

**2021-2024
COLLECTIVE BARGAINING
AGREEMENT**

BETWEEN

SEIU LOCAL 503

AND

PRESTIGE CARE, INC.

Expires September 30th, 2024.

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MEMORANDUM OF UNDERSTANDING

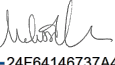
Preface: This Memorandum of Understanding (hereinafter referred to as “this Memorandum”) has been entered into between the Service Employees International Union, Local 503, (hereinafter referred to as “the Union”) and Prestige Care, Inc, (hereinafter referred to as “the Employer”).

Recognition. The Union and separate employers, Care Center (Glisan), inc.—**Glisan Care Center**, 9750 NE Glisan St., Portland, OR 97220; Care Center (Hood River), Inc.—**Hood River Care Center**, 729 Henderson Road, Hood River, OR 97031; Care Center (Linda Vista), Inc.—**Linda Vista Nursing & Rehab Center**, 135 Maple Street, Ashland, OR 97520; Care Center (Menlo Park), Inc.—**Menlo Park Health Care**, 745 NE 122nd, Portland, OR 97230; Care Center (Molalla), Inc.—**Molalla Manor Care Center**, 301 Ridings Ave., Molalla, OR 97038; Care Center (Oregon City), Inc.—**Oregon City Health Care Center**, 148 Hood Street, Oregon City, OR 97045; Care Center (Coast Fork), Inc.—**Coast Fork Nursing Center**, 515 Grant Street, Cottage Grove, OR 97424; Care Center (Porthaven), Inc.—**Porthaven Healthcare Center**, 5330 NE Prescott, Portland, OR 97218; Care Center (Reedwood), Inc.—**Prestige Care of Reedwood**, 3540 SE Francis Street, Portland, OR 97202; Care Center (Willowbrook), Inc.—**Willowbrook Terrace**, 707 SW 37th, Pendleton, OR 97801; Care Center (Chehalem) Inc.—**Chehalem Health and Rehab Center**, 1900 E Fulton St, Newberg, OR 97132; Care Center Laneco, Inc.—**Creswell Health and Rehabilitation Center**, 735 S. 2nd St, Creswell, OR, 97426; PCI Care Venture, Inc.—**Timberview Care Center**, 1023 SW 6th Ave, Albany, OR 97321; Care Center (Park Forest), Inc ---**Park Forest Care Center**, 8643 NE Beech St, Portland OR 97220; Care Center Camelot (Forest Grove), Inc.—**Forest Grove Rehabilitation and Care Center**, 3900 Pacific Ave, Forest Grove, OR 97116; Care Center (McMinnville), Inc. -- **Prestige Post Acute Rehabilitation Center—McMinnville**, 421 SE Evans St, McMinnville, OR 97128; Care Center (Milwaukie), Inc.--**Prestige Post Acute and Rehabilitation Center—Milwaukie**, 12045 SE Stanley Ave, Milwaukie, OR 97222, and the Employer, which all parties agree are separate employers, each agree to associate with the other for the purpose of recognizing the Union as the exclusive bargaining representative of a single bargaining unit, as provided

for under federal labor law regarding multi-employer bargaining for the classification identified in each employer's respective Collective Bargaining Agreements. For ease of contract administration, all facilities are listed in this Agreement.

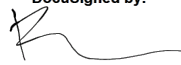
IN WITNESS WHEREOF, the parties cause this Memorandum to be executed effective October 1, 2021.

For the Union:

DocuSigned by:

24F64146737A445...

Melissa Unger
Executive Director
SEIU Local 503

For the Employer:

DocuSigned by:

58D014CFDF3A46F...

Ryan Delamarter
Chief Legal Officer
Prestige Care, Inc.

PROACTIVE LABOR RELATIONS

Both parties recognize that it is to their mutual advantage and for the protection of the patients to have an efficient and uninterrupted operation of the facility. Accordingly, this Agreement establishes such harmonious and constructive relationships between the parties that such results will be possible.

On behalf of the bargaining unit employees, the Union agrees to cooperate with the Employer to attain and maintain full efficiency and optimal patient care.

The Employer and the Union agree that all facility employees, managers, and Union Representatives will treat each other with dignity, respect, and courtesy. The preceding principles shall also apply while providing service to patients and visitors.

Notwithstanding any other provision of this Agreement, the Union and the Employer shall designate a top-level representative to discuss complaints about alleged violations of this Agreement or the Alliance Agreement. If one Party believes that the other Party

has violated these standards, the affected Party should contact the other Party's representative by phone or electronic mail. The Parties should have a direct conversation within forty-eight (48) hours to discuss the issue.

ARTICLE 1 - PREAMBLE

This Agreement is made and entered into between Prestige Care, Inc. (the “Employer”) and the Service Employees International Union Local 503, OPEU (the “Union”). The purpose of this Agreement is to set forth the understanding reached between the parties with respect to wages, hours of work and conditions of employment.

WHEREAS, the purpose of this Agreement is to promote harmonious relations between the Employer and its employees; to secure efficient operations and to establish standards of wages, hours and other working conditions for employees within the collective bargaining unit; and

WHEREAS, the Employer recognizes the Union as the sole collective bargaining representative for the employees covered by this Agreement, as hereinafter provided;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties hereunto agree as follows:

ARTICLE 2 - RECOGNITION

2.1 Classifications. The Employer recognizes the Union as the sole and exclusive bargaining agent for all full-time, part-time, and on-call employees, including but not limited to, in those classifications listed below, excluding supervisors, managers, managerial staff, RNs, LPNs staffing coordinators, office clerical and confidential employees.

Certified Nursing Assistant– CNA

Certified Nursing Assistant– Lead

Restorative Aide—RA/Shabboz CNA
Nursing Aide – NA
Certified Medication Aide – CMA
Dietary Aide
Housekeeping Aide
Laundry Aide
Cook
Central Supply Clerk
Mental Health Aides (MHUs)
Maintenance Assistant
Activities Assistant
Hospitality Aides
Personal Care Attendant

2.2 New Classifications. Any new classifications will be considered on a case-by-case basis according to standard NLRB guidelines.

2.3 New Employee Notice. When the Employer hires a new employee, it shall advise that employee in writing within three (3) business days, that there is an Agreement with the Union. This notice shall quote the Union security and check-off provisions of this Agreement. The notice will be included in the employee’s new hire packet.

2.4 Employment Status.

2.4.1 “Full-Time” Employees. “Full-time” employees are employees who are regularly scheduled to work thirty (30) or more hours per week.

2.4.2 “Part-Time” Employees. “Part-Time” employees are employees who are regularly scheduled to work less than thirty (30) hours per week. Part-time employees receive limited benefits.

2.4.3 Temporary Employees.

(a) Temporary employees may be hired only for special projects or to replace employees on vacation or leave of absence. Agency Personnel shall not be considered temporary employees.

(b) Temporary employees may be hired for up to three (3) months. The Union should be notified when temporary employees are hired. If a temporary employee is hired to replace an employee on leave of absence, the three (3) month period may be extended for the length of the approved leave up to a total of six (6) months. However, after the initial three (3) months, temporary employees shall be covered by this Agreement and shall accrue seniority from their dates of hire.

(c) Temporary employees shall be covered by all terms of this Agreement, except that they shall not be entitled to seniority, PTO, or health insurance benefits. If a temporary employee is hired into a permanent position, his or her seniority shall be retroactive to his or her date of hire as a temporary employee.

(d) If a permanent Bargaining Unit Employee fills a temporary position within a Bargaining Unit classification, the employee will continue to be covered by the terms of this agreement. The employee may return to the prior position when the temporary position ends if the prior position is available. If the prior position is not available, that employee shall be returned to an available position, for which the individual is qualified.

2.4.4 On-Call Employees. An On-Call Employee is hired to work at the convenience of the Employer to cover workload fluctuations, emergency situations or employee absences. On-Call employees are not regularly scheduled, and do not receive PTO, health insurance, or additional shift bonus benefits. Prestige Pool employees and Agency employees are not On-Call employees, but will be considered to be on-call status for the purposes of Census Adjustments as outlined in Article 11- Census Adjustments. In order for an employee to remain on-call, they must pick up a minimum of one (1) shift every three (3) calendar months, unless they are on medical leave or an otherwise defined leave of absence. If an on-call employee hasn't picked up a shift in three (3) months, they will be notified that they will lose their seniority and on-call status unless they pick up an available shift within sixty (60) days. Extenuating circumstances may be evaluated.

2.5 Work at Non-Union Facilities. A Union member who is temporarily contracted to work at a non-Union represented facility shall continue to be covered by this Agreement.

ARTICLE 3 -- NO DISCRIMINATION/NON-DISCRIMINATION

3.1 No Discrimination. Neither the Employer nor the Union shall unlawfully discriminate for or against any employee or applicant covered by this Agreement on account of race, color, religious creed, national origin, citizenship status, union membership status or activities, lawful political affiliation, veteran status, disability, medical condition, sexual orientation, sex, gender identity, gender expression, age, marital status, or any other protected class.

3.2 Languages. The Union and Employer recognize that in order to operate safely, efficiently, and in accordance with applicable law there are times when Prestige requires employees to communicate or take direction and guidance in English in order to perform their job duties and communicate with residents, other staff, family members, and health care professionals. Except when it is necessary to ensure the safe, efficient, and resident-centered care, employees may speak the language of their choice. For

example, English is not required when a team member is on a meal or rest break, or at other non-work times. Additionally, English is not required when team members are not directly performing their job duties. These communications, however, must occur outside the presence of residents or family members of a residents who do not understand the language being spoken.

3.3 Union Participation. No employee or applicant for employment covered by this Agreement shall be discriminated against because of membership in the Union or activities on behalf of the Union. As defined by applicable law, employees have the right to participate in or decline to participate in union activities. Neither the Union nor the Employer will coerce, intimidate, discriminate, or retaliate against an employee for participation or declination in union activities.

3.4 Immigration. Privacy Rights: Department of Homeland Security, Immigration, and Customs Enforcement (“I.C.E.”) The Union and the Employer have a mutual interest in retaining qualified and trained employees. Accordingly, to the extent permitted by law, either Party may request that the other meet and discuss subject matter related to the Immigration Reform and Control Act or any other current or future legislation, government rules, or policies related to immigration law.

The Union is obligated to represent all employees without discrimination based upon national or ethnic origin. Therefore, the Union is bound to protect employees against violations of their legal rights occurring in the workplace, including unreasonable search and seizure. The Employer is obligated to comply with all applicable federal, state, and local regulations in addition to operating within all parameters and specific conditions set in their private compliance agreement with federal, state, and local regulatory officials.

3.5 Non-discrimination. To the extent permitted by law, no employee covered by this Agreement shall suffer any loss of seniority, compensation, or benefits solely due to any changes in the employee’s name or social security number, provided that the new

social security number is valid and the employee is authorized to work in the United States. Employees who have falsified any records concerning their identity or social security number will be terminated. Nothing in this section shall restrict the Employer's right to terminate an employee who falsifies other types of records or documents. To the extent permitted by law, the Employer shall not act against an employee solely because the employee is subject to an immigration proceeding where the employee is otherwise entitled to work.

3.6 Workplace Immigration Enforcement. To the extent permitted by law, the Employer shall notify a Union representative promptly if the Employer receives a "no-match" letter from the Social Security Administration ("SSA"), if it is contacted by the Department of Homeland Security ("DHS"), regarding the immigration status of an employee covered by this Agreement, or if a search or arrest warrant, administrative warrant, subpoena, or another request for documentation is presented. The Union will keep confidential any information it obtains per this provision. It will use any such information solely to represent or assist the affected employee(s) about the DHS matter. Recognizing the Article's intent, the Employer will comply with legal authorities, including agents of the DHS, only as it deems necessary and appropriate.

To the extent permitted by law, the Employer shall permit inspection of I-9 forms by DHS or DOL only after a minimum of (3) three days written notice, or another such period as provided by law or where such inspection is otherwise following the provisions of this Section. The Employer also shall permit review of I-9 forms where a DHS search or arrest warrant, administrative warrant, subpoena, or other legal process signed by a federal judge or magistrate names employees or requires the production of I-9 forms. To the extent permitted by law, the Employer shall not provide documents other than the I-9 forms to DHS for inspection or reveal to the DHS the names, addresses, or immigration status of any employees in the absence of a valid DHS administrative subpoena, a search warrant, or subpoena signed by a federal judge or magistrate, or where otherwise required by law, or it is otherwise deemed by the employer to be appropriate under the circumstances. In addition, to the extent permitted by law, the Employer shall offer a private setting for questioning of employees by DHS.

3.7 Reverification of Status. To the extent permitted by law, no employee employed continuously on or before November 6, 1986, shall be required to document immigration status. To the extent permitted by law, the Employer shall not require or demand proof of immigration status, except as required by 8 USC 1324a (1)(B) and listed on the back of the I-9 form or as otherwise required by law.

Suppose the Employer sells the business or its assets. In that case, to the extent permitted by law, the Employer shall offer to transfer the I-9 forms of its employees to the new employer or, at the employer's option, to jointly maintain the I-9 records of its employees with the successor employer for three (3) years, after which the successor employee shall maintain said forms. To the extent permitted by law, the Employer shall not take adverse employment action against an employee based solely on the results of a computer verification of immigration or work authorization status.

3.8 Social Security Discrepancies. Suppose the employer receives notice from the SSA that one or more of the employee names and Social Security numbers ("SSN") that the employer reported on the Wage and Tax Statements (Forms W-2) for the previous tax year do not agree with the SSA's records. In that case, to the extent permitted by law, the Employer will provide a copy of the notice to the employee and the Union upon receipt.

To the extent permitted by law, the employee will be provided with an opportunity to address and correct the issue within 60 days or as otherwise allowed by applicable laws and regulations. To the extent permitted by law, the Employer agrees that within the 60-day timeline, the Employer:

- a) will not take any adverse action against any employee listed on the notice, including firing, laying off, suspending, retaliating, or discriminating against any such employee, solely because of the receipt of a no-match letter or another discrepancy;

- b) will not require employees listed on the notice to bring in a copy of their Social Security card for the employer's review, complete a new I-9 form, or provide new or additional proof of work authorization or immigration status solely because of the receipt of a no-match letter; and
- c) will not contact the SSA or any other government agency solely due to a no-match from the SSA.

Suppose the discrepancy is not resolved within 60 days. In that case, to the extent permitted by law, the Employer may take any necessary action, including termination of employment, to correct the issue and avoid risk or liability to the employer.

3.9 Seniority and Leave of Absences for Immigration-Related Issues. Upon request, the Employer will release an employee for up to five (5) unpaid working days per year to attend a DHS proceeding or address any other immigration-related matters of the employee or immediate family. The Employer may request verification of such leave.

To the extent permitted by law, the Employer shall not discipline, discharge, or discriminate against any employee because of national origin or immigration status or because the employee is subject to immigration or deportation proceedings. To the extent permitted by law, an employee subject to immigration or deportation proceedings shall not be discharged solely because of pending immigration or deportation proceedings, so long as the employee is authorized to work in the United States.

Suppose an employee has a problem with their right to work in the United States after completing their introductory or probationary period. In that case, to the extent permitted by law, the Employer shall notify the Union in writing and meet to discuss the nature of the problem before taking any Corrective Action.

Suppose an employee does not provide adequate proof of authorization to work following their probationary or introductory period and the Employer terminates their

employment, for solely that reason. In that case, to the extent permitted by law, the Employer will use its best efforts to reinstate the employee to their former position, if available, upon the employee providing proper work authorization within twelve (12) months from termination. If such employee needs more than one (1) year to provide such authorization to work, to the extent permitted by law, the Employer will rehire the employee into the next available opening in their former classification, as a new hire without seniority, upon the employee providing the authorization within twenty-four (24) months from termination. Such rehired employees will be subject to a further ninety (90) day probationary period.

3.10 Change of Immigration Status Benefit. On the day an employee becomes a U.S. citizen, the Employer will compensate the employee with a one (1) time paid personal day off to recognize the employee's citizenship.

ARTICLE 4 - UNION SECURITY AND VOLUNTARY ASSIGNMENT OF WAGES

4.1 Union Security. Not later than the thirty-first (31st) day following the beginning of employment, or the effective date of this Agreement, whichever is later, every employee subject to the terms of this Agreement shall, as a condition of employment, become and remain a member of the Union, paying the periodic dues and fees uniformly required, or, in the alternative, shall, as a condition of employment, pay a fee in the amount equal to the periodic dues uniformly required as a condition of acquiring or retaining membership.

4.2 Formal Separation. The condition of employment specified above shall not apply during periods of formal separation from the bargaining unit by any such employee but shall reapply to such employee on the thirty-first (31st) day following his or her return to the bargaining unit. For purposes of this Paragraph, the term "formal separation" shall include transfers out of the bargaining unit, removal from the payroll of the Employer and leaves of absence of more than one (1) month duration.

4.3 Lists and Dues Deduction. The Union shall provide the Employer with a list of bargaining unit employees who have provided a written, electronic or recorded oral request to have monthly Union dues and/or agency fees, plus any additional voluntary Union deductions, deducted from the employee's pay and remitted to the Union ("Union Member List"). Such Union Member List shall similarly identify any membership cancellations or other changes in employee dues, fees or other deductions. If the Union Member List is submitted to the Employer electronically by at least ten (10) calendar days before Employer's next pay date, then the Employer shall process such deductions or changes no later than such pay date; otherwise Employer shall process such deductions or changes no later than the next following pay date. Any written applications for Union membership, authorizations for Union dues, authorizations for payment of agency fees and/or other Union-related deductions or dues cancellations which the Employer receives shall be forwarded to the Union. The Union will maintain the written, electronic and recorded oral authorization records and will provide copies to the Employer upon request

4.4 Revocation of Dues Deduction. The ability of a bargaining unit employee to revoke his or her written, electronic or recorded oral dues deduction authorization shall be determined by the terms and conditions of such specific dues deduction authorization. Union shall notify Employer thirty (30) days prior to implementing any material change in such deduction authorization(s) and provide Employer with new blank written deduction authorizations as necessary.

