

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**MEADOW PARK HEALTH- ST HELENS LLC
D/B/A MEADOWPARK HEALTH AND SPECIALTY CARE CENTER**

AND

**SERVICE EMPLOYEES INTERNATIONAL UNION,
LOCAL 503**

MAY 7, 2019 – DECEMBER 31, 2020

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PREAMBLE

THIS AGREEMENT is made and entered into by and between Meadow Park Health- St Helens LLC D/B/A MEADOW PARK HEALTH AND SPECIALTY CARE CENTER (hereinafter referred to as “Employer”), and SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 503 (hereinafter referred to as “Union”).

ARTICLE 1

UNION RECOGNITION

The Employer agrees to recognize the Union as the sole Collective Bargaining Agent for all employees of the Employer at its St. Helens, Oregon facility, excluding confidential employees, R.N.s, L.P.N.s, guards, and supervisors as defined in the National Labor Relations Act.

ARTICLE 2

TYPES OF EMPLOYEES

Section 2.1 - FULL-TIME: Employees who work at least four (4) shifts per calendar week on a regular basis are considered full-time employees. They will receive full benefits commensurate with time worked up to a maximum of forty (40) hours per week.

Section 2.2 - PART-TIME: Employees regularly scheduled to work less than four (4) shifts per calendar week, but more than fifteen (15) hours per week.

Section 2.3 - ON-CALL: Employees who work fifteen (15) hours or less per week. On-call employees shall be required to have worked at least one (1) full shift within the previous thirty (30) days if the work is available. Any on-call employee who has not worked a full shift within the previous thirty (30) days and has refused available work shall be terminated.

Section 2.4 - Determination of on-call, part-time or full-time status will be determined by the average hours or number of shifts worked per week over the last consecutive ninety (90) days.

Section 2.5 - The employees shall be considered probationary employees during the first ninety (90) days of employment. The probationary period may be extended by the Employer for up to ninety (90) days. Such an extension shall not affect the employee's access to benefits and leave accruals that would have normally been available after completion of the original ninety (90) day probationary period. The Union agrees that any employee's termination during the probationary period shall not be subject to the grievance procedure or arbitration.

Section 2.6- A current employee shall also go through a ninety (90) day probationary period when transferring into a new classification covered under this Agreement. In the event a worker who is promoted does not pass promotional trial service, the worker shall have the right to return to a vacant position in their previous classification. If there are no vacant positions, the worker will have right to first refusal for any positions in that classification that become available within three (3) months of the conclusion of their trial service

ARTICLE 3

UNION SECURITY

Section 3.1 - It shall be a condition of employment that all employees covered by this Agreement and those hired on or after its effective date shall, within thirty-one (31) days following the beginning of such employment become and remain members in good standing of the Union or tender to the Union the initiation fees and periodic dues that are required.

Section 3.2 - Employees are required to join the Union and maintain membership in the Union, or pay initiation fees and periodic dues uniformly required. Following written notification by the Union to the Employer and to the employee that an employee has failed to comply with this requirement; the employee shall be terminated within fifteen (15) days of such notification unless some other resolution is reached. It is understood that the Employer may request a

meeting with the employee and the Union during the fifteen (15) day time frame in order to discuss and attempt to resolve the situation.

Section 3.3 - The Employer will notify the Union of name, address, job classification, full-time/part-time/on-call status, shift (DAY, EVE, NOC) if available, phone numbers, date of birth, base pay rate, and date of hire of all new employees within thirty (30) days from the date of hire. The Employer will also furnish the Union each month with a list of employees identifying bargaining unit status changes for each employee since the last report (e.g. on leave of absence, new hire, transfer into bargaining unit, terminated, or transfer out of the bargaining unit). All information shall be furnished electronically in a mutually agreeable format. The Employer shall also periodically provide the names, home addresses, home phone numbers, job classification, base pay rate and hire date of all bargaining unit employees upon written request from the Union.

Section 3.4 - The Employer shall deduct-monthly dues as certified by the Union from the wages of those Union members from whom the Employer has received a written assignment authorizing such deduction, which assignment shall be effective and irrevocable for the term of this Agreement. These dues are to be transmitted monthly by the Employer to the Union on or before the 15th day of each month. It is understood that the Employer will not be required to pre-pay dues in the first month of employment. Along with the dues, the Employer will furnish the Union electronically, in a mutually agreeable format, a list of employees for whom dues were deducted, the amount deducted from each employee, and base pay for the period dues were deducted, as well as a unique identification number assigned by the Employer.

Section 3.5- The Employer agrees to deduct from wages of all employees covered by this Agreement, any voluntary contribution to SEIU CAPE upon receipt of signed authorization from each such employee on forms provided by the Union. Such contributions will be transmitted on a separate check with a list of names and specific deduction.

Section 3.6 - The Union agrees to abide by the provisions of the U.S. Supreme Court decision - Beck v. Communication Workers of America and all other relevant authority dealing with employee obligations to pay union dues and other assessments.

