular rate of pay.

11.6 Temporary assignments.

Any employee temporarily assigned to perform duties of a position in a lower classification at the Hospital's request shall be compensated at his/her regular rate. This provision shall not apply to an employee who bids for the lower classified position, unless the Hospital and employee mutually agree to such an arrangement. If the employee seeks to perform duties in a lower classification not at the Hospital's request, he/she shall be paid at a rate commensurate with years of experience for that job classification. Any employee temporarily assigned by the Hospital to a higher classification in the bargaining unit for four (4) shifts or more, will be paid

at the start rate of that position or fifty cents (\$0.50) premium per hour, whichever is higher, beginning the fifth (5th) day of work in the higher classification.

11.7 Working off the clock.

Employees may not work “off-the-clock.” This includes working prior to or after a shift or working on an unpaid basis during a lunch break. Employees must punch in and out for lunch except in emergency situations due to patient care. Employees who have their lunch breaks interrupted because of a patient care emergency are to report this to their supervisor as soon as possible so they may either be made whole economically or be given another uninterrupted lunch break.

11.8 Reporting Pay.

An employee required by the Employer to report to work, and who does report, will be utilized and for no less than two (2) hours, at the employee’s regular rate of pay. Any payment for work not performed shall not be treated as hours worked for any purpose. If the employee is offered work and elects to go home, then the employee shall not receive any reporting pay. Any employee shall not receive reporting pay even if he/she shows up for work if the Employer makes a reasonable effort to cancel the employee at least 1 hour prior to the start of the day shift and at least 90 minutes prior to the start of the night and evening shifts. Leaving a message at the employee’s most recent contact number on file shall suffice for reasonable notice.

11.9 Floating.

Employees shall float to other units as directed by the Hospital. If the Union believes that Hospital’s selection process is resulting in unfair floating assignments, this issue shall be raised through the Labor-Management Committee. The Employer agrees to seek volunteers first provided such volunteer is qualified.

ARTICLE 12 – COMPENSATION

12.1 Hiring Scale.

The Hospital may hire employees with experience above the minimum start rate pursuant to the hiring scale in Appendix A. ~~with 1% between new minimum start rate and each year to year 5.~~ Employees with 0-10 ~~0-5~~ years shall be hired commensurate with the hiring scale. The Hospital may hire employees with more than 10 years of experience provided the employee is hired at the 10+ year or above at a minimum.

12.2 Minimums.

Effective the first full pay period following ratification, all employees who are paid less than the minimum rate outlined in Appendix A will be moved to the new minimum

12.2.1 Increases to Minimum.

In addition to the scheduled 1.5% starting wage increase set forth below for November 2021, the Hospital may unilaterally increase the hiring grids for any and/or all classifications during the life of this agreement by a maximum of 1% during the life of this agreement should it be necessary,

provided all further hiring steps (1-10 9) also increase by the same percentages currently in the hiring grid. For example, if the Hospital increased the new hire rate from \$18.50 to \$19.00 for CNAs, all further years 1-10 would be at the same 2% intervals. If the hospital seeks to increase any/or all classifications by more than 1%, the hospital will negotiate any such increases with the union. Any employees below the new minimum rates must be immediately moved to the new minimum rates. The Hospital shall increase the hiring grid by 1.5% effective November 2021 and all years in the 10 year scale shall be adjusted according to the same percentage currently between each year of service.

12.3 Wage Increase.

12.3.1 Effective the first full pay period following ratification, all employees will be placed on the equity hiring grid at corresponds to their Kindred years of experience. If this would be increase of less than two and three-quarters of a percent (2.75%), the employee will receive a two and three-quarters of a percent increase (2.75%). Employees above the equity hiring grid will receive a two and three-quarters percent (2.75%) increase.

12.3.2 Effective the first pay period following November 1, 2021, a two and one half (2.50%) wage increase to hourly rates will be implemented for all bargaining unit employees with 6 or more months of service (this 6 month requirement is waived for this Nov. 2021 increase only).

12.6.2 Credit for Past Experience- New Hires.

The hire-in rate for new employees covered under this agreement will provide year for year credit for continuous recent applicable experience per Appendix A.

12.7 Shift Differential.

For each hour worked on the second (evening) shift, all non-Respiratory employees shall receive a premium pay of one dollar (\$1.00). For each hour worked on the third (night) shift, employees shall receive a premium pay of one and one half dollars (\$1.50). All Respiratory Care Practitioners will receive premium pay of two dollars (\$2.00) for each hour worked on the second (evening) shift and two dollars and twenty-five cents (\$2.25) for each hour worked on the third (night) shift.