4.5 Itemized Deduction List. The deductions collected from all employees for any pay dates in a calendar month shall be remitted to the Union's Salem headquarters no later than the tenth (10th) of the following month. An electronic itemized statement shall be sent to the Union no later than ten (10) calendar days following each pay date. This information will be provided in electronic format. This statement shall include the following information for every bargaining unit employee if readily available:

- 1) Name of employee
- 2) Job classification

- 3) Employee Identification Number
- 4) Date of Birth
- 5) Gross pay for the pay period
- 6) Regular / Base pay for the pay period
- 7) Hire date
- 8) Work phone number and email address
- 9) Work location
- 10) Home phone number and home address
- 11) Full-time, part-time, or on-call status
- 12) Regular shift (DAY, EVE, NOC)
- 13) Amount of dues deducted from regular / base pay
- 14) Amount of other deducted from regular / base pay
- 15) Regular hours worked

The above statement will include any bargaining unit employees for whom no amounts were deducted and the reason for the lack of deduction (i.e., termination, transfer out of bargaining unit, leave of absence, deceased, new hire, etc.).

4.6 Failure to Pay Dues. Upon written notice to the Employer from the Union that an employee has failed to maintain Union membership in good standing (which shall mean payment of dues and fees uniformly required of all members) and has failed to pay appropriate agency-fees as described above, the Employer and the Union shall meet with the employee to determine a reasonable resolution. If no resolution is reached, the Employer will, not later than fifteen (15) days from receipt of notice from the Union, terminate said employee.

4.7 Hold Harmless. The Union will indemnify and hold harmless the Employer with respect to any asserted claim or obligation or cost of defending against any such claim or obligation of any person arising out of the Employer's deducting and remitting Union dues, fees, or any other contributions to Union, or for Employer taking any action for the purpose of complying with any of the provisions of this Article. The Union will have no monetary claim against the Employer by reason of failure to perform under this Article.

ARTICLE 5 - MANAGEMENT RIGHTS

The Union recognizes that the Employer must serve its residents with the highest quality of care, efficiently and economically, and address medical emergencies. Therefore, except to the extent abridged, delegated, granted, or modified by a provision of this Agreement, the Employer reserves and retains the responsibility and authority that the Employer had before signing this Agreement, and these responsibilities and control shall remain with management. It is agreed that the Employer has the sole and exclusive right and authority to determine and direct the policies and methods of operating the business, subject to this Agreement. It is agreed that the Employer has the sole and exclusive right and authority to determine and direct the policies and methods of operating the business, subject to this Agreement.

The parties intend the following Management Rights language to satisfy all legal criteria established by the NLRB to allow Employer to unilaterally make changes to specifically identified terms and conditions of employment. The parties agree that they discussed, to each party's satisfaction, the subjects in this Section during collective bargaining negotiations and that Union clearly and unmistakably expressly waived its right to bargain before Employer unilaterally changes the following enumerated subjects. Accordingly, during the term of the Agreement, except when such rights are specifically abridged or modified by this Agreement, Union with this grants Employer the right and authority to make changes unilaterally (i.e., without giving Union notice and an opportunity to bargain concerning the decision or impact of the decision) within the following subjects or terms and conditions of employment:

1. To manage, direct and control its property and workforce;
2. To conduct its business and manage its business affairs;
3. To direct its employees;
4. To hire;
5. To assign work;
6. To transfer;
7. To promote;

8. To layoff;
9. To recall;
10. To evaluate performance;
11. To determine qualifications;
12. To discipline;
13. To discharge;
14. To adopt and enforce reasonable rules and regulations;
15. To establish and to effectuate existing policies and procedures including but not limited to a drug\alcohol testing policy and an attendance/tardiness control policy;
16. To establish and enforce dress codes;
17. To set standards of performance;
18. To determine the number of employees, the duties to be performed, and the hours and locations of work, including overtime;
19. To determine, establish, promulgate, amend and enforce personal conduct rules, safety rules, and work rules;
20. To determine if and when positions will be filled;
21. To establish positions;
22. To discontinue any function;
23. To create any new service or process;
24. To discontinue or reorganize or combine any department or branch of operations;
25. To evaluate or make changes in technology and equipment. In the event employees request clarification on the application of new technology or use of new or different equipment, the Employer will meet and discuss the issues with the affected employees;
26. To establish shift lengths;
27. To either temporarily or permanently close all or any portion of its facility or to relocate such facility or operation;
28. To determine and schedule when overtime shall be worked;
29. To determine the number of employees required to staff the facility, including increasing or decreasing that number;

30. To determine the appropriate staffing levels required for the facility, including increasing or decreasing that number; and,
31. To determine the appropriate mix of employees, by job title, to operate the facility.

The parties recognize that the above statement of management responsibilities is for illustrative purposes only and should not be construed as restrictive or interpreted to exclude those prerogatives not mentioned inherent in the management function. All matters not covered by the language of this Agreement may be administered by the Employer on a unilateral basis, following such policies and procedures as it from time to time shall determine.

5.1 No Waiver. The Employers' failure to exercise any function or responsibility now reserved to it, or its exercising any function or right in a particular way, shall not be deemed a waiver of its ability to exercise such function or responsibility, nor preclude the Employer from exercising the same in some way not in conflict with this Agreement.

5.2 Employer Handbook. As outlined in the Employee Handbook, the Employer's Rules and Regulations shall apply to all Union employees to the extent that such term, condition, policy, or procedure is not inconsistent with this Agreement. The Parties understand that the CBA's provisions govern in the event of a conflict. The Employer shall continue to update the Union with changes to the Employee Handbook within fourteen (14) calendar days of any effective change(s). Said change in a term or condition of employment in the Employee Handbook shall not be unlawful nor in conflict with the provisions of this Agreement. The Union reserves the right to grieve any new policies in the Employee Handbook, which conflict with the CBA in the Union's view. The Union must file a grievance within 30 days of the Union receiving written or electronic notice of the changes.

5.3 Supervision and Work Assignments. Employees shall work as directed by supervisory personnel. Under all circumstances, the Employer reserves the right to

lawfully establish the number of employees and the work methods necessary to perform any activity per this CBA.

ARTICLE 6 - SUBCONTRACTING

6.1 Sub-Contracting. The Employer agrees that there shall be no sub-contracting of bargaining unit work, except for Housekeeping and Laundry, for the duration of this Agreement unless the Parties mutually agree to sub-contract Dietary bargaining unit work upon Employer's demonstration of extraordinary circumstances. The Employer shall give the Union thirty (30) days notice of any sub-contracting of bargaining unit work during the life of this Agreement. The Employer will meet with the Union during said thirty (30) day period to discuss the impact of the sub-contracting on bargaining unit employees.

This Article does not apply to the Employer contracting with caregiver agency staff as necessary. The Parties agree that the use of registry personnel, as a supplement to the workforce, or use of employees of another facility—that contracts with the Employer for the provision of administrative support services—does not constitute subcontracting out bargaining unit work. The Employer will make its best effort to use regular employees first, before the use of staffing agency or registry personnel.

6.2 Insourcing. Suppose, for any reason, the Employer insources current subcontractor functions for job classifications that this Agreement recognizes. In that case, the Employer will consider affected subcontractor employees eligible for hire in any posted positions before hiring anyone else not working for the subcontractor at the time of termination of subcontracting. The Employer agrees to honor the original hire date of any previously subcontracted employees hired in this transition process.

6.3 Initial Sub-Contracting. Suppose the Employer enters into an initial contract with a Sub-Contractor to provide Housekeeping or Laundry services. In that case, the Sub-Contractor shall execute with Union the Memorandum of Agreement ("MOA") in Section 5 of this Article.

6.4 Pre-existing Sub-Contracting. An Employer, with a pre-existing contract with a Sub-Contractor of Housekeeping or Laundry employees who the Union does not represent, shall follow the organizing process for such workers as defined in the 2008 “Agreement Between SEIU Local 503 and Responsible Companies Creating a Labor-Management Coalition for Quality Care” which is incorporated herein by reference. The Employer shall condition the extension or renewal of any sub-contracting agreement with the Sub-Contractor on executing with Union the MOA in Section 5 of this Article.

6.5 Training of Account Managers. As soon as practicable, the Employer will enter into a new subcontracting services agreement (“services agreement”), or amend an existing services agreement, to include the following: *[NAME OF SUBCONTRACTOR]* was provided a copy of the Collective Bargaining Agreement by and between *[NAME OF FACILITY]* and SEIU Local 503 for the period of October 1, 2017, to September 30, 2021 (the “CBA”) and was made aware of the mutually beneficial labor-management relationship between the Facility and the Union as part of the SEIU Local 503 and Responsible Companies Labor-Management Coalition for Quality Care. *[NAME OF SUBCONTRACTOR]* has reviewed the CBA and is aware of its provisions. *[NAME OF SUBCONTRACTOR]* will provide a copy of the CBA to each of its management personnel at the Facility and will counsel and train such personnel on its’ provisions, including without limitation, any conditions related to seniority, scheduling, call-offs, disciplinary issues, grievances, and Labor Management Committee meetings, as applicable.

6.6 Memorandum of Agreement Between Union and Sub-Contractor.

“MEMORANDUM OF AGREEMENT

It is now agreed by and between [Subcontractor] (“Employer”) and SEIU Local 503 OPEU (“Union”) as follows:

1. The Employer recognizes the Union as the exclusive collective bargaining agent for all full-time and regular part-time Housekeeping and Laundry employees (if any)

employed by the Employer at the following facility operated by [Operator's Legal Name]: [Facility dba Name & Address]. Excluding: All other employees, confidential employees, managers, guards, and supervisors as defined in the Act.

2. The Employer and the Union agree to be bound by the terms and conditions of the collective bargaining agreement ("CBA") currently in effect (and any subsequent amendments) and expiring on midnight September 30, 2021, between the Union and [Operator's Legal Name or Facility Name] for the Employer's Housekeeping and Laundry employees (if any) employed at [Facility Name], except as expressly provided below.
 - a. A copy of the CBA is attached hereto as Exhibit 1 and incorporated herein.
 - b. All bargaining unit eligible employees working for Employer at the facility in housekeeping or laundry will be hired by the Sub-Contractor.
 - c. Employer's health and dental benefits will be the equivalent or better.
 - d. The terms and conditions of employment outlined in the Employer's Employee Handbook, as modified from time to time, and the Employer's general Human Resources Policies and Procedures, as modified from time to time, shall govern the employment of employees covered by this Memorandum of Agreement (the "MOA") to the extent that any such term, condition, policy, or procedure is not inconsistent with this Agreement. If the Union believes that any such term, condition, policy, or practice conflicts with the MOA, it shall have the right to file a grievance either when any such term, condition, policy, or procedure is initially implemented or when any such term, condition, policy, or practice is applied to any employee such that the employee is either disciplined or terminated.
 - e. Affected employees' hire dates, seniority, and hourly wage rates will be maintained and not reduced. [The applicable base hourly wage rates are attached hereto as Exhibit 2].
 - f. Employees shall wear uniforms as provided by the Employer.
 - g. Employee payday will be on_____.

3. The Employer and the Union agree to be bound by and comply with the grievance and arbitration procedure outlined in the CBA for all disputes that may arise about the application or interpretation of the provisions of this MOA.
 - a. For any bargaining unit staff employed by the Subcontractor, the following changes to the Grievance article are made: The bargaining unit employee's immediate supervisor is the Account Manager for the Optional Informal Discussion and Step 1 grievances. Step 2 grievances will be filed with the Subcontractor's Regional Manager of Operations.
 - b. To resolve any issues in the department managed by the Subcontractor, the Subcontractor agrees that the facility's Account Manager shall participate in the facility's Labor Management Committee when such Account Manager or Housekeeping/Laundry Supervisor is invited to the LMC Meeting in advance and receives a written agenda with subject matter relevant to the operation of the sub-contracted department.

4. This MOA shall be effective as of and will remain in full force and effect through midnight September 30, 2024. The Employer further agrees that in addition to the Union's notice to [Operator Name] regarding modification, amendment, or termination of the CBA, the Union shall notify the Employer under this Agreement and that the Employer shall be bound to any amendments or modifications to the current CBA that are negotiated and agreed to by the Union and [Employer Name] and that it shall sign an updated MOA and be bound by the terms of any successor CBA negotiated and agreed to by the Union [Employer Name], for Employer's Housekeeping and Laundry employees (if any) employed at [Facility Name].

[Subcontractor Name]

SEIU Local 503 OPEU

Name

Name

EXHIBIT 1

The “Collective Bargaining Agreement between SEIU Local 503 OPEU and Prestige” for October 1, 2021, through September 30, 2024 is with this incorporated by reference.”

ARTICLE 7 - NO STRIKES AND NO LOCKOUT

7.1 No Strike During Term of Agreement. During the term of this Agreement or any written extension thereof, the Union shall not call nor authorize any strike against the Employer at the establishment covered by this Agreement, and the Employer will not lock out any employee. For the purpose of this Article, a walk-out, sit-in, sick-out, slow-down, sympathy strike, or other work stoppage will be considered a strike.

7.2 Notification. If an employee or employees engage in any strike, and the Employer notifies the Union of such action, a representative of the Union shall, as promptly as possible, instruct the employees to cease such action and promptly return to their jobs.

7.3 No Strike Violation. Employees who participate in a strike in violation of this Article will be subject to discipline up to and including termination.

7.4 No Strike Violation Union Action. In the event of a violation of the no-strike provision, the Union will:

7.4.1 As promptly as possible publicly disavow such action by the employees;

7.4.2 Notify the employees of its disapproval of such action and instruct such employees to cease such action and return to work immediately;

7.4.3 Post notices on Union bulletin boards advising that it disapproves of such action and instructing employees to return to work immediately.

7.5 Informational Picketing. In recognition of the unique partnership between the Union and the Employer that has led up to this Agreement, the Union will not conduct informational picketing for the duration of this Agreement. This provision will sunset on

the last date of the Agreement and will not continue in effect unless it is explicitly renegotiated.

ARTICLE 8 - UNION RIGHTS, REPRESENTATIVES, AND STEWARDS

In the interest of promoting a positive approach to labor-management relations and achieving joint public policy goals, the parties agree to the following:

8.1 Professional Courtesy and Behavior. The Parties encourage everyone to perform efficiently, courteously, and dignifiedly when interacting with employees, facility residents, and visitors. The Parties agree that all facility employees, managers, and Union representatives will treat each other with dignity, respect, and courtesy. The preceding principles shall also apply in providing service to patients and visitors. During typical labor relations (e.g., disciplines, the grievance process, LMC meetings, etc.), neither the Union nor the Employer shall use hostile rhetoric in written or verbal communication concerning the mission, motivation, leadership, character, integrity, or representatives of the other. Section 8.1 does not require the Union or the Employer to monitor others' social media.

8.2 Facility Access of Union Representatives. The Union will provide the Union representative's name to the Employer. Union representatives shall have access to the facility to confer with the Employer, Union Stewards, or members and administer this Agreement. The Union shall provide twenty-four (24) hours advance notice, via email to the facility Administrator, for facility access before entry. The Administrator may deny facility access by an emailed response when the Union representatives did not provide sufficient notice before entry or under extraordinary circumstances such as state survey or a contagious illness in the facility. If the Administrator does not respond to the advance email, the Union representative may access the facility per the notification. If the facility visit is about filing an employee's grievance or investigating a potential grievance, the Union representative shall immediately access the Employer's premises. Upon entering the facility, the Union representative shall notify the Administrator, or their designee, of the representative's presence. Union representatives shall confer with

employees during the employee's non-working time in the employee break room and other non-work areas.

8.3 Union Information. The Employer will:

- 1) Furnish and install at least one (1) bulletin board in each employee break room or facility for posting union notices, with a copy being given to management at the time of the posting. This bulletin board shall be no smaller than three feet by four feet (3' x 4'). The Union and the Employer will confer upon the location of the bulletin board.
- 2) Allow the Union to furnish a binder to be kept in the break room to store membership forms, copies of the contract, Union contact information, and other union materials.
- 3) Additionally, as space permits, allow the Union to furnish a secure deposit box and a shelf, installed by the Employer on the wall of the break room to keep internal Union information including, but not limited to, Union election nomination forms and ballots, grievance forms, membership surveys, etc.

8.4 Union Stewards. The Union shall designate Union stewards and notify the Employer in writing who the stewards are and any new stewards or any change in status of existing stewards. The Union Stewards' performance of union work shall not interfere with the facility's operation nor the performance of employees' job duties. Union stewards shall receive their base rate of pay for time spent processing grievances and representing Bargaining Unit Employees in meetings with the Employer during stewards' scheduled hours of employment. Union stewards shall also receive their base rate of pay for time spent representing Bargaining Unit employees in all meetings where the Employer requested that the Steward process a grievance or represent a Bargaining Unit Employee outside of the stewards' scheduled hours of employment. In no case shall the Employer be required to pay more than one (1) steward at a time for such work. A union steward may receive phone calls from union representatives while on work time, in private if requested, not to exceed ten (10) minutes per shift. Such calls shall not interfere with resident care. If Bargaining Unit Employees request time off to

attend steward training, the Employer will make every effort to approve such requests considering operational needs. Bargaining Unit Employees requesting time off to attend steward training will make every effort to comply with the Employer's policy for requesting time off.

8.5 Union New Employee Orientation. Each month, the Employer will provide the Union Stewards in each facility with the names of all employees newly hired into bargaining unit job classifications. In addition, the Employer shall provide thirty (30) minutes of paid time for both a Union Steward and the new employees to conduct a New Union Employee Orientation (NUEO). The NUEO shall occur in an Employer-provided room. If Union access is restricted during the scheduled orientation, the Employer will use its best efforts to facilitate the Union Steward and new employees meeting virtually. The Union will establish the virtual meeting capability, such as a conference line or Zoom videoconference. Such Union Orientations will be mandatory for all Bargaining Unit Employees within their first month of hire.

