2021-2024

EmpRes
&
SEIU Local 503

Collective Bargaining Agreement

Expires September 30th, 2024

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Memorandum of Understanding

This Agreement is made and entered into this October 1st, 2021 by and between the following eight separate Employers:

- EVERGREEN OREGON HEALTHCARE TUALATIN, L.L.C
  - Dba- EmpRes Hillsboro Health and Rehabilitation Center
- EVERGREEN OREGON HEALTHCARE SALEM, L.L.C.,
  - Dba- Windsor Health and Rehabilitation Center
- EVERGREEN OREGON HEALTHCARE ORCHARDS REHABILITATION, L.L.C.,
  - Dba-Milton Freewater Health and Rehabilitation Center
- EVERGREEN OREGON HEALTHCARE INDEPENDENCE, L.L.C.,
  - Dba- Independence Health and Rehabilitation Center
- EVERGREEN OREGON HEALTHCARE MOUNTAIN VISTA, L.L.C.,
  - Dba-LaGrande Post Acute Rehabilitation
- EVERGREEN OREGON HEALTHCARE PORTLAND, L.L.C.,
  - Dba- Portland Health and Rehabilitation Center
- EVERGREEN OREGON HEALTHCARE VALLEY VISTA, L.L.C,
  - Dba-The Dalles Health and Rehabilitation Center
- EVERGREEN OREGON HEALTHCARE ORCHARDS RETIREMENT L.L.C.
  - Dba- Cascade Valley Assisted Living and Memory Care
  - (each separate Employer is referred to herein as “the Employer”) and Service Employees International Union Local 503, OPEU (the "Union"), acting on behalf of the employees of the Employer as defined in the recognition clause (the "employees").

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

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

For the Union: **For the Employer:**

DocuSigned by:
Melissa Unger
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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 - RECOGNITION

1.1 The separate Employers EVERGREEN OREGON HEALTHCARE TUALATIN L.L.C, EVERGREEN OREGON HEALTH CARE SALEM L.L.C., EVERGREEN OREGON HEALTH CARE ORCHARDS REHABILITATION L.L.C., EVERGREEN OREGON HEALTHCARE INDEPENDENCE L.L.C., EVERGREEN OREGON HEALTH CARE MOUNTAIN VISTA L.L.C., EVERGREEN OREGON HEALTH CARE PORTLAND L.L.C.,

EVERGREEN OREGON HEALTH CARE VALLEY VISTA L.L.C., AND EVERGREEN OREGON HEALTHCARE ORCHARDS RETIREMENT L.L.C., which all parties agree are separate Employers for all purposes and separate limited liability companies for all purposes, each agree to associate with the others 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 all employees, excluding supervisors, managers, the positions of Medical Records Director, Social Services Director, Admissions Director, RNs and LPNs and other professional employees, guards and confidential employees.

1.2 Any new classifications established during the term of the Collective Bargaining Agreement shall be subject to negotiations between the Employer and the Union.

1.3 When the Employer hires a new bargaining unit employee, it shall advise that employee in writing that there is an agreement with the Union. This notice shall quote the Union security and check-off provisions of this Agreement.

ARTICLE 2 - UNION SECURITY

2.1. 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 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.

2.2. 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.

2.3 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.

2.4 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.

2.5 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 (10^{th}) 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:

Name of employee
Job classification
Employee Identification Number
Date of Birth
Gross pay for the pay period

Regular / Base pay for the pay period
Hire date
Work phone number and email address
Work location
Home phone number and home address
Full-time, part-time, or on-call status
Regular shift (DAY, EVE, NOC)
Amount of dues deducted from regular / base pay
Amount of other deducted from regular / base pay
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.).

2.6 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.

2.7 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 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 3 - NO 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 Language in the Workplace. The Employer promotes a diverse workforce and recognizes that employees may be more comfortable conversing in a language other than English. The Employer respects the right of employees to do so. The Employer strives to balance this interest with its obligation to operate safely, efficiently, and in accordance with applicable law. Employees must have sufficient communication and language skills to enable them to perform their duties and communicate with residents, other staff, family members, and health care professionals, as required to perform the essential functions of their position.

Except when it is necessary to ensure the safe, efficient, and patient-centered care of residents, employees may speak the language of their choice. For example, English is not required when an employee is on a rest break, during a meal break, or at other non-work times. Additionally, English is not required when employees are not directly performing their job duties such as talking with coworkers while moving from one assignment to the next or while engaged in personal matters. These communications, however, must occur outside the presence of residents or family members of a residents who do not understand the language being spoken.

To operate safely, efficiently, and in accordance with applicable law there are times when the Employer requires employees to communicate or take direction and guidance in English. For example, employees must communicate in English when:

Interacting with residents, their families, or anyone acting on a resident's behalf, unless the resident's care plan unequivocally expresses a preference for communication in another language. Residents are entitled to be communicated with by staff in a language that they understand.

Promoting the safety of residents or ensuring efficient and effective operations. For example, English is required when communicating with co-workers during emergencies, when discussing patient care, or when discussing or performing teamwork assignments unless all employees involved in the discussion effectively speak and understand the same common language.
Communicating with supervisors to receive direction and instruction or when supervisors are evaluating an employee's performance monitoring and evaluating the performance of employees whose job duties require communication with coworkers or residents or their families unless all employees involved in the discussion effectively speak and understand the same common language.

To operate safely, efficiently, and in accordance with applicable law the Employer will communicate safety, facility, and security related materials to employees in English. Additionally, all team or department meetings that relate to business operations, safety, and resident care will be conducted in English.

Employees who believe a violation of this policy has occurred should notify their Department Manager, Administrator, or the VSO Human Resources Department. The Employer prohibits retaliation against any employee or witness who makes a good faith complaint about a potential violation of this policy.

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. 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.

A. 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:

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;

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

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 - 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:

To manage, direct and control its property and workforce;

To conduct its business and manage its business affairs;

To direct its employees;

To hire;

To assign work;

To transfer;

To promote;

To layoff;

To recall;

To evaluate performance;

To determine qualifications;

To discipline;

To discharge;

To adopt and enforce reasonable rules and regulations;

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;

To establish and enforce dress codes;

To set standards of performance;

To determine the number of employees, the duties to be performed, and the hours and locations of work, including overtime;

To determine, establish, promulgate, amend and enforce personal conduct rules, safety rules, and work rules;

To determine if and when positions will be filled;
To establish positions;
To discontinue any function;
To create any new service or process;
To discontinue or reorganize or combine any department or branch of operations;
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;
To establish shift lengths;
To either temporarily or permanently close all or any portion of its facility or to relocate such facility or operation;
To determine and schedule when overtime shall be worked;
To determine the number of employees required to staff the facility, including increasing or decreasing that number;
To determine the appropriate staffing levels required for the facility, including increasing or decreasing that number; and,
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.

4.1 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.

4.2 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.

4.3 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 5 - 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:

5.1 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 5.1 does not require the Union or the Employer to monitor others' social media.