12.9 Standby Pay.

Employees placed on standby status off Kindred premises shall be compensated at the rate of three dollars (\$3.00) per hour. Standby duty shall not be counted as hours worked for purposes of accruing longevity steps or benefits. Employees on standby shall be provided with signal devices for the time the employee is on standby. Employees who are on low census shall not be required to be on standby for that low census shift

12.9.1 Callback.

All employees employed at the date of ratification called back to work after the completion of the employee’s regular work day shall receive a minimum of three (3) hours of pay at the appropriate rate. All employees hired after the date of ratification shall receive a minimum of two (two) hours of pay at the appropriate rate.

The performance of standby duties is treated as continuing during a callback; accordingly, standby pay shall be in addition to callback pay.

12.13 Weekend Premium Pay.

Any employee who works on a weekend shall receive a weekend premium. Effective the first full pay period following January 1, 2019, RCPs, Radiologic Techs and LPNs will receive a weekend premium of seventy five cents (\$.75) per hour. All other employees will receive a premium of thirty cents (\$.30) per hour. Effective the first full pay period following January 1, 2020 all RCP, Rad Tech and LPNs will receive a weekend premium of one dollar (\$1.00) per hour and all other employees will receive a weekend premium of fifty cents (\$.50) per hour. Weekend premium pay shall not be included in the employee's regular rate of pay for overtime pay calculations, unless required by the Fair Labor Standards Act. The weekend shall be defined as all hours between 11:00 p.m. Friday and 11:00 p.m. Sunday. Premium pay provided for in this section shall not apply to time spent for educational purposes.

ARTICLE 13 – PAID TIME OFF

13.1 Eligibility

The Employer will extend a paid time off (PTO) program on the same terms and conditions to full-time (30 or more hours per week) Hospital bargaining unit employees as it extends to non-bargaining unit employees as amended from time to time in the Employer’s discretion. The current accrual rates are set forth below but these may change if Kindred changes its standard plan. (Note: the Employer is proposing to do away with present practice of earning for 40 hours for working 3-12 hour shifts and accrual on any OT hours) which shall become effective January 2018.

13.2 Approval

Use of accrued PTO hours must be approved in advance by the CCO, or designee. Requests for PTO will be considered on the basis of the staffing needs of the facility and seniority. Use of PTO during prime time will be restricted to two (2) weeks maximum (consecutive or non-consecutive). Requests for prime time PTO (June 15 - September 15) must be submitted by March 15th.

13.3 PTO Accrual Rate Schedules.

Eligible employees shall earn PTO time based on the following accrual schedule. PTO is earned and available for use at the end of a payroll.

Years of Work	PTO Accrual Rate Per Hour Paid	Annual PTO Accrual if 2080 Hours Paid Per Year	Maximum PTO Account Balance

Up to 5th year anniversary	.05770	120 hours	160 hours (accrued + vested)
From 5th year anniversary to 10th year anniversary	.06920	144 hours	160 hours (accrued + vested)
From 10th year anniversary and thereafter	.08844	184 hours	160 hours (accrued + vested)

The amount of PTO earned is calculated by multiplying the PTO Accrual Rate Per Hour Paid by all hours paid each pay period, to a maximum of 2080 hours paid per calendar year. During periods of unpaid absence, e.g., leave of absence, when an employee is not in active pay status and does not receive PTO or another paid time off benefit, PTO will not accumulate unless required by law.

13.4 Vesting of Paid Time off.

This PTO benefit is designed to provide weekly or biweekly accruals and vesting, depending upon whether your payroll period is weekly or bi-weekly. PTO accrues each pay period and is available for use the following pay period. The maximum number of hours that vests each pay period can be calculated by dividing the employee’s maximum annual accrual by 52 (or 26 if bi-weekly payroll). The employee vests in accrued PTO based on a maximum of 40 hours per weekly pay period (80 hours for bi-weekly).

An employee must be employed in a benefits-eligible status for 30 days during his or her current period of hire before any accrued PTO is available to use. Eligible employees accrue PTO from date of hire, but accrued PTO is not vested and available to use until the beginning of the first pay period following the 30-day wait. An employee who is re-hired into a benefits eligible status within 6 months of his or her termination date may use accrued, vested PTO without the 30-day wait period in accordance with Kindred’s Rehire Policy.