8.6 Daily Stipend for Joint Lobby Days. The Employer will designate two (2) days per calendar year to grant leave time for employees participating in lobby days approved by the Labor-Management Coalition for Quality Care. The Union and the Employer may, upon mutual agreement, establish additional days. The Employer will make every reasonable effort to release employees, as designated by the Union for lobby days, considering operational needs. Additionally, the Employer agrees to pay up to two (2) bargaining unit employees per facility a fifty dollar (\$50) daily stipend when such employee(s) incurs lost wages for the time spent in conjunction with such approved lobby days. The compensation will be paid in the qualified employee's regular paycheck subject to all payroll rules. The Employer can alternatively select more than two (2) employees per facility if operational needs allow, and the total number of employees participating company-wide doesn't exceed the overall total of up to two (2) employees per facility. The Union will identify and select the employees eligible for the stipend within the framework above and verify such employee's lobby day participation at the approved event.

8.7 Volunteer Union Activities. Employees may utilize earned paid time off for employee activity under this Article, including collective bargaining with the Employer, which does not fall under paid time. Under no circumstance will employees experience a reduction of status or lose health care benefits for employee activity under this Article.

8.8 All Staff Meetings. When the Employer holds its regularly scheduled All Staff Meetings at the facility, a Union Representative or Union Steward shall be allowed to address the Bargaining Unit for up to ten (10) minutes when possible. The Employer may limit this time for extraordinary circumstances such as viral outbreaks or state inspections.

ARTICLE 9 - PROBATIONARY EMPLOYEES

9.1 Probationary Period. New full and part-time employees shall be on probation for ninety (90) days of continuous active employment from their date of hire. On-call employees shall be on probation until completion of 450 hours of work. During the probationary period employees may be disciplined or discharged by the Employer for any reason without recourse to the Grievance and Arbitration provisions of this Agreement. Temporary employees are not subject to a probationary period and may be terminated by the Employer at any time without recourse to the Grievance and Arbitration provisions of this Agreement.

9.2 Retainment of New Hires. The employer will endeavor to conduct a performance assessment meeting sometime between the thirtieth (30th) and Sixtieth (60th) day of an employee's probationary period. The goal of this meeting is for the employee's supervisor to review the employee's performance in an effort to identify the skills and behaviors to be improved so that the employee can successfully continue employment beyond the probationary period. The supervisor may confer with the relevant employee Preceptor and/or trainer for input into the probationary employee's performance assessment. This article is not subject to the grievance process.

ARTICLE 10 - LAYOFF AND RECALL

10.1 Definitions.

10.1.1 Seniority. An employee's seniority shall be defined as the length of time the employee has been employed in any bargaining unit classification at any Prestige-managed skilled facility. Accrual of seniority begins upon an employee's successful completion of the probationary period, and is retroactive to the employee's date of hire.

10.1.2 Layoff. A layoff shall be defined as an expectation of loss of work in a particular classification for three (3) weeks or more. In the event the Employer anticipates loss of work for a shorter period of time, Article 11, Census Adjustments, shall apply.

10.2 Seniority for Layoff or Leave of Absence. Seniority shall cease to accrue but shall not be lost in the event of a layoff or leave of absence.

10.3 Loss of Seniority. An employee's seniority shall be lost in the event of his/her:

- (a) Voluntary resignation or retirement;
- (b) Discharge for just cause;
- (c) Failure to return to work upon expiration of an authorized leave of absence;
- (d) Layoff in excess of one year.

10.4 General Conditions. It is the intent of the parties to administer this Agreement to minimize the impact of layoff, hours reduction or displacement of employees.

10.5 Layoff Notice. Prior to a layoff taking effect, the Employer shall provide notice to the Union of the layoff, the affected employees, the shifts, job classifications and number of hours affected, and if known, the anticipated length of the layoff. The notice shall be provided fourteen (14) calendar days prior to the implementation of the layoff. The Union may request a meeting for the purpose of avoiding or mitigating said layoff

and discussion of the procedures to be followed. Any such meeting shall be held within seven (7) days of the notice of layoff.

10.6 Layoff Procedures. In the event of a layoff, the Employer will layoff the least senior employee in the affected job category. In the event that two (2) or more employees have equal seniority the Employer shall consider the disciplinary records of the employees for the prior eighteen (18) months to determine the order of the layoff. Probationary and Temporary employees within the affected job classification shall be laid off first or have their hours reduced first without regard to seniority.

10.6.1 Bumping: Any employee who is displaced due to layoff may bump the least-senior employee in any classification or shift within their own department (e.g. a laid off Med Aide may bump the least-senior CNA), provided the more senior employee is qualified based on necessary certification.

10.7 Recall. In the event of a recall, the Employer will recall the most senior employee in the affected job classification. In the event that two or more employees have equal seniority the Employer shall consider the disciplinary records of the employees for the prior eighteen (18) months to determine the order of the recall.

10.7.1 The employee will remain on a recall list for eighteen (18) months and it shall be the employee's sole responsibility to provide, in written form, the Employer with updated contact information. Probationary employees will not be placed on a recall list.

10.7.2 Whenever a vacancy occurs while employees are on layoff, laid off Bargaining Unit Employees who are qualified to fill the vacancy shall be recalled in order of seniority.

10.7.3 Recall rights shall last for eighteen (18) months.

10.7.4 Those laid off Bargaining Unit Employees with recall rights are called "Recallables".

10.7.5 The Employer shall notify any Recallables in writing of the Recallables' option to return to employment no less than seven (7) calendar days prior to when the Employer desires that the Recallable Employee(s) return to employment. The Recall notice shall be in the form of Exhibit "Recall Notice" included in this Article. These Recallables shall have twenty-four (24) hours from receipt of the Recall Notice sent by registered mail by the Recallable to indicate unequivocally that the Recallable will return to employment ("Yes Notice"). If the Recallable fails to provide the Yes Notice, then that Recallable has the irredeemably waived his/her Recall Rights.

EXHIBIT: RECALL NOTICE

Dear Union Represented Employee,

Under the terms of the Collective Bargaining Agreement between your Union, SEIU Local 503 and the Employer, whenever a vacancy occurs while Bargaining Unit Employees are laid off, Bargaining Unit Employees who are qualified to fill the vacancy are recalled in order of seniority as long as it is within eighteen months of the layoff.

You are being recalled to work and have the option to return to employment. You have 24 hours from when you've received this letter to indicate whether or not you want to return to employment. If you do not notify your employer within 24 hours then you will have waived your right to be recalled. Please contact your Union steward or call SEIU at 1-844-503-SEIU (7348) if you have any questions.

ARTICLE 11 - CENSUS ADJUSTMENTS

11.1 Low Census. The Employer may reduce an employee's hours of work on a shift-by-shift and day-by-day basis if the Employer deems it necessary to reduce hours for declining census or resident case mix.

11.1.1 The Employer will incorporate the following guidelines when making necessary hour reductions:

Step 1. The Employer shall first ask for volunteers who are working Bonus/Double Shifts. If there are multiple volunteers, then the Employer will accept volunteers in rotating seniority order, starting with the most senior employee on the shift. Employees who volunteer will have the option of using PTO, if available, or taking unpaid time.

Step 2. The Employer will ask for volunteers working Regular shifts. If there are multiple volunteers, then the Employer will accept volunteers in rotating seniority order, starting with the most senior employee on the shift. Employees who volunteer will have the option of using PTO, if available, or taking unpaid time.

Step 3. The Employer will reduce assigned shift hours of temporary employees;

Step 4. The Employer will reduce assigned shift hours of on-call employees;

Step 5. If there are no volunteers, and the Employer is going to cancel a full shift or reduce hours, it will cancel shifts or reduce hours in rotating seniority order, starting the rotation with the least senior employee working the shift and progressing to the most senior employee on that shift.

11.2 Increased Census. The Employer may offer an employee additional hours of work on a shift-by-shift and day-by-day basis if the Employer deems it necessary to add hours for increasing census or other reasons.

11.2.1 The Employer will incorporate the following guidelines when making necessary hour increases:

- Step 1. The Employer will request on-duty employees to work extended hours to cover the unassigned shift and shall offer such hours to the most senior volunteer;

- Step 2. The Employer will request on-call employees to work the unassigned shift hours;
- Step 3. The Employer will request temporary employees to work the unassigned shift hours;
- Step 4. The Employer will request off-duty Bargaining Unit Employees to work the unassigned shift hours;
- Step 5. After exhausting all bargaining unit options, the Employer may request qualified non-Bargaining Unit employees to fill any remaining open shift.

11.2.2 The Employer and Employees will work to minimize the use of agency personnel. Employer will endeavor to fill all unassigned shift hours with available Bargaining Unit personnel.

11.3 Census Adjustments in Non-Nursing Units. Upon mutual agreement of the Employer and Employees in non-nursing departments, there may be a different scheduling process to conform to current practice and Employee and Employer needs within the Department. If no mutual agreement can be reached for this different scheduling process it will revert back to our Census Adjustments in Article 11.1 and 11.2.

11.4 Specialty Units. The above procedures for census adjustments within a specialty unit will only apply to staff qualified to be assigned to those units.

11.5 Planned Staffing Patterns. The Employer will post planned staffing patterns for a range of average daily census projections. Variations to planned staffing patterns will be discussed and explained upon request.

ARTICLE 12 - ASSIGNMENTS AND JOB POSTINGS

12.1 Job Classifications and Shifts. Employees shall work in the job classifications and on the shifts for which they were hired or onto which they transferred in accordance

with the terms of this Agreement unless the employee agrees to a temporary assignment change. This does not apply to section assignment changes.

12.2 Vacancies. When a vacancy in a bargaining unit job occurs, the following principles shall apply in the following order:

12.2.1 All vacancies and new positions in the bargaining unit shall be posted for a period of seven (7) calendar days. Postings shall include classification, shift, and rate of pay.

12.2.2 Before considering applications from employees outside the bargaining unit, the Employer shall consider applications from bargaining unit employees.

12.3 Filling Vacancies. The Employer will offer the vacancy to the most senior bargaining unit applicant who is qualified based on necessary certifications. In the event that two (2) or more qualified employees have equal seniority the Employer shall consider the disciplinary records of the employees for the prior eighteen (18) months to determine who will be offered the vacancy. If that employee elects not to accept the position, then the vacancy will be offered to the next equally qualified senior applicant, and so forth.

12.4 Qualifications for Filling Vacant Position. If an applicant already works in the job classification in which the vacancy exists, he or she will be deemed qualified for the vacant position. If an applicant works in a different job classification, he or she must possess the ability to perform the functions of the new position with no more than the basic orientation provided to newly-hired employees in the new job category.

12.5 Filling of Extra Shifts. The Employer shall use the following steps to cover any open/unassigned shifts due to vacation coverage, call-ins, or other reasons:

Step 1: Each month, at the time of posting the schedule, the Employer will post a list in a mutually agreed upon location of all known open shifts for the

month with space for all interested workers to sign up for each shift.
Employees will be chosen for extra shifts in rotating seniority order.

- Step 2: If open shifts remain unfilled, the Employer will request on-duty employees to work extended hours to cover the unassigned shift and shall offer such hours to the most senior volunteer;
- Step 3: The Employer will request off-duty employees, in seniority order, to work the unassigned shift hours.
- Step 4: The Employer will request on-call employees to work the unassigned shift hours;
- Step 5: The Employer will request temporary employees to work the unassigned shift hours;
- Step 6: After exhausting all bargaining unit options, the Employer may request qualified non-Bargaining Unit employees to fill any remaining open shift.

12.5.1 The Employer may begin at Step 2 for all shifts that become available or known within forty-eight (48) hours of the start of the shift.

12.5.2 If an extra shift would cause a worker to go into overtime, the Employer may offer the shift to the most senior employee not in overtime.

12.5.3 Once an employee is notified that he/she has been chosen for an extra shift, this shift will not be withdrawn with less than forty-eight (48) hours' notice.

12.5.4 Upon mutual agreement of the Employer and Employees in non-Nursing Departments, there may be a different scheduling process to conform to current practice and Employee and Employer needs within the Department.

12.6 Assignments. Many factors may be taken into account when making hall/section assignments. This may include, but is not limited to: acuity of resident care (including behavioral challenges); worker training levels; resident requirements regarding gender; admissions and discharges; and other workload concerns. Hall and section assignments may be a subject for discussion at Labor Management Committee Meetings.

ARTICLE 13 - COMPENSATION

13.1 Central Table Agreement. Section 1: Cumulative Total Economic Package Updated Annually Per Changes in the Actual Cumulative Net Medicaid Rate Increase Over the Three Year Term of the Contract. Employers and Union agree to work together through the duration of the Contract on mutual concerns affecting nursing facility care and services, including all legislative matters about maintaining the current Medicaid nursing facility statutory reimbursement system to assure the necessary funding levels needed to deliver Medicaid rates paid according to the statutory requirements (62nd percentile of allowable costs). To protect the cumulative economic package increases projected below and to improve the quality of resident care, the parties will advocate legislatively to secure the following projected Net Medicaid Rates (i.e., the daily Medicaid Rate minus the long-term care assessment tax) over the next three (3) years: \$331.84 for 7/1/21-6/30/22; \$373.92 for 7/1/22-6/30/23; and \$397.12 for 7/1/23-6/30/24. If the actual Net Medicaid rate is different from the previous projections, the Parties will alter the cumulative total economic package annual increases as follows:

- 1.1 Starting in rate year 7/1/22-6/30/23, as soon as a State Official posts actual Medicaid rates, Union and Employer shall use the Exhibit "A" spreadsheet to calculate the actual cumulative net increase from the 7/1/21-6/30/22 Net Medicaid rate of \$331.84.
- 1.2 By each September 1st during the term of the contract, the Union and Employer shall compare the actual cumulative Net Medicaid rate increase total to date from the applicable projected cumulative Net Medicaid rate

increase to date as follows: 7/1/22-6/30/23 forty-two dollars and eight cents (\$42.08); and 7/1/23-6/30/24 sixty dollars and twenty-eight cents (\$60.28).

1.3 The Cumulative Total Economic Package (“CTEP”) annual increases per this Agreement shall be defined as follows: per Company Table agreement on 10/1/21; two dollar and twenty cents (\$2.20) on 10/1/22; and ninety-five cents (\$0.95) on 10/1/23.

1.3.1 Suppose the **actual** cumulative Net Medicaid rate increase differs by less than eight percent (8%) from the **projected** cumulative Net Medicaid rate increase. In that case, the parties shall implement the “total economic package” increase(s) per this agreement.

1.3.2 Suppose, instead, the **actual** cumulative Net Medicaid rate increase differs by eight percent (8%) or more from the **projected** cumulative Net Medicaid rate increase. In that case, the parties shall adjust the remaining Cumulative Total Economic Package as follows:

1.3.2.1 First, Union and Employer shall subtract eight percent (8%) from the difference between the actual cumulative Net Medicaid rate increase and the projected cumulative Net Medicaid rate increase.

1.3.2.2 Second, Union and Employer shall multiply the remainder by \$0.052 and round the product to the nearest \$0.01.

1.3.2.3 If the preceding product is positive, the subsequent scheduled annual increase in the Cumulative Total Economic Package shall be adjusted upward by that dollar amount, unless mutually agreed otherwise, and subject to the Section 1.3.3 minimum/maximum adjustments to the economic package.

1.3.2.4 If, however, the preceding product is negative, the subsequent scheduled annual increase in the Cumulative Total Economic Package shall be adjusted downward by that dollar amount unless mutually agreed otherwise and subject

to the Section 1.3.3 minimum/maximum adjustments to the economic package.

1.3.3 Notwithstanding any adjustment per application of Sections 1.3.2.1 through 1.3.2.4, in no case shall the annual increase in the Cumulative Total Economic Package effective 10/1/22, and 10/1/23, be less than thirty-five cents (\$0.35), or greater than two dollars and eleven cents (\$2.11).

1.4 Each September 1st, the parties shall enter the fiscal year's daily Medicaid Rate and the long-term care assessment effective the preceding July 1st into the corresponding cell of the Excel Spreadsheet titled "2021-2024 SEIU Responsible Employers Total Economic Package Formulas" (the "Spreadsheet") as shown in Attachment "A" and the electronic version, relayed by electronic mail to each signatory on September 30, 2021, is incorporated herein by reference. The parties will use the Spreadsheet to determine the Cumulative Total Economic Package annual increase each year, starting with September 1, 2022.

1.5 No wage or employee benefits change negotiated according to this Agreement shall be effective until the employer receives the Medicaid Rate issued by DHS for that year. If the implementation is delayed, all wage and employee benefit changes due under the Cumulative Total Economic Package shall be retroactive to Oct. 1st upon Employer's receipt of the new annual Medicaid Rate.

Section 2. Amount of the Cumulative Total Economic Package Spent Annually.

The Employers agree to spend the CTEP as follows. Each October 1st from 2022 and subject to adjustment by application of Section 1, the Employer shall annually spend one percent (100%) of the calculated Cumulative Total Economic package (i.e., projected to be two dollars and twenty cents (\$2.20)) on wage scale increases, other compensation-related pay programs (e.g., shift differentials, recruitment incentives, sign-on bonuses, etc.), or additional negotiated economic costs (e.g., benefit improvements such as contributing more toward each member's total health insurance cost)).

Section 3. Timing of Hourly Wage Increase. Employer shall apply the following specific hourly wage increases per the corresponding dates. Once Employer receives an updated net Medicaid rate change, all CTEP amounts allocated by the parties for wage-related gains will be implemented effective the first whole pay period following the below-enumerated dates. All wage-related increases allocated by the parties shall apply to all SEIU member wage rates, starting rates and wage scales, wage grids, or wage matrix (where applicable), except when the Parties mutually agreed otherwise at the Company Table Bargaining.

