



# Collective Bargaining Agreement

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Between

SEIU Local 503, OPEU

And

Dakavia Management, Inc

Expires September 30<sup>th</sup>, 2024

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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**

This Agreement is by and between Dakavia Management, Inc, (the "Employer") and Service Employees International Union Local 503, OPEU (the "Union"), acting on behalf of the Bargaining Unit Employees (the "Employees") as defined below.

**1.1 Employees Covered By Agreement.** The Employer recognizes the Union as the sole and exclusive bargaining agent for all full-time and regular part-time certified nursing assistants, cooks, dietary aides, activities assistants, maintenance assistants, and certified medication aides, but excluding all supervisors, managers, department supervisors, and confidential employees, even if that person is currently the only person in the department, and all licensed nurses. Excluded positions include but are not limited to Dietary Manger, Business Office Manager, Social Services Director, Medical Records Director, Activities Director, Maintenance Supervisor, Housekeeping/Laundry Supervisor, Director of Nursing, Resident Care Mangers, Licensed Practical Nurses, and Registered Nurses.



**1.2 New Employee Notice.** 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. The notice will be included in the employee's new hire packet.

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

## **ARTICLE 2 - UNION SECURITY**

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

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

**2.3 Deductions and List Information.** 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.

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.

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

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.).

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.

**2.4 Hold Harmless.** The Union will indemnify and hold harmless the Employer with respect to any asserted claim or obligation or cost of defending against any such claim or obligation of any person arising out of the Employer 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**

Privacy Rights: Department of Homeland Security, Immigration, and Customs Enforcement ("I.C.E.")

**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 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.

**3.3 Languages.** In order to operate safely, efficiently and consistently with the rights of facility residents, English shall be used in resident care areas and common areas typically occupied by residents and family members, unless the resident or family members are conversant in a foreign language and wish to communicate with staff in that language. For instructional purposes in resident care areas, languages other than English may be used with consideration for facility residents and family members. The rule to communicate in English does not apply to employee break rooms, casually-exchanged greetings, or casual conversations between employees except when such conversations occur in resident care areas or other common areas where residents converge.

**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:

- a) will not take any adverse action against any employee listed on the notice, including firing, laying off, suspending, retaliating, or discriminating against any such employee, solely because of the receipt of a no-match letter or another discrepancy;
- b) will not require employees listed on the notice to bring in a copy of their Social Security card for the employer’s review, complete a new I-9 form, or provide new or additional proof of work authorization or immigration status solely because of the receipt of a no-match letter; and
- c) will not contact the SSA or any other government agency solely due to a no-match from the SSA.

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

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

To the extent permitted by law, the Employer shall not discipline, discharge, or discriminate against any employee because of national origin or immigration status or because the employee is subject to immigration or deportation proceedings. To the extent permitted by law, an employee subject to

immigration or deportation proceedings shall not be discharged solely because of pending immigration or deportation proceedings, so long as the employee is authorized to work in the United States.

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

Suppose an employee does not provide adequate proof of authorization to work following their probationary or introductory period and the Employer terminates their employment, for solely that reason. In that case, to the extent permitted by law, the Employer will use its best efforts to reinstate the employee to their former position, if available, upon the employee providing proper work authorization within twelve (12) months from termination. If such employee needs more than one (1) year to provide such authorization to work, to the extent permitted by law, the Employer will rehire the employee into the next available opening in their former classification, as a new hire without seniority, upon the employee providing the authorization within twenty-four (24) months from termination. Such rehired employees will be subject to a further ninety (90) day probationary period.

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

#### **ARTICLE 4 - MANAGEMENT RIGHTS**

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

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

1. To manage, direct and control its property and workforce;
2. To conduct its business and manage its business affairs;
3. To direct its employees;
4. To hire;
5. To assign work;
6. To transfer;
7. To promote;
- 8.
9. To layoff;
10. To recall;
11. To evaluate performance;
12. To determine qualifications;
13. To discipline;
14. To discharge;
15. To adopt and enforce reasonable rules and regulations;
16. 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;
17. To establish and enforce dress codes;
18. To set standards of performance;
19. To determine the number of employees, the duties to be performed, and the hours and locations of work, including overtime;



20. To determine, establish, promulgate, amend and enforce personal conduct rules, safety rules, and work rules;
21. To determine if and when positions will be filled;
22. To establish positions;
23. To discontinue any function;
24. To create any new service or process;
25. To discontinue or reorganize or combine any department or branch of operations;
26. 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;
27. To establish shift lengths;
28. To either temporarily or permanently close all or any portion of its facility or to relocate such facility or operation;
29. To determine and schedule when overtime shall be worked;
30. To determine the number of employees required to staff the facility, including increasing or decreasing that number;
31. To determine the appropriate staffing levels required for the facility, including increasing or decreasing that number; and,
32. 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 & 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 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.

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**5.3 Union Information.** The Employer will:

1. Furnish and install at least one (1) bulletin board in each employee break room or each facility for posting of 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 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 for the purpose of storing materials such as 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/or a shelf, installed by the Employer on the wall of the break room for the purpose of keeping internal Union information including, but not limited to, Union election nomination forms and ballots, grievance forms, membership surveys, etc.

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

per shift. Such calls shall not interfere with resident care. If Bargaining Unit Employees request time off to attend steward training, the Employer will make every effort to approve such requests considering operational needs. Bargaining Unit Employees requesting time off to attend steward training will make every effort to comply with the Employer's policy for requesting time off.

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

**5.6 Daily Stipend for Joint Lobby Days.** The Employer will designate two (2) days per calendar year to grant leave time for employees participating in lobby days. 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 time spent in conjunction with such approved lobby days. The stipend 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 does not 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.

**57 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.

**5.8 All Staff Meetings.** When the Employer holds its regularly scheduled All Staff Meetings at the facility, a Union Representative. 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 PERIOD**

**6.1 Probationary Period.** All employees within the unit covered by this Agreement who are hired on or after the effective date hereof shall be subject to a probationary period of ninety (90) calendar days commencing with the first day of work for the Employer. For part-time employees, employees who have successfully completed a nursing assistant class but lack certification, as well as newly certified CNAs, the probationary period will be 120 days. For on-call employees, probationary time will be 450 hours.

**6.2 Probationary Period Seniority.** Seniority shall not accrue during the probationary period. Upon the successful completion of the probationary period, employee's seniority shall relate back to and be calculated from his date of hire.

**6.3 No Just Cause During Probationary Period.** At any time during the probationary period, the Employer may layoff, discharge, or discipline probationary employees with or without cause. The Employer's action with respect thereto shall not be subject to the Grievance and Arbitration provisions of this Agreement.

## **ARTICLE 7 - TEMPORARY BARGAINING UNIT EMPLOYEES**

**7.1** Temporary Bargaining Unit Employees may be hired where the Employer reasonably perceives at the time of the hiring that the work will be of a temporary nature, or to replace Bargaining Unit Employees on vacation or leave of absence.

**7.2** Temporary Bargaining Unit Employees may be hired for up to four (4) months. The Union should be notified when temporary Bargaining Unit Employees are hired. If a temporary employee is

hired to replace an employee on leave of absence, the four (4) month period may be extended for the length of the approved leave of absence. Non-paid volunteers and non-paid interns earning school credits shall not be considered Bargaining Unit Employees, temporary or otherwise, and shall not be subject to this Agreement.

7.3 Temporary Bargaining Unit Employees shall not be covered by any of the terms of this Agreement, and shall be treated for all purposes as outside of the Bargaining Unit and as unrepresented Bargaining Unit Employees. 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 If a permanent Bargaining Unit Employee receives a temporary position, he or she may return to his or her prior position when the temporary position ends, if that prior position is available. If it is not available, that employee shall receive a position equal in wage.

## **ARTICLE 8 - SENIORITY**

**8.1 Definition of Seniority.** A Bargaining Unit Employee's seniority shall be defined as the length of time the employee has been employed in any bargaining unit classification at any Dakavia-managed skilled facility. Accrual of seniority begins upon an employee's successful completion of the probationary period, and is retroactive to the employee's date of hire.

### **8.2 Accrual of Seniority.**

1. Accrual of seniority begins upon a Bargaining Unit 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. A Bargaining Unit Employee's seniority shall be lost in the event of their:
  - a. Discharge for just cause.
  - b. Voluntary resignation or retirement unless the bargaining unit employee is hired and relocated to another Dakavia facility covered by a collective bargaining agreement with SEIU 503, within three (3) months of a voluntary resignation.

c. Failure to return to work upon expiration of an authorized leave of absence; Layoff in excess of twelve (12) months.

d. Acceptance of a non-unit or other supervisory or management position with the Employer which removes the employee from the bargaining unit and converge of this Agreement except those employees who return to their unit position within sixty (60) days of their acceptance of the non-unit position. However, if an employee returns to their unit position within six months of acceptance of a non-unit or supervisory position, the employee shall regain their seniority upon completion of three (3) months back in the unit.