5.2 Anti-Harassment. The Employer and the Union agree that behaviors that harm, intimidate or coerce employees are inappropriate and unacceptable in the 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.

5.3 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.

5.4 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.

5.5 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.

5.6 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.

5.7 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.

5.8 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.

5.9 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 6 - PROBATIONARY BARGAINING UNIT EMPLOYEES

6.1 Probationary Period. New Bargaining Unit Employees shall be on probation for ninety (90) calendar days from their date of hire.

6.2 Retainment of New Hires. The employer will make best efforts to conduct a performance assessment meeting sometime between the thirtieth (30th) and Sixtieth (60th) day of an employee's probationary period. The employee's supervisor will 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.

6.3 No Just Cause During Probationary Period. At any time during or at the end of the probationary period, the Employer may discharge any probationary employee at will and such discharge shall not be subject to the grievance and arbitration provisions of this Agreement. For part-time employees and for newly-licensed CNAs working in their first CNA positions, the ninety (90) day probationary period may be extended by a maximum of thirty (30) days at the discretion of the Employer, upon written notice to both the employee and the Union announcing that extension.

6.4 Probationary Period Seniority. Seniority shall not accrue during the probationary period. Upon the successful completion of the probationary period, an employee's seniority shall be back dated to the employee's original date of hire.

ARTICLE 7 - TEMPORARY EMPLOYEES

7.1 Temporary employees may be hired only for special projects or to replace employees on vacation or leave of absence.

7.2 Temporary employees may be hired for up to three (3) months. 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 of absence. However, after

the initial three (3) months, temporary employees shall be covered by this Agreement and shall accrue seniority from their dates of hire.

7.3 Temporary employees shall be covered by all terms of this Agreement, except that they shall not be entitled to seniority. 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.

7.4 Temporary positions shall be posted in accordance with the job posting provisions of this Agreement. Permanent employees shall have an opportunity to bid on temporary hours before they are offered to new hires. Seniority shall govern if more than one qualified permanent employee bids on a temporary position.

7.5 If a permanent employee receives a temporary position, he or she may return to his or her permanent position when the temporary position ends. The Employer may delay the date on which the permanent employee assumes the temporary position until the permanent position is filled. The delay will be no longer than twenty-one (21) days.

ARTICLE 8 - SENIORITY

8.1 Definition. An employee's seniority shall be defined as the length of time the employee has been employed in any bargaining unit classification at any EmpRes-managed facility.

8.2 Accrual.

1. Accrual of seniority begins upon an employee’s successful completion of the probationary period, and is retroactive to the employee’s date of hire.
2. Seniority shall cease to accrue but shall not be lost in the event of a layoff or leave of absence longer than three (3) months.
3. An employee's seniority shall be lost in the event of their:

a. Voluntary resignation or retirement;

b. Discharge for just cause;

c. Failure to return to work upon expiration of an authorized leave of absence; and

d. Layoff in excess of one (1) year.

8.3 Layoff. No layoff or permanent reduction in hours shall be implemented without:

1. Notifying the Union seven (7) days in advance. Such notice shall indicate the job classifications, number of hours, and employees who will be affected by the reduction in staff.

2. 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 four (4) days of the notice of layoff.

3. Probationary and temporary employees within the affected job classification shall be laid off or have their hours reduced first, without regard to their individual periods of employment. Non-probationary employees shall be laid off or have their hours reduced next in reverse order of their seniority. No more senior employee shall have his or her hours reduced as long as there is a less senior employee working hours in the same job classification on the same shift.

Low Census and Over Budget Situations. During temporary periods of low census; i.e., sudden drops in census, or at any other time when the Employer is staffed in excess of its budgeted hours for that shift, the Employer may reduce hours on a temporary basis without regard to the notification and meeting requirements as outlined in Sections C(1) and C(2) in this Article. If this becomes necessary, the Employer shall first ask for volunteers who wish to reduce their hours on a temporary basis. 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 shall have the option of using vacation, if available, or taking unpaid time. Employees may volunteer to give up whole or partial shifts. If there are no volunteers, the Employer may cancel employees' shifts or reduce hours, pursuant to the following rules:

a. The Employer may eliminate full shifts. The Employer also may shorten the length of the work shift of one or more employees per department, per shift.

b. If the Employer is going to cancel a full shift, it will cancel shifts 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.

c. No employee shall lose more than fifteen (15) hours per calendar month due to involuntary shift cancellations or reductions. If it becomes necessary to reduce hours

due to a low census situation and the least senior employee on duty has already lost fifteen (15) hours during that calendar month, the Employer shall skip that employee and move on to the next least senior employee on duty.

d. An employee who is not notified that his or her shift has been cancelled or reduced to less than three (3) hours until he or she arrives at work will be paid for no less than three (3) hours of work at his or her regular rate of pay. Such minimum guarantee 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. It shall be the employee's responsibility to keep a current telephone number on file with the Employer. Failure by the employee to do so shall exempt the Employer from such notification requirement and from the above 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 message on the employee's answering machine.

e. 1. In a low census situation lasting one (1) month or less, employees do not have bumping rights in cases of either hour reductions or shift eliminations.

2. For purposes of hour reductions, a more senior employee shall not have more hours reduced involuntarily than a less senior employee in the same shift and department.

f. If the census remains low enough to prompt shift cancellations for more than one (1) month, the Employer is barred from further shift cancellations for a one-month period and must use the layoff procedure described in Sections C(1), C(2) and C(3) of this Article above.

g. No employee will lose eligibility for benefits because of hours reductions that take place, voluntarily or involuntarily, pursuant to Section (C4) of this Article.

8.4 Bumping.

1. An employee whose hours are being cut or who is being laid off may fill any vacant position or may displace a less senior employee in any bargaining unit job classification provided that he or she has the qualifications to do the job.

2. An employee who is displaced in a layoff or has hours reduced shall also have bumping rights.

3. A laid-off employee may combine the jobs of two (2) less senior employees in the

same classification, provided there is no conflict in schedule.

8.5 Recall.

1. Whenever a vacancy occurs while employees are on layoff, laid-off employees who are qualified to fill the vacancy shall be recalled in order of seniority.
2. Recall rights shall last for one (1) year.

ARTICLE 9 - ASSIGNMENTS AND JOB POSTINGS

9.1 Employees hired before the ratification of this Agreement shall work the hours and in the classifications they worked when the Agreement is ratified. Employees hired after the date of this Agreement shall work the hours and in the classifications for which they were hired. Changes in employees' hours and/or classifications shall occur in accordance with the terms of this Agreement, including Articles 8, Seniority, 9, Assignments and Job Postings and 10, Hours and Overtime. This language shall not prevent RNAs and CMAs being assigned to CNA work on a temporary basis.