3.1 Effective October 1, 2021, the Parties agree to allocate all remaining revenue from Medicaid Special Reimbursement Rate Programs (i.e., the 4/1/20 COVID 19 rate increases, the 1/1/21 Emergency Board 5% rate increase, the 7/1/21 Temporary Rate Increase, the 10/1/21 through 12/31/21 Enhanced daily rate for SNFs starting CNAs at \$17/hr or more) and all of the 10/1/21 Economic Package funds to pay for the bargaining unit labor cost increase due to prior off-schedule compensation enhancements and all other Company-specific economic issues mutually agreed to by the Parties at the 2021 Company Table Bargaining. Effective October 1, 2021, all bargaining unit employees shall be increased to the next step on the wage scale, Appendix A (*Clarification: each Employer has a separate wage table, negotiated at the Employer side tables*). Employees at or above the top step of the wage scale shall receive a raise equal to the value of the step increase between the last two highest steps. Under no circumstances will any section of this Article or Agreement result in an Employee to suffer any loss in hourly wage rates.

- 3.2 Effective October 1, 2022, per the CTEP annual increases, the Employer agrees to add a minimum of thirty-five cents (\$0.35), a projected two dollars and twenty cents (\$2.20), the calculated CTEP, or a maximum two dollars and eleven cents (\$2.11) per hour increase to bargaining unit wage and benefits. The specific allocations shall be as bargained at Company Bargaining Tables. Amounts bargained to be allocated to wage increases shall be applied to each

member's regular hourly rate of pay, starting rates and wage scales, wage grids, or wage matrix (where applicable), except as the parties may otherwise agree at the Company Bargaining Tables. Effective October 1, 2022, all employees shall be increased to the next step on the wage scale. Additionally, effective October 1, 2022, all employees and all steps of the wage scale shall receive the remaining CTEP annual increases as defined in the Central Table Agreement minus the value of step increases negotiated in each employer's individual wage table. For example, if the CTEP annual increase effective October 1, 2022, is one dollar (\$1.00) per hour and the difference between wage steps on the Employer's wage table is fifty cents (\$0.50), then all employees and all steps of the wage scale shall receive an additional fifty cents (\$0.50) per hour increase. Employees at or above the top step of the wage scale shall receive the full amount of the CTEP annual increase (in this example, a topped-out employee's wage would be increased by \$1.00 per hour). Under no circumstances will any section of this Article or Agreement result in an Employee to suffer any loss in hourly wage rates.

- 3.3 Effective October 1, 2023, per the CTEP annual increases, the Employer agrees to add a minimum of thirty-five cents (\$0.35), a projected ninety-five cents (\$0.95), the calculated Cumulative Total Economic Package, or a maximum two dollars and eleven cents (\$2.11) per hour increase to bargaining unit wages or benefits. The specific allocations shall be as bargained at Company Bargaining Tables. Amounts bargained to be allocated to wage increases shall be applied to each bargaining unit member's regular hourly pay rate, starting rates and wage scales, wage grids, or wage matrix (where applicable), except as the parties may otherwise agree at the Company Bargaining Tables. Effective October 1, 2023, all employees shall be increased to the next step on the wage scale. Additionally, effective October 1, 2023, all employees and all steps of the wage scale shall receive the remaining CTEP annual increases as defined in the Central Table Agreement minus the value of step increases negotiated in each employer's individual wage table. For example, if the CTEP annual increase effective October 1, 2023, is one dollar (\$1.00) per hour and the difference between wage

steps on the Employer's wage table is fifty cents (\$0.50), then all employees and all steps of the wage scale shall receive an additional fifty cents (\$0.50) per hour increase. Employees at or above the top step of the wage scale shall receive the full amount of the CTEP annual increase. Under no circumstances will any section of this Article or Agreement result in an Employee to suffer any loss in hourly wage rates.

13.2 Off-Schedule Hourly Wage Increase. Notwithstanding anything else in this Agreement to the contrary, the Employer has a privilege to immediately increase union member hourly pay rates across the board by classification as necessary to retain workers recruited by other employers offering higher compensation in the facility's labor market ("Off Schedule Wage Increase" or "OSWI"). Any such OSWI constitutes the Employer's early implementation of later scheduled Section 3 Annual Hourly Wage Increases that would otherwise occur on the first following October 1st. As such, any OSWI(s) will be offset from the Employer's subsequent Sections 3.1 through 3.2 annual increases to the same classification's hourly wage scale pay rates, with any remaining balance carrying forward until fully credited (e.g., if the Employer implements a \$0.75/hr OSWI to every wage scale step for the C.N.A. classification on June 1st, the subsequent October 1st's entire \$0.45 and \$0.30 of the following October 1st's \$0.45 will be credited to offset the OSWI that constituted an advance on such later scheduled increases).

When implementing an OSWI, the Employer is not required to bargain with the Union when the Facility Administrator believes they must immediately announce pay rate increases to neutralize the competitive advantage of another employer offering the Facility's union members higher pay. If the other employer's competitive advantage is instead a future threat, the Employer will contact the Union and bargain OSWI pay increases for up to seventy-two (72) hours, after which the Employer may unilaterally implement their final OSWI proposal to the Union.

Whenever exercising this Section's ability to announce and implement a pay increase immediately, the Employer will notify the Union as soon as possible.

In no case shall such notice to the Union be more than seventy-two (72) hours after the Employer's announcement. The Employer and Union will then use their best efforts to expeditiously enter into a Letter of Agreement that details the classification's enhanced wage scale pay rates and distribute it to all affected union members. When implementing an OSWI to target the immediate competitive threat of a local competitor, the Employer will solely apply the OSWI at the nursing home subject to the immediate competitive threat.

13.3 Incentive Programs. The Employer shall be privileged to offer employment bonuses at its discretion, such as sign-on, refer-a-friend, extra shift, or pick up a shift. The Facility shall provide any such bonuses fairly and equitably and not engage in scheduling favoritism. The Employer may, without acting in a manner resulting in individual favoritism within a job class, implement, modify, or eliminate incentives to hire new employees, motivate employees to work as needed, encourage safe working practices, or for any other business reason, as long as the incentive programs were not explicitly bargained for in this Agreement.

13.4 Wage Scales Upon Expiration of Agreement. Upon expiration of this Agreement, wage scales shall be frozen until a subsequent Agreement is negotiated.

13.5 Maintaining Wage Scales. The Employer agrees to maintain wage scales and step. Wage scales shall have at least thirty-five cent (\$0.35) per hour increases between each step and shall be incorporated as appendices to this Agreement.

13.6 Shift Differentials. The Employer reserves the right to increase or decrease these amounts at anytime so long as they do not decrease below the minimum amounts per facility per shift listed below. The Employer will provide a minimum of thirty (30) days notice to employees of any shift differential decreases.

Facility	Evening	Night
Coast Fork	Thirty-Five Cents Per Hour (\$0.35/ hr)	Fifty Cents Per Hour (\$0.50/ hr)
Glisan	N/A	One Dollar and Fifty Cents Per Hour (\$1.50/ hr.)
Hood River	Twenty-Five Cents Per Hour (\$0.25/ hr)	Fifty Cents Per Hour (\$0.50/ hr)
Linda Vista	Twenty-Five Cents Per Hour (\$0.25/ hr)	Fifty Cents Per Hour (\$0.50/ hr)
Molalla	Twenty-Five Cents Per Hour (\$0.25/ hr)	Fifty Cents Per Hour (\$0.50/ hr)
Oregon City	Twenty-Five Cents Per Hour (\$0.25/ hr)	Fifty Cents Per Hour (\$0.50/ hr)
Porthaven	N/A	Fifty Cents Per Hour (\$0.50/ hr)
Menlo Park	N/A	Fifty Cents Per Hour (\$0.50/ hr)
Willowbrook	Thirty-Five Cents Per Hour (\$0.35/ hr)	Fifty Cents Per Hour (\$0.50/ hr)
Reedwood	N/A	One Dollar and Twenty-Five Cents per Hour (\$1.25/hr)
Forest Grove	Twenty-Five Cents Per Hour (\$0.25/hr)	Fifty Cents Per Hour (\$0.50)/hr)
Park Forest	Twenty-Five Cents Per Hour (\$0.25/hr)	Fifty Cents Per Hour (\$0.50/hr)
Timberview	Twenty-Five Cents Per Hour (\$0.25/hr)	Fifty Cents Per Hour (\$0.50/hr)
Creswell	Thirty-Five Cents Per Hour (\$0.35/hr)	One Dollar Per Hour (\$1.00/hr)
Chehalem	Twenty-Five Cents Per Hour (\$0.25/hr)	Fifty Cents Per Hour (\$0.50/hr)
Chehalem	Weekend Differential-applies to all BUEs and all shifts (Day, Eve, NOC): One Dollar Per Hour (\$1.00/hr)	
McMinnville	Twenty-Five Cents Per Hour (\$0.25/hr)	Fifty Cents Per Hour (\$0.50/hr)
McMinnville	Weekend Differential- applies to all BUEs and all shifts (Day, Eve, NOC): One Dollar Per Hour (\$1.00/hr)	
Milwaukie	N/A	Fifty Cents Per Hour (\$0.50/hr)

13.7 Longevity Bonus. Bargaining Unit Employees shall receive the following one-time longevity bonuses, to be paid on the first payday after the employee’s anniversary date:

To be Paid on an Employee’s Anniversary Date	Bonus Amount
5 th anniversary	\$500
10 th anniversary	\$1000
15 th anniversary	\$1500
20 th anniversary	\$2000

13.8 Extra Shift Premium. Employees who volunteer to work Employer designated shifts shall receive an Extra Shift Premium six dollars and fifty cents (\$6.50) per hour added to their base rate of pay for actual hours worked during the designated shift. An extra shift shall be defined as an employer designated shift that includes work time beyond a Bargaining Unit Employee's regularly scheduled shift. This does not include shift trades between Employees. The employee will need to complete a written extra shift premium form made available by the Employer. Shifts that qualify for the Extra Shift Premium shall be clearly posted and marked as such. Employer may cancel the bonus shift designation within five (5) calendar days of the scheduled shift if the Employer is able to hire or schedule additional staff to work the shift at a rate lower than what would be paid through the application of an extra shift premium. In order to qualify for the extra shift premium the employee must work her/his next scheduled shift, unless the employee is unable to work due to an excused absence as defined by the Attendance and Punctuality Policy (Appendix D) or was called off by the Employer. Any extra shift premium must be offered to Bargaining unit members first prior to being offered to other employees or agency or Prestige pool employees.

13.9 Rounds and Reports. Employees are encouraged to use the seven (7) minute buffer after regular shift ending time for rounds and reports. This time will be on the clock.

13.10 Paychecks. Paychecks will be available to employees at the scheduled time for paycheck distribution without preconditions. An employee will not be required to attend meetings or perform any function for the Employer as a condition of receiving his or her paycheck.

13.11 Payroll Errors. If an error is discovered in an employee's paycheck, the employee will notify his/her supervisor immediately. Paycheck errors of less than fifty dollars (\$50) will be corrected in the next payroll cycle. Paycheck errors of fifty dollars (\$50) or more will be corrected as quickly as possible with a check cut and disbursed prior to the next payroll cycle.

13.12 Direct Deposit. Employees will have the option of participating in the Employer's Direct Deposit program. Upon request, paystubs, W-2 forms, and other materials regarding pay will be available in paper form. Employees are encouraged to use the online payroll system to access payroll records and/or receive digital documents but may request paper copies.

13.13 PTO Accruals on Paycheck Stubs. Employees' earned PTO will be indicated on paycheck stubs.

13.14 Transfer into a Higher Classification. An Employee transferring into a higher-paid classification shall maintain her/his wage rate or be paid at the new classification wage rate, whichever is greater.

13.15 No Loss of Wages. Under no circumstances will any section of this Article or Agreement result in an Employee to suffer any loss in wage rates, except if an employee permanently transfers to a classification with a lower wage scale. See example below.

13.16 Work Outside of Classification. When an Employee is requested to work outside of their classification, they shall be paid at the higher rate of pay of the two classifications. For example, if a CMA is requested to work on the floor as a CNA, they shall continue to be paid at the CMA rate.

13.17 Employee placement on a scale. Effective October 1, 2021, per the central table bargaining economic agreement, each bargaining unit employee shall be increased to the next step of the Employer's revised wage scale, or the applicable wage scale step based on completed years of experience (as defined below) in the given job classification or other completed years of relevant experience, whichever is greater.

The Employer may hire new employees on any step of the wage scale, based on relevant work experience as outlined below. All employees must be placed on a step on

the wage scale. No employee shall be placed in-between steps. Credit for work experience will be given uniformly. Any employee hired who has more years of applicable experience than the wage scale will be placed at a minimum on the top step of the wage scale. Any wage rate paid above the top step of the scale to reflect more years of applicable experience must be consistent with current employees in the same classification with same years of experience.

Relevant work experience will be awarded in full year increments. For instance, a CNA who has been a CNA for one and one-half years will be deemed to have one completed year of experience and would be placed at step 1 of the CNA wage scale.

For licensed positions (CNA & CMA), experience will be awarded based on number of full years worked in the licensed position. Half credit will be awarded for unlicensed care-giving experience, such as the caregivers and med techs.

For non-licensed positions, experience will be awarded based on completed years in a similar role.

13.18 Transfers to a Job Class with a Lower Starting Rate. Bargaining unit employees who transfer from a job class with a wage/hiring scale with a higher starting rate to a job class with a lower starting rate shall be placed on the same step of the scale applicable to the employee's new job class. For example, if a CMA at the 5 Year Step of the CMA scale transferred into a CNA position, he/she would be placed at the 5 Year Step of the applicable CNA wage/hiring scale.

13.19 Transfers to a Job Class with a Higher Starting Rate. Bargaining unit employees who transfer from a job class with a wage/hiring scale with a lower starting rate to a job class with a higher starting rate shall be placed on the step of the scale applicable to the employee's new job class that is closest to the employee's current rate, but provides an increase. For example, if a Dietary Aide at the 5 Year Step of the Dietary Aide scale earning \$14.27/hour, transferred into a CNA position, he/she would

be placed at the step closest to, but more than \$14.27 of the applicable CNA wage/hiring scale.

ARTICLE 14 - HOURS OF WORK AND OVERTIME

14.1 Workweek. The basic workweek period shall consist of a fixed and regularly recurring period of seven (7) consecutive twenty-four hour periods. The Employer will send written notice to the Union thirty (30) days in advance of any change in time to when the workweek period begins. The workdays and workweek periods as specified in this Article shall not constitute guaranteed hours of work.

14.2 Workday. The normal workday for full-time employees shall consist of seven and a half (7.5) hours of work and an unpaid thirty (30) minute meal period completed within eight (8) consecutive hours within a twenty-four (24) hour period. The normal workweek for full-time employees consists of at least thirty (30) actual hours of work per workweek period. The Employer may schedule up to three (3) shifts in each day. The Employer may schedule twelve (12) hour shifts. A twelve (12) hour work day consisting of eleven and one-half (11 1/2) hours of work and an unpaid thirty (30) minute meal period completed within twelve (12) consecutive hours within a twenty-four (24) hour period. The Employer may schedule ten (10) hour shifts. A ten (10) hour work day consisting of nine and one-half (9 1/2) hours of work and an unpaid thirty (30) minute meal period completed within ten (10) consecutive hours within a twenty-four (24) hour period. Daily census information will be shared with all Employees and the Employer will work to ensure adequate time is available for report between shifts.

14.3 Meal Period. Employees who work a shift of five (5) hours or more are provided an unpaid thirty (30) minute meal period. If an employee works during all or part of a meal break it shall be immediately reported to the employee's supervisor. If an employee works through all or part of his or her meal break, he or she will be paid for that time.

14.3.1 Employees shall not be called back to work during their breaks except in case of emergency.

14.3.2 It shall be the responsibility of the supervisor to ensure that employees are able to take their breaks by scheduling break times (in consultation with the affected employees) and, if necessary, covering the employees' work during their break time.

14.4 Rest Break. Employees are provided paid rest breaks up to fifteen (15) minutes for every four (4) hours worked or major fraction thereof. Rest breaks may be scheduled by the Employer or taken on an intermittent basis. The employee shall notify his/her supervisor prior to taking a break. In an urgent situation, the supervisor may require the employee to postpone his/her break until the situation has been resolved.

14.5 Work Schedule. Work schedules will be posted between the fifteen (15th) and the twentieth (20th) day of the month preceding the month on the schedule. The Employer reserves the right to change the schedule even after it has been posted to meet its operational needs, including for low census reductions.

14.6 Electronic Scheduling. A Union representative (such as a Steward or Union staff) will be provided a copy of the electronic schedule upon request.

14.7 CMA Staffing. CMAs cannot be assigned residents and passing medications at the same time as is prohibited by state law.

14.8 Work Schedule Posting & Changes. Once a schedule is posted, an employee's schedule may only be changed: 1) with the employee's consent, 2) in the event of an emergency that necessitates a prompt summoning of staff and the change in schedule at the sole discretion of the employer, or 3) the employee is on an approved modified/light duty or other assignment designed to accommodate the employee's work restriction.

14.9 Switching Shifts. Provided that no overtime costs are incurred, and operational needs and patient care is not adversely affected, Bargaining Unit Employees may request to switch shifts. . Such requests must be submitted in writing and signed by both employees. Approval or denial of request will be made by the Employer.

14.10 Overtime. Employees shall receive overtime at one-and-one-half times their regular rate of pay for all actual hours worked in excess of forty (40) hours in the workweek. All overtime must be approved in advance by the Administrator/designee.

14.11 Report Pay. Employees reporting to work shall receive a minimum guarantee of three (3) hours of paid time. Such minimum guarantees shall not apply if the Employer makes a reasonable effort to notify the employee at least two (2) hours prior to the scheduled starting time that the employee is scheduled to report to work or as mutually agreed upon by the Employer and employee. It shall be the employee's responsibility to keep current contact information including home and mobile telephone numbers and email address on file with the Employer. Failure by the employee to do so will exempt the Employer from the notification requirement and from the minimum guarantee. Reasonable effort shall be defined as an Employer telephone call to the telephone number provided by the employee and either leaving a message with the person who answers the telephone or leaving a voice mail message. An employee who is sent home after reporting to work or called off of work shall not be considered "on-call" or "on-standby" for the remainder of the shift.