The maximum number of hours that may be accumulated in an employee’s combined accrued and vested PTO accounts is 160 hours. PTO will stop accruing when the employee’s PTO account balance reaches the 160-hour combined maximum balance or the calendar year maximum accrual, whichever occurs first. PTO will resume accruing when the employee begins to use PTO and reduces the combined account balance below 160 hours, so long as the calendar year maximum accrual has not been met. During any period that an employee’s PTO account balance and/or accruals have reached allowed maximums, PTO does not accrue and any forfeited hours are not added retroactively to the employee’s PTO account.

13.5 Using Paid time Off.

Use of PTO hours must be scheduled with the supervisor’s approval. Employees who experience an unscheduled absence due to illness or emergency are required to notify their supervisor in accordance with the Hospital’s policies.

Employees must first use their vested PTO when they are away from work, unless unpaid time off from work is approved by the Hospital’s Human Resources Department or Administrator. One approved exception to requiring employees to use vested PTO when

away from work is when the Hospital cancels the employee's scheduled shift due to low census or other business reason. In that event, the employee may choose to use PTO or to have the time off without pay. PTO may only be used for hours that the employee is regularly scheduled but does not work. PTO may not be used to supplement pay for time away from work that the employee is not scheduled to work.

Non-exempt employees may use PTO only in 2-hour increments, up to a maximum of their weekly regularly scheduled hours. Non-exempt employees who leave work early due to an illness or emergency may use PTO for the time remaining on his or her shift.

The Hospital reserves the right to require a physician's statement from employees who miss three or more consecutive scheduled days of work because of personal illness or injury, and/or from employees who have patterned absences.

13.6 Change in Employment Status.

Employees who change to part-time non-benefit eligible status (i.e., regularly scheduled to work fewer than 30 hours per week) and employees who change to per diem status are not eligible for PTO accrual beginning in the pay period containing the effective date of the status change.

Employees who change to part-time non-benefit eligible status may continue to use their vested PTO hours, according to the provisions of this policy regarding such use.

If employees change to per diem status, their vested time off balances will be paid out at their base rate of pay as of the day prior to the change to per diem status. All accrued but not vested PTO balances will be forfeited unless otherwise required by law.

Employees who regularly work fewer than the required hours per pay period to maintain full-time benefit eligible status may have their status changed and automatically adjusted to a non-benefit eligible status.

13.7 Cash Out of Unused Paid Time Off.

Employees may elect to cash out some or all vested PTO hours earned in that calendar year each December at a rate provided for in the PTO plan (presently 50%) of the employee's then current hourly pay rate. The Hospital may increase, reduce or cancel cash out in its discretion. Any hours not cashed out at year's end will remain in the employee's PTO account for use in the future up to a maximum of 160 hours pursuant to Kindred's Standard Plan.

13.8 Payout of Paid Time Off After Termination.

Vested PTO is payable upon employment termination. Accrued but not vested PTO is not paid out unless required by law.

Employees will be paid their regular base rate of pay for all PTO time used. Shift and weekend differentials shall not be paid for any PTO time.

Use of PTO during peak periods will be restricted to two (2) weeks maximum (consecutive or non-consecutive). Prime time vacation (June 15 - September 15 and November 15 - January

15) must be submitted by March 15th for the June 15 - September 15 period and by August 15 for the November 15 - January 15 period.

Employees may request individual days off during the Summer Prime Time Period after the March 15th deadline. Requests for individual days off submitted after March 15th will be reviewed by each Manager and will only be approved on a case by case basis. If a senior employee requests and is denied a full week of vacation during the Summer Prime Time period, and a less senior employee applies for and is granted one day of vacation during the same week, that approval shall not be deemed a contract violation.

All other PTO requests for the use of accrued vacation hours must be submitted in writing to the Department Manager or designee at least two (2) weeks in advance of the start of posting of the next/new schedule

ARTICLE 14- MEDICAL BENEFITS

14.1 Eligibility

Beginning the month following their first two full months of employment, all bargaining unit employees who are regularly scheduled to work thirty (30) hours a week or more are eligible to participate in the Employer's standard medical, dental and vision plans and voluntary insurance plans, in the same manner and to the same extent that such plans are offered to the Hospital's non-bargaining unit employees.

Except as specifically provided in this Article, the Employer reserves the right to change, alter, amend or eliminate its standard medical, dental, vision, and voluntary insurance plans including changes to the conditions or costs for coverage, the plan choices offered, benefits provided and employee premiums, provided that (i) any such action is consistent with changes made to the plan for non-exempt, non-bargaining unit employees in the Hospital and (ii) Kindred gives the Union thirty (30) days' notice of any change to the extent reasonably possible. If Kindred eliminates its wellness program, the Employer agrees to meet and negotiate with the Union how to implement such elimination.