**8.3 No Bridging of Seniority.** Except as specifically provided above, an employee whose seniority is lost for any of the foregoing reasons shall be considered a new employee if he/she is again hired by the Employer and such individual shall be subject to the probationary period provided in this Agreement. However, if an employee who has lost seniority by reason of section 8.4 is rehired into the bargaining unit within eighteen (18) months of the date such seniority was lost, that employee shall regain their prior accumulated seniority upon the satisfactory completion of three (3) months of service from the date of rehire.

**8.4 Layoff.** Should it become necessary for the Employer to reduce its work force, the Employer shall follow the layoff process as defined below. No Layoff shall be implemented without:

1. Notifying the Union thirty (30) days in advance. Such notice shall indicate the job classifications, number of hours, and Bargaining Unit Employees who will be affected by the Layoff;
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 fifteen (15) days of the notice of Layoff.
3. All employees who are scheduled to be laid off shall receive at least fourteen (14) calendar days advance written notification thereof from the Employer, by personal delivery or by certified or registered mail (return receipt requested). In the event no notice or less notice is provided, the Employer shall pay the difference, at straight-time rates of pay not to exceed

eight (8) hours per day, between the day of actual notice provided and the fourteen (14) day notice required. The Employer shall notify the Union when layoff notices are being given, and shall bargain about the effects of the layoff decision. Any and all disagreements by and between the parties regarding such effects bargaining, however, shall not be subject to the Grievance and Arbitration articles and neither party may engage in conduct in violation of the No Strike/No Lockout article of this Agreement.

4. Probationary and temporary Bargaining Unit Employees within the affected job classification shall be laid off first without regard to their individual periods of employment. Non-probationary Bargaining Unit Employees shall be laid off next in reverse order of their seniority. No more senior employee shall be laid off as long as there is a less senior employee working hours in the same job classification on the same shift.

**8.5 Reduction of Hours.** A reduction in hours shall not be considered a Layoff. During temporary periods of low census, the Employer shall reduce hours in the following manner:

1. The Employer shall first ask for volunteers who wish to reduce their hours. If there are multiple volunteers, then the Employer will accept volunteers in rotating seniority order, starting with the shift's most senior employee. Once all employees have had an opportunity to volunteer, the next volunteer will again be the most senior employee.

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

3. Bargaining Unit Employees who volunteer to reduce their hours or who have had their hours reduced have the option of using Paid Time Off, if the Bargaining Unit Employee has earned Paid Time Off. If the Bargaining Unit Employee has not earned Paid Time Off then the Bargaining Unit Employee will not be paid for time not worked.

4. Should a facility's census fall and the number of employees exceed required staffing levels for more than ninety (90) days, the Employer agrees to meet and confer with the Union regarding the impact of continuing reduced hours or the possibility of layoff.



5. No Bargaining Unit Employee will lose eligibility for benefits because of hours reductions that take place, voluntarily or involuntarily, unless s/he is scheduled (on the posted monthly schedule) for an average of less than (30) hours per week for more than (2) straight months.

6. If Bargaining Unit Employees lose two (2) shifts or fifteen (15) hours in a calendar month due to low census, the Union and Employer agree to meet to discuss the impact of continuing hours being cut and addressing concerns around hours reduction and implementation of layoffs sooner than ninety (90) days. The Union and Employees shall be notified of the need for such a meeting by the Employer in writing five (5) days prior to the posting of the new monthly schedule.

### **8.6 Bumping.**

1. A Bargaining Unit Employee whose hours are being cut or who is being laid off may fill any vacant position or may displace a less senior Bargaining Unit Employee in any job classification provided that he or she has the qualifications to do the job. A Bargaining Unit Employee who is displaced in a Layoff or has hours reduced shall also have bumping rights. In the event an employee who is in a higher-paid job classification bumps into a lower-paid job classification, s/he will be placed on the new job classification wage scale step based on years of service and experience as defined in Article 11- Wages.

### **8.7 Recall.**

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

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

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

4. The Employer shall notify any Recallables in writing of the Recallables' option to return to employment no less than seven (7) calendar days prior to when the Employer desires that the Recallable Employee(s) return to employment. The Recall notice shall be in the form of Exhibit B of this Agreement. These Recallables shall have twenty-four (24) hours from receipt of the Recall Notice sent by registered mail by the Recallable to indicate unequivocally that

the Recallable will return to employment (“Yes Notice”). If the Recallable fails to provide the Yes Notice, then that Recallable has irredeemably waived their Recall rights.

## **ARTICLE 9 - ASSIGNMENT AND VACANCIES**

**9.1 Job Description.** The Employer at its discretion may create job descriptions for the positions within the unit. The job descriptions are not intended to limit employees in the performance of work or to limit the Employer in its assignment of work; they are intended to describe general expected activities. Employees may be asked to perform any tasks for which the Employer deems them qualified. When it is necessary to ask Employees to work in different job classifications than which they are scheduled, unless there is an emergency, the Employer will exhaust all other means to call in like classified staff. When employees are asked or assigned to work in different job classifications, the Employer will communicate with employees to ensure there is clear understanding of job duties and expectations. Whenever an employee is working in a higher paid classification, the employee shall be paid at the rate of the higher classification.

**9.2 Job Class and Shift Assignments.** Bargaining Unit Employees shall work in the job classifications and on the shifts for which they were hired or onto which they have been transferred in accordance with the terms of this Agreement.

**9.3 Filling Job Vacancies.** 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 including at least one weekend day. Postings shall include classification, shift, and rate of pay. “Posted” or “Postings” may include use of an internet or other computer-based job posting and/or screening system, but must include a physical posting in the facility, including a posting on the Union bulletin board that Stewards will have an opportunity to post on day one of the seven (7) calendar days described above. If no Steward is available or working that day, Management will post the vacancy or new position on the Union bulletin board. If an employee is on vacation or leave of absence when a job is being posted and has notified their supervisor of their interest in a particular shift or position, then he/she shall either be contacted while on vacation or leave of absence or allowed to apply for the shift/position upon their return.

2. The Employer will offer the vacancy to the qualified bargaining unit applicant with the most seniority at the facility provided that applicant is qualified for the position. If that Bargaining Unit 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.

3. The Employer may then offer the position to a person outside the bargaining unit if that person is qualified.

## **ARTICLE 10 - HOURS OF WORK, BREAK PERIODS & OVERTIME**

**10.1 Full-Time, Part-Time, On-Call Status.** Full-Time is defined as employees who are routinely scheduled and work an average of thirty (30) or more hours per week. Part-Time is defined as employees who are scheduled for and work an average of less than thirty (30) hours per week. On-Call is defined as employees who are not scheduled. For Non-Nursing Services/ Ancillary Staff (including but not limited to Housekeeping, Laundry, Dietary and Maintenance staff), the Employer will make all reasonable efforts for Full-Time employees to not be reduced to less than six (6) hours per shift or 30 hours per week.

**10.2 Hours of Work.** The Employer in its discretion shall determine the number of regular work week and regular workday shifts needed, their starting and ending times, the number of employees within the classification required to staff each regular work week and regular workday shift which have been so scheduled, and the assignment of employees to said shifts. The regular work week and regular workday shifts set by Employer shall not be construed as a guarantee to an employee of any specified number of hours of work either per day or per week or as limiting the right of the Employer to fix the number of hours (including overtime) either per day or per week for an employee.

**10.3 Employer Right to Determine Staffing & Layoffs.** Nothing contained in this Article shall be construed as a limit on the Employer's right to determine appropriate staffing levels or to layoff employees.

**10.4 Work Schedule Posting and Changes.** Work schedules shall be posted as early as practical, but no later than the twenty-fifth (25<sup>th</sup>) day of the month preceding the month on the schedule. Once work schedules are posted, the Employer must give Bargaining Unit Employees fourteen (14) days'

notice if changes are to be made to the schedule, unless affected Bargaining Unit Employees approve changes. The Employer may give less than fourteen (14) days' notice if changes to the schedule are needed for an unforeseen emergency or unanticipated circumstances arise that necessitate a prompt summoning of staff and changes to the schedule. Solely avoiding overtime payment to employees or Employer convenience will not be considered an unforeseen emergency or unanticipated circumstance. The assignment of overtime hours before the regular starting time or after the regularly scheduled finishing time of the shift shall not constitute a change in shift.

If the Employer makes a permanent change to an employee's schedule, and the employee can represent to the Employer prior to the fourteen (14) day required period in writing that the Bargaining Unit Employee will not be able to meet the Employee's child or family care arrangements with the directed change, then the Bargaining Unit Employee will have thirty (30) days from the date the move was given by the Employer to the Bargaining Unit Employee in order to make that move.

**10.5 Draws & Paychecks.** All employees shall be paid on the pay schedule currently in practice. If the Employer modifies its pay schedule, employees shall not be without pay for a period of longer than seventeen (17) days and the Union shall receive at least thirty (30) days notice of such change. Employees who have completed her/his probationary period may request up to two (2) draws in a twelve (12) month period that would begin at the time of the first draw based upon unusual or emergency circumstances, and such requests shall not be unreasonably denied. The Employer will provide the draw check in four (4) business days, excluding holidays and payroll processing days.