Section 3.7 - The Union shall indemnify and hold the Employer harmless against any and all claims, suits, orders, fees, fines, costs, awards, verdicts or judgments, brought or issued against the Employer as a result of any action taken by the Employer in compliance with the provisions of the Article. The Union shall also reimburse the Employer for any fees and costs incurred in defending against same.

ARTICLE 4

UNION RIGHTS, REPRESENTATIVES & STEWARDS

Section 4.1 - A bulletin board shall be made available for Union business in the staff lounge. The Union agrees not to post any material which is false or derogatory towards the Employer or inconsistent with the spirit of mutual collaboration inherent in this Agreement. The Employer shall notify the Union Representative of any posted notices believed to be in contravention of this Section, and the Union Representative shall make him/herself available to discuss same.

Section 4.2 - The Employer will 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.

Section 4.3 - Employees shall have the right to engage in Union activity so long as such activity does not take place in work areas nor on work time, does not interfere with facility operations or resident care in any way, and is otherwise consistent with facility rules regarding solicitation and distribution. The Employer's representatives shall deal exclusively with Union-designated stewards or representatives in the processing of grievances.

Section 4.4 - Union staff representative shall have access to the facility for the purposes of conferring with the Employer, Union Stewards, and/or bargaining unit members, and for the purpose of administering this Agreement. The Union will furnish the name and contact information of the Union Representative to the Employer. Should more than one Union staff representative be needed in the facility, such request shall be made to the Administrator in advance of the visit in accordance with the other terms herein.

Section 4.5 - The Union Representative shall request access to the Employer's premises with at least twenty-four hours (24) advance written email notice to the facility's Administrator, or designee - or less with mutual agreement. Such request can be approved or denied (a denial of request should only be due to the Employer being given less than twenty-four (24) hours' notice, or under emergency circumstances such as state survey, or contagious illness in the facility). A lack of response to a written email request within twenty-four (24) hours shall not prohibit the Union staff representative from having access to the facility.

Section 4.6 - Upon entering the facility the Union representative shall immediately notify the Administrator, or his/her designee, of the representative's presence in the facility. While at the facility, the Union representative shall confer with employees only in the employee break room or the staff designated smoking area during employees' non-working time. The Union Representative shall not visit other areas of the facility without the prior express permission of the Administrator or designee, which permission will not be unreasonably denied. While in the facility, or on the Employer's premises, the Union Representative shall not disrupt facility operations in any way and shall not interfere in any way with the work of any employee. Where a Union Representative fails to follow the guidelines set forth herein, such Representative may be asked by the Administrator or designee to leave the building. Designated representatives of the parties shall promptly meet and confer concerning such a situation, with the intent of preventing a reoccurrence.

Section 4.7 - The Union may appoint a maximum of five (5) stewards. The Union shall identify to the Employer all elected and trained Stewards.

Section 4.8 -The stewards shall conduct Union business, including, but not limited to, investigation of grievances, outside of their working time and outside the working time of all other employees involved. The stewards shall not be required to clock out if the Employer requests that they attend a meeting relating to Union business, or for representational purposes in investigatory meetings.

Section 4.9 - The activities of Stewards shall not interfere in any manner with the operation of the facility or the performance of employee duties. Stewards shall not direct any employee to perform, or not to perform, any work duties, and shall not countermand the order of any supervisor. An employee's activities as a Steward shall not in any way interfere with any of his/her assigned duties as an employee. Stewards shall only conduct union business on their non-working time or during employee breaks, except as otherwise approved by the Administrator. Stewards are entitled to enter or remain on the premises before or after their work shifts, or on non-work days, to conduct union business so long as there is no interference or interruption of facility operations. While at the facility, the Steward shall confer with employees only in the employee break room or the staff designated smoking area during employees' non-working time. Stewards shall not be hindered, restrained or interfered with in the performance of their duties so long as they comply with the obligations and restrictions set forth herein.

Section 4.10 – Employer will notify one Steward, designated by the Union, of all bargaining unit new-hires. During general orientation of employees covered by this Agreement, a Union steward (on the clock, assuming the Steward's work obligations allow) will be given an opportunity to speak with new bargaining unit employees in private for up to fifteen (15) minutes in order to orient them to this Agreement and related matters. Part of this discussion will include an explanation and distribution of Union Membership/Dues Authorization cards to the new bargaining unit employees.

Section 4.11 - The stewards shall not interrupt other employees during their working time. If it becomes necessary for the stewards to meet with another member of the bargaining unit to discuss grievances or other Union business, the stewards shall do so on such employee's non-working

time. The stewards may meet with a member of the bargaining unit on such employee's working time if requested to do so by the Employer.

Section 4.12 - Attendance at Union Conventions – The Employer shall allow one (1) designee to attend Union conventions whether conducted by the Local, State or International Union.

However, the following provisions shall apply:

- A. Attendance is contingent on whether scheduling will allow.
- B. The designee must give a least six (6) weeks advance written notice to the appropriate supervisor and prior to the posting of the work schedule in his/her department.
- C. All such time shall be unpaid.