14.2 The Hospital may offer an additional medical insurance program (e.g., Kaiser) to employees in 2021 to enhance employee choice. The parties agree that the Hospital may cease to offer any additional medical insurance offering (i.e., any plan that is not the standard company plan, including Kaiser) in its sole discretion should the Hospital wish to do so.

ARTICLE 15 – HOLIDAYS

15.1 Holidays

The Hospital's Holiday benefits are set forth in this Article. This Article applies to: (a) full-time Employees who have been employed by the Hospital for at least 30 days; and (b) part-time Employees who regularly work at least 24 hours per week and who have been employed by the Hospital for at least 30 days. The Hospital will not alter its pay practices regarding Holidays (including eligibility for Holiday benefits) during the term of this Agreement.

The following holidays will be observed by the Hospital. Holidays begin at 7:00 a.m. the morning of the Holiday, except Christmas and New Year's, which begin at 7:00 p.m. on the eve of those Holidays.

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

An eligible Employee shall not receive holiday pay if the Employee does not work his/her full regularly scheduled workday immediately preceding and immediately following the holiday and his/her full scheduled holiday shift, for any reason other than a low census cancellation/flex by the Hospital. In other words, the Employee shall not lose holiday pay if he/she is cancelled/flexed by the Hospital.

Employees shall not receive holiday pay if they are out of work because of a layoff, temporary illness, or any type of leave of absence, whether paid or unpaid. If a holiday falls within an Employee's vacation period, the holiday will be paid and the vacation day will remain credited to the Employee.

Eligible Employees scheduled to work on designated holiday shall receive one and one-half (1.5) times their regular hourly rate of pay for all hours worked on a designated holiday.

Eligible employees who do not work the holiday will receive up to eight (8) hours of holiday pay (prorated based on hours worked in the past). Shift, weekend and other differentials shall not be included in holiday pay, for Employees who do not work the holiday.

Holiday pay is not considered hours worked and shall not be considered in the calculation of overtime pay.

ARTICLE 16 – RETIREMENT

16.1 Retirement Plan.

The Employer will sponsor a 401(k) retirement plan where all eligible employees may participate on a voluntary basis. The current plan is the Kindred 401(k) Plan under which an employee shall be eligible to participate on the first day of the month following thirty (30) days of continuous employment. The Employer reserves the right to terminate or modify its current plans or provide an alternate plan(s), provided such action is consistent with changes made to the Plan for non-exempt, non-bargaining unit employees in the facility. In that event, the Employer will discuss the proposed plan changes with the Union prior to implementation for the purpose of negotiating the impact of the changes. The Employer shall notify the Union at least thirty (30) days, and where practical sixty (60) days, prior to the intended implementation date.

ARTICLE 17 – HEALTH AND SAFETY

17.1 Health and Safety Committee.

The Employer and the Union agree to comply with all state and federal regulations pertaining to the health and safety of employees in the workplace. The parties further agree to promote all practices necessary to assure safety in the workplace. Employees shall not be required to work under unsafe or hazardous conditions. All safety equipment deemed necessary for a particular job shall be furnished. The Employer shall provide employees with adequate training on the use of proper work methods and protective equipment required to perform hazardous duties. The Union shall appoint a representative to serve on the Employer's Safety Committee. The representative shall be paid for time spent during Safety Committee meetings. If the representative is not scheduled to work on the day of the committee meeting, s/he will be compensated for a maximum of ninety (90) minutes. Such pay shall not count towards the computation of overtime. If an employee is unable to arrange for time off to attend a Safety Committee meeting, the Employer will assist in facilitating the employee's attendance.

17.2 Safe Work Environment.

The Employer remains committed to providing education, products and equipment, work practice controls, and engineering controls to minimize employee risks from occupational injury and exposure. Kindred shall also continue to provide confidential twenty-four (24) hour information and referral for employees sustaining occupational injury or exposure. The commitment to employee health and safety is documented in the Employer's Infection Control and Exposure Control Manual.

ARTICLE 18 - JOINT LABOR MANAGEMENT COMMITTEE

18.1 Joint Labor Management Committee.

Kindred and the Union agree to maintain a Labor Management Committee, which shall be comprised of not more than six (6) representatives of Kindred and six (6) representatives of the Union. Union representatives will be selected by the Union. At least one of the Management representatives shall be an employee executive. Unless otherwise mutually agreed to, the Committee shall meet every other month for the purpose of discussing and proposing resolutions to:

18.1.1 Issues or problems in the worksite which affect bargaining unit members and which either party requests be placed on the agenda;

18.1.2 Issues or problems of contract administration which may arise from time to time, other than formal grievance; and,

18.1.3 As a forum for providing information on organizational changes and initiatives to bargaining unit members.

The committee may also create new labor management subcommittees, or empower existing labor management committees, to seek resolution to the aforementioned in order to find the most effective resolutions. New labor management subcommittees will be considered time-limited and focused on addressing the issues delegated to it by the Joint Labor/Management Committee.