**10.6 Work Week.** The current work week is defined as Sunday from 12 am through Saturday at 11:59 pm. If the Employer changes the work week it shall provide the Union and employees with at least two (2) weeks advanced notice of the change.

**10.7 Breaks.** Employees working a shift of six (6) hours or more shall receive a thirty (30) minute unpaid meal break within the shift. In addition, employees shall be entitled to a fifteen (15) minute paid rest period for every four (4) hours worked or major fraction thereof. Employer will use its best efforts to ensure that the meal and rest periods are uninterrupted. If an employee works through all or part of his or her meal period, he or she will be paid for that time. An employee shall have breaks indicated on the assignment sheets as scheduled and assigned by each employee's supervisor. An employee must be instructed by supervisor to work through all or part of a break period.

**10.8 Extra Shifts More Than Seven Days.** The Employer will fill extra shifts that become known to Employer at least seven (7) days in advance of that shift by posting a list of open shifts with space for Bargaining Unit Employees to sign up for those shifts. If more than one Bargaining Unit Employee signs up for the same shift, then that shift will be assigned to the competing Bargaining Unit Employees 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.) If no Bargaining Unit Employee signs up for the shifts at least two (2) days prior to the shift, then the Employer may assign those shifts pursuant to Section 10.9 of this Article.

**10.9 Extra Shifts Less Than Seven Days.** Extra Shifts that are not filled at least seven (7) days before the shift will be filled pursuant to this Section. The Employer will fill extra shifts (“extra or additional shift” shall be defined as any work time beyond a Bargaining Unit Employee’s regularly scheduled shift) that become available on an occasional basis as a result of short-term needs or Bargaining Unit Employees’ last minute or temporary absences in the following manner:

The Employer will have options available to fill extra shifts that include but are not limited to: filling the position with on-call employees, non-bargaining unit employees, and agency and/or staffing company employees.

Bargaining Unit Employees that voluntarily perform work outside their designated scheduled shift shall receive an extra shift bonus of a minimum of the flat fee of \$50 dollars.

The Employer shall not remove any employee from their regular work schedule in order to avoid to pay the extra shift premium.

1: Any earned shift bonuses shall not be revoked after the bonus shift has been completed, unless the employee misses any of their next three (3) scheduled shifts.

2: Extra shift bonuses will be paid out within the pay period it was worked.

Any ineligibility can be waived for mitigating circumstances such as sickness with doctor's note, low census, FMLA, domestic violence cases, catastrophic home and health circumstances, and anything that is protected by law.

Unfilled shifts or shifts that became available with less than twenty-four (24) hours' notice, shall be filled in the following manner:

1. **On-Duty Volunteers.** The Employer may ask all on-duty staff for volunteers, to fill open shifts in a rotating seniority order. In the event no on-duty or on-call staff volunteer the Employer will use the sign-up list process below.
2. **Sign-Up List.** Upon posting of the schedule, the Employer shall post a sign-up list for a minimum of five (5) days for employees who are interested in being called to fill last-minute shifts in the next month. The Employer will use the list outlined above to call employees in rotating seniority order. The Employer will document calls made from the list. If employees do not answer the call, the Employer shall move through the list.
3. In the event that the Employer has exhausted the above process, bargaining unit employees will be requested to work based on their seniority and on a rotating basis.

**10.10 Scheduling Weekends Off.** Weekends off will be scheduled by the Employer in an equitable manner.

**10.11 Scheduled Regular Hours.** Bargaining Unit Employees will be scheduled for their regular hours, which shall be defined as the hours for which they were hired, or the hours that have been adjusted, altered, changed or modified in accordance with this Agreement.

**10.12 Call-Off.** If a Bargaining Unit Employee who reports to work when on the posted schedule is not needed by the facility, he or she will receive work for four (4) hours of her/his shift or a minimum guarantee pay of four (4) hours, unless the employee volunteers off.

During periods of low census when the Employer needs to call off an Employee or Employees and the Employer is aware prior to the beginning of the next shift that an Employee will need to be called

off, the Employer will follow the process defined in Article 8, Seniority, Section 8.5 and will give Employees at least three (3) hours' notice by phone before the starting time that the Employee is scheduled to report for work.

**10.13 Notice for Shift Absence.** Bargaining Unit Employees who do not provide four (4) hours' notice to their supervisor prior to being absent for a scheduled shift, but do call in prior to the shift, shall be considered an unexcused absence and may be subject to discipline, up to and including termination. Notice shall be considered made if: (1) the employee can credibly provide the name of the person notified; (2) the employee can credibly provide the time of the notification; and (3) the person notified is either the Bargaining Unit Employee's immediate supervisor or a person who would naturally be expected (by the nature of their position) to inform the immediate supervisor in a timely manner. The Bargaining Unit Employee shall not be disciplined if s/he was unable to give this notice due to serious accident or injury rendering her/him unable to communicate with Employer.

**10.14 Work Schedule Posting & Changes.** Employee work schedules shall be posted at least seven (7) calendar days prior to the beginning of the schedule/beginning of the month. Once posted, an employee's schedule may only be changed: 1) with the employee's consent, 2) in the event of an emergency that necessitates a prompt summoning of staff and the change in schedule, or 3) the employee is on an approved modified/light duty or other assignment designed to accommodate the employee's work restrictions.

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

**10.15 Switching Shifts.** Provided that no overtime costs are incurred, and patient care is not adversely affected, Bargaining Unit Employees may switch days as long as they give the Employer written notice signed by both employees and approved by Staffing Coordinator / Designee.

**10.16 CMA Staffing.** It is the intent of the Employer that CMAs not be assigned residents for purposes of meeting minimum staffing ratios; unless an emergency staffing need arises. If an emergency staffing need arises, and a CMA is called upon to do CNA work, s/he will not be required to do both CNA and CMA work at the same time and will not see a reduction in her/his hourly CMA rate of pay.

**10.17 Complimentary Meals for Double Shifts.** Employees who are scheduled or asked to volunteer by the Employer to work back-to-back shifts (a “double shift”) may request and shall receive a complimentary meal from the facility kitchen at the time of the shifts worked. This meal will be the same meal by the kitchen to residents.

## **ARTICLE 11 - COMPENSATION**

**11.1 Vacation and Sick Time on Paychecks.** Bargaining Unit Employees’ earned vacation and sick time will be printed on paychecks.

**11.2 Paychecks.** Paychecks will be available to Bargaining Unit Employees by 9:00 am on payday without preconditions. A Bargaining Unit 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, checks will be available by 9:00 am the preceding Friday. If a payday falls on a Sunday, checks will be available by 9:00 am the succeeding Monday. Over the duration of this Agreement, the Employer agrees to explore the feasibility of establishing the option of direct deposit for employees. The Employer will provide updates to the Labor-Management Committee.

**11.3 Shift Differentials.** Bargaining Unit Employees who work on evening (2nd) shift at Fernhill or Pacific Health shall receive a fifteen cent (\$.15) per hour differential for the hours worked during that shift. In addition, any Bargaining Unit Employee who works during the NOC (3rd) shift at Fernhill or Pacific Health shall receive an additional twenty-five cent (\$.25) per hour differential during that shift.

**11.4 Attendance Reward.** All Employees who work all their scheduled shifts shall receive an attendance bonus of twenty-five cents (\$.25) per hour for all hours worked during the month. This bonus is predicated upon the following criteria being met:

1. Employees must arrive at work on time for every shift.
2. Employees may not clock in more than seven (7) minutes prior to the scheduled shift.
3. Employees may not clock out more than seven (7) minutes after the scheduled shift without prior approval from the supervisor.
4. Employees must complete all scheduled shifts unless prior approval is given otherwise.



5. Employees must attend the monthly scheduled all-staff and department meetings, which will be scheduled in conjunction with one another on the same day, unless prior approval is given by the Administrator or her/his designee.

Employees who are excused from meetings or shifts with prior approval from the Administrator or her/his designee shall remain eligible for the bonus. Such approval shall not be unreasonably denied.

**11.5 Hiring Scale 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 top step, based on completed years of experience in the given job classification or other completed years of relevant experience.

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.

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.

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

**11.7 Hiring Rates.** New employees hired 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. 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 9<sup>th</sup> 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.

**11.8 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.

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.

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

<b>Longevity Bonus After Passing Anniversary Date (i.e. Hiring Date)</b>	<b>Bonus Value</b>
1st Anniversary	\$100
2nd Anniversary	\$200
3rd Anniversary	\$300
5th Anniversary	\$500
8th Anniversary	\$800
9 <sup>th</sup> Anniversary	\$900
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.

**11.10 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.

**11.11 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 (62<sup>nd</sup> 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 1<sup>st</sup> 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 1<sup>st</sup>, the parties shall enter the fiscal year's daily Medicaid Rate and the long-term care assessment effective the preceding July 1<sup>st</sup> 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. 1<sup>st</sup> upon Employer's receipt of the new annual Medicaid Rate.