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

1. All vacancies and new positions in the bargaining unit shall be posted for a period of seven (7) calendar days. Postings shall include job classification, shift, and rate of pay.
2. Before considering applications from employees outside the bargaining unit, the Employer shall consider applications from bargaining unit employees.
3. The Employer will offer the vacancy to the bargaining unit applicant with the most seniority, provided that applicant is qualified for the position. If that employee decides not to accept the position, then the vacancy will be offered to the next most senior applicant, and so forth, until the pool of bargaining unit applicants is exhausted or the vacancy is filled.
4. 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. Employees transferring from one classification to another will undergo a thirty (30) day probationary period. If they do not pass this probation, they will return to the position they held prior to the transfer.

9.3 Employees will not be involuntarily transferred from one shift to another shift, except where necessary in situations involving layoff or department reorganization. In such situations, where transfer to another shift is required, the Employer will transfer the least senior employee, provided that such transfer is consistent with resident needs. In addition, this Section shall not preclude the Employer from offering work on another shift to employees who have been low censused on a different shift. No employee shall be involuntarily transferred to another shift with less than fourteen (14) days' notice. If, within seven (7) days after the notice, the employee represents in writing to the Employer that the employee will not be able to meet their child or family care arrangements with the directed change, then the employee will have a total of thirty (30) days from the date the move was given by the Employer to the employee to make that move.

ARTICLE 10 - STAFFING, HOURS AND OVERTIME

10.1 Employees working a shift of five (5) hours or more shall receive a thirty (30) minute unpaid meal break within the shift.

10.2 In addition, employees shall be entitled to a fifteen (15) minute paid rest period for every four (4) hours worked or major fraction thereof.

10.3 Employees shall not be called back to work during their breaks except in cases of emergency. 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 the break time.

10.4 If an employee works through all or part of his or her meal break, he or she will be paid for that time.

10.5 Work Schedule Posting & Changes. Work schedules shall be posted as early as possible, but no later than the twentieth (20th) day of the month preceding the month on the schedule. By the 20th of the month prior, 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, or 3) the employee is on an approved modified/light duty or other assignment designed to accommodate the employee's work restriction. The preceding sentence shall not preclude the Employer from following its standard call-in procedures to cover for absences, fluctuations in census, or other situations where additional coverage is needed. All requests for time off must be submitted no later than the tenth (10th) day of the month preceding the month in which the time off is requested.

10.6 An employee who works in excess of forty (40) hours in any one (1) work week shall be paid at a rate of time and one-half (1½) the employee's regular rate of pay for all time worked in excess of forty (40) hours.

10.7 Employees will be scheduled for their regular hours. For employees hired after the effective date of this Agreement, regular hours shall be defined as the hours for which they were hired or hours that they have been granted in accordance with the posting provision of this Agreement. For employees hired before the effective date of this Agreement, regular hours shall be defined as the hours they were normally scheduled to work as of the effective date of the Agreement or hours that they have been granted in accordance with the posting provision of this Agreement. This Section refers to the number of hours worked, not to either the starting or ending time of any work shift. However starting or stopping times shall not be changed without at least fourteen (14) days' notice to the employee unless there is mutual agreement for a shorter notice period. If, within seven (7) days of such notice, the employee represents in writing to the Employer that the employee will not be able to meet their child or family care arrangements with the directed change, then the employee will have a total of thirty (30) days from the date the notice was given by the Employer to make that change. In addition, this Section does not apply to "low census" or over-budget situations handled pursuant to Article 8, Seniority, of this Agreement.

10.8 Extra Shift Bonus. Any bargaining unit employee (full or part-time status) who works beyond their regular scheduled shift (at the request of management) or signs up for an extra shift posted or offered by the Employer will receive an extra shift bonus of $80 for an eight (8) hour shift. The extra shift bonus will serve as a minimum and will be prorated for hours worked.

The Employer will fill extra shifts that become available on an occasional basis as a result of short-term needs or employees' temporary absences in the following manner:

1. The Employer will post a list of open shifts as soon as they become available by the time clock, with spaces for employees to sign up for those shifts. If more than one (1) Bargaining Unit Employee signs up for the same shift, then that shift will be assigned in rotating seniority order. (Once a Bargaining Unit Employee has received a shift in this manner in a given month, then that Bargaining Unit Employee shall go to the bottom of the list for receiving such assignments in all months.)
2. If no employee signs up for the shifts, the Employer will offer the shifts to employees through verbal or telephone contact, and will make all reasonable efforts to follow seniority, but may offer the shift to on-duty employees before calling off-duty employees at home. The Employer will maintain documentation of its efforts to contact off-duty employees for thirty (30) days.
3. If a shift becomes open within two (2) hours of the shift due to a call-out or other last-minute absence, the Employer may offer shifts in accordance with paragraph two (2) above.
4. If the Employer is unable to fill shifts in accordance with sections one (1) and two (2) above, it will offer shifts to on-call employees.
5. If the Employer is unable to fill the shifts in accordance with sections one (1), two (2), and three (3) above, it will assign non-bargaining unit staff to fill the shifts or may utilize agency personnel.

10.9 An employee who is not notified that his or her shift has been cancelled or reduced to less than three (3) hours until he or she arrives at work will be paid for no less than three (3) hours at his or her regular rate of pay. Such minimum guarantee 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. It shall be the employee's responsibility to keep a current telephone number on file with the Employer. Failure by the employee to do so shall exempt the Employer from such notification requirement and from the above 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 message on the employee's answering machine.

10.10 Categories of Employees.

1. A regular full time employee shall be defined as an employee who has completed their probationary period and who regularly works at least thirty (30) hours or more per week. Full time employees are eligible for all benefits provided for in this Agreement.
2. A regular part time employee shall be defined as an employee who has completed their probationary period and who regularly works twenty (20) or more hours per week, but less than thirty (30) hours per week. Regular part time employees shall receive pro-rated benefits on the basis of hours paid related to a full time schedule. Pro-rated benefits include Vacation, Sick Leave, Holidays, Bereavement Leave, and Jury Duty. Regular part time employees are not eligible for medical, dental, life, or Supplemental Insurance Benefits.
3. An intermittent employee is any employee who works less than twenty (20) hours per week. Intermittent employees are not entitled to any benefits except premium pay for working any national holiday recognized in this Agreement. Hours worked by an intermittent employee may be either scheduled or unscheduled.
4. Upon an employee's conversion to unbenefited status (i.e. a regular full time employee or regular part time employee who begins working less than an average of twenty (20) hours per week), their previously accrued and/or earned vacation and sick hours shall not be available for utilization but will be retained or frozen should the employee return to benefited status. Upon completion of one (1) or more years of employment, available vacation hours will be payable upon termination.
5. Any intermittent employee accruing sick or vacation hours as of the date this Agreement is ratified will continue to accrue sick and vacation hours throughout the duration of this Agreement.
6. Intermittent employees shall not be utilized in a manner that takes available, non-overtime hours away from regular full-time and/or regular part time workers.

10.11 Switching Shifts. Provided that no overtime costs are incurred, employees may switch days as long as they give the Employer written notice, signed by both employees.