18.2 Compensation.

Union members who participate in the labor management process shall be paid at the appropriate contract rate. Union members who participate in the labor management meeting shall be released fifteen (15) minutes prior to the actual meeting for preparation purposes. Meetings shall be no longer than ninety (90) minutes in duration, unless mutually agreed upon. Employees not scheduled to work who attend the Labor Management meeting during non work time shall be paid for time spent in the Labor Management meeting. Such time shall be at straight time and shall not count towards computation of overtime.

18.3 Support of Committee Participation.

In an effort to continue building an increasingly collegial labor management relationship, the Union and the Employer express solid support for employees to participate in contractual committees and projects of mutual benefit. The parties agree that employees participating on these committees/projects will be supported in attending the meetings, provided adequate advance notice is provided to the immediate supervisor by the employee or the Union. Once the Union informs management of names of staff participants in contractual committees or other joint projects, management will immediately forward names of participants to the immediate supervisor to facilitate timely release.

ARTICLE 19 – LEAVES OF ABSENCE

19.1 Bereavement Leave.

After completing one (1) month of regular full-time or part-time employment, eligible employees may receive time off due to a death in your immediate family. Immediate family under this policy means your parents, grandparents, brothers, sisters, spouse, domestic parent, children, grandchildren, children of domestic partner and corresponding in-law or step family members.

Approved bereavement leave will be paid at the employee's regular hourly rate, up to a maximum of eight (8) hours per benefit day.

Up to three (3) scheduled workdays is allowed. If extended travel time or additional time is required, you may use time off or personal leave time if approved in advance by employee's supervisor or hospital CEO/Administrator.

19.2 Jury Duty and Court Appearances.

Eligible employees may receive time off to comply with a court summons to serve as a juror or to comply with a legal subpoena to appear as a witness in a judicial proceeding.

Unless otherwise required by state law, Kindred will pay employees who have completed one (1) month of continuous full-time employment the difference between the regular base rate of pay for all scheduled work hours not worked because of jury service, and payment, not including reimbursement by the state or federal courts, for expenses incurred as a result of jury duty, received for jury service. Payment is limited to eight (8) hours per day (including night work schedules), forty (40) hours during any single workweek, and a total of fifteen (15) days in any twelve (12) month period, unless otherwise required by state law. Any payment provided for service as a juror shall be deducted from Jury Duty pay. Travel reimbursement is not counted as Jury Service pay.

Employees are not paid for time off from work to appear in court as a witness pursuant to a subpoena or as a party to a lawsuit, unless otherwise required by state law. Kindred will pay for time off from work to appear in court or as a witness on behalf of Kindred. Such time does not count towards overtime accrual.

Employees should devote as much time to their job as is practical and reasonable while serving as a juror or witness.

Employees are required to provide a copy of the official jury summons or subpoena upon receipt unless otherwise required by state law. You must also submit pay documentation to your supervisor.

19.3 Personal Leave.

An employee who has completed ninety (90) days of continuous employment may, for legitimate reasons, request in writing an unpaid personal leave of absence of up to thirty (30) days. Such leave may not be unreasonably denied. See Section below for Leave Extensions.

19.4 Disability Leave.

An employee may request an unpaid leave or leaves of absence as an accommodation for an employee's disability. The allowance, length and terms of this leave will be governed by state and/or federal laws.

19.5 Occupational: Workers' Compensation Leave.

An employee may request a leave of absence for an employee's work-related injury or illness. The allowance, length and terms of this leave will be governed by state and/or federal laws, including workers' compensation laws. Such leaves shall not exceed one (1) year unless a longer period is legally required.

19.6 Pregnancy, Childbirth, or Related Medical Condition Leave.

An employee may request an unpaid leave of absence for a disability due to pregnancy, childbirth or related medical conditions. The allowance, length and terms of this leave will be governed by state and/or federal laws. Such leave shall not exceed four (4) months unless a longer period is legally required.