**Section 2. Amount of the Cumulative Total Economic Package Spent Annually.** The Employers agree to spend the CTEP as follows. Each October 1<sup>st</sup> from 2022 and subject to adjustment by application of Section 1, the Employer shall annually spend one percent (100%) of the calculated Cumulative Total Economic package (i.e., projected to be two dollars and twenty cents (\$2.20)) on

wage scale increases, other compensation-related pay programs (e.g., shift differentials, recruitment incentives, sign-on bonuses, etc.), or additional negotiated economic costs (e.g., benefit improvements such as contributing more toward each member's total health insurance cost)).

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

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

- 3.2 Effective October 1, 2022, per the CTEP annual increases, the Employer agrees to add a minimum of thirty-five cents (\$0.35), a projected two dollars and twenty cents (\$2.20), the calculated CTEP, or a maximum two dollars and eleven cents (\$2.11) per hour increase to bargaining unit wage and benefits. The specific allocations shall be as bargained at Company Bargaining Tables. Amounts bargained to be allocated to wage increases shall be applied to each member's regular hourly rate of pay, starting rates and wage scales, wage grids, or wage matrix (where applicable), except as the parties may otherwise agree at the Company Bargaining Tables. Effective October 1, 2022, all employees shall be increased to the next step on the wage scale. Additionally, effective October 1, 2022, all employees and all steps of the wage scale shall receive the remaining CTEP annual increases as defined in the Central Table Agreement minus the value of step increases negotiated in each employer's individual wage table. For example, if the CTEP annual increase effective October 1, 2022, is one dollar (\$1.00) per hour and the difference between wage steps on the Employer's wage table is fifty cents (\$0.50), then all employees and all steps of the wage scale shall receive an additional fifty cents (\$0.50) per hour increase. Employees at or above the top step of the wage scale shall receive the full amount of the CTEP annual increase (in this example, a topped-out employee's wage would be increased by \$1.00 per hour). Under no circumstances will any section of this Article or Agreement result in an Employee to suffer any loss in hourly wage rates.
- 3.3 Effective October 1, 2023, per the CTEP annual increases, the Employer agrees to add a minimum of thirty-five cents (\$0.35), a projected ninety-five cents (\$0.95), the calculated Cumulative Total Economic Package, or a maximum two dollars and eleven cents (\$2.11) per hour increase to bargaining unit wages or benefits. The specific allocations shall be as

bargained at Company Bargaining Tables. Amounts bargained to be allocated to wage increases shall be applied to each bargaining unit member's regular hourly pay rate, starting rates and wage scales, wage grids, or wage matrix (where applicable), except as the parties may otherwise agree at the Company Bargaining Tables. Effective October 1, 2023, all employees shall be increased to the next step on the wage scale. Additionally, effective October 1, 2023, all employees and all steps of the wage scale shall receive the remaining CTEP annual increases as defined in the Central Table Agreement minus the value of step increases negotiated in each employer's individual wage table. For example, if the CTEP annual increase effective October 1, 2023, is one dollar (\$1.00) per hour and the difference between wage steps on the Employer's wage table is fifty cents (\$0.50), then all employees and all steps of the wage scale shall receive an additional fifty cents (\$0.50) per hour increase. Employees at or above the top step of the wage scale shall receive the full amount of the CTEP annual increase. Under no circumstances will any section of this Article or Agreement result in an Employee to suffer any loss in hourly wage rates.

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 1<sup>st</sup>. 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 1<sup>st</sup>,



the subsequent October 1<sup>st</sup>'s entire \$0.45 and \$0.30 of the following October 1<sup>st</sup>'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.

**11.12 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.

## **ARTICLE 12 - HOLIDAYS AND PERSONAL DAYS**

**12.1 Holidays.** The following days shall be recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas.

**12.2 Equitable Scheduling of Holidays Off.** Holidays off shall be scheduled in an equitable manner.

**12.3 Premium Pay on Holidays.** If a Bargaining Unit Employee works on Thanksgiving or Christmas Day, s/he will receive double her/his regular rate of pay for all hours worked. If a Bargaining Unit Employees works on any other holiday, s/he will receive 1 ½ times her/his regular rate of pay for all hours worked. For the purposes of this article, 'holiday' will be defined in twenty-four (24) hour increments. For example: for a shift beginning at 10:00 pm on December 24 and ending at 6:00 am on December 25th, a Bargaining Unit Employee will receive his or her regular rate of pay for the first two (2) hours of the shift and holiday pay for the last six (6) hours of the shift.

**12.4 Paid Personal Day.** Regular full time and regular part time employees shall be entitled to one paid personal day per 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.

## **ARTICLE 13 - PAID TIME OFF**

Bargaining Unit Employees shall be entitled paid time off each year (in addition to holidays and specific leaves described in Article 14- Additional Paid Leave), pro-rated for part time employees.

**13.1 Accrual.** Regular full time and part time employees shall be entitled to paid time off with pay based on the following accrual rates per hour worked:

<b>Years of Service</b>	<b>Paid Time Off Accrual Rate</b>
0 year	0.02 (40 hours/ year)
1 <sup>st</sup> year	0.03 (60 hours/ year)

<b>Years of Service</b>	<b>Paid Time Off Accrual Rate</b>
2 <sup>nd</sup> – 6 <sup>th</sup> year	0.04 (80 hours/ year)
7 <sup>th</sup> year	0.043 (88 hours/ year)
8 <sup>th</sup> year	0.047 (96 hours/ year)
9 <sup>th</sup> year	0.051 (104 hours/ year)
10 <sup>th</sup> year	0.055 (112 hours/ year)
11 <sup>th</sup> year	0.06 (120 hours/ year)

**13.2 Donation Bank.** Employees shall be able to donate Paid Time Off to other employees.

**13.3 Paid Time Off Rollover and Cash-Out.** One time, each calendar year Employees shall be able to cash-out, without penalty, accrued, but unused, paid time off. Accrued, unused paid time off shall be rolled over from one year to the next. The maximum of PTO that can be accrued is 159 hours. When an employee reaches 160 hours PTO, 40 hours will be automatically cashed out on the following paycheck.

**13.4 Paid Time Off and Termination of Employment.** Resignation with proper notice – Employees who resign with proper notice, a minimum of two weeks, will be eligible to receive payment for all vacation time at 100% the value. Employees who resign with at least 1 week, but less than 2 weeks’ notice will be eligible to receive payment for all vacation time at 50% of the value. Employees who are unable to give notice as described above due to unforeseen mitigating circumstances shall receive payment for all vacation time at 100% the value.

**13.5 Employee and Family Illness.** Employees may use paid time off for sick time that is unforeseeable and unplanned or scheduled. Qualified absences include sick time used to care for the employee’s own health or family member, or to address issues caused by domestic violence, sexual harassment, and assault or stalking. Employees shall not be required to find their own replacements if they call out sick. An employee who leaves work early due to illness may use paid time off for the hours of his or her scheduled shift that were not worked.

## **ARTICLE 14 - ADDITIONAL PAID LEAVE**

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

**14.1 Bereavement Leave.** An employee shall be allowed a reasonable amount of time off work with pay at 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 purposes of this Article, "immediate family" is defined as the employee's parent, spouse, sibling, grandparent, child (by birth, legal adoption, including foster children), grandchild, corresponding "step" relations, parent-in-law, or domestic partner including same-gender couples and as covered by law.

**14.2 Jury/Witness Duty Leave.** Employees must immediately advise their supervisor of receipt of a jury summons. Employees will receive unpaid days of leave for the jury duty period. Eligible employees may use accrued vacation leave. Employees must contact their supervisor and report for their regular duties when excused from attendance in court. A Bargaining Unit Employee who is subpoenaed as a witness in any court shall receive leave to attend such obligation; if, however, the Bargaining Unit Employee is called as a witness for the Employer in a matter in which the Employer is a party, the Employee will be paid for that time.

## **ARTICLE 15 – UNPAID LEAVE**

Bargaining Unit Employees who completed their probationary period shall be eligible for unpaid leave.

**15.1 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 the agreement.

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

**15.3 Union Leave.** An unpaid leave of absence for a period not to exceed six (6) months shall be granted to employees in order to accept a full-time position with the Union, provided such leaves will not interfere with the operation of the Employer. Union leave must be requested at least thirty (30)

days in advance and PTO need not be taken. While on leave employees will not lose or accrue seniority. An employee on Union leave will be returned to their same job classification and shift upon their return.

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

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

## **ARTICLE 16- RETIREMENT**

Effective January 1, 2016, the Employer shall provide a 401k plan for bargaining unit employees as long as a minimum of five (5) bargaining unit employees sign up for the program. The Employer shall match the employees' contribution up to a maximum of three percent (3%).

## **ARTICLE 17- HEALTH INSURANCE**

From January 1, 2023, the Employer shall pay the Oregon Essential Workforce Health Care Fund ("Fund") four hundred and sixty dollars (\$460) by the fifteenth (15<sup>th</sup>) day of each month following the

month in which each participating employee is scheduled to work thirty (30) or more hours per week.

Bargaining-unit eligible employees who enroll in the Fund-provided healthcare insurance coverage shall pay the following applicable monthly employee-share amount of the total premium's four hundred and sixty dollar (\$460) employer insurance cost.