ARTICLE 15 - HOLIDAY PREMIUM PAY

15.1 Designated Holidays. All employees shall receive premium pay of one and one-half (1.5) times the employee's base rate of pay for actual hours worked on the holiday for the following Holidays:

New Years Day
Easter
Memorial Day
Independence Day
Labor Day

Premium pay of two (2) times the employee's base rate of pay for actual hours worked will be paid for:

Thanksgiving
Christmas Day

15.2 Holiday Period and Payment. The Holiday period runs from 12:00 a.m. until 11:59 p.m. on that day designated by the Employer as the Holiday. Employees will receive holiday premium pay for their entire shift if the majority of hours of their shift occur during the Holiday period. In the event an Employee works a double shift on a Holiday, and all hours worked qualify for Holiday Pay as defined in this Article, she/ he shall still be eligible as defined above to receive premium pay for both shifts.

15.3 Distribution of Holidays. The Employer shall have the right to require any employee to work on any designated Holidays; however the Employer agrees to distribute work on Holidays on an equitable basis. This will be done for each designated Holiday in a way that asks for volunteers first and then proceeds to fill shifts in a seniority-based rotation that carries over year to year.

15.4 Holiday Substitution. Upon written request, an employee may substitute a religious Holiday for any of the above named Holidays.

15.5 Holiday Meal. All employees will receive a free meal when working a Holiday shift.

15.6 Employee's Birthday. Employees may choose to take their birthday off, so long as they put the request in by the fifteenth (15th) day of the month preceding their birthday. If more than one employee requests the day off, resulting in a hardship on the Employer, the most senior employee will be granted the day-off.

ARTICLE 16 - PAID TIME OFF PROGRAM

16.1 Purpose. The purpose of the Paid Time Off Program (PTO) is to allow each eligible employee to utilize PTO as the employee determines best fits the employee's personal needs or desires. The PTO program is inclusive of vacation and sick leave.

16.2 Eligibility. All full-time and part-time employees are eligible for PTO. PTO is accrued upon hire or transfer into a PTO eligible position. Temporary and On-Call employees do not accrue PTO.

16.3 Availability to Use. PTO and Paid Sick Leave accruals are available for use in the pay period following completion of ninety (90) days continuous employment. PTO and Paid Sick Leave may not be taken before actually accrued. All hours are available for use in the pay period following the month in which they were earned. Employees may take up to forty (40) hours per week of PTO, regardless of how they are normally scheduled, as long as it is available for them to use.

16.4 Accrual of PTO. Accruals are based upon hours actually worked. Part-time employees will earn PTO hours on a pro-rated basis, according to the applicable accrual rate per hour. Length of service will determine the rate at which an employee will accrue PTO. PTO does not accrue during unpaid leaves of absences. No PTO hours will accrue beyond the listed maximum accruals.

16.5 Accrual Chart.

Years of Service Based on Anniversary Date	Accrual Rate Per Hour	Maximum PTO Accrual Bank
0-1 year	.0423 per hour	128 Hours
2 to 4 years	.0615 per hour	168 Hours
5 to 9 years	.0807 per hour	208 Hours
Over 10 years	.0999 per hour	240 Hours

16.6 Scheduled PTO. PTO used for this purpose will be paid out at the employee's base hourly rate of pay and does not include any shift differentials, premium pay, or other work incentives. PTO is not part of any overtime calculations. Scheduled PTO is requested in advance and is subject to supervisory approval and department staffing needs. PTO must be requested prior to posting of the upcoming month's schedule. All PTO requests shall be approved or denied in writing within fourteen (14) business days of having received the request. Requests will be considered on a first come, first served basis and will be approved or denied based on operational needs. If an employee needs to make a change to a PTO request once it has been submitted, they may do so until the monthly schedule has been posted; after that point, they may be asked to find their own coverage.

16.6.1 Vacation and Holidays. Employees shall be eligible to take accrued PTO time for vacation and holidays.

16.6.2 Personal Time. Employees shall be eligible to take accrued PTO time for personal reasons. Such time must be scheduled in advance in accordance with Employer policies and be approved by the employee's supervisor. Personal time PTO must be taken in at least one hour increments.

16.7 PTO Use for Unanticipated Medical Reasons. Any payment of PTO due to unanticipated medical reasons for the employee or their family (i.e., sickness, injury,

emergency medical treatments, and unscheduled medical appointments) shall be subject to immediate notification of absence. When reasonably possible, employees must provide the Department Supervisor or Charge Nurse a minimum two (2) hour notice before the start of a scheduled shift.

16.7.1 In the event of an occupational illness or injury, PTO may be used at the employee's request, for lost work time not covered by Workers' Compensation Insurance. PTO can be integrated with Workers' Compensation to the extent available to continue normal earnings.

16.8 Healthcare Statement. Employees who miss work for three (3) or more days due to illness may be required to present the Employer with a healthcare provider's statement. The Employer also reserves the right to require a healthcare provider's statement in circumstances where the Employer reasonably believes an employee is abusing the PTO policy.

16.9 Unpaid Time Off. Requests for unpaid time off will be subject to the approval and denial process as outlined in Article 16.6 above.

16.9.1 Collective Bargaining. Employees who attend collective bargaining sessions with the Employer on behalf of the Union may have such time charged as unpaid time off rather than PTO.

16.9.2 Tardiness. An employee who is tardy will have such time charged as unpaid time off and may not use PTO.

16.9.3 Disaster Aid. If the Employer approves an employee's written request for absence from work to perform volunteer disaster relief service, the employee may use unpaid time off rather than PTO.

16.10 PTO Accumulation. PTO credits may be accumulated and carried over from one (1) calendar year of employment to another up to the designated maximum for the employee's service year. Hours over the maximum amount shall be placed in an extended illness bank, which may be accessed for the use of medical qualifying leave

for the employee or for family after three (3) days of continuous illness or if all PTO has been exhausted. Such hours will be retained for this use until exhausted. Hours in the extended illness bank shall not be paid out upon termination of employment.

16.11 Payment Upon Termination. After completion of at least twelve (12) months of continuous employment, upon termination of employment an employee will be eligible for payout of PTO credits earned but not used. PTO payout shall be made at the employee's base hourly rate of pay at the time of termination. If the employee (1) resigns and gives two weeks written notice, or (2) is laid off from employment with the Employer (this does not include low census adjustments) or, (3) transfers from a full- or part-time position to a temporary or on-call position, the Employee shall receive a payoff of accrued but unused PTO credits. If the Employee fails to give two weeks written notice the employee is not eligible for payout of PTO.

16.12 PTO Donation Bank. Employees will be able to donate up to forty (40) hours of PTO to other employees per payroll period, so long as the donating employee does not fall below forty (40) hours of PTO in the donating employees PTO bank. Exceptions may be made on a case-by-case basis with the approval of the Employer's Human Resources Director.

16.13 PTO Extended Illness Bank. Employees shall be able to donate as much accumulated Extended Illness PTO as available to other Employees within each payroll period. The amount available in Employees' Extended Illness Bank shall be printed on Employees' paychecks along with other PTO accruals.

16.14 PTO Cash-Out. One time, each calendar year upon the anniversary of an Employee's date-of-hire, Employees shall be able to cash-out up to eighty (80) hours, without penalty, accrued, but unused, PTO, so long as the Employee maintains a PTO balance of at least forty (40) hours after cash-out. Employees will submit requests for cash-out to the Employer the month prior to posting of the Employee's anniversary date. Employee may submit, but will not be required to submit, a statement explaining the reasons for the cash-out request. At the discretion of the Employer, the facility

administrator may grant exceptions to the above mentioned requirements and allow PTO cash-out for employees due to emergency situations.

16.15 Coverage for Time Off. Except for instances as outlined above, no employee may be asked to find their own coverage for their time off.

ARTICLE 17- OTHER LEAVE

17.1 Bereavement. Full-time and Part-time employees who have completed their initial probationary period may take up to two (2) paid and two (2) unpaid days of leave in the event of the death of a spouse, domestic partner, child, parent, sibling, grandparent, grandchild, or corresponding in-laws or “step” relations and up to three (3) days unpaid in the event of the death of any other relative. Eligible employees may use accrued PTO for any unpaid bereavement days.

17.2 Disability Leave. The Employer shall comply with all state and federal rules and regulations regarding disability leave.

17.3 Non-Work-Related Disability Leave. Employees who have been continuously employed for at least five (5) years and who are disabled due to injuries, illness, or pregnancy, are eligible for an unpaid disability leave of up to six (6) months. While on leave employees will not lose or accrue seniority. PTO does not need to be exhausted before such unpaid leave is taken. An employee on disability leave will be returned to their same job classification and shift upon their return.

17.4 Jury Duty. Employees must immediately advise their supervisor of receipt of a jury summons. Employees will receive unpaid days of leave for the jury duty period. Eligible employees may use accrued paid PTO leave. Employees must contact their supervisor and report for their regular duties when temporarily excused from attendance in court.

17.5 Family Leave. The Employer shall comply with the terms of the Oregon and Federal Family and Medical Leave Acts. Such compliance shall not diminish any additional rights offered by the language of this Agreement.

17.6 Military Service. Leaves of absence for the performance of duty with the U.S. Armed Forces or with a reserve component shall be granted in accordance with applicable law. Employees must notify their supervisors and provide a copy of their orders as soon as possible.

17.7 Union Leave. An unpaid leave of absence for a period not to exceed one (1) year shall be granted to employees in order to accept a full-time position with the Union, provided such leaves will not interfere with the operation of the Employer. Union leave must be requested at least thirty (30) days in advance and PTO need not be taken. While on leave employees will not lose or accrue seniority. An employee on Union leave will be returned to their same job classification and shift upon their return.

17.8 Personal Leave. Should a situation arise that temporarily prevents an employee from working, he/she may be eligible for a Personal Leave of Absence without pay for up to forty-five (45) calendar days. Unpaid personal leaves of absence will be considered only after all paid time off has been exhausted. Personal leave must be requested at least sixty (60) days in advance. Employees must be continuously employed for at least six months prior to the requested leave. Personal leave must be requested at least sixty (60) days in advance. Personal leave may be granted with less than sixty (60) days notice upon approval by facility Administrator. An employee on personal leave will be returned to their same job classification but not necessarily the same shift upon their return. While on personal leave employees will not lose or accrue seniority. The decision to approve or deny a personal leave of absence will be based on the circumstances, length of time requested, employee's job performance, attendance and punctuality record, reason for the leave, the effect the employee's absence will have on the work in the department and the expectation that the employee will return to work when the leave expires.

17.9 Parental Leave. Following successful completion of the probationary period, an Employee shall be granted a leave of absence without pay for up to twelve (12) weeks to care for a new baby. Such leave can be less than twelve (12) weeks, if so requested by the employee, or at the discretion of management more than twelve (12) weeks, depending on the needs of the facility. During the period of parental leave, the employee may choose to use accrued PTO. Parental leave must be requested at least sixty (60) days in advance. Parental leave may be granted with less than sixty (60) days notice upon approval by facility Administrator. An employee on parental leave will be returned to their same job classification and the same shift upon their return.

ARTICLE 18 - HEALTH AND DENTAL INSURANCE

18.1 Eligibility. A full time employee is eligible for employee coverage from the first month after he or she has completed the ninety (90) -day continuous employment waiting period as an active benefit eligible employee and maintains an average of thirty (30) actual hours worked per week. The thirty (30) actual hour average is achieved by maintaining one hundred and thirty (130) hours/month average based on a rolling three (3) month cycle. The employee must comply with all of the eligibility provisions found in the Medical & Dental Summary Plan Document.

18.2 Employer Contributions. The Employer agrees to continue to cover all health insurance premium costs at the percentages listed below for the duration of the contract:

Plan	Employer percentage	Employee percentage
Employee Only	81%	19%
Employee and Spouse/DP	43%	57%
Employee and Child(ren)	47%	53%
Employee and Family	37%	63%

18.3 Employee Contribution. Employees shall pay for one hundred percent (100%) of the dental insurance premium. Effective January 1, 2022 Employees who are eligible and choose to participate in the health care plan shall pay the following amounts:

MEDICAL PLAN 1	PER MONTH EMPLOYEE PREMIUM SHARE
Employee only	\$90.76
Employee + spouse/DP	\$534.71
Employee + child(ren)	\$419.09
Employee + family	\$796.65

18.4 Employee Benefits Committee. One (1) employee from each Union facility will be invited to participate in a discussion of benefit changes and options at the time when the employer is re-negotiating the terms of health insurance with brokers, insurance companies, and other entities.

18.5 Joint Legislative Work. Parties agree to work jointly to resolve affordability concerns through Oregon-based legislative solutions, such as directly passing health insurance cost increases to the Medicaid program. To the extent parties establish a cost-reimbursed minimum benefit level of health insurance and/or direct pass-through of actual Employer costs that enables all Employers to provide 100% employer-paid health insurance, parties will reopen this Agreement and bargain as expected per the legislative results.

18.6 Payroll Deductions. Employees shall authorize payroll deductions to pay for their portion of the coverage.

18.7 Employee Contributions. The Employer agrees to maintain current employee premium contribution amounts for all plans and coverage levels without change for the remainder of the current health plan year.

18.8 Employee Eligibility, Change of Hours. The Employer shall not change hours for employees for the sole purpose of limiting eligibility to health benefits coverage.

18.9 Grand-Parenting of Spousal Coverage. The Employer agrees to use best efforts to add the below language to all Collective Bargaining Agreements unless legal concerns are presented in writing that would preclude the Employer from doing so. It is the intent of the Parties to Grand-Parent Spousal Coverage if found to be legal.

“Spousal Medical Coverage. Employees, who did not elect to take the employee plus spouse coverage on or before open enrollment 2014, shall not be eligible for such coverage by the Employer. Employees, who elected to take spousal coverage on or before open enrollment in 2014, will have the option to continue that coverage. An employee currently receiving spousal coverage who drops such coverage at 2014 open enrollment will no longer be eligible for spousal coverage in the future.”

“It is expressly anticipated that otherwise eligible individuals will be eligible to enroll in Medicaid and CHIP, and that spouses who otherwise meet the requisite income tests will be eligible to receive individual subsidies under the Affordable Care Act. If, as the result of the requirements of this Article, such individuals are made ineligible for such program or credits, the Union shall have the ability to modify the Employer’s obligation to provide health coverage at the next available open enrollment opportunity in a manner that will restore such eligibility for all eligible spouses, provided the modification does not result in an increase in the cost to the Employer.”

ARTICLE 19 - 401(k) RETIREMENT SAVINGS

The Employer shall provide a 401(k) Retirement Employee Savings Plan for the term of this Agreement. The Employer will match fifty percent (50%) of the employee’s elected contribution . A summary of the plan and enrollment details is provided as Appendix D of this Agreement.

The 401(k) plan will continue with the following provisions:

19.1 Eligibility. Employees will be eligible after ninety (90) days of employment and eighteen (18) years old or older.

19.2 Employee Contribution. Employee can defer up to the maximum amount allowed by law.

19.3 Contribution Amounts. Contributions must be made in whole percent increments.

19.4 Hardship Withdrawals. Hardship withdrawals are available for the Employee under federal law..

19.5 Provider Changes. If the Employer changes 401(K) provider, then the Employer will notify the Union.

ARTICLE 20 - OTHER BENEFITS AND CONDITIONS

20.1 Incentive Programs. The Employer may, without acting in a manner resulting in individual favoritism within a job class, implement, modify or eliminate incentives to hire new employees, retain current employees, motivate employees to work as needed, encourage safe working practices, or for any other business reason, as long as the incentive program(s) was not specifically bargained for in this CBA. All incentives should be offered to members of the bargaining unit before they are offered to agency or pool employees. Any such incentive shall be offered at the sole discretion of the Employer.

20.2 Employee Referral Bonus. The Employer and the Union agree that the most abundant source of qualified applicants comes from current employees. Therefore, employees who recruit applicants that are hired by the Employer will be eligible for the following bonuses and drawings. The referral bonus outlined in Article 20.2 is a minimum guideline. Individual facilities are encouraged to expand their referral bonus program as appropriate. Each facility shall have their Employee Referral Bonus guidelines posted in the break room at all times.

20.2.1 The employee will receive a twenty-five dollar (\$25.00) (before tax) bonus upon hire of the new employee.

20.2.2 The employee will receive an additional one-hundred dollars (\$100.00) (before tax) bonus at the new employee's three (3) month employment anniversary.

20.2.3 The employee's name will be submitted in a monthly drawing held by the Employer. If the employee's name is drawn, he/she will receive fifty dollars (\$50.00) (before tax). The employee will participate in the drawing at the All Staff Meeting following the new employee's date of hire.

20.3 Continuing Education. The Employer will pay for continuing education pertaining to maintenance or advancement within bargaining unit classifications. Requests for continuing education reimbursement must be made in advance. The Employer and employee will mutually agree to payment protocol (e.g., reimburse with receipt, paying in advance, Employer directed billing).

20.3.1 The Employer shall maintain an Educational Assistance Program. The details of scholarship programs shall be posted in facility break rooms.

20.4 Meal Program. Dietary employees receive one free meal per day during shifts of duty. Employees may purchase meals for two dollars (\$2.00) per meal paid through a payroll deduction program. The cost of meals purchased will be deducted from net wages on the pay check following purchase. Employees will receive free meals served during extra shifts worked. All Employees will receive free meals served during extra shifts worked, regardless of shift. Additionally, all employees shall receive a free meal when working a Holiday shift.

20.5 Holiday Party. Employer shall work with Employees through the Labor-Management Committee or other mutually agreed upon processes in order to receive Employee input for Holiday party planning.

20.6 Certification and Renewal Fees. The Employer shall reimburse for the following: C.N.A., C.M.A., RA, CPR, and Food Handlers certification. The Employer shall reimburse Bargaining Unit Employees within 30 days of receipt for fees paid to maintain certifications required as a condition of employment in their job classifications.