19.7 Family and Medical Leave.

An employee may request an unpaid leave for the employee's serious medical condition, for the employee to care for a child, spouse or parent with a serious medical condition, or for the birth, adoption or placement into foster care, of a child. The allowance, length and terms of this leave will be governed by state and federal law. An employee must have been employed for twelve (12) months and have worked at least twelve hundred fifty (1250) hours in the prior twelve (12) months to be eligible. Such leave shall not exceed twelve (12) workweeks unless a longer period is legally required.

19.8 Military Leave.

The Employer will grant an unpaid military leave to employees performing service in the uniformed services of the United States, regardless of the date of hire, for a period of up to five (5) years of cumulative military service. The allowance, length and terms of this leave will be governed by federal and state laws, including the Uniformed Services Employment and Reemployment Rights Act (USERRA).

19.9 Doctor or Authorized Medical Provider Certification.

For any medical related leave, (1) the employee must provide a proper certification from a medical doctor of the need for the leave and the expected duration of the leave, before taking leave if possible; (2) the employee must provide a proper certification from a medical doctor that the employee can perform the job functions upon return from leave, before returning from leave; and (3) the employee must provide additional medical certification of the need for leave, upon the Employer's reasonable request if the need for leave is or becomes uncertain.

19.10 Domestic Violence Leave.

In accordance with applicable Washington state law, if an employee is a victim of domestic violence, sexual assault or stalking, the employee may take reasonable leave from work or intermittent leave to seek related legal or law enforcement assistance or to seek treatment by a healthcare provider, mental health counselor or social services professional. An employee who is a family member of a victim of domestic violence may also take reasonable leave to help

such family member obtain similar treatment or help. For purposes of this section, “family member” includes an employee’s child, spouse, parent, parent-in-law, grandparent or a person whom the employee is dating.

19.11 Union Leave.

The Hospital may in its discretion grant a leave of absence for an employee to work for the Union. Such request may not be unreasonably denied and it is agreed that no more than one (1) employee may be on a Union leave at a time. Union leave may not be used more than twice (by all employees in total) during one calendar year. Such leaves shall be treated as personal leaves of absence under the Hospital’s personal leave of absence policy. Employees who return from a Union leave of absence in fewer than 12 weeks shall return to their prior position. Employees who return from a Union leave of absence after 12 weeks will be offered the first open position for which they are qualified, based on seniority.

19.12 Benefits During Leave.

No seniority or other accrual benefits (such as sick or vacation time) will accrue during a leave of absence, except if otherwise required by law and except that an employee on leave for a workplace injury will continue to accrue seniority during any such leave, for layoff or recall purposes.

19.13 Return From Leave.

An employee must provide at least two (2) weeks’ advanced notice of the employee’s return from leave. An employee timely returning from an authorized leave of absence shall be returned to his or her former position, which will include his/her shift, classification and days off, unless a severe hardship will result to the Employer.

19.14 Leave Extensions.

A leave of absence may be extended at the discretion of the Employer, but such extensions will not be precedent setting. All leaves of absence will be unpaid unless otherwise required by law.

ARTICLE 20 - NO STRIKE--NO LOCKOUT

20.1 No Strike.

Neither the Union nor its members, agents, representatives, employees or persons acting in concert with them, shall incite, encourage or participate in any strike, sympathy strike, walkout, slowdown or other work stoppage of any nature whatsoever, nor shall they engage in any form of economic pressure or picketing against the Employer. In the event of any strike, sympathy strike, walkout, picketing, slowdown or work stoppage or threat thereof, the Union and its officers will do everything within their power to end or avert the same during the term of this Agreement.

20.2 Discharge.

Any employee authorizing, engaging in, encouraging, sanctioning, recognizing or assisting in any strike, sympathy strike, slowdown, picketing or other concerted interference, or who refuses to perform services duly assigned to him, shall be subject to immediate dismissal or such lesser discipline as the Employer shall determine.

20.3 No Lockout.

The Employer shall not cause or engage in any lockout of its employees during the term of this Agreement.

ARTICLE 21 - GENERAL PROVISIONS

21.1 Legality.

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 this Agreement. Any provision of this Agreement not declared invalid shall remain in full force and effect for the term of the Agreement. If any provision is held invalid, the Employer and the Union shall enter into immediate negotiations for the purpose, and solely for the purpose, of arriving at a mutually satisfactory replacement for such provision.

21.2 Changes/Amendments.

Any changes or amendments to this Agreement shall be in writing and duly executed by both the Employer's Vice President of Labor Relations and the Union either as an amendment to this Agreement or a letter of understanding signed by both parties

21.3 Drug Testing.

Kindred shall be privileged to continue its post-offer/pre-employment drug testing and background checks and shall also be privileged to continue its reasonable cause drug testing, which shall include circumstances involving suspected drug diversion.