Employee Only	\$35
Employee and Spouse	\$70
Employee and Family	\$105

Cost Controls:

1. If the Fund's Board changes the participant premium amount, the parties will engage in collective bargaining to agree on the applicable monthly employee-share amounts paid by bargaining-unit eligible employees and those rates will replace the above Employee Only, Employee and Spouse, and Employee and Family rates consistent with the Fund Board's approved effective date.
2. Each facility shall make a Fund contribution for all employees enrolled in the Fund-provided healthcare insurance coverage.
3. Each facility agrees to be bound by the terms of the current Agreement and Declaration of Trust that governs Fund operation and accepts the Fund's Employer Trustees as its representatives.
4. The Fund shall determine the eligibility rules for coverage, waiting periods for coverage, and the benefits to be provided to employees and their dependents.

Contribution Holiday(s):

1. Initial Contribution Holiday: If the Company's aggregate year-to-date health insurance contributions for the health insurance coverage of all its Fund participants (excluding the Medicaid supplemental payments paid to the Fund) in 2023 exceed the Company's aggregate premium cost of providing health insurance coverage for the same period in 2022, then the Company shall not be obligated to contribute to the Fund on behalf of its employee participants for the following month. This one

month will be referred to as a “Contribution Holiday.” After the one-month Contribution Holiday, the Company’s regular contribution obligation to the Fund will resume for each of its Facilities, per the terms of this Agreement.

2. Second Contribution Holiday: Following an initial Contribution Holiday in 2023, should the Company’s aggregate year-to-date contributions for the health insurance coverage of all its Fund participants (excluding the Medicaid supplemental payments paid to the Fund) in 2023 again exceed the Company’s aggregate premium cost of providing health insurance coverage for the same period in 2022 plus the financial value of the initial Contribution Holiday, the Company shall not be obligated to contribute to the Fund on behalf of its employee participants for the following month. This period will be referred to as a second Contribution Holiday in 2023.
  
3. Example: If as a result of the \$1 million contributions (excluding pass-through supplemental Medicaid payments) paid to the Fund by the Company from January 2023 through August 2023, the Employer’s total 2023 contributions to the Fund exceed the \$750,000 previous spend of the Company, then the Company would be entitled to a Contribution Holiday and would not be obligated to remit any contributions to the Fund on behalf of its participants in September 2023. Effective October 2023, the Company would resume its regular contribution obligation to the Fund.

## **ARTICLE 18 - OTHER BENEFITS AND CONDITIONS**

**18.1 Continuing Education.** The Employer will pay tuition and books/supplies for full-time Bargaining Unit Employees after one year of employment, and the employee is in good standing. The reimbursement is up to \$1,500.00 per term. Bargaining Unit Employees participating in the program will be reimbursed for tuition, books/supplies no later than thirty (30) days after submitting the receipts to the Employer. In order to be eligible for this benefit, the following criteria must be met:

1. The course must bear a definite relationship to the employee's current position or positions within this community.
2. The course load must be taken on the employee's own time unless it is not available after working hours. If the course load is during working hours, the employee will not be paid while in a course.
3. The course load should not interfere with the employee's ability to perform their current job.
4. The Employee's supervisor may limit the course load if adverse effects on job performance are discerned.
5. In order to continue from one term to the next to receive this benefit, the recipient employee must maintain a "C" or pass grade.
6. Reimbursement is predicated upon proper documentation of covered expenses.

**18.2 Certification Payment.** The Employer shall pay to maintain certifications required as a condition of employment in an 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.

**18.3 Language Classes.** Employees shall be eligible to attend Employer-paid language classes. This may be for employees looking to strengthen English proficiency.

**18.4 Meal Program.** Dietary employees receive one free meal per day during shifts of duty. Employees may purchase meals for two dollars (\$2.00) per meal paid through a payroll deduction program. The cost of meals purchased will be deducted from net wages on the paycheck following



purchase. Employees will receive free meals served during extra shifts worked. All Employees will receive free meals served during extra shifts worked, regardless of shift.

## **ARTICLE 19 - EMPLOYEE RIGHTS AND JUST CAUSE CORRECTIVE ACTION SUBJECT OF CENTRAL TABLE BARGAINING**

### **19.1 Corrective Action Steps**

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

Nothing in this Article shall be interpreted as precluding the Employer from continuing its practice of suspending employees pending investigation or as a separate disciplinary action.

## **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 Written Communication.** Employee corrective or disciplinary action written communication (“Forms”) shall not be removed from an Employee’s personnel file. Yet, such Forms that are more than eighteen (18) months old will not be considered by the Employer when contemplating further disciplinary action or when evaluating the job performance of the Employee under the principles of just cause and progressive discipline, unless such Forms relate to an Employee’s allegations of abuse, violence, theft, harassment, discrimination, or breaches of ethical conduct, which shall remain in effect indefinitely.

## **ARTICLE 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 regarding an employee’s termination must be filed at Step 1 within ten (10) calendar days of the discharge. A grievance must be filed in writing within thirty (30) calendar days of the event giving rise to the concern or the date the event became known or should have become known to the employee. Grievances regarding employee compensation shall be deemed to have occurred at the time payment is made or at the time when the payment was due but not made if that is the contention. Grievances over an

employee's eligibility for a benefit shall be deemed to have occurred when the Employer made such an employee benefit eligibility decision. Failure of the Employer to comply with the time limits set forth in the grievance procedure shall allow the employee or Union to advance the grievance to the next step of the grievance procedure within the time frames specified herein. Time limits are important. Failure of an employee or the Union to file a grievance as defined in this Section, in a timely basis, or to timely advance such a grievance, per the time limits outlined in the grievance procedure, will constitute their formal withdrawal of the grievance.

**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.** 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 Step V – 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.

**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.

**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 to the 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.

**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.

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) or when the employee learned about it or responded to the optional informal discussion.	Written (often via email) grievance issued to the facility administrator.	Step 1 grievance meeting must occur with the administrator within 15 calendar days of the Employer's receipt of the written grievance.	Written response to the Union and grievant within 15 calendar days of the Step 1 grievance meeting.
Step 2	Within 15 calendar days of receiving the Employer's response (or lack of response) to move a grievance from Step 1 to Step 2.	Written (often via email) notice of Step 2 escalation to HR Director.	A step 2 grievance meeting must occur with HR Director within 15 calendar days of the Employer's receipt of the Step 2 notification.	Written response to the Union and grievant within 15 calendar days 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 - DIGNITY & RESPECT**

In the interest of furthering collaborative relations and maintaining the highest quality of care, the Employer agrees that all Employees shall be treated with dignity and respect.

In the interest of furthering collaborative relations and maintaining the highest quality of care, the Union-represented employees agree that all residents, residents' families, Union and non-Union staff, including managers, department heads and owners shall be treated with the same dignity and respect in which they expect to be treated.

## **ARTICLE 23 - SEPARABILITY**

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

## **ARTICLE 24 - LABOR-MANAGEMENT COMMITTEE**

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

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

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

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

**Purpose:** The FLMC aims to identify, discuss, and address issues surrounding the quality of resident care and employee safety constructively. The FLMC shall monitor the quality of resident services and make recommendations to improve such services in staffing and workload issues, resident care indices (e.g., falls, bedsores, wound care), and other matters directly bearing on the quality of care received by the residents. The Parties intend that the FLMC has been established to receive the

employees' input only and is not intended to mean or imply that these employees have any management rights about patient care issues. The Employer maintains complete control in this regard. The Employer shall implement those FLMC recommendations that are unanimously agreed upon by the FLMC members when any such advice is consistent with the terms of this Agreement and the Employer's policies.

**Meeting:** The FLMC shall meet quarterly, or more frequently as desired by the Parties, on a date mutually agreed to by the Facility's Administrator and the designated Union representative unless mutually agreed otherwise. Each facility labor management committee will choose a date to hold the LMC each month. The Agenda will be shared via email 7 calendar days prior to the LMC. SEIU staff do not have to be present and will encourage CBA members to meet regardless if they can be present or not. Minutes will be recorded by mutually agreed upon designated person, if there are no volunteers, the Administrator or designee will ensure minutes are recorded.

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

- Resident care
- Training needs
- Staffing levels
- Staff recognition
- Staff morale
- Facility policies
- Scheduling
- The Facility's CMS "5 Star" Quality Rating and strategies to improve the rating
- The Facility's regulatory compliance results and strategies to improve such results
- The Facility's CMS Quality Measures trend for the past four quarters (e.g., ADL Decline, Long Stay High-Risk Pressure Ulcer, Weight loss, Restraints, Injurious Falls, etc.)

- Opportunity for the Parties to cooperate to improve the quality of resident care for patients being discharged from an acute hospital and joint outreach to local acute hospitals to educate and inform them of how this nursing home can become their provider of choice
- Opportunities for employees to promote high-quality customer service while working in the facility.

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

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

## **ARTICLE 25 - SAFETY & TRAINING**

**25.1 Safety Rules and Regulations.** 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 Bargaining Unit Employees. The Employer shall be responsible for enforcement of such rules and regulations and of its own safety rules and regulations.

**25.2 Equipment, Materials and Training.** The Employer shall provide the necessary equipment, materials and training to Bargaining Unit Employees in order to provide a safe workplace.