**ARTICLE 21 - EMPLOYEE RIGHTS AND
JUST CAUSE CORRECTIVE ACTION**

21.1 Progressive Discipline Corrective Action Steps.

A. The Employer shall have the right to discipline, suspend, or discharge any employee for just cause per the Employer's Policies. Following the Management Rights Article, the Employer shall publish an Employee Handbook and Human Resources Policy and Procedures. Probationary employees can be disciplined or discharged for any reason and shall not have recourse to the grievance and arbitration procedure set forth in this Agreement. All disciplinary documents will identify the specific Employer policy(s) supporting the Corrective Action.

Progressive Discipline Corrective Action Steps

Step 1	Documented Verbal Warning
Step 2	Documented Written Warning
Step 3	Final Written Warning
Step 4	Termination of Employment

B. No “verbal counseling” discussion between an employee and a supervisor shall be deemed to constitute discipline under this Section. Accordingly, no such verbal counseling shall be considered a matter subject to the grievance and arbitration procedures. In contrast, a “verbal warning” shall be accompanied by a written notification placed in the employee’s personnel file. The verbal warning shall be considered part of the progressive disciplinary procedure.

- C. The Employer recognizes the concept of progressive discipline and will endeavor to utilize a progressive discipline response in cases of inadequate work performance or violation of Employers' workplace rules. However, the nature and severity of an offense will permit imposition of disciplinary action at any level of discipline up to and including discharge. In the event of a conflict, this Agreement will take precedence over Employer's work rules. An employee may be represented by a Union Steward, staff representative, or other facility Union member of their choice if they choose to be represented in meetings called by the Employer that could reasonably result in disciplinary action, provided a Union Steward is available.

- D. Whenever the Employer takes disciplinary actions against an employee, a copy of such actions will be given to the employee and the Union if requested. The Employers' policy is that employees sign the disciplinary action copy, which shall constitute only an acknowledgment of receipt and not an admission of guilt. Failure to provide such copies shall not be subject to the grievance and arbitration procedures of this Agreement.

- E. The Union, acting on behalf of any employee whom the Union believes to have been disciplined without just cause, shall have the right to appeal such discipline per the grievance and arbitration procedure set forth herein.

21.2 Progressive Discipline and Just Cause. The Employer shall have the right to maintain discipline and efficiency of its operations, including the right to discharge, suspend or discipline an employee for just cause while applying progressive discipline. The Employer's Policies outline grounds for discipline or discharge, including immediate dismissal, provided such policies are not inconsistent with this Agreement. Any probationary employee may be discharged or disciplined by the Employer in its sole discretion. No question concerning the disciplining or discharge of probationary employees shall be the subject of the grievance or arbitration procedure.

21.3 Right to Union Representation. Discipline shall be imposed only in the presence of a Union Steward, except in those cases where the Steward may not be readily available, the employee chooses not to have Union representation, or the infraction for which a suspension or termination is imposed constitutes a very "serious offense" warranting summary action (i.e., assault, attack or threat of physical violence on fellow employees or management representatives, etc.). When a Union Steward is not present in such instances, the Employer will administer discipline and not question the employee and notify the Steward as soon as possible of the action taken. The Employer will inform employees of the right to have Union representation. Employees may choose not to have representation by indicating this on a form with language mutually agreed upon by the Employer and Union.

21.4 Corrective Action Process. Suppose a supervisor has reason to issue Corrective Action to a Bargaining Unit Employee. In that case, the supervisor shall make a reasonable effort to promptly implement the Corrective Action in private. All facility employees should treat each other with respect and dignity. Suppose any communication between a supervisor and a union member may lead to Corrective Action. In that case, the supervisor will notify the member and allow a reasonable opportunity for a Union representative of the member's choice to join the subsequent discussion. During the discussion, the supervisor will inform the member why they are being investigated or issued Corrective Action while also identifying the specific Employer policy(s) supporting the Corrective Action. The supervisor may also have a witness join the conversation. In a situation involving the suspension of a member, the supervisor will also explain why the suspension will occur before the completion of the Employer's due diligence regarding the determination of the Corrective Action. Suppose a supervisor suspends a member before completing an investigation that does not substantiate the initial allegation(s). In that case, the Employer will compensate the member for scheduled workdays missed due to the suspension, per the Employer's pay practices.

21.5 Discharge and Suspension Notification. The Employer shall notify the Union in writing, via email correspondence, of any discharge or suspension within forty-eight

(48) hours (excluding Saturdays, Sundays, and holidays) from the time of discharge or suspension.

21.6 Disciplinary Record. Copies of all discipline shall be given to the employee involved and the Union Steward. An employee has the right to attach their opinions to any disciplinary record in their file.

ARTICLE 22 - PERSONNEL RECORDS

22.1 Personnel Files. Personnel files are the Employer's property. A Bargaining Unit Employee shall be permitted to examine all materials in their personnel file within three (3) working days of making such a request. The records may be reviewed in the presence of an Employer representative. The Bargaining Unit Employee may request in writing and will receive a copy of the personnel files within five (5) working days upon written request. "Working days" shall mean non-weekend/holiday days.

22.2 Disciplinary Materials and Evaluations. No Corrective Action, disciplinary material, or evaluations shall be placed in a Bargaining Unit Employee's personnel file unless the employee has had an opportunity to review, sign and receive a copy. Signing a Corrective Action form constitutes acknowledgment of the document but does not necessarily represent agreement with the Corrective Action. Refusal to sign a Corrective Action does not invalidate the Corrective Action. An Employee has the right to attach a written statement to the Corrective Action expressing the employee's views. Such a statement will be included with the Corrective Action in the employee's personnel file.

22.3 Written Communication. Employee corrective or disciplinary action written communication ("Forms") shall not be removed from an Employee's personnel file. Yet, such Forms that are more than eighteen (18) months old will not be considered by the Employer when contemplating further disciplinary action or when evaluating the job performance of the Employee under the principles of just cause and progressive discipline, unless such Forms relate to an Employee's allegations of abuse, violence,

theft, harassment, discrimination, or breaches of ethical conduct, which shall remain in effect indefinitely.

ARTICLE 23 - GRIEVANCE AND ARBITRATION PROCEDURE

23.1 Intent. The parties desire to resolve issues and conflicts informally and at the lowest level whenever possible. Employees have a right to Union Representation for any dispute arising out of this Agreement's application. The employee is responsible for obtaining a Union representation to attend any investigatory, disciplinary, or grievance meetings. To the extent possible in a timely manner, the Employer shall honor the employee's choice of representative unless such representative is involved in the dispute.

23.2 Grievance Defined. A grievance shall be defined as a claimed violation of a specific provision or provisions of this Agreement that is not expressly excluded from the grievance and arbitration procedure. Under this procedure, both the Union and the Employer can present a grievance to the other. However, the below procedure is written from the perspective of the Union submitting a grievance to the Employer. The settlement of a grievance by either party shall not constitute a precedent, unless mutually agreed to in writing. An employee may be assisted or represented by a representative of the Union at any step in the grievance procedure.

23.3 Grievance Time Limits. Time limits set forth in the following may only be extended by mutual written agreement between the Employer and the Union. A grievance regarding an employee's termination must be filed at Step 1 within ten (10) calendar days of the discharge. A grievance must be filed in writing within thirty (30) calendar days of the event giving rise to the concern or the date the event became known or should have become known to the employee. Grievances regarding employee compensation shall be deemed to have occurred at the time payment is made or at the time when the payment was due but not made if that is the contention. Grievances over an employee's eligibility for a benefit shall be deemed to have occurred when the Employer made such an employee benefit eligibility decision. Failure of the Employer to

comply with the time limits set forth in the grievance procedure shall allow the employee or Union to advance the grievance to the next step of the grievance procedure within the time frames specified herein. Time limits are important. Failure of an employee or the Union to file a grievance as defined in this Section, in a timely basis, or to timely advance such a grievance, per the time limits outlined in the grievance procedure, will constitute their formal withdrawal of the grievance.

23.4 Optional Informal Discussion. An employee is encouraged to discuss a workplace concern with their supervisor. The Open-Door Concept is for an employee and a supervisor to discuss workplace concerns together. The Open-Door Concept is an informal way of resolving problems early, preserving working relationships, and promoting a productive work environment for all employees. To facilitate open communication and promptly resolve issues, employees are encouraged to bring any work-related questions or concerns to the Employer's attention. The Employer welcomes such discussions because it allows the Employer to maintain a productive and harmonious atmosphere. Employees will not be subject to any adverse employment actions for raising good-faith concerns. Although an employee may contact any supervisor to discuss a problem or concern, the Employer recommends that employees resolve the situation first with their immediate supervisor. That person is generally in the best position to evaluate the situation and provide an appropriate solution. Suppose an employee is not satisfied with their supervisor's decision, or the employee is uncomfortable discussing the issue with their immediate supervisor. In that case, the employee may go to the person that the immediate supervisor reports to. The employee may voice all such concerns verbally. The Employer will have fifteen (15) calendar days to respond to any issue raised through the Open-Door policy.

23.5 Step 1 Grievance Presented in Writing to Administrator. Within thirty (30) calendar days after the employee knew or reasonably should have known of the cause of any grievance, an employee having a grievance, with the optional assistance of a Union representative, shall present it in writing to the Facility Administrator or authorized designee. The written grievance shall contain all of the following pertinent information:

1. the specific Article(s) of this Agreement alleged to have been violated;

2. a brief factual description of how the specific language of the identified Section(s) has been violated;
3. the date of each alleged violation of the identified Section(s);
4. the specific remedy requested for each alleged violation (i.e., if possible, describe how the grievant will be "made whole in every way");
5. the reason the response in the previous step is not satisfactory when appealing a grievance to the next step; and
6. the names of the grievant(s) and union representatives presenting the grievance.

Violations of other contract Sections cannot be alleged after the written grievance has been submitted and accepted by the other party.

The Union representative and the administrator shall arrange a mutually agreeable date to meet within fifteen (15) calendar days from the Administrator's receipt of the grievance to review and, where possible, attempt to settle the matter. The Administrator shall provide a written response to the written grievance within fifteen (15) calendar days following the grievance meeting. The Step 1 response will settle the matter unless appealed to Step 2. The written response will be provided to the employee and the union representative.

Suppose the Union has requested information from the Employer to which it is legally entitled and the Employer has not responded to the information request at least seventy-two (72) hours before the scheduled Step 1 grievance meeting. In that case, the Union shall have the option of postponing the hearing to a mutually agreeable date.

23.6 Step 2 Grievance Appeal. Suppose the Parties are unable to resolve the dispute at Step 1. In that case, the Union may appeal the grievance to Step 2. The Union has fifteen (15) calendar days from receipt of the Step 1 response or lack of response to notify the Employer's designee (e.g., Administrator's Supervisor, HR Consultant, Labor Attorney, etc.) in writing (e.g., an email) of the Union's appeal of the grievance to a step 2.

Upon receipt of the written Step 2 grievance appeal, the Employer's Designee and the Union's Designee (e.g., Steward or Union Organizer, etc.) shall coordinate a Step 2 grievance meeting. The Employer's Designated Leadership representative and the Union shall meet within fifteen (15) calendar days to conduct the Step 2 grievance meeting. The Designated Leader will provide a written response to the Union representative within fifteen (15) calendar days following the date of such meeting. The Employer's Designees' Step 2 response will resolve the matter unless the matter progresses to mediation or arbitration, as provided after this.

Suppose the Union has requested information from the Employer and the Employer has not responded to the request at least seventy-two (72) hours before the scheduled Step 2 grievance meeting. In that case, the Union shall have the option of postponing the hearing to a mutually agreeable date.

23.7 Optional Mediation. If a grievance is not resolved at Step 2, either party may request, in writing, within fifteen (15) calendar days of the Step 2 response or lack of response that the matter proceeds to mediation. The mediation process shall not interfere with the scheduling of an arbitration. Suppose the non-requesting party agrees to engage in optional mediation. In that case, the requesting party shall request a panel from the Federal Mediation and Conciliation Service ("FMCS") or another mediation group agreed to by the parties. The mediator shall be selected by alternate striking from the list until one name remains. The mediator shall have no authority to bind either party to an agreement.

23.8 Arbitration. If a grievance is not resolved at step 2 and the Parties have not entered into Mediation, the Union may appeal the issue to arbitration by providing written notice to the Employer's Designee within fifteen (15) calendar days from the date of receipt of the Employer's response, or lack thereof, to the step 2 grievance. No Party's allegation of Agreement breach or claim for relief shall be eligible for arbitration unless the Party initially presented it timely per the procedure identified in the preceding sections. After the union has notified the Employer of an appeal to arbitration, the Union will initiate the Arbitrator Selection Process.

1. Arbitrator Selection Process. Suppose the Employer and the Union have not mutually established a permanent panel of arbitrators. In that case, upon a timely demand for arbitration, the moving party must request a list within thirty (30) calendar days from the FMCS and notify the other party of having done so. The FMCS shall provide the parties with a list of nine (9) arbitrators. At least five (5) must have earned a Juris Doctor degree from the graduate program of a law school accredited by the American Bar Association. Within seven (7) calendar days after receiving the list, the parties shall select the arbitrator by alternately striking names from the list. The last remaining name shall be the arbitrator. The party proceeding first in the striking of names procedure shall be determined by a coin toss.

2. Arbitration Timelines. Once the Parties have appropriately selected an Arbitrator, they will schedule an arbitration date within sixty (60) calendar days or the earliest date that all parties are available. The Union and the Employer may, with mutual agreement, make procedural changes to the arbitration process given unique circumstances of individual cases. Before the arbitration hearing date, the Employer and Union will develop a stipulation of facts and use affidavits and other time-saving methods whenever possible. The arbitrator shall conduct the hearing in whatever manner will most expeditiously permit full presentation of the parties' evidence and arguments. Any arbitrator accepting an assignment under this Article agrees to issue an award within thirty (30) calendar days of the close of the hearing or sixty (60) calendar days if post-hearing briefs are submitted.

3. Arbitrator Award and Cost. Any dispute as to arbitrability may be submitted and determined by the arbitrator. The Arbitrator's determination shall be final and binding. All Arbitrator decisions shall be limited to this Agreement's terms and provisions. The Arbitrator shall have no authority to alter, amend, or modify the current Agreement. Unless otherwise provided in this Article, all costs, fees, and expenses of the Arbitration, including the cost of the Arbitrator, court reporter, hearing transcript (if requested by

either party or the arbitrator), and any hearing room, shall be borne by the party whose position is not sustained by the Arbitrator. If the Arbitrator sustains neither party's position in the Arbitrator's sole opinion, the Arbitrator shall assess the preceding costs to each party on an equal basis. In addition, in all arbitrations, each party shall pay its own attorney's fees and the cost of presenting its case, including any expert witnesses.

4. Grievance/Arbitration Timelines. Except as otherwise indicated, the periods and limits provided herein shall be calculated as of the date of actual receipt. All notifications under this Article shall be sent by e-mail or certified mail or delivered by in-hand service. Such periods may be extended only by mutual written agreement of the Employer and the Union. In the absence of such an agreement, the time limits shall be mandatory.

The failure of the aggrieved employee(s) or Union to properly present a grievance in writing initially, to process a grievance in any of the steps in the grievance procedure after that, or to submit the grievance to arbitration under the express time limits provided herein, shall automatically constitute a waiver of the grievance and bar all further action thereon.

The failure of the Employer to submit a response in any of the steps of the grievance procedure or to meet with the Union Representative within such periods shall not constitute acquiescence to it or result in the sustaining of the grievance. The failure to so respond or meet shall be deemed a denial of the grievance as of the expiration date of the applicable adjustment period. Should the Union desire to pursue the grievance further, within fifteen (15) calendar days of such expiration date, it may submit the grievance to the next step of the Grievance and Arbitration Procedure.

5. Email communications shall be deemed to satisfy requirements that items be "in writing." Email communications shall be considered "submitted" or "delivered" as the date-stamp on the recipient's email. Parties are responsible for verifying the accuracy of email addresses when using email for communications required to be in writing.

6 The parties agree that the arbitrator shall accept a written statement signed by a resident or patient in place of their sworn testimony. Both parties shall have equal access to such written statements. Such documents shall carry the same force and effect as if the resident, patient, or family member appeared to provide live testimony. The parties agree that neither shall call a resident or patient as a witness, and the arbitrator shall not consider the failure of the resident to appear as prejudicial.

23.9 Grievance Procedure Summary Chart

The Parties established the below chart to summarize this Article's provisions. However, the Parties understand that the Article's provisions govern in the event of a conflict with any chart content.				
Process	Submission Timeline	Submission Process	Grievance Meeting Schedule	Employer Response Timeline
Optional Informal Discussion	As soon as possible.	Verbal or written discussion with immediate supervisor or another Employer representative.	As soon as possible.	Verbal response to the grievant or Union representative within 15 calendar days of the informal discussion.
Step 1 for all other issues	Within 30 calendar days of when the issue occurred (10 calendar days for terminations) or when the employee learned about it or responded to the optional informal discussion.	Written (often via email) grievance issued to the facility administrator.	Step 1 grievance meeting must occur with the administrator within 15 calendar days of the Employer's receipt of the written grievance.	Written response to the Union and grievant within 15 calendar days of the Step 1 grievance meeting.
Step 2	Within 15 calendar days of receiving the Employer's response (or lack of response) to move a grievance from Step 1 to Step 2.	Written (often via email) notice of Step 2 escalation to HR Director.	A step 2 grievance meeting must occur with HR Director within 15 calendar days of the Employer's receipt of the Step 2 notification.	Written response to the Union and grievant within 15 calendar days.
Optional Mediation	The Union has 15 calendar days file for optional mediation.	Union notifies FMCS and the HR Director in writing	As soon as possible. Does not interfere with arbitration filing or scheduling dates.	
Arbitration	The Union has 15 calendar days to file from the Employer's response (or lack thereof) to move a step 2 grievance to arbitration.	Union notifies Employer's HR Director in writing and notifies FMCS	Within 60 days of the arbitrator's selection, or as soon as the arbitrator's schedule allows.	

ARTICLE 24. LABOR MANAGEMENT COMMITTEES

24.1 Statewide Labor Management Committee. The Parties will establish a Statewide Labor Management Committee (“SLMC”) within sixty (60) days of this Agreement’s effective date.