21.4 Sign On, Refer-A-Friend, Extra Shift, Pick Up Shift and other Employment/Staffing Bonuses.

The Employer may exercise its discretion to offer or discontinue sign on, refer-a-friend and other similar bonuses as needed. The Employer may also exercise its discretion to offer an Extra Shift or Pick Up Shift bonus for up to seven (7) consecutive days. In the event the Employer determines it will need to offer an Extra-Shift or Pick-Up-Shift for longer than seven (7) consecutive days, the parties will meet to negotiate the dollar amount of the bonus. The Hospital shall offer any such bonuses in a fair and equitable manner and not engage in scheduling favoritism.

21.5 Employee Certifications/Mandatory In-Services/Mandatory Training/Annual Requirements/Licenses:

The Hospital retains the right to require work-related certifications and completion of Annual Requirements and Mandatory In-Services and Mandatory Trainings at its discretion. The Employer shall pay the cost of any special classes or training outside the hospital which it requires or requests of any individual employee as a condition of employment. Where feasible, In-Service classes shall be available on all shifts. Employees shall not be required to

attend such classes on their days off. The Hospital agrees that any changes to its own existing certification or annual requirements will be implemented in a reasonable manner. Employees are required to maintain mandatory licensure by regulatory authorities and will be immediately removed from the work schedule if any such licenses lapse or are not achieved, until their license is renewed or restored. In the event that their position was filled prior to their license being renewed or restored, employees will be eligible for the next posted position.

21.6 Staffing.

Notwithstanding any other language in this Agreement, the Hospital maintains discretion to determine staffing levels throughout the Hospital. The Union may bring any concerns regarding staffing to the Labor-Management Committee. A staffing sub-committee shall be held within seven (7) days of the Union's request to discuss urgent staffing matters. Sub-committee members will meet on paid time pursuant to Article 18.

21.7 Service Excellence.

Employees shall participate in any Service Excellence or other type of customer service or quality improvement program (patient/family) initiative mandated by the Hospital. The Employer will notify the Union either at the LMC or in writing prior to implementing an initiative requiring employee participation.

21.8 Gifts.

The Hospital may present employees with gifts (e.g., Holiday Turkey) and similar awards or recognition prizes. These gifts, awards and recognition prizes do not constitute a binding practice by the Hospital and may be discontinued in its discretion.

21.9 Past Practices.

Any and all agreements, written and verbal, previously entered into between the parties hereto are mutually cancelled and superseded by this Agreement. Unless specifically provided herein to the contrary, past practices shall not be binding on the Employer. The Employer will not make any changes in past practices that would have the effect of discriminating solely against members of the bargaining unit. The Employer will communicate any changes in past practices to the staff in advance of the change.

21.10 Complete Agreement.

The parties acknowledge that during the negotiations which resulted in this Agreement, all had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the term of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter discussed during negotiations or covered by this Agreement. The parties further agree, however, that this Agreement may be amended by mutual consent of the parties in writing at any time

ARTICLE 22 – SUBCONTRACTING AND CENSORSHIP

22.1 Successorship.

If the Hospital is sold or operations are otherwise transferred to another employer, the Hospital agrees to notify the Union in writing at least sixty (60) days prior to the effective date. Upon written request of the Union, Kindred will meet with the Union to engage in good faith bargaining over the impact of such changes. This will not delay the date of sale or transfer unless mutually agreed upon by Kindred and the Union.

Prior to the sale or transfer, the Hospital shall inform the prospective acquiring entity of the existence of the CBA; shall provide a copy of it to the acquiring entity; and shall require as a condition of sale that the acquiring entity hire the majority of then-current bargaining unit employees of the Hospital (provided that the employees are qualified for the job(s)) and recognize the Union as the exclusive collective bargaining agent of the currently represented employee(s)/employee classifications.

Employees whose employment is terminated as a result of any sale, closure, or transfer shall be assisted in transferring to any other Kindred facilities, consistent with current practice, and receive payment for one hundred percent (100%) of all accrued and vested, but unused, PTO. Employees who remain employed at any Kindred facility after a sale, closure or transfer of operations shall be eligible to transfer one hundred percent (100%) of their PTO balance.

22.2 Subcontracting.

In the event the Employer proposes to subcontract bargaining unit work, the Employer shall provide at least thirty (30) days written notice to the Union. The Union may also request a Labor Management Committee meeting to discuss alternatives to contracting out. The Employer agrees to schedule a Labor Management Committee meeting and release the Union's committee members from work with pay pursuant to Article 19.3. No such LMC meeting shall delay the proposed subcontracting. The hospital shall make any subcontractor aware that it is in a contractual relationship with the Union and shall provide a copy of the collective bargaining agreement to the contractor.