**25.3 Infectious Disease.** The Employer shall provide Bargaining Unit Employees with information about residents' infectious diseases provided that such information does not compromise residents' rights to confidentiality.

**25.4 Employer Paid Vaccines and Tests.** The Employer shall make hepatitis B vaccines, flu vaccines, initial TB tests, and initial chest x-rays (if an employee's TB test is positive) available to Bargaining Unit Employees at no cost to the employee. The Employer will pay for lice and scabies tests and treatment in the event of a documented case at the facility.

**25.5 Safe Equipment and Safe Conditions.** No Bargaining Unit 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 a Bargaining Unit Employee discusses the matter with his or her supervisor and, if disagreement still exists, with the Administrator, or in their absence, their designee.

**25.6 Training for New Employees.** 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.

**25.7 Additional Training.** 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** The Union will not conduct informational picketing for the duration of this Agreement.

## **ARTICLE 27- SUCCESSORSHIP**

In the event this 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 any 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. The timing of when the pending sale will be disclosed to Union-represented employees will be negotiated between the Union, the Employer and the potential new Employer.

When the Employer's notification to Union requirement is triggered above per a 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.

The Employer agrees that, in the event that it decides to sell the facility covered under this Agreement, which 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.

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 subcontracting 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 *Dakavia Management* 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 provisions related to seniority, scheduling, call offs, disciplinary issues, grievances and Labor Management Committee meetings, as applicable.”

## **27.5 Memorandum of Agreement Between Union and Sub-Contractor.**

### **MEMORANDUM OF AGREEMENT**

It is hereby agreed by and between Healthcare Services Group, Inc (the “Employer”), and SEIU Local 503 OPEU (the “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 Dakavia Management at Fernhill, Pacific Health and Rehab and Myrtle Point. 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 (the “CBA”) currently in effect (and any subsequent amendments) and expiring on midnight September, 30 2024 between the Union and Dakavia Management for the Employer’s Housekeeping and Laundry employees (if any) employed at Fernhill, Pacific Health and Rehab and Myrtle Point, 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 and/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 set forth 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 procedure is in conflict 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 alternatively, when any such term, condition, policy, or procedure is applied to any employee such that the employee is either disciplined or terminated.

e. Affected employees hire dates, seniority, and hourly wage rates will be maintained and not reduced. [The applicable base hourly wage rates are attached hereto as Exhibit 2].

f. Employees shall wear uniforms as provided by Employer.

g. HCSG subcontracted employees do not have access to Dakavia's 401k program. Instead, these employees may utilize HCSG's Employee Stock Purchase Plan.

h. HCSG's work week will run from Sunday to Saturday and the employee will be paid on a bi-weekly schedule.

The Employer and the Union agree to be bound by and comply with the grievance and arbitration procedure set forth in the CBA for any and all disputes that may arise with reference to the application or interpretation of the provisions of this MOA.

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 purposes of the Open Door Policy and Step 1 grievances. Step 2 grievances will be filed with the Subcontractor's District Manager.

In order 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 and/or Housekeeping/Laundry Supervisor is invited to the LMC Meeting in advance and receives a written agenda with subject matter relevant to operation of the subcontracted department.

This MOA shall be effective as of October 1<sup>st</sup>, 2021 and will remain in full force and effect through midnight September 30, 2024, and shall be renewed from year to year thereafter, provided that either party hereto may reopen the Agreement to modify, amend or terminate any of the provisions hereof by serving written notice on the other party at least ninety (90) days prior to midnight, September 30, 2024, or a subsequent September 30<sup>th</sup> of any contract year in which this Agreement remains in effect. The Employer further agrees that in addition to the Union's notice to Dakavia Management regarding

modification, amendment, or termination of the CBA the Union shall provide notice to 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, HCSG, for Employer’s Housekeeping and Laundry employees (if any) employed at Fernhill, Pacific Health and Rehab and Myrtle Point..

Healthcare Service Group, Inc

Matthew Voight

Matthew Voight (Jan 20, 2022 19:31 PST)

Matthew Voight

SEIU Local 503 OPEU

DocuSigned by:

Melissa Unger

24F64146737A445...

Melissa Unger

### EXHIBIT 1

The “Collective Bargaining Agreement between SEIU Local 503 OPEU and Dakavia Management for October 1, 2021 through September 30, 2024 is hereby 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 on October 1, 2021 and shall remain in full force and effect through September 30, 2024, and from year to year thereafter, provided that either party may serve written notice on the other at least ninety (90) days prior to September 30, 2024, or any subsequent anniversary date the Agreement remains in effect, of its desire to amend or terminate any provision of the Agreement. Any change agreed upon by the parties shall be reduced to writing and executed by duly authorized officers or agents of the parties to this Agreement.

For SEIU Local 503

Lori Bywater

Lori Bywater (Jan 14, 2022 09:47 PST)

Lori Bywater

SEIU Bargaining Team Member Myrtle Point



Rocio Romero (Jan 17, 2022 22:30 PST)

Rocio Romero

SEIU Bargaining Team Member Pacific Rehab

For Dakavia

Kent Emry

Kent Emry (Jan 7, 2022 16:17 PST)

Kent Emry

President, Dakavia Management

Cheryl Emerson

Cheryl Emerson (Jan 9, 2022 10:06 PST)

Cheryl Emerson

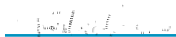
Chief Operating Officer, Dakavia Management



Mary Heaton (Jan 7, 2022 11:08 PST)

Mary Heaton

SEIU Bargaining Team Member Pacific Rehab



Fabiola cyprien (Jan 11, 2022 09:46 PST)

Fabiola Cyprien

SEIU Bargaining Team Member Fernhill

DocuSigned by:



11E64146767A45  
Melissa Unger

SEIU Executive Director

*Evan Paster*

Evan Paster

Bargaining Strategist

## **ARTICLE 31 COLLECTIVE BARGAINING 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.

**APPENDIX A – WAGE SCALES FOR ALL FACILITIES REPRESENTED BY SEIU LOCAL 503 AS OF 10/1/21**

<b>NA</b>		<b>CNA</b>		<b>CMA</b>		<b>Dietary Aide, Housekeeping, Laundry, Activities Assistant, RCF Caregivers at Myrtle Point.</b>		<b>Cooks, Maintenance Assistants.</b>	
Steps	SEIU	Steps		Steps	SEIU	Steps	SEIU	Steps	SEIU
0	\$18.00	0	\$19.00	0	\$20.75	0	\$15.93	0	\$16.79
		1	\$19.65	1	\$21.40	1	\$16.41	1	\$17.29
		2	\$20.30	2	\$22.05	2	\$16.90	2	\$17.81
		3	\$20.95	3	\$22.70	3	\$17.41	3	\$18.34
		4	\$21.60	4	\$23.35	4	\$17.93	4	\$18.89
		5	\$22.25	5	\$24.00	5	\$18.47	5	\$19.46
		6	\$22.90	6	\$24.65	6	\$19.02	6	\$20.04
		7	\$23.55	7	\$25.30	7	\$19.59	7	\$20.64
		8	\$24.20	8	\$25.95	8	\$20.18	8	\$21.26
		9	\$24.85	9	\$26.60	9	\$20.79	9	\$21.90



## **MEMORANDUM OF UNDERSTANDING**

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

Recognition. The Union and separate employers, Fernhill Estates LLC, doing business as Fernhill Estates and Pacific Garden Estates LLC, doing business as Pacific Health and Rehabilitation and the Employer, Care Centers Management Inc. DBA Myrtle Point Care Center and Residential Care Facility, which all parties agree are separate Employers, each agree to associate with the other for the purpose of recognizing the Union as the exclusive bargaining representative of a single bargaining unit, as provided for under federal labor law regarding multi-employer bargaining for the classifications identified in each employer’s respective collective bargaining agreements.

IN WITNESS WHEREOF, the parties cause this Memorandum to be executed effective April 1, 2018.

### **MEMORANDUM OF UNDERSTANDING AND TRUST AGREEMENT BETWEEN SEIU, LOCAL 503 AND PARTICIPATING EMPLOYERS REGARDING OREGON ESSENTIAL LONG TERM CARE (LTC) WORKFORCE HEALTH CARE PROGRAM**

The parties, the Service Employees International Union, Local 503 (SEIU) and the participating employers, Dakavia, enters into the following understanding in response to the Current Covid-19 pandemic;

Whereas, COVID-19 exacerbated the already difficult recruitment and retention of the LTC workforce. The LTC workforce faces challenging, low-wage work, and put their own health at risk to protect the health of our communities during the pandemic. Many employees have left the industry, causing cascading problems for the workforce, the LTC industry, and ultimately the Oregonians who depend on LTC for their health and well-being.

Whereas, factors need to be addressed, a key driver in the difficulty to recruit and retain the workforce is a lack of quality, affordable healthcare, and Employer-sponsored insurance (ESI) is generally unaffordable and inaccessible because of high premiums, with high deductibles and unaffordable coverage for spouses and dependents;

Whereas, Employers' access to more affordable plans is a challenge, and ESI is usually ACA-compliant, but insurance companies do not generally design products for the specific needs of low-wage workers. Individual employers lack bargaining power to lower costs substantially.