10.12 Despite the language or intent of any Section or Subsection of any Article in this Agreement, the Employer retains the right to implement alternative schedules (such as a "4-2 schedule") for any department with two (2) weeks' advance written notice to the Union. If the Employer implements an alternate schedule which results in the total number of scheduled hours being reduced for an employee regularly scheduled to work five (5) shifts per week by four percent (4%) or more on an annualized basis, the Employer will pay a one-time bonus under the following schedule:

1. Employees with less than one (1) year of service at the time of the change: five hundred and fifty dollars ($550).
2. Employees with more than one (1) but less than two (2) years of service at the time of the change: six hundred and fifty dollars ($650).
3. Employees with more than two (2) years of service at the time of the change: seven hundred and fifty dollars ($750).
4. The foregoing bonus will be paid out under the following timeline:
    a. The first fifty percent (50%) shall be paid in the first pay period following the change, to any eligible employee who remains on the Employer's payroll at that time.
    b. The second fifty percent (50%) shall be paid five (5) months after the first payment to any eligible employee who remains on the Employer's payroll at that time.

10.13 Scheduling Rights. The Employer shall maintain a printed, written schedule at each facility that employees can check at any time.

10.14 CMA Staffing. CMAs shall not be assigned residents for purposes of meeting minimum CNA staffing ratios . CMAs cannot be assigned residents and passing medications at the same time as is prohibited by state law.

10.15 Attendance Policy. Punctuality and attendance records are important criteria in determining continued employment. Regular and reliable attendance and coming to work

on time is an essential function of the job. Employee absenteeism negatively affects the ability of the facility to provide high-quality care to residents on a consistent basis. While absenteeism has many causes, it creates additional burdens for the employees who do report to work.

Family and Medical Leave Act/Oregon Sick Leave

Absences due to illnesses or injuries that qualify under the Family and Medical Leave Act (FMLA), or any other protected Federal, State or applicable city leave will not be counted against an employee's attendance record. Medical documentation within the guidelines of laws may be required in these instances. Situations of legitimate illness or injury as well as emergency situations will also be a consideration even if protected leave is exhausted.

ABSENCE/TARDINESS RECORDING PROCEDURES

Any employee who is unable to come to work for any reason must provide his or her Supervisor, Charge Nurse or DNS with proper advance notice, (At least 2 hours' notice). Some situations may arise in which prior notice cannot be given. In those circumstances, employees are expected to notify their supervisor as soon as possible. The following will be used to classify each incident for disciplinary action. An employee cannot be classified in more than one absentee category per incident.

1. TARDY

   An employee will be recorded initially "Tardy" if they are late reporting for a shift. Tardiness is defined as being more than 7 minutes late for a scheduled work shift.

2. ABSENT

   The status will be converted to "Absent" if more than 30 minutes of the scheduled work shift passes and the employee has not reported and does not have approval from a Supervisor.

3. NO CALL/NO SHOW

   If at the end of one hour (60 minutes) an employee still has not reported in or shown up for their work shifts, their status will convert to a "No call, No show" and the

employee may be deemed to have voluntarily resigned from employment without notice unless they can clearly demonstrate they attempted but was unable to contact their Supervisor and/or other emergency circumstance.

CORRECTIVE MEASURES & DISCIPLINARY ACTIONS

Corrective measures utilized by this program are designed to correct employee attendance. Disciplinary actions will be imposed as a result of excessive absenteeism and/or tardiness. All corrective measures/disciplinary actions should be recorded in the employee's personnel file and follow any applicable collective bargaining agreement.

Any disciplinary actions which may be imposed as a result of excessive absenteeism and/or tardiness should be based on frequency of "occurrences" rather than actual number of days involved. The six- month period is measured on a rolling backward basis.

The following rules should apply:

I. TARDINESS/LEAVE EARLY

Tardiness is defined as being unavailable for work for any period of time equivalent to more than seven (7) minutes, without prior approval of a supervisor. The following corrective measures should be applied:

A. After three (3) tardy/leave early occurrences in a six-month period, the immediate Supervisor will issue a Verbal Written Warning.

B. After five (5) tardy/leave early occurrences in a six-month period, the immediate Supervisor will issue a Written Warning.

C. After seven (7) tardy/leave early occurrences in a six-month period, the immediate Supervisor will issue a final Written Warning.

D. After eight (8) or more tardy/leave early occurrences in a six-month period, the immediate Supervisor and/or Executive Director will discharge the employee.

II. ABSENCE

The following corrective measures/disciplinary actions may be applied.

A. After three (3) absences in a six-month period, the immediate Supervisor will issue a Verbal Written Warning.

B. After five (5) absences in a six-month period, the immediate Supervisor will issue a Written Warning.

C. After seven (7) absences in a six-month period, the immediate Supervisor will issue a final Written Warning.

D. After eight (8) or more absences six-month period, the immediate Supervisor and/or Executive Director will discharge the employee.

ARTICLE 11 - COMPENSATION

11.1 Central Table Agreement Economics. 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.

11.2 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)).

11.3 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 all.ocated 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.

3.4 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.

11.4 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.

11.5 Applying Increases. Increases (determined by the formula at Central Table Negotiations) apply to all bargaining unit employee wage rates and wage scales, including those employees whose hourly wages place them over the agreed upon wage scale (i.e. topped out). By subsequent mutual written agreement, the parties may agree to increase bargaining unit members' hourly wage rates, starting rates and wage scales more than the amount(s) specified above during the term of the contract. In the event the Employer proposes to increase starting wage rates, it is understood all existing employees and all existing points of the wage scale will also be increased to ensure no existing employees will be paid less than newly hired employees with less or equal years of experience.

11.6 No Loss of Wages. Under no circumstances will any section of this Article or Agreement result in an Employee to suffer any loss in hourly wage rates.

11.7 Step Scales Rates. All bargaining unit employees shall be placed on the applicable wage scale. No employee shall be placed in-between steps., to a maximum of the 9th step, based on completed years of experience in the given job classification or other completed years of relevant experience.

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 (defined for licensed care employees such as CNAs and CMAs as licensure date) in the given job classification or other completed years of relevant experience, whichever is greater.

A CNA that acquires or has a CNA 2 certification will be placed on the wage scale in the CNA 2 job classification at the step based on the experience grid.

For example, a new CNA who has been a CNA for one and one-half (1 ½) years will be deemed to have one (1) completed year of experience and would be placed at step 1 of the applicable CNA wage scale, whereas a newly hired CNA with two (2) full years of experience would be placed at the step 2 of the applicable CNA wage scale. A CNA with fifteen (15) full years of experience and a CNA with twelve (12) full years of experience would both be placed on the 9th step of the applicable CNA wage scale. Upon execution of the new collective bargaining agreement, the parties shall have 45 calendar days to mutually assure that every bargaining unit employee is placed on their correct step of the wage scales.

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.

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. . For example, if a Dietary Aide at the 5 Year Step of the Dietary Aide scale transferred into a CNA position, he/she would be placed at the 5 year stepof the applicable CNA wage/hiring scale.