- The Employer, its employees, and the Union understand and agree that each aspires to provide high-quality healthcare. The Employer and employees must be committed to serving the facility’s residents by delivering the highest quality of care possible. The Parties agree and understand that high-quality resident care can be achieved if they discuss and address patient care, safety, and workplace issues together.
- The purpose of the SLMC is to evaluate the quality of services provided to residents, the quality of the working environment to retain staff by reducing turnover, staffing, and workload issues, and make recommendations for such topics.
- The Parties will primarily task the SLMC with the following: Scheduling quarterly statewide meetings to improve communication; Monitoring the proper application of facility policies, facility procedures; and this Agreement; Problem-solving strategies to improve resident care; and Addressing public policy concerns that affect nursing home operations.
- The Employer or the Union may schedule the SLMC. The Employer will pay the employees for participating in the meeting, but no more than two (2) hours quarterly.
- The SLMC will have an equal number of supervisors and employees who are bargaining-unit members.
- SLMC meeting discussion topics will include but are not limited to the following criteria and ideas identified by union members as critical to addressing the facility’s performance regarding staffing, turnover, retention, and resident care:
 - Turnover.
 - Attendance.
 - Scheduling.

- Staffing ratios for CNAs, housekeeping, CMAs, and other represented positions.
- Acuity-based staffing.
- Process improvement and technology.
- Policies and procedures that affect the job duties performed by this Agreement's job classifications.
- Opportunity for the Parties to cooperate to improve the Company's CMS "5 Star" Quality Rating.
- Opportunity for the Parties to cooperate to improve the Company's ability to be the provider of choice in each community.
- Opportunities for employees to promote high-quality customer service while working for the Company.
- The SLMC shall not engage in negotiations, nor shall the SLMC consider matters properly the subject of a grievance. The merits of individual disciplines will not be discussed at SLMC meetings but shall instead be referred to the grievance process.
- If the SLMC cannot resolve an issue, the parties may mutually agree to move to Mediation of the grievance and arbitration procedure. Mediation will be the final step.

24.2 Facility Labor Management Committee. The Employer recognizes the value of communication and input from its employees. Therefore, to nurture and encourage this communication, a Facility-specific Labor-Management Committee ("FLMC") shall be formed to discuss issues of concern and importance. Each Party may submit items for discussion at a FLMC. The Employer and the Union shall each designate their FLMC members, and the FLMC membership may vary from meeting to meeting based on the agenda items or other reasons. The FLMC will not exceed three (3) bargaining unit members and three (3) management representatives. The FLMC members shall be paid for the time of the meeting. Other bargaining unit employees may voluntarily attend on unpaid time.

Purpose: The FLMC aims to identify, discuss, and address issues surrounding the quality of resident care and employee safety constructively. The FLMC shall monitor the quality of resident services and make recommendations to improve such services in staffing and workload issues, resident care indices (e.g., falls, bedsores, wound care), and other matters directly bearing on the quality of care received by the residents. The Parties intend that the FLMC has been established to receive the employees' input only and is not intended to mean or imply that these employees have any management rights about patient care issues. The Employer maintains complete control in this regard. The Employer shall implement those FLMC recommendations that are unanimously agreed upon by the FLMC members when any such advice is consistent with the terms of this Agreement and the Employer's policies.

Meeting: The FLMC shall meet quarterly, or more frequently as desired by the Parties, on a date mutually agreed to by the Facility's Administrator and the designated Union representative unless mutually agreed otherwise. The FLMC can meet regardless of whether a Union representative is present. It is strongly encouraged for a Union steward to be in attendance at every FLMC Meeting. No less than five (5) calendar days before the scheduled meeting, the Employer and the Union representative shall provide each other with their proposed agenda items to be discussed at the meeting. Meetings shall be held at the facility and scheduled to last one (1) hour, but in no event shall they last for more than two (2) hours unless the parties mutually extend the meeting. Employee committee members shall be paid for their attendance at their straight-time hourly rate. Topics for discussion at the FLMC may include, but are not limited to:

- Resident care
- Training needs
- Staffing levels
- Staff recognition
- Staff morale
- Facility policies
- Scheduling
- The Facility's CMS "5 Star" Quality Rating and strategies to improve the rating

- The Facility's regulatory compliance results and strategies to improve such results
- The Facility's CMS Quality Measures trend for the past four quarters (e.g., ADL Decline, Long Stay High-Risk Pressure Ulcer, Weight loss, Restraints, Injurious Falls, etc.)
- Opportunity for the Parties to cooperate to improve the quality of resident care for patients being discharged from an acute hospital and joint outreach to local acute hospitals to educate and inform them of how this nursing home can become their provider of choice
- Opportunities for employees to promote high-quality customer service while working in the facility.

24.3 No Authority to Change CBA. The SLMC and the FLMC will not have any authority to bargain, modify, or reach an agreement over any terms or conditions of employment. The SLMCE and the FLMC will not have any ability to change any term of this Agreement. Yet, the SLMC may recommend that the Parties mutually amend this Agreement as unanimously agreed by each SLMC member and as allowed by this CBA. It is understood and agreed that the SLMC and FLMC deliberations and discussions shall remain confidential among the parties. Nothing said during or as part of the FLMC related to patient care shall be disclosed to any outside party. The parties agree to comply with HIPAA as amended. Under no circumstances shall the SLMC or FLMC members be required to testify concerning the operation of the SLMC or FLMC, topics discussed, positions advocated, or recommendations made.

24.4 Enforcement. This Article shall not be subject to the grievance and arbitration procedure of the Agreement except that either party may grieve or arbitrate any failure by the other party to fulfill any procedural obligation that arises under this Article.

ARTICLE 25 - MUTUAL RESPECT AND DIGNITY

All Employees are entitled to be treated with respect and dignity at all times.

25.1 Bullying. The Employer and the Union agree that behaviors that harm, intimidate or coerce individuals can contribute to an unhealthy work environment. Examples of such behavior include, but are not limited to:

1. Intimidating messages, in various forms, including written, oral, social media, etc.
2. Obscenities, profanities or vulgar verbal, written comments, images, or gestures, directed at another person.
3. Degrading and/or targeting a person or group on the basis of a personal, cultural and/or individual characteristics.

The Parties agree that such behaviors cannot be allowed in the workplace. The Parties further acknowledge that routine efforts to manage employee performance, conduct performance reviews and administer Corrective Action (Disciplinary Action) do not constitute prohibited behaviors. Neither the Employer's rights nor the Union's rights in this CBA or under law shall be abridged by this contract provision.

ARTICLE 26 - SAFETY AND TRAINING

26.1 The Employer and employees shall carry out their obligations as set forth in applicable federal, state and local laws and regulations to provide a safe and healthy work environment for its employees. The Employer shall be responsible for enforcement of such rules and regulations and of its own safety rules and regulations. Employee shall abide by all of the Employer's safety policies and procedures.

26.2 The Employer shall provide hepatitis B vaccines, flu vaccines, screening and subsequent treatment of lice and scabies during a diagnosed resident episode, TB tests, and chest X-rays (if an employee's TB test is positive) available to employees at no cost to the employee.

26.3 The Employer shall provide the equipment, materials and training to employees in order to promote a safe workplace.

26.4 In most cases, a probationary employee will not be given training duties of new employees. The Employer will endeavor to utilize employees with at least one (1) year of seniority and experience as trainers of new employees. Probationary employees will receive proper training before receiving a full assignment.

26.5 All nursing Employees shall be trained on all units of the facility during their initial training period.

26.6 CPR trainings shall be offered at least two (2) times per year at each facility and on an as-needed basis beyond that.

26.7 Continuing education opportunities for CMAs shall be offered on a regular basis at each facility.

26.8 The Employer agrees to make an effort to include multiple shifts and departments when scheduling trainings, in-services, and all-staff meetings. For example, they may offer an all staff during the 6am shift change and at 4pm so as to include NOC workers, dietary staff, etc.

26.9 In the interest of increasing staff retention, each facility agrees to make an effort to implement a mentorship program for new employees.

26.10 Employees shall receive annual staff evaluations from their direct supervisor and appropriate management staff. These evaluations shall not be tied to any monetary incentives.

26.11 All new Bargaining Unit Employees performing direct care on residents, and existing Bargaining Unit Employees promoted to any position performing direct care on residents shall receive up to five (5) days paid "hands on" training as appropriate upon

hire (i.e., based on experience and extent of subject matter expertise). This training shall be completed prior to the Employee being officially placed on the schedule.

26.12 The Union and the Employer will work cooperatively to establish additional training program(s) on the subject matter of more effectively caring for residents with behavioral and/or dementia concerns, through either the Oregon Care Partners or any other potential source of training funds. Such training held at the facility will be made available to appropriate employees, as determined by the Employer, and such employee(s) shall be paid for all Employer-authorized time spent in such training.

ARTICLE 27 - SEPARABILITY

In the event that any provision of this Agreement shall at any time be declared invalid by a court of competent jurisdiction or through government regulations or decrees, such decisions, regulations or decrees shall not invalidate the entire Agreement, it being the express intention of the parties that all other provisions not declared invalid shall remain in full force and effect.

ARTICLE 28 - SUCCESSORSHIP

1) In the event a facility is to be sold, assigned, leased or transferred, the Employer shall notify the Union in writing, at least sixty (60) calendar days prior to such transaction, subject to SEC and other applicable laws and regulations. Such notice shall include the name and address of the prospective new owner, assignee, lessee or transferee. The Employer shall meet with representatives of the Union to bargain over the effects of the transaction on bargaining unit employees, not later than forty-five (45) days prior to the transaction. No confidential business information shall be disclosed to Union at any time unless the Union agrees to suitable arrangements for protecting the confidentiality and use of such information.

2) When the Employer's notification to Union requirement is triggered above per qualified transaction, the Employer shall also notify the prospective new owner,

assignee, lessee, or transferee Successor in writing of the existence of this Labor Agreement and provide a copy.

3) The Employer agrees that, in the event that it decides to sell any facility covered under this Agreement, which facility shall continue to be operated as a skilled nursing facility, the Employer shall require as a condition of any sale that the successor operator recognize the Union as the exclusive collective bargaining agent for currently-represented employees at the facility; and further as condition of sale, the buyer shall be obligated to continue the terms and conditions of the collective bargaining agreement for a period of one hundred and twenty (120) days, in which time the successor employer has the option to notify the Union it wishes to negotiate the terms and conditions of employment during that period. If the successor employer does not exercise that option then the Collective Bargaining Agreement shall remain intact through its full term.

- a. Nothing in this provision shall require the successor employer to offer the same medical, dental or vision insurance plans, or the same retirement or 401k, or the same group life or disability plans. The successor employer may implement its own medical, dental or vision plans, retirement or 401k plan, disability plan, and group life insurance plan and may also implement its own time off plan.
- b. With regard to the medical insurance benefits, the successor employer shall offer a plan that is similar on the whole to the Employer offered plan.
- c. Nothing in this provision shall require the successor employer to continue in effect the contractual vacation and sick leave provisions provided that the successor employer offers a comparable amount of time off as the total time off amounts for vacation and sick leave contained in this Agreement.
- d. In the event that the Employer is unable to find a purchaser that is willing to purchase the facility under the terms and conditions specified herein and the

Employer is faced with closing the facility, the Employer shall notify the Union of its intent to close the facility. Upon notifying the Union, the parties shall meet within ten (10) business days to discuss the possible closure. The Employer shall provide evidence of its intent to close because the potential buyer will not purchase the facility if said buyer has to honor the “successorship” provision. Upon providing such evidence, the Employer shall be relieved of its obligation under the “successorship” provisions of the contract.

- e. The Employer shall have no responsibility or liability for any breach of the provisions of this Section by the successor employer as long as the Employer performs the obligations set out in this Article.

ARTICLE 29 COLLECTIVE BARGAINING AGREEMENT TRAINING

The Parties will schedule an in-person or virtual joint CBA Training, at each facility, within one hundred and twenty (120) days of this Agreement’s ratification date. The Parties will use best efforts to include representatives from the Employer, SEIU Local 503, and each facility-based union steward. Also, the Parties will invite a Health Care Services Group representative to participate, when contracted by the Employer. The one-time training session will be completed in one (1) hour. The Employer will compensate up to four (4) union members for the scheduled training. The purpose of this training shall be to review language within this Agreement that reflects the following:

- Changes to the former CBA’s language, policy, or procedure in this successor CBA.
- New language, policies, or procedures in this successor CBA or the Alliance Agreement.
- Review of the Parties’ plan to establish and operate FLMCs and SLMCs.

Also, the Parties will discuss any shared goals and next steps to advocate jointly for additional Nursing Home Funding or promote the facility as the employer and provider of choice in the local market.

ARTICLE 30 - STAFFING

30.1 Labor Management Committees. The Employer and Union agree to continue to discuss staffing in facility-based & Statewide Labor Management Committees. The Employer may be asked to report what they are doing to improve staffing issues on a monthly basis. The Employer and Union will discuss all efforts to improve staffing in each Labor Management Committee meeting: topics to include light duty, CMA scheduling, Enhanced Care Units and patient acuity.

30.2 Light Duty. The Employer agrees to meet at least monthly regarding issues of light duty. They shall report the relevant results of such meetings at quarterly LMCs as discussed in Article 31.

30.3 ECU/MHU/Locked Units. The Employer is committed to the principle of equitable distribution of workload and will make every effort to remedy justifiable complaints of unfair distributions of workload. Violations of this section shall not be subject to the Grievance and Arbitration provisions of this Agreement. If concerns around equitable distribution of workload are not adequately addressed at the facility level, Employees retain the right to escalate concerns to the corporate level, which may or may not include the State Labor Management Committee as detailed in Article 31.

**ARTICLE 31 – SOLE AGREEMENT, MATTERS COVERED,
AMENDMENT, STANDARDS PRESERVED, PREMIUM CONDITIONS**

31.1 Sole Agreement. This Agreement constitutes the sole and entire Agreement between the parties and supersedes all prior agreements, oral and written, and expresses all the obligations of, or restrictions imposed on, the respective parties during its term. All individual agreements, both oral and written, which may exist between the Employer and any employee in the bargaining unit, shall terminate upon the execution of this Agreement. The parties agree that this Agreement is the sole agreement concerning wages and benefits of covered employees. The existence, or later provision, of benefits not referenced in this Agreement does not create any vested rights or enforceable past practice. The Employer may provide or rescind any compensation or benefits policies or practices not expressly referenced in this Agreement at any time. Whenever exercising such discretion, Employer will notify Union in advance.

31.2 Matters Covered. All matters not covered in this Agreement shall be deemed to have been raised and properly disposed of. This Agreement contains the full and complete agreement between the parties and neither party shall be required to bargain upon any issue during the life of this Agreement, unless such bargaining of a specific issue is expressly addressed by this Agreement. The failure of either party to enforce any of the provisions of this Agreement or any rights granted by law shall not be deemed a waiver of any provision or right, nor a waiver of the party's authority to exercise such right in some way not in conflict with the Agreement.

31.3 Amendment. This Agreement can be modified or amended only by written consent of all Parties. The waiver, in any instance, of any term or condition of this Agreement or any breach thereof shall not constitute a waiver of such term or condition or any breach thereof in any other instance.

31.4 Standards Preserved. No employee shall suffer any reduction in his/her individual hourly wage rate, total amount of paid time off, nor health insurance benefits, because of coverage under this Agreement unless such reduction is expressly

addressed by this Agreement or by a written Amendment executed by the parties herein. If the State of Oregon minimum wage rate increases, any employee being paid the minimum wage shall have their compensation increased accordingly. Individuals compensated more than the minimum wage will receive no adjustment to their compensation solely because of such minimum wage rate increase(s).

31.5 Premium Conditions. It is understood that the provisions of this Agreement relating to wages, hours and conditions of work are intended to establish minimum terms for the employment of employees subject to this Agreement. The Employer is free to establish terms above the minimums contained in the Agreement, at the Employer's sole discretion, and the Employer agrees that if it pays an employee a wage rate in excess of the rates contained in this Agreement, the Employer will not subsequently reduce that employee's wage rate. The Employer will not apply this Section in an unlawful or discriminatory manner.

ARTICLE 32 – DURATION

This Agreement shall be effective as of October 1, 2021. Unless amended by the Parties' mutual written agreement, it shall remain operative and binding on the Parties until midnight September 30, 2024. Any change agreed upon by the parties shall be reduced to writing and executed by duly authorized officers or agents of the parties to this Agreement.