Whereas, Current health insurance options for Alliance employees are unaffordable for employers and workers. Resulting in high costs for employers for plans that are not affordable to workers. Currently, less than 40% of eligible employees are enrolled in the Alliance employers health insurance options. Low take-up is presumably due to high premiums, high deductible costs and limited benefits and eligibility for Oregon Health Plan.

Whereas, Employer costs are expected to increase with the upcoming rising minimum wage. Among the Alliance's long-term care workforce, 30% are on OHP. Rising wages, due to both minimum wage increases and competitive industry dynamics, will cause many workers to lose OHP eligibility. It is assumed that some of these workers will enroll in their ESI, which will very likely cause employer healthcare costs to rise.

**Process Moving Forward: Labor/Employers agree on a mutual framework to establish a quality, affordable health care product for the workforce.**

Building on the progress of SB800, the next step for SEIU L503 and participating employers is to establish a framework for the program with mutually beneficial terms. The framework will allow for a broad understanding of shared goals to establish the legal structure, determine overall costs, and further develop the benefit. The framework has two primary components:

1. **Memorandum of Understanding:** Provides a general framework that the parties agree to in order to move forward to establish the Trust. It provides guidance to the Trustees.
2. **Trust Agreement:** Informed by the MOU, establishes the legal structure of the Trust itself, including initial named Trustees. The Trust Agreement empowers the Trustees to act on behalf of the Trust.

**Memorandum of Understanding (MOU)**

The following outlines MOU agreements for discussion between SEIU L503 and participating employers in three categories.

**Structure**

1. Governance (Trustees) will be 50% union and 50% participating employers.
  - Governance is by consensus.
  - If consensus cannot be reached, the issue goes to mutually established arbitration.
  - RISE will administer the Trust as they currently administer other trusts for Oregon's long-term care workforce. Additional vendors or third-party administrators would also be approved by the Trustees.
2. Union and non-union employers may join the Program if certain conditions are met.
  - A lock-in period will be established to prevent churn in and out of the Program and stabilize the program. The lock-in period will be dependent on the Trust meeting certain obligations.
  - A collective bargaining agreement (CBA) is a direct path into the program.
  - Non-union employers may participate if participation criteria established in the trust formation are met.
3. Program will be governed by ERISA and may at times be a MEWA.
  - Depending on the participant nexus with a CBA, the Trust may also be a Multiple Employer Welfare Arrangement (MEWA), subject to state regulation and/or a Taft-Hartley Trust as well as additional Department of Labor regulation.
  - SB 800 includes relief from state MEWA regulations which are stricter than federal regulations and DCBS will be a partner in waiving some regulations.
  - This structure is unique and under development.

## **Financing**

1. SB800 will provide increased payments to providers to fund the Trust.
  - Due to joint efforts by SEIU L503 as well as OCHA, SB800 approved \$30M in funding on an ongoing basis.
  - This funding can largely be matched through the Medicaid program to generate further new revenue.
2. Employer spending will increase.
  - Currently there are very few employer dollars in the system due to low employee enrollment caused by unaffordable insurance options.
  - As an improved, more affordable insurance product is designed, it is assumed employee take-up for the program will increase.
  - As employee take-up rises as a result of multiple factors, employers will experience the need to increase their contribution funding to support the system beyond the state and federal funding participation to promote more robust recruitment and retention. There will need to be a process and principles regarding the increase in employer spend required.
3. Payments to participating employers only

- SB 800 requires that each participating provider enters a Memorandum of Understanding (MOU) with the State specifying that supplemental payments will be provided to the Trust.
- Payments to providers may not match exactly with their employee take-up due to differences in Medicaid utilization.
- The State has no role in ensuring that payments match exactly to employee utilization.
- Participating employers and SEIU will establish principles and a process to promote fairness among the payments, similar to the hospital industry's practice with its provider assessment.

#### 4. Timing of Payments

- We are working under the assumption payments will be effective to 10/1/21.
- Payments to participating providers may not be made until Q3 of 2022, retroactive back to 10/1/21. This timing is largely dependent on federal approval of the supplemental payments.
- Payments for this retroactive period will largely be utilized to support one-time costs associated with development of the Program as well as establishing reserves for the Program.

### **Benefit Design**

1. Program will provide ACA silver level benefits at a minimum. The Program will balance affordability of premiums and use of services.
2. Program will be self-funded. This is the most cost-effective program that can be tailored to the unique needs of the workforce and it will allow for per employee costs will be lower.
3. Employers will have a Program lock-in period. In order to ensure stability of the trust, employers will agree to a participation term if the Trust meets certain obligations. This will include specified ways in which employers may exit the Program in order to protect the Trust from churn.
4. Per employee spending (by both employers and employees) meets mutually agreed upon targets.

### **Opt out**

If the following shared expectations and goals of the Program are not met, a participating employer can exclude themselves from the program. Those goals and expectations include:

- SB800 provides increased payments to providers to fund the Trust assuming the Centers for Medicare and Medicaid (CMS) approve the funding match for the Program.
- Participating employers and SEIU will establish principles and a process to promote fairness among the payments.
- An improved, more affordable insurance product for SEIU bargaining unit employees is designed, providing ACA Silver Level benefits at minimum.

-

## Trust Agreement

As stated above, once the MOU is signed and the Program is further developed, a Trust Agreement will be established. This agreement allows the Trustees to implement the MOU and provides flexibility in the management of the Trust to be responsive to actual situations and as such the underlying legal document does not require constant revision.

The MOU will expire when the program has been established.

Signed by Dakavia:


Signed by the Union:

Kent Emry

Kent Emry (Jan 7, 2022 16:17 PST)

X

DocuSigned by:



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X

# **LETTER OF AGREEMENT COVID VACCINE MANDATE FOR NURSING HOME EMPLOYERS**

This Agreement is between SEIU Local 503, OPEU (Union) and Dakavia Management

This Letter of Agreement shall supersede any conflicting provisions in the collective bargaining agreements for the duration of the Letter of Agreement.

In recognition of the Governor's and the Oregon Health Authority's vaccine mandate for healthcare workers along with Oregon Administrative Rule (OAR) 333-019-1010, 'COVID-19 Vaccination Requirement for Healthcare Providers and Healthcare Staff in Healthcare Settings' and the forthcoming Emergency CMS emergency regulation requiring staff vaccinations within the nation's more than 15,000 Medicare and Medicaid-participating nursing homes, the parties agree to the following:

## **Section 1. Vaccine Education.**

The Employer agrees to provide resources to its employees and to post information from accredited health care institutions, agencies or practitioners explaining the Covid-19 vaccine, why vaccination is useful and to answer concerns or questions concerning vaccination. The Employer agrees to distribute and/or post any information about COVID-19 vaccination from the Union that meets these criteria using email, internet and social media resources

## **Section 2. Vaccine Provision.**

- (a) Where feasible, the Employer shall seek to provide on-site COVID-19 vaccination for employees. The Employer shall provide the employees with notice as to when such on-site vaccination shall occur.
- (b) If onsite vaccination is not feasible, the Employer will provide employees with information, updated weekly, about where they can obtain a COVID-19 vaccine that is near the worksite.

## **Section 4. Leave for Vaccination/Booster.**

- (a) The Employer shall provide employees with up to ten (10) hours of additional sick leave, prorated for part-time employees, to receive a COVID-19 vaccination(s) and/or booster shot, and/or to recover from vaccine (or booster shot) side effects. Employees agree to provide as much notice as is practicable when requesting such time off. This time off shall be in addition

to any paid time off employees already receive and shall expire if not used within one (1) year of this agreement.

- (b) The Employer recognizes its obligations under the OSHA Coronavirus Emergency Temporary Standard, which took effect June 21<sup>st</sup>, 2021. The requirement is in 29 CFR 1910.502(m) and allows for four (4) hours of PTO for vaccination (if the vaccine is administered during work hours) and an additional eight (8) hours per dose to recover from side effects (whether or not an employee was vaccinated at or outside of their worksite). Per the aforementioned OSHA regulation, employees are only eligible for the benefits associated with Section 4(b) if those employees have exhausted their accrued PTO time.

### **Section 5. Proof of Vaccination.**

- (a) Proof of vaccination shall include a copy (either photograph, pdf or photocopy) of an individual's CDC "Covid-19 Vaccination Record Card," a copy of an employee's health record showing the vaccine, or a note from an employee's doctor or other medical professional that an individual has received the vaccine.
- (b) The Employer will designate a Human Resources Manager as the sole person who handles all proof of vaccination.

### **Section 6. Procedure for Processing Exemption Requests.**

- (a) Employees who provide the Employer with documentation establishing a medical or religious exemption from vaccination shall be entitled to an interactive meeting with the Employer. Certain employees may not be able to receive the COVID-19 vaccine, due to a sincerely held belief (i.e., religious belief) or because of a protected health condition. All such individuals shall go through the Employer's established exemption process pursuant to Title VII of the Civil Rights Act or the American with Disability Act and the Rehabilitation Act to apply for a reasonable accommodation.. The Employer will notify an employee of their decision regarding the employee's exemption request in writing within one (1) week of the request. Employees seeking an exemption must begin the exemption process by October 1, 2021.
- (b) Employees who receive an Employer approved vaccine mandate exception per the process outlined in Section 6(a), shall be offered a reasonable accommodation to the extent permitted by law.