Employees Hired in above the Wage Scale: Any Employee hired who has more than nine (9)) years of applicable experience will be placed at a minimum on the top step of the wage scale.

11.8 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, motivate employees to work as needed, encourage safe working practices, or for any other business reason, as long as the incentive programs were not specifically bargained for in this Agreement.

11.9 Pay-in-Liu-of-Benefits (PIB). Current employees who have PIB/PILM will maintain their status (Grandfathered). New employees are not eligible for the PIB/PILM option. Employees that are Grandfathered in their PIB/PILM status can only choose to opt out of the benefit during the time of annual open enrollment period for medical/health insurance, unless there is a qualifying event (marriage, divorce, new child or death of a spouse), at which time they can switch. Once the choice to opt out of Grandfathered status is made and implemented, the employee is not eligible to re-enter PIB/PILM status.

11.10 Paychecks. Paychecks will be available to employees by 9:00 a.m. on payday 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. If a payday falls on a Saturday, Sunday, or Monday Holiday, paychecks will be available at 9:00 AM the preceding Friday.

11.11 Accruals. Employees' earned vacation hours and available sick hours will be printed on employees' paychecks.

11.12 Certification Payment. The Employer shall pay to maintain certifications required as a condition of employment in employees' job classifications, provided that the paperwork is submitted in a timely way. If employees do not submit the necessary paperwork in a timely way and pay the certification fees themselves, the Employer will reimburse employees for these costs. Employees are encouraged to submit the

paperwork in advance of relevant deadlines so that the Employer may make direct payment to the certifying agency.

11.13 Promotions. In the event that a bargaining unit employee is promoted from one classification to a higher paid classification, the employee shall move to the equivalent step in the new classification based on their current step on the wage scale. No employees shall have a reduction in wages.

11.14 Shift Differentials. The Employer will keep the shift differentials that are currently in place for each Nursing Center. These shift differentials will serve as a minimum benefit. If the Employer changes the benefit, then the Employer will notify the Union of the change. The Union reserves the right to discuss shift differentials with the Employer directly, at facility labor management committees or the statewide labor management committee.

Hillsboro	Weekend Shift Differential	$.20c an hour Friday NOC through PM Sunday
La Grande	CNA NOC Shift Differential	$1.00 an hour
Milton Freewater	CNA & Restorative Aide	$1.00 an hour for PM, $.50c an hour for NOC
Independence	CNA	$1.50 an hour for PM and $2.00 an hour for NOC
Portland	CNA & CMA	.25c an hour for PM and .50c an hour for NOC
Windsor	CNA & Restorative Aide	.50c an hour for PM

11.15 Longevity Bonuses. The intent behind longevity bonuses is to decrease employee turnover and incentive long-term employees to continue their employment with EmpRes Healthcare. Bargaining Unit Employees shall receive the following longevity bonuses, to be paid on the first payday after the employee's anniversary date.

Longevity Bonus After Passing Anniversary Date (i.e. Hiring Date)	Bonus Value
1st Anniversary	$100
3rd Anniversary	$300
5th Anniversary	$500
8th Anniversary	$800
10th Anniversary	$1000
15th Anniversary	1500
20th Anniversary	$2000

In order to implement this new longevity benefit, by December 1st, 2021, the Employer shall pay out the longevity bonuses to each employee whose anniversary date falls in-between the 10th, 15th and 20th year steps. Examples:
An 11 year employee will receive the $1,100 bonus on December 1st, 2021.
A 16 year employee will receive the 15th year, $1,500 bonus on December 1st, 2021.
A 18 year employee will receive the 15th year, $1,500 bonus on December 1st, 2021.
A 22 year employee will receive their 20th year, $2,000 bonus on December 1st, 2021.

ARTICLE 12 - HOLIDAYS AND PERSONAL DAYS

12.1 The following six (6) days shall be considered holidays:

1. New Year's Day.
2. Memorial Day.
3. Independence Day.
4. Labor Day.
5. Thanksgiving Day.
6. Christmas Day.

12.2 If an employee who celebrates a holiday not on the list in Section (A) above requests that day off, the Employer will make all reasonable efforts to grant that request.

12.3 Holidays off shall be scheduled in an equitable manner, taking into consideration

the interests of the employees and the needs of the residents.

12.4 If a regular full-time or regular part-time employee works on a holiday, except for New Years Day, Labor Day, Christmas and Thanksgiving, he or she will receive time and one-half (1½) his or her regular rate of pay for all hours worked on the holiday. If a regular full-time or regular part-time employee works on New Years Day, Labor Day, Thanksgiving or Christmas, he or she will receive double his or her regular rate of pay for all hours worked on the holiday. To be eligible for the holiday premium pay, employees must work their regularly scheduled shift before and after the holiday.

12.5 Paid Personal Day. Regular full time and regular part time employees shall be entitled to one paid personal day of up to 8 hours per year that must be used within the calendar year. This benefit shall be pro-rated for part time employees. Employees must have completed their probationary period to be eligible for a personal day. Personal days shall be scheduled by mutual agreement between the Employer and employee. The personal holiday is not a vested benefit, therefore if not utilized, it is not payable upon termination of employment.

ARTICLE 13 - VACATIONS

13.1 Regular full-time and regular part-time employees shall be entitled to vacations with pay based on the following accrual rates:

1. Year 1 – .0192 hours per compensated hour (maximum forty (40) hours).
2. Years 2-4 – .0385 hours per compensated hour (maximum eighty (80) hours).
3. Years 5 and above – .0577 hours per compensated hour (maximum one hundred and twenty (120) hours).
4. Employees shall accrue vacation hours during their first year of employment, but such vacation hours shall not vest or be available to utilize until after the employee's first (1st) anniversary date. Thereafter, vacation shall be available and vests as it is accrued on a per-pay-period basis.

13.2 Vacation schedules shall be established taking into account the wishes of the employees and the needs of the Employer. Where there is a conflict in choice of

vacation time among employees, seniority shall prevail.

13.3 Employees shall request no later than the tenth (10th) of the month for the following month. Vacation will be granted on a first-come, first-served basis. If two (2) or more requests for the same time off are received within a twenty-four (24) hour period, then the request shall be granted based on seniority. If vacation is requested in advance, the Employer will approve or deny the request in writing within one (1) week. Such requests shall not unreasonably be denied

13.4 An employee may request vacation time with less advance notice. Such vacation requests will not be unreasonably denied.

13.5 An employee who resigns, is laid off, or is terminated after at least one (1) year of employment shall be entitled to be paid out all unused vacation time.

13.6 Employees who have been employed at least one (1) year may cash out up to forty (40) hours of earned vacation time per year. Such cash out requests can occur one (1) time per year during the employee's work anniversary month.

13.7 An employee may carry over from one (1) calendar year to the next a maximum of one and one-half (1½) his or her annual vacation allotment.