ARTICLE 23 – EDUCATION BENEFITS

23.1 Education.

The Employer shall pay the cost of any special classes or training outside the hospital which it requires or requests of any individual employee as a condition of employment.

The Hospital will provide Education Assistance in accordance with Kindred's Education Assistance Policy, as set forth below.

23.2 Eligibility

Regular Full Time and Part Time employees with three (3) or more months of continuous service are eligible for reimbursement of course costs.

23.3 Reimbursement

Eligible costs include tuition, books and lab fees. There is a maximum of \$2,500 of reimbursement in one (1) calendar year, PRORATED FOR PART TIME EMPLOYEES

23.4 Related Coursework.

To receive reimbursement, you must take courses that are related to your present job or your future job plans with Kindred. All courses must taken at an accredited college or university or reputable business or correspondence school.

23.5 Approval

The Hospital CEO or designee must provide prior written approval for all courses for which you are seeking reimbursement.

23.6 Reimbursement Rates

Reimbursement will be made after successful completion of the course and the following basis:

Grade or Equivalent Grade Point	Reimbursement of Course Costs
A-C	100%
D and below	0%

23.7 Documentation

No benefits will be paid unless the school provides grades in writing. Receipts must be submitted no later than ninety (90) days from the date class(es) end.

Management will not unreasonably refuse providing written approval for eligible courses.

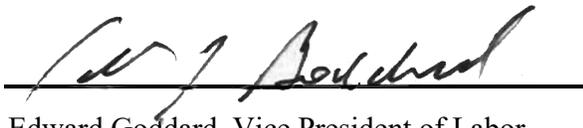
ARTICLE 22 – TERM OF AGREEMENT

22.1 Duration and Renewal.

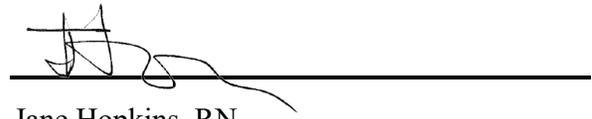
This Agreement shall become effective on the first day of the first full pay period following ratification of this Agreement, and shall continue in full force and effect through and including October 30, 2022, and shall continue in full force from year to year thereafter unless notice of desire to amend the Agreement is served by either party upon the other at least ninety (90) days prior to the anniversary date of the date of expiration.

ON WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed this ___9th___ day of ___February_____, 2021.

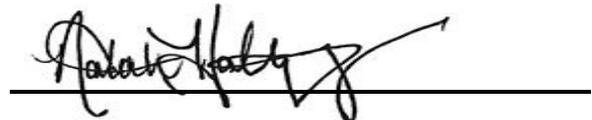
KINDRED HEALTH



Edward Goddard, Vice President of Labor Relations



Jane Hopkins, RN,
Executive Vice President, SEIU Healthcare
1199NW



Natalie Holtzinger-Cruz, Chief Negotiator,
SEIU Healthcare 1199NW

APPENDIX A

FIRST HILL 2020-2021 HIRING GRID

JOB CLASSIFICATION	Years Experience in Classification										
	0	1	2	3	4	5	6	7	8	9	10
CNA/Mon. Tech./Unit Clerk	\$ 18.50	\$ 18.87	\$ 19.25	\$ 19.63	\$ 20.02	\$ 20.43	\$ 20.83	\$ 21.25	\$ 21.68	\$ 22.11	\$ 22.55
LPN/RT	\$ 28.81	\$ 29.24	\$ 29.68	\$ 30.13	\$ 30.58	\$ 31.04	\$ 31.35	\$ 31.66	\$ 31.98	\$ 32.30	\$ 32.62
Mat. Mgt/EVS/Dietary	\$ 17.89	\$ 18.16	\$ 18.43	\$ 18.71	\$ 18.99	\$ 19.27	\$ 19.47	\$ 19.66	\$ 19.86	\$ 20.06	\$ 20.26
Phlebotomist/Lab	\$ 18.50	\$ 19.06	\$ 19.63	\$ 20.22	\$ 20.82	\$ 21.45	\$ 21.66	\$ 21.88	\$ 22.10	\$ 22.32	\$ 22.54
Rad Techs	\$ 28.03	\$ 28.59	\$ 29.16	\$ 29.74	\$ 30.34	\$ 30.94	\$ 31.25	\$ 31.57	\$ 31.88	\$ 32.20	\$ 32.52