For SEIU Local 503

DocuSigned by:



24F64146737A445
Melissa Unger
Executive Director



Arnedia Obeketang
Bargaining Team Member



Ron Sterle (Nov 15, 2021 09:45 PST)

Ron Sterle
Bargaining Team Member

Evan Paster

Evan Paster
Senior Bargaining Strategist

For Prestige

DocuSigned by:



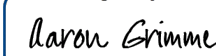
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Ryan Delamarter
Vice President/Corporate Counsel

DocuSigned by:



A0D1C198D2184D9
Megan Sarvela
Director of Human Resources

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Aaron Grimme
Human Resources Business Partner

Appendix A: Wage Proposal Effective 10/1/21

Steps	Personal Care Attendant	Hospitality Aide	NA	CNA	CMA	MHU Aide	Restorative Aide	Activities
0	\$16.50	\$16.00	\$17	\$19.00	\$20.50	\$20.00	\$20.00	\$16.00
1	-	\$16.50	-	\$19.50	\$21.00	\$20.50	\$20.50	\$16.50
2	-	\$17.00	-	\$20.00	\$21.50	\$21.00	\$21.00	\$17.00
3	-	\$17.50	-	\$20.50	\$22.00	\$21.50	\$21.50	\$17.50
4	-	\$18.00	-	\$21.00	\$22.50	\$22.00	\$22.00	\$18.00
5	-	\$18.50	-	\$21.50	\$23.00	\$22.50	\$22.50	\$18.50
6	-	\$19.00	-	\$22.00	\$23.50	\$23.00	\$23.00	\$19.00
7	-	\$19.50	-	\$22.50	\$24.00	\$23.50	\$23.50	\$19.50
8	-	\$20.00	-	\$23.00	\$24.50	\$24.00	\$24.00	\$20.00
9	-	\$20.50	-	\$23.50	\$25.00	\$24.50	\$24.50	\$20.50
10	-	\$21.00	-	\$24.00	\$25.50	\$25.00	\$25.00	\$21.00

Steps	Dining Aide	Cook	Housekeeping	Laundry	Maintenance	Central Supply
0	\$16.00	\$17.00	\$16.00	\$16.00	\$18.00	\$16.00
1	\$16.50	\$17.50	\$16.50	\$16.50	\$18.50	\$16.50
2	\$17.00	\$18.00	\$17.00	\$17.00	\$19.00	\$17.00
3	\$17.50	\$18.50	\$17.50	\$17.50	\$19.50	\$17.50
4	\$18.00	\$19.00	\$18.00	\$18.00	\$20.00	\$18.00
5	\$18.50	\$19.50	\$18.50	\$18.50	\$20.50	\$18.50
6	\$19.00	\$20.00	\$19.00	\$19.00	\$21.00	\$19.00
7	\$19.50	\$20.50	\$19.50	\$19.50	\$21.50	\$19.50
8	\$20.00	\$21.00	\$20.00	\$20.00	\$22.00	\$20.00
9	\$20.50	\$21.50	\$20.50	\$20.50	\$22.50	\$20.50
10	\$21.00	\$22.00	\$21.00	\$21.00	\$23.00	\$21.00

Steps	Personal Care Attendant	Hospitality Aide	NA	CNA	CMA	MHU Aide, RA	Activities, Dining Aide, Housekeeping, Laundry, Central Supply	Cook	Maintenance
0	18.11	17.61	18.61	20.61	22.11	21.61	17.61	18.61	19.61
1	-	18.11	-	21.11	22.61	22.11	18.11	19.11	20.11
2	-	18.61	-	21.61	23.11	22.61	18.61	19.61	20.61
3	-	19.11	-	22.11	23.61	23.11	19.11	20.11	21.11
4	-	19.61	-	22.61	24.11	23.61	19.61	20.61	21.61
5	-	20.11	-	23.11	24.61	24.11	20.11	21.11	22.11
6	-	20.61	-	23.61	25.11	24.61	20.61	21.61	22.61
7	-	21.11	-	24.11	25.61	25.11	21.11	22.11	23.11
8	-	21.61	-	24.61	26.11	25.61	21.61	22.61	23.61
9	-	22.11	-	25.11	26.61	26.11	22.11	23.11	24.11
10	-	22.61	-	25.61	27.11	26.61	22.61	23.61	24.61

Prestige wage scale October 2022

Appendix B: Letter of Agreement (“LOA”) Mutual Agreement to Initiate a Pro-Rata Retention Bonus Sharing of Facility’s Medicaid Special Reimbursement Rate Program Revenue

Suppose the Employer qualifies to receive revenue from a Medicaid Special Reimbursement Rate Program (“MSRRP”) that the Parties establish through joint political advocacy to promote desirable public policy objectives. In that event, upon mutual agreement, the Parties may engage in collective bargaining to share such qualifying MSRRP as follows.

First, the Parties will confirm that the MSRRP enables the Employer to receive time-limited supplemental Medicaid revenue outside of Oregon’s traditional approach of annually rebasing a nursing home operator’s allowable cost at the 62nd percentile. Then, solely to the extent mutually agreed by the Parties from 2022 forward, a pro-rata share shall be distributed to reward qualifying Union members per the below Steps:

1. The Employer and Union will engage in collective bargaining outside of any labor management committee to establish a duration for the MSRRP sharing and how much of the MSRRP will be shared with Union members on a pro-rata basis, if any. The Parties may agree to cap the total amount of MSRRP funds available to eligible union members under this provision. If the Parties do not reach agreement after thirty (30) days, neither will have any legal obligation to engage in any further bargaining on this subject matter.
2. The Employer and Union will convene a FLMC meeting to discuss the Facility’s receipt of MSRRP revenue that they are mutually agreeing to share on a pro-rata basis under this LOA. The discussion will include the expected duration of the MSRPP, the amount of MSRPP revenue received by the nursing home, and consensus on how the Parties will implement the following steps. Per the pro-rata distribution method, the more a union member worked during the MSRPP revenue period and the

greater seniority they have with the Employer, the more of the total available MSRPP revenue share they will receive (e.g., A C.N.A. with five years seniority earns more per hour than a C.N.A. with one year of seniority. When they both work equal hours during a MSRPP period, the C.N.A. with five years seniority will earn more of the MSRPP revenue's retention bonus because their pro-rata share of gross pay will be higher than the less senior C.N.A. for the same MSRPP period.).

3. As agreed in Step 1, the Employer will share with eligible Union members collectively the agreed upon percentage of the total qualifying MSRPP revenue received by the Employer.
4. Only Union members employed by the Employer or Employer's subcontractor when the Employer distributes the qualifying MSRPP revenue are eligible to receive a pro-rata share. Suppose the Union and a subcontractor of the Employer have entered a CBA that allows for sharing the Employer's qualifying MSRPP revenue. In that case, the Union shall notify the Employer and provide the appropriate language from the subcontractor's CBA.
5. At the Union's direction, all qualifying MSRPP revenue shall be distributed to eligible Union members on a pro-rata basis as determined by each union member's total gross wages earned during the MSRPP eligibility period for the revenue received by the Facility (e.g., April 1, 2022, through June , 2022) in relation to the total gross wages earned during the same time by all Union members who remain working for Employer and any applicable subcontractor of Employer, if any, at the time the MSRPP revenue is distributed. Within thirty (30) days of the Employer's receipt of MSRPP revenue from at least a sixty (60) day period, the Union will provide the Employer with a spreadsheet detailing how the available MSRPP funds will be distributed to the eligible Union members.
6. All MSRPP revenue distributed to eligible Union members shall be paid on the first full Employer pay period following receipt of the Union's spreadsheet that complies with Step 5 above. The Employer shall unilaterally decide whether to pay such compensation within a regular

paycheck or a unique paycheck. When paying the pro-rata retention bonus, the Employer will distribute a written notice to the eligible bargaining unit employees informing them about the MSRPP retention bonus. Such MSRPP payment document shall be jointly from the Employer and the Union to the extent the parties mutually agreed on the content. The parties agree to use best efforts to seek agreement on such a joint statement to celebrate and recognize the employee's retention bonus receipt.

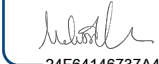

7. The Employer shall not be responsible for sharing more MSRPP revenue than described herein and all such sharing must be carried out lawfully. To the extent distributed MSRPP funds are later subject to retroactive disqualification due to a disqualifying event, the Union and Employer will offset such proportional retroactive disqualification amount against future MSRPP revenue eligible for retention bonuses under this Agreement. The parties agree to meet and confer whenever the preceding occurs.
8. Any MSRPP-derived compensation to a bargaining unit employee shall be paid directly by the Employer and shall constitute remuneration paid to the employee subject to all withholdings and totaled with all other earnings to determine the regular pay rate on which overtime pay must be based. As such, MSRPP paid under this Section shall not be subject to any Standards Preserved language appearing elsewhere in this Agreement.

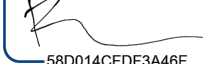

This LOA shall expire on September 30, 2024, and the Employer shall have no further obligation to share MSRPP revenue received from that date forward regardless of the performance period.

IN WITNESS WHEREOF, the parties have caused this LOA to be executed on their behalf by their duly authorized representatives as of the 28th day of September in the year 2021.

SEIU Local 503 OPEU

Prestige Care, Inc. As agent for
certain entities pursuant to a Limited
Agency Agreement

DocuSigned by:

By: 
24F64146737A445...
Melissa Unger

DocuSigned by:

By: 
58D014CFDF3A46F...
Authorized Representative
J. Ryan Delamarter,
Chief Legal officer

APPENDIX C: Letter of Agreement Regarding Certified Med Aide Positions

Between SEIU Local 503, OPEU and Prestige Care Inc.

The Employer agrees to maintain the Bargaining Unit Classification of Certified Medication Assistant Aides(s) (C.M.A.) in all SEIU represented Prestige Facilities. The assignment of medication passing duties shall be made on a facility-by-facility basis at the Employer's sole discretion. If Employer makes changes to the medication passing duties, the Employer will notify the Union sixty (60) days prior to implementing any such changes. Within thirty (30) days of any such notification, the Employer and the Union agree to hold a Labor-Management Meeting to discuss any changes contemplated by this MOU. If an Employee loses his/her CMA certification as a direct result of the Employer's decision, Employer agrees to reimburse the affected Employee up to \$500 for the cost of the class.

APPENDIX D: Attendance and Punctuality Policy

Regular and punctual attendance is an essential job requirement of all positions. Excessive absenteeism and/or tardiness of some employees can increase the workload for others, as well as impact care for our residents. Therefore, we have developed a strict attendance policy to minimize absenteeism and promote quality resident care. This policy defines excessive absenteeism, excused and unexcused absences, tardiness, and notification responsibilities. This policy recognizes that there are types of absences, such as approved leaves (i.e. FMLA, Oregon Sick Leave) that are not used for evaluation of excessive absenteeism.

Policy Definitions

Excessive

Absenteeism:

- A total of seven (7) or more non-consecutive unexcused absences in a rolling twelve (12) month period.

Unexcused Absences:

- Non-emergency absences deemed unnecessary by Prestige
- Failure to obtain supervisors' approval to leave shift early.
- Taking a day off when permission was denied
- Failure to provide the minimum notice period of an absence may result in an unexcused absence.
- No call/no show may result in termination

Excused Absences:

- An absence will be considered excused when an employee is using sick or family medical leave in accordance with FMLA, the Oregon Sick Leave Law, and other types of approved leaves.
- An absence will be considered excused when an employee has a note from a medical practitioner stating that they are unable to work.

- Any absence deemed to be an emergency situation by Prestige

Excessive Tardiness:

- A total of eight (8) or more late arrivals in a rolling twelve (12) month period.
- Employees using payroll time keeping system are given a seven (7) minute grace period and are considered late at eight (8) minutes or more beyond the scheduled work time without giving prior notification of the delay to the immediate supervisor.

Notification Responsibilities:

- All employees are to personally contact their immediate supervisor or supervisor's designee to notify of any impending absence as soon as possible, but no later than two (2) hours prior to the start of the scheduled shift.
- A doctor's note may be requested by the Employer after three (3) or more consecutive days of absence or when the supervisor reasonably believes sick leave abuse exists.
- In the event of continued absences of more than one (1) day, the employee is required to contact the appropriate supervisor to discuss the situation and the expected date of return.
- You are expected to discuss with your supervisor any problems you may have in reporting to work on time. You may be able to avoid being regarded as tardy by discussing such problems in advance.
- The Employer will evaluate all extenuating circumstances.

Corrective Action Process

Coaching

- Tardiness – three (3) or more unexcused late arrivals

- Absences – three (3) or more unexcused absences

Verbal Written

- Tardiness – five (5) or more unexcused late arrivals
- Absences – four (4) or more unexcused absences

Written

- Tardiness – six (6) or more unexcused late arrivals
- Absences – five (5) or more unexcused absences

Final Written

- Tardiness – seven (7) or more unexcused late arrivals
- Absences – six (6) or more unexcused absences

Termination

- Tardiness - eight (8) or more unexcused late arrivals will result in termination
- Absences – seven (7) or more unexcused absences will result in termination

For every sixty (60) days of perfect attendance (works scheduled shifts, no tardies, no early leaves) the oldest unexcused tardy will be removed from the tracking record. For the purposes of this paragraph, perfect attendance will take into account the previously stated exceptions.

APPENDIX E: FORMS Waiver of Right to Representation

I have been informed of my right to Union representation by a Steward in this meeting and I choose to hold the meeting without a Steward present. My signature on this form does not waive my rights for any future meetings.

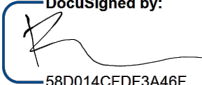
(Employee) Printed Name Signature Date

(Employer Witness) Name Signature Date

Appendix F LOA Staff Training Program

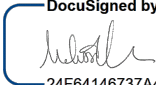
By May 1st, 2022, Prestige and SEIU will utilize the Statewide LMC to develop a unified training program for experienced staff to train newer staff. This training program may include uniform standards, a trainer selection process and additional compensation for the staff who agree to be trainers.

Signed by the Employer:

DocuSigned by:

58D014CFDF3A46F...

J. Ryan Delamarter,
Chief Legal Officer

Signed by the Union:

DocuSigned by:

24F64146737A445...

Appendix G: LOA MHU Aides

The parties, the Service Employee International Union, Local 503 (SEIU) and Prestige Care (Prestige) enter into the following agreement regarding wages foremployees working in the MHU Aide classification at the Hood River Care Center.

RECITALS

- A) Through both parties reviewing MHU wages, it was found that up to 10/1/2021 MHU aides were receiving their base wage, an additional differential of \$1.04 for working in the MHU at Hood River, and shiftdifferential pay if applicable.

- B) The context and history of the \$1.04 MHU differential is not known and is not contractually obligated either through previous agreements between the parties or through current agreements between Center for Life and Hood River Care Center.

SEIU and Prestige agree that:

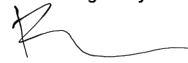
- 1. Effective 10/1/2021 the wage scale for MHU aides will be:

Step 0	\$20.00	Step 6	\$23.00
Step 1	\$20.50	Step 7	\$23.50
Step 2	\$21.00	Step 8	\$24.00
Step 3	\$21.50	Step 9	\$24.50
Step 4	\$22.00	Step 10	\$25.00
Step 5	\$22.50		

- 2. Effective 10/1/2021, considering wage scale step movement and other agreed upon increases, employees will be moved to their appropriate wage rate.


3. Effective 10/1/2021, the MHU Differential will no longer be applied to hours worked in the MHU.
4. Employees working in the MHU will be eligible for shift differential pay when applicable in accordance with the CBA between the parties.
5. If a CNA is scheduled in the MHU, they will be paid at the MHU wage step equal to their current CNA wage step. For example if a Step 5 CNA is scheduled in the MHU, they will be paid at the Step 5 MHU rate.

Signed by the Employer:

DocuSigned by:

58D014CFDF3A46F...

J. Ryan Delamarter,
Chief Legal Officer

Signed by the Union:

DocuSigned by:

24F64146737A445...

Letter of Agreement between SEIU, Local 503 and Prestige Care Inc. Regarding CNA Mentor Compensation

The parties, the Service Employee International Union, Local 503 (SEIU) and Prestige Care (Prestige) enter into the following agreement regarding CNA Mentor Compensation in unionized facilities represented by SEIU 503.

- 1) It is a goal that each center will identify a minimum of one (1) mentor per shift. Prestige will have the right to select the mentors at their individual center by following the general criteria outlined below and any framework developed through the SLMC process between SEIU and Prestige. Prestige will keep an updated list of all mentors and will be provided upon request.

Mentor Criteria:

- a) A Bargaining Unit Employee who is willing to be a mentor.
 - b) Must have successfully completed the probationary period
 - c) Preferred seniority of at least 1 year with Prestige.
 - d) Other considerations include but not limited to Performance, time management, experience, attendance.
- 2) Prestige and SEIU recognize that each new CNA will have different training needs. Prestige will be flexible in evaluating the individual training needs for each CNA.
 - a) Prestige will generally offer a minimum three (3) training shifts for each new CNA. Additional training shifts may be added as needed based on the team member's individual training needed.
 - b) Prestige will attempt to check-in with the assigned Mentor to get feedback on the team member's progress before placing the team member on the floor.
 - 3) Prestige can adjust the Mentor Program guidelines, procedures and documents as required to fit individual facilities operational needs. Prestige will notify SEIU of any changes to the program and SEIU may request to meet and confer regarding these changes at either the next facility LMC or State LMC meeting.
 - 4) This LOA establishes minimum compensation levels for mentors at Prestige facilities. Individual facilities can establish hourly compensation levels or increased bonus pay above the minimums outlined below, so long as they are applied equally to all mentors within that facility.
 - 5) Mentors will be paid an additional \$2.00 per hour for every hour worked where they are training new employees during their initial orientation.
 - a) The \$2.00 per hour increase will remain the same regardless of the number of new employees being trained during a shift.
 - b) The \$2.00 per hour increase will only be in effect on the shifts where mentors are training new employees.
 - 6) Mentors are encouraged to help retain new employees they train and will have the opportunity to achieve additional compensation through "Retention Bonus" pay for their successful efforts in doing so. The mentor will have the potential to receive the Retention Bonus for each employee for whom

they serve as the primary mentor for. Primary is defined as being the assigned mentor for a majority of a new employees 1 on 1 training shifts at the facility. To qualify for the Retention Bonus, Mentors must complete at least 2 shifts with the new employee.

- a) The parties agree that the intention is for 1 trainee to be assigned to 1 mentor for the duration of their 1 on 1 training period whenever possible.
 - b) The parties acknowledge that unforeseen circumstances could result in a trainee being assigned a different mentor during their 1 on 1 training period.
 - c) Should two mentors equally split the number of 1 on 1 training shifts for a trainee, the mentors will split the bonus payments as outlined below.
 - d) Should the Primary mentor leave the service of Prestige, the other Mentor to whom the trainee was assigned will become eligible for any remaining Retention Bonus payments
- 7) Retention Bonus pay will be awarded to the Mentor at the following amounts and milestones:
- a) \$150 bonus for 90-day retention
 - b) \$250 bonus for 180-day retention
 - c) \$300 bonus for 1-Year retention

Should the need for changes to this agreement be identified, the parties agree to utilize the State LMC process to meet and confer regarding updates to the agreement.

Signed by the Employer:

Megan Sarvela
Megan Sarvela [Feb 8, 2023 18:28 PST]
Megan Sarvela

Date: Feb 8, 2023

Signed by the Union:

Melissa Unger
Melissa Unger

Date: 1/18/2023