13.8 Employees may donate up to twenty (20) hours of vacation to another employee who has suffered a hardship if the receiving employee has been employed a minimum of one (1) year and has used all of his or her earned vacation and sick time. Donated vacation hours are paid at the receiving employee's rate of pay. Donated vacation hours are not cashed out.

ARTICLE 14 - SICK LEAVE

14.1 Regular full-time and regular part-time employees shall accrue sick leave at the rate of one (1) hour for every thirty (30) hours of work, up to a maximum accrual of forty-eight (48) hours per year. Unused sick hours may accumulate up to a maximum of one hundred seventy-six (176) hours. Employees must have completed ninety (90) days of employment before paid sick leave may be taken.

14.2 Sick leave is not a vested benefit; therefore, there is no payout of unused sick hours upon termination of employment.

14.3 Employees may use sick time to care for immediate family members who are ill. "Family member" means an employee's spouse, domestic partner, custodial parent, non-custodial parent, adoptive parent, foster parent, biological parent, stepparent, parent-in-law, a parent of an employee's domestic partner, an employee's grandparent or grandchild, or a person with whom the employee is or was in a relationship of in loco parentis. "Family member" also includes the biological, adopted, foster child, or stepchild of an employee or the child of an employee's domestic partner. An employee's child in any of these categories may be either a minor or an adult at the time qualifying leave is taken.

14.4 Pay for any day of sick leave shall be at the employee's regular rate of pay.

14.5 Employees shall not be required to find their own replacements if they call out sick.

14.6 An employee who leaves work early due to illness may use sick leave for the hours of his or her scheduled shift that were not worked, provided the employee is eligible to use sick leave for the shift.

14.7 The Employer may require proof of illness when an employee is out sick for more than three (3) consecutive work days. The Employer will reimburse the employee for the cost of the doctor's visit if the cost is not covered by health insurance. If the employee is covered by health insurance, the Employer will reimburse him or her for the

cost of the visit only if it is not paid by the insurance carrier. Certificates required for employees returning from leaves covered by Article 16 – Unpaid Leave are exempt from the reimbursement requirement of this provision.

ARTICLE 15 - PAID LEAVE

Employees, after their probationary period, shall be entitled to paid leave as follows:

15.1 Bereavement Leave. An employee shall be paid her/his regular rate of pay for up to three (3) scheduled working days absence in the event of the death of an immediate family member. For the purpose of this Article, "immediate family" shall include the employee's child, parent, spouse, sibling, grandparent, grandchild, corresponding "step" relations, in-law relations, or domestic partner. An additional two (2) days of unpaid leave may be granted if travel of more than two hundred and fifty (250) miles (one way) is required. Employees may choose to use available vacation or sick pay for two (2) additional days.

15.2 Jury/Witness Duty Leave. An employee who is called to serve as a juror, or who is subpoenaed as a witness in any court in any situation involving EmpRes Healthcare shall receive her/his regular pay minus her/his pay as a juror or witness for each work day while on jury duty or while in court as a witness up to a maximum of fifteen (15) paid days.

ARTICLE 16 - UNPAID LEAVE

An employee who has completed their probationary period shall be eligible for an unpaid leave in accordance with the following:

16.1 Non-Work-Related Disability Leave. Employees who are disabled due to injuries, illness, or pregnancy will be eligible for disability leave of up to six (6) months. Leaves for more than six (6) months may be granted at the discretion of the Employer.

16.2 Work-Related Disability Leave. Employees who are disabled due to work-

related injuries or illnesses will be granted leaves of absence for the entire period of their disability.

16.3 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. Such compliance shall run concurrent with any other rights offered by the language of this Agreement.

16.4 Military Leave. Leaves of absence for the performance of duty with the US Armed Forces or with a reserve component shall be granted in accordance with applicable law.

16.5 Union Leave. A 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. No more than one (1) employee at a time per facility shall be out on union leave.

16.6 Other Leaves. Leaves of absence without pay for other reasons will not be unreasonably denied by the Employer.

16.7 Return From Leave of Absence. Upon return from leave of absence granted under Sections A through E of this Article, an employee shall be reinstated to his or her former position with seniority. Upon return from leave of absence granted under Section F of this Article, an employee shall be reinstated to his or her former position with seniority provided that the leave is fourteen (14) days or shorter. If the leave exceeds fourteen (14) days, the employee shall be reinstated to his or her former position with seniority if the position is available. If the position is not available, the employee shall be reinstated to the next available position in his or her job category. This language shall not prohibit the Employer, at its discretion, from holding the position of an employee on a Section F leave for more than fourteen (14) days.

ARTICLE 17 - MEDICAL AND DENTAL INSURANCE

17.1 Medical Insurance. The Employer will maintain substantially equivalent medical insurance benefit levels, including deductibles, and employee co-payments, until healthcare benefits are provided by the Oregon Long Term Care Healthcare Trust.

The Employer will pay eighty percent (80%) of the applicable medical insurance premium each month for employee-only coverage only.

The remainder of the premium costs will be paid by the employee in an amount that shall not exceed ninety-eight ($98) dollars per month for the high deductible plan. Employees will pay the full premium costs for any dependent coverage. Employees' contributions will be made on a pre-tax basis.

17.2 Dental Insurance. The Employer will continue to make available a dental plan to its employees. Any premiums for such plan shall be paid by the employee.

ARTICLE 18 - RETIREMENT

The Employer shall continue to offer the 401(k) plan in effect as of the effective date of the Agreement, under the terms and conditions contained in the Summary Plan Description governing that plan as of that date.

ARTICLE 19 - EMPLOYEE RIGHTS AND JUST CAUSE CORRECTIVE ACTION

19.1 Disciplinary Process.

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.

Corrective Action Steps

Step 1	Documented Written Warning
Step 2	Documented Written Warning #2
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.

19.2 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.

19.3 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.

19.4 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.

19.5 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.

19.6 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 20 - PERSONNEL RECORDS

20.1 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.

20.2 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.

20.3 Personnel File. 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 21 - GRIEVANCE AND ARBITRATION PROCEDURE

21.1 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.

21.2 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.

21.3 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 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.

21.4 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.

21.5 Step 1 Grievance Presented in Writing to Administrator. A grievance regarding an employee's termination must be filed at Step 1 within ten (10) calendar days of the discharge. 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.

21.6 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.

21.7 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.

21.8 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.

21.9 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	Within 30 calendar days of when the issue occurred (10 calendar days for terminations)	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 of the informal discussion.
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 a step 2 grievance 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 22 - SEPARABILITY

If any part of this Agreement is against any current laws or laws passed in the future, that part of the Agreement shall be superseded, but all other parts of the Agreement shall remain in effect.

ARTICLE 23 - LABOR MANAGEMENT COMMITTEES

23.1 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.

23.2 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.

23.3 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.

23.4 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 24 - MUTUAL RESPECT AND DIGNITY

All employees are entitled to be treated with respect and dignity at all times. If it becomes necessary to discipline or counsel an employee, the Supervisor issuing

the discipline or counsel shall do so in private.