(c) By October 19<sup>th</sup>, 2021, the Employer shall provide the Union with a list of bargaining-unit members who applied for exemptions and whether their application was 'approved' or 'denied', to the extent permitted by law.

**Section 7. Employer Response to Non-Complying Employees.**

Employees who choose not to get vaccinated and who do not have a medical or religious exemption from vaccination have the option of notifying the Employer on or before October 18, 2021, of their election to be laid off. Employees who elect to be laid off shall be laid off effective November 1, 2021, and will be eligible for recall pursuant to the layoff/recall provisions in the contract. The Employer agrees to not contest an employee's unemployment claim (however, this claim will be subject to review by the Oregon Employment Department and may still be denied). The parties recognize that an employee who is recalled to any position may be temporarily denied recall rights if State and Federal mandatory vaccination orders are still in effect and the employee is unable to establish proof of vaccination or a medical/religious exemption from vaccination.

Employees who fail to submit proof of vaccination or documentation establishing a medical or religious exemption from vaccination, and who do not notify the Employer of their election to be laid off by October 18, 2021, may be subjected to discipline under the CBA. If an employee loses their job due to the vaccine mandate, this will not be considered discipline for misconduct and they will be eligible for reinstatement or reemployment with the Employer when they obtain the required vaccination.

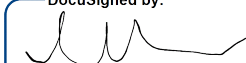
**Section 8. Changes in State or Federal Law.**

The parties acknowledge that this LOA was executed prior to The State of Oregon or CMS finalizing their vaccine mandate policies for nursing home staff. If any part of this LOA conflicts with forthcoming law, or if this LOA unintentionally does not address significant impacts of the new policies, the parties shall immediately meet to address the issue(s).

Signed by Dakavia:

Signed by the Union:

Kent Emry  
Kent Emry (Jan 7, 2022 16:17 PST) X

DocuSigned by:  
  
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**LETTER OF AGREEMENT 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 62<sup>nd</sup> 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

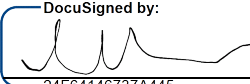
Employer will distribute a written notice to the eligible bargaining unit employees informing them about the MSRPP retention bonus. Such MSRPP payment document shall be jointly from the Employer and the Union to the extent the parties mutually agreed on the content. The parties agree to use best efforts 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 28<sup>th</sup> day of September in the year 2021.

SEIU Local 503 OPEU

By:   
24F64146737A445...  
Melissa Unger

Dakavia, LLC

As agent for certain entities pursuant to a Limited Agency Agreement

**TOTAL ECONOMIC PACKAGE FORMULAS**

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		
<b>Projection is based on 4 Year Average Medicaid Cost Growth (FY 2016-2020) &amp; 12 Year Average P-tax Growth</b>					
<b>2017 Bargaining (annual rebase)</b>		Projected	Projected		
<b>Projected Medicaid Rate</b>	\$359.28	\$402.39	\$421.66		4.79%
<b>Provider Tax Paid on Every Patient</b>	\$27.44	\$28.47	\$29.54		5.05%
<b>Net Medicaid Rate</b>	<b>\$331.84</b>	<b>\$373.92</b>	<b>\$392.12</b>		
<b>Projected % Rate Increase</b>		12.68%	4.87%	17.55%	8.77%
<b>Projected \$ Rate Increase</b>		\$42.08	\$18.20	<b>\$60.28</b>	<b>\$30.14</b>
<b>Projected Cumulative Rate Increase</b>		<b>\$42.08</b>	<b>\$60.28</b>		
<b>Projected Economic Package</b>		\$2.20	\$0.95	<b>\$3.15</b>	\$1.58
<b>% of Projected Economic Package</b>		<b>100.0%</b>	<b>100.0%</b>		
<b>Every \$1 increase in daily Medicaid rate equals \$1.26 increase in BU Pay-benefits/Day (\$.052/hr over 24 hrs)</b>		<b>\$0.052</b>	<b>\$0.052</b>		
<b>Actual Net Medicaid Rate</b>	<b>\$331.84</b>	<b>\$373.92</b>	<b>\$392.12</b>		

<b>Actual % Rate Increase</b>		12.68%	4.87%	17.55%	8.77%
<b>Actual \$ Rate Increase</b>		\$42.08	\$18.20	\$60.28	\$30.14
<b>Actual Cumulative Rate Increase</b>		\$42.08	\$60.28		
<b>Major Risks:</b>	<i>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.</i>				
<b>8% Trigger</b>	<b>8%</b>	\$3.37	\$4.82		
<b>Risk Corridor-High</b>		\$45.45	\$65.10		
<b>Risk Corridor-Low</b>		\$38.71	\$55.46		
<b>Trigger?</b>		no	no		
<b>Over</b>		\$0.00	\$0.00		
<b>Under</b>		\$0.00	\$0.00		
<b>Risk Adjust Remaining Difference</b>	<b>5.23%</b>	\$0.00	\$0.00		
<b>Ceiling</b>		\$2.11	\$2.11	<b>\$4.22</b>	<b>\$2.11</b>
<b>Projected Economic Package</b>		\$2.20	\$0.95	<b>\$3.15</b>	<b>\$1.58</b>
<b>Maximum Risk adjusted Economic Package</b>		\$2.38	\$1.20	<b>\$3.58</b>	<b>\$1.79</b>
<b>Minimum Risk Adjusted Economic Package</b>		\$2.03	\$0.70	<b>\$2.73</b>	<b>\$1.36</b>
<b>Floor</b>		\$0.35	\$0.35	<b>\$0.70</b>	<b>\$0.35</b>
<b>Revised Rate Increase</b>		\$2.20	\$0.95	<b>\$3.15</b>	<b>\$1.58</b>
<b>Apply Ceiling</b>		\$2.11	no		
<b>Apply Floor</b>		no	no		
<b>Actual Rate Increase with Ceiling/Floor, if applicable</b>		\$2.11	\$0.95	<b>\$3.06</b>	<b>\$1.53</b>

NA		rate effective 5/1/2022	Dakavia new rate effective 10 /1/2022 (No change)	C.N.A		rate effective 5/1/2022	Dakavia new rate effective 10 /1/2022 (No change)	CMA		rate effective 5/1/2022	Dakavia new rate effective 10/1/2022 (No change)
Step	SEIU			Step				Steps	SEIU		
0	\$18.00	\$19.00	\$19.00	0	\$19.00	\$20.50	\$20.50	0	\$20.75	\$24.10	\$24.10
				1	\$19.65	\$23.55	\$23.55	1	\$21.40	\$24.55	\$24.55
				2	\$20.30	\$24.10	\$24.10	2	\$22.05	\$25.10	\$25.10
				3	\$20.95	\$24.65	\$24.65	3	\$22.70	\$25.65	\$25.65
				4	\$21.60	\$25.20	\$25.20	4	\$23.35	\$26.20	\$26.20
				5	\$22.25	\$25.75	\$25.75	5	\$24.00	\$26.75	\$26.75
				6	\$22.90	\$26.30	\$26.30	6	\$24.65	\$27.30	\$27.30
				7	\$23.55	\$26.85	\$26.85	7	\$25.30	\$27.85	\$27.85
				8	\$24.20	\$27.40	\$27.40	8	\$25.95	\$28.40	\$28.40
				9	\$24.85	\$27.95	\$27.95	9	\$26.60	\$28.95	\$28.95
				10	\$25.50	\$28.50	\$28.50	10	\$26.60	\$29.50	\$29.50

Dietary Aide, Housekeeping, Laundry, Activities Assistant, RCF Caregivers at Myrtle Point.		rate effective 5/1/2022	Dakavia rate effective 10/1/2022	Cooks, Maintenance Assistants.		rate effective 5/1/2022	Dakavia new rate effective 10/1/2022
Step	SEIU			Steps	SEIU		
0	\$15.93	\$17.00	\$17.50	0	\$16.79	\$18.00	\$18.34
1	\$16.41	\$17.50	\$18.04	1	\$17.29	\$18.50	\$18.90
2	\$16.90	\$18.00	\$18.52	2	\$17.81	\$19.00	\$19.40
3	\$17.41	\$18.50	\$19.01	3	\$18.34	\$19.50	\$19.92
4	\$17.93	\$19.00	\$19.52	4	\$18.89	\$20.00	\$20.45
5	\$18.47	\$19.50	\$20.04	5	\$19.46	\$20.50	\$21.00
6	\$19.02	\$20.00	\$20.58	6	\$20.04	\$21.00	\$21.57
7	\$19.59	\$20.50	\$21.13	7	\$20.64	\$21.50	\$22.15
8	\$20.18	\$21.00	\$21.70	8	\$21.26	\$22.00	\$22.75
9	\$20.79	\$21.50	\$22.29	9	\$21.90	\$22.50	\$23.37
10		\$22.00	\$22.90	10			\$24.01