ARTICLE 25 - SAFETY AND TRAINING

25.1 The Employer shall carry out its 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.

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

25.3 The Employer shall provide employees with information and education about residents' infectious diseases appropriate to the employees' positions. Employees understand that such information is confidential and should not be disclosed to anyone except as provided for in the Employer's policies and procedures.

25.4 The Employer shall make hepatitis B vaccines, flu vaccines, TB tests, and chest x- rays (if an employee's TB test is positive) available to employees at no cost to the employee.

25.5 No employee shall be required to work on, with, or about an unsafe piece of equipment or under an unsafe condition. This language may only be invoked after an employee discusses the matter with his or her supervisor and, if disagreement still exists, with the Executive Director or, in the absence of the Executive Director, with his or her designee.

25.6 The Employer will provide at least four (4) trainings per year (one (1) per quarter) up to forty five (45) minutes in length on the following topics, which may be adjusted based upon discussions at the Labor Management Committee (LMC). Trainings may be done on paper if mutually agreed to by the LMC. Trainings may include, but not limited to:

- Resident transfer issues/mechanical lifts
- Oxygen tanks and catheter training
- Ambulating and making a bed with a resident in it.
- Handling behavioral residents (Portland Center)

Each training will be provided on a day, evening and night shift (three (3) trainings per topic) and will be on paid time. Trainings shall be scheduled by the LMC.

Attendance for training is voluntary.

Alternative training topics the second (2^{nd}) year will be chosen if agreeable to both parties.

There will be flexibility on training topics and number of trainings for the ALF's and other work areas such as dietary, housekeeping, etc.

25.7 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.

25.8 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 26 - NO STRIKE/NO LOCKOUT

26.1 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.

26.2 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.

26.3 Employees who participate in a strike in violation of this Article will be subject to discipline up to and potentially including termination.

26.4 In the event of a violation of the no-strike provision, the Union will:

1. Publicly disavow such action by the employees;
2. Notify the employees of its disapproval of such action and instruct such employees to cease such action and return to work immediately; and
3. Post notices on Union bulletin boards advising that it disapproves of such action and instructing employees to return to work immediately.

26.5 In recognition of the unique partnership between the Union and the Employers 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 27 - SUCCESSORSHIP

27.1 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.

27.2 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.

27.3 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 28 - SUBCONTRACTING

28.1 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.

28.2 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.

28.3 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.

28.4 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.

28.5 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: Healthcare Services Group, Inc. (HCSG) was provided a copy of the Collective Bargaining Agreement by and between all EmpRes facilities represented by SEIU Local 503 and SEIU Local 503 for the period of October 1, 2021, to September 30, 2024 (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. HCSG has reviewed the CBA and is aware of its provisions. HCSG 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.

28.6 Memorandum of Agreement Between Union and Sub-Contractor.

"**MEMORANDUM OF AGREEMENT**

It is now agreed by and between Health Care Services Group ("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 EmpRes at all facilities represented by SEIU Local 503. 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, 2024, between the Union and all EmpRes facilities represented by SEIU Local 503 for the Employer's Housekeeping and Laundry employees (if any) employed at all EmpRes facilities represented by SEIU Local 503, 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. HCSG subcontracted employees do not have access to the EmpRes's 401k program. Instead, these employees may utilize HCSG's Employee Stock Purchase Plan.
    g. HCSG's work week will run from Sunday to Saturday and the employee will be paid on a bi-weekly schedule.

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 District Manager.
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 October 1st, 2021 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 EmpRes 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 HCSG 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 and EmpRes, for Employer's Housekeeping and Laundry employees (if any) employed at all EmpRes facilities represented by SEIU Local 503.

Health Care Services Group	SEIU Local 503 OPEU
Matthew Voight Matthew Voight (Feb 9, 2022 13:59 PST)	DocuSigned by: Melissa Unger 24F64146737A445...
Name Matthew Voight	

EXHIBIT 1

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

ARTICLE 29 - SOLE AGREEMENT, MATTERS COVERED, AMENDMENT, STANDARDS PRESERVED, PREMIUM CONDITIONS

29.1 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.

29.2 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.

29.3 Amendment. This Agreement can be modified or amended only by written consent of all Parties. The waiver, in any instance, or 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.

29.4 Standards Preserved. No employee shall suffer any reduction in their 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).

29.5 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 30 – 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.

ARTICLE 31 - 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.

SIGNATURES

For SEIU Local 503

DocuSigned by:
Melissa Unger
24F641467374445...
Melissa Unger
Executive Director

Donna Ferguson
Bargaining Team Member

Young Henderson
Young Henderson (Dec 6, 2021 20:56 PST)

Young Henderson
Bargaining Team Member

Evan Paster

Evan Paster
Senior Bargaining Strategist

For EmpRes

Cindy Cour
Cindy Cour (Dec 6, 2021 15:18 PST)

Cindy Cour
Vice President of Human Resources

Appendix A: Wage Scales Effective 10/1/21

Steps	NAT	CNA	CMA & CNA 2	RA
0	$17.00	$18.00	$21.50	$18.32
1	-	$18.54	$21.85	$18.87
2	-	$19.10	$22.20	$19.44
3	-	$19.67	$22.55	$20.02
4	-	$20.26	$22.90	$20.62
5	-	$20.87	$23.25	$21.24
6	-	$21.50	$23.60	$21.87
7	-	$22.15	$23.95	$22.53
8	-	$22.81	$24.30	$23.21
9	-	$23.49	$24.65	$23.91

Steps	Dietary Aide	Dietary Cook	Housekeeping & Laundry	Activities
0	$15.55	$16.05	$15.55	$15.55
1	$15.90	$16.40	$15.90	$15.90
2	$16.25	$16.75	$16.25	$16.25
3	$16.60	$17.10	$16.60	$16.60
4	$16.95	$17.45	$16.95	$16.95
5	$17.30	$17.80	$17.30	$17.30
6	$17.65	$18.15	$17.65	$17.65
7	$18.00	$18.50	$18.00	$18.00
8	$18.35	$18.85	$18.35	$18.35
9	$18.70	$19.20	$18.70	$18.70

Cascade Valley ALF/RCF		
Steps	**Caregiver**	**Med Tech**
0	$17.00	$17.50
1	$17.35	$17.85
2	$17.70	$18.20
3	$18.05	$18.55
4	$18.40	$18.90
5	$18.75	$19.25
6	$19.10	$19.60
7	$19.45	$19.95
8	$19.80	$20.30
9	$20.15	$20.65

LETTER OF AGREEMENT BETWEEN SEIU LOCAL 503 AND EVERGREEN OREGON HEALTH CARE TUALATIN L.L.C, EVERGREEN OREGON HEALTH CARE SALEM L.L.C., EVERGREEN OREGON HEALTH CARE ORCHARDS REHABILITATION L.L.C., EVERGREEN OREGON INDEPENDENCE L.L.C., EVERGREEN OREGON HEALTH CARE MOUNTAIN VISTA L.L.C., EVERGREEN OREGON HEALTH CARE PORTLAND L.L.C., EVERGREEN OREGON HEALTH CARE VALLEY VIEW L.L.C., AND EVERGREEN OREGON HEALTH CARE VALLEY VISTA L.L.C., EVERGREEN OREGON HEALTHCARE CORVALLIS L.L.C., EVERYGREEN OREGON HEALTHCARE ORCHARDS RETIREMENT L.L.C.

The parties agree that in some cases, employees who work on-call schedules receive an hourly differential for hours worked on-call.

In the event that such an employee moves from an on-call position to a regular schedule, the parties shall meet to discuss an appropriate wage for the employee. The parties shall take such factors as prior experience in both Evergreen and non-Evergreen facilities, past across the board wage increases vs. starting wage increases, the level of benefits that the employee chooses to participate in, and other relevant factors into account.

In the event that the parties are unable to reach agreement over an appropriate wage, nothing in this Letter of Agreement shall prevent the employee from filing a grievance or taking any other legal action.

LETTER OFAGREEMENT BETWEEN SEIU LOCAL 503 AND EVERGREEN OREGON HEALTH CARE TUALATIN L.L.C, EVERGREEN OREGON HEALTH CARE SALEM L.L.C., EVERGREEN OREGON HEALTH CARE ORCHARDS REHABILITATION L.L.C., EVERGREEN OREGON INDEPENDENCE L.L.C., EVERGREEN OREGON HEALTH CARE MOUNTAIN VISTA L.L.C., EVERGREEN OREGON HEALTH CARE PORTLAND L.L.C., EVERGREEN OREGON HEALTH CARE VALLEY VIEW L.L.C., AND EVERGREEN OREGON HEALTH CARE VALLEY VISTA L.L.C., EVERGREEN OREGON HEALTHCARE CORVALLIS L.L.C., EVERYGREEN OREGON HEALTHCARE ORCHARDS RETIREMENT L.L.C.

The Parties agree that the Employers listed above shall provide Regence Life and Accidental Death & Dismemberment Insurance to all full time bargaining unit employees in the amount of $10,000. The Employers shall pay the full cost of such insurance.

In addition, full time bargaining unit employees may choose, at their option, to purchase additional Supplemental Life Insurance, Long Term Disability Insurance, Short Term Disability Insurance, Critical Illness Insurance, and/or a Vision Plan. Employees opting for such additional coverage shall be responsible for the full cost of such additional coverage. Payment shall be made through payroll deduction.

This coverage shall be in effect as of June 1, 2007. This Letter of Agreement shall be in effect for the life of the current Collective Bargaining Agreements.

LETTER OF AGREEMENT BETWEEN SEIU LOCAL 503 AND EVERGREEN OREGON HEALTH CARE TUALATIN L.L.C, EVERGREEN OREGON HEALTH CARE SALEM L.L.C., EVERGREEN OREGON HEALTH CARE ORCHARDS REHABILITATION L.L.C., EVERGREEN OREGON INDEPENDENCE L.L.C., EVERGREEN OREGON HEALTH CARE MOUNTAIN VISTA L.L.C., EVERGREEN OREGON HEALTH CARE PORTLAND L.L.C., EVERGREEN OREGON HEALTH CARE VALLEY VIEW L.L.C., AND EVERGREEN OREGON HEALTH CARE VALLEY VISTA L.L.C., EVERGREEN OREGON HEALTHCARE CORVALLIS L.L.C., EVERYGREEN OREGON HEALTHCARE ORCHARDS RETIREMENT L.L.C.

House Keeping Proposal

LOA's

The parties agree to incorporate all Letters of Agreement into the appropriate articles of the collective bargaining agreement. Where there is not mutual agreement to incorporate the LOA into the main section of the contract, the LOA shall continue as an addendum.

Typos

The parties agree to fix any mutually agreed upon typographical errors found in the contract.

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

By: DocuSigned by: Melissa Unger 24F64146737A445...

EmpRes

By: Cindy Cour Cindy Cour (Feb 2, 2022 15:07 PST)

Total Economic Package Formula per Central Table Agreement

2021-2025 SEIU Responsible Employers Total Economic Package Formulas	Year 0	Proj Year 1	Proj Year 2	Total	Daily Average
	7/1/21	7/1/22	7/1/23		
	Projection is based on 4 Year Average Medicaid Cost Growth (FY 2016-2020) & 12 Year Average P-tax Growth				
2017 Bargaining (annual rebase)		Projected	Projected		
Projected Medicaid Rate	$359.28	$402.39	$421.66		4.79%
Provider Tax Paid on Every Patient	$27.44	$28.47	$29.54		5.05%
Net Medicaid Rate	**$331.84**	**$373.92**	**$392.12**		
Projected % Rate Increase		12.68%	4.87%	17.55%	8.77%
Projected $ Rate Increase		$42.08	$18.20	**$60.28**	**$30.14**
Projected Cumulative Rate Increase		**$42.08**	**$60.28**		
Projected Economic Package		$2.20	$0.95	**$3.15**	$1.58
% of Projected Economic Package		**100.0%**	**100.0%**		
Every $1 increase in daily Medicaid rate equals $1.26 increase in BU Pay-benefits/Day ($.052/hr over 24 hrs)		**$0.052**	**$0.052**		
Actual Net Medicaid Rate	**$331.84**	**$373.92**	**$392.12**		
Actual % Rate Increase		12.68%	4.87%	17.55%	8.77%
Actual $ Rate Increase		$42.08	$18.20	$60.28	$30.14
Actual Cumulative Rate Increase		$42.08	$60.28		
Major Risks:	*Annual rebasing; Annual change in Provider tax rate either reducing or increasing net Medicaid; ACA implementation Cost; Lose Managed Medicaid Exemption; Continued extraordinary operating cost related to the pandemic.*				
8% Trigger	**8%**	$3.37	$4.82		
Risk Corridor-High		$45.45	$65.10		

Risk Corridor-Low		$38.71	$55.46		
Trigger?		no	no		
Over		$0.00	$0.00		
Under		$0.00	$0.00		
Risk Adjust Remaining Difference	**5.23%**	$0.00	$0.00		
Ceiling		$2.11	$2.11	**$4.22**	**$2.11**
Projected Economic Package		$2.20	$0.95	**$3.15**	**$1.58**
Maximum Risk adjusted Economic Package		$2.38	$1.20	**$3.58**	**$1.79**
Minimum Risk Adjusted Economic Package		$2.03	$0.70	**$2.73**	**$1.36**
Floor		$0.35	$0.35	**$0.70**	**$0.35**
Revised Rate Increase		$2.20	$0.95	**$3.15**	**$1.58**
Apply Ceiling		$2.11	no		
Apply Floor		no	no		
Actual Rate Increase with Ceiling/Floor, if applicable		$2.11	$0.95	**$3.06**	**$1.53**