Section 4.13 - Union Leaves- a Leave of Absence to work for or with the Union may be granted no more than once per year to one employee in the bargaining unit. The terms and conditions of such a leave shall be those which apply to a personal leave as defined herein and in the Employer's personnel policies.

ARTICLE 5 MANAGEMENT RIGHTS

Section 5.1 - Except as otherwise provided in this Agreement, management retains the exclusive right to hire, evaluate, direct and schedule the working force; to plan, direct and control operations; to assign work, including to require that duties other than those typically assigned be performed; to establish, change or abolish job classifications; to discontinue, reorganize or combine any department or branch of operations with any consequent reduction or other change in the workforce; to transfer, promote, demote, reclassify, layoff and discharge employees; to promulgate rules and regulations; to determine the number of employees required to staff the facilities, including increasing or decreasing that number; to introduce new or improved methods, equipment or technologies; to determine the number of employees, the duties to be performed, and

the hours and locations of work, including overtime; to determine the appropriate mix of employees, by job title, to operate the facilities; to determine appropriate staffing levels; to temporarily or permanently close any portion of any facility; to determine, establish, promulgate and enforce performance and behavior requirements and guidelines; and in all respects carry out the ordinary and customary functions of management subject only to the conditions herein set forth.

Section 5.2 - Further, all management functions and prerogatives which are not expressly modified or restricted by a specific provision of this Agreement are retained and vested exclusively in management. The Employer's failure to exercise any function or responsibility hereby reserved to it, or its exercising any function or right in a particular way, shall not be deemed a waiver of its responsibility to exercise such function or responsibility, nor preclude the Employer from exercising the same in some way not in conflict with this Agreement.

Section 5.3 - The Employer's Rules and Regulations as set forth in the Employee Handbook shall apply to all Union employees to the extent that such term, condition, policy or procedure is not inconsistent with this Agreement. It is understood that the contract provisions govern in the event of a conflict. If the Union believes that any such term, condition, policy or procedure is in conflict with this Agreement, it shall have the right to file a grievance either when the term, condition, policy or procedure is initially implemented, or alternatively, when any such term, condition, policy or procedure is applied to an employee resulting in discipline or termination. The Employer shall notify the Union of substantial changes to the Handbook.

Section 5.4 - Employees shall work as directed by supervisory personnel. Under all circumstances, the Employer reserves the right to determine the services it will perform and establish the number of employees and the work methods necessary to perform any activity.

Section 5.5 - It is understood that the rights enumerated above do not grant the Employer the right to violate State or Federal laws or regulations. It is further understood that any claims concerning alleged violations of such laws or regulations may not be brought as grievances under this Agreement unless mutually agreed otherwise but should instead be referred to an appropriate forum.

ARTICLE 6
SUCCESSORSHIP

Section 6.1 - In the event a facility is to be sold, assigned, leased or transferred, the Employer shall notify the Union in writing, at least sixty (60) calendar days prior to such transaction, subject to SEC and other applicable laws and regulations. Such notice shall include the name and address of the prospective new owner, assignee, lessee or transferee. If requested, the Employer shall meet with representatives of the Union to bargain over the effects of the transaction on bargaining unit employees, not later than thirty (30) days prior to any transaction. No confidential business information shall be disclosed to Union at any time unless the Union can demonstrate a compelling need for same. If the Union is able to do so, it shall also agree to suitable arrangements for protecting the confidentiality and use of such information.

Section 6.2 -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, provide a copy of the Collective Bargaining Agreement, and request that the organization retain the Employer's workforce.

Section 6.3 - The Employer shall have no responsibility or liability for any breach of the provisions of this Section by the successor employer.

ARTICLE 7
VACANCIES AND JOB POSTINGS

Section 7.1 - All vacancies which the Employer intends to fill, and all new positions in the bargaining unit shall be posted for a period of four (4) days, including one weekend day, in the break room. Postings shall include classification, shift, and rate of pay.

Section 7.2 - The Employer will offer the vacancy to the bargaining unit applicant with the most seniority provided that the applicant is qualified for the position.

Section 7.3 - When an employee bids into a higher classification he/she will keep his/her current wage or move to the wage rate in the new classification that is the closest comparable seniority level within that classification, whichever is greater.

ARTICLE 8
HOURS OF WORK AND OVERTIME

Section 8.1 - Hours of Work – Upon the first full pay period following ratification of this Agreement the regular workday for nursing staff (CNA/CMA) shall be adjusted to a regular schedule of seven-and-one-half (7.5) paid hours per workday. A workday is defined as a period of twenty-four (24) hours beginning at midnight or the regular start of the night shift nearest to midnight. A workweek is a period of seven (7) consecutive days beginning at 0001 hours on Sunday and ending at 12:00 am the following Sunday. The Employer will use reasonable efforts to offer hours of work up to thirty-seven and one half (37.5) to the most senior full-time employee(s) unless employees in the given department jointly decide to allocate hours in another manner. This is not construed to be a guarantee of hours.

Payroll period is a fourteen (14) day period. It is understood that the Employer may establish whatever start and finish times are necessary to implement this according to Employer scheduling need.

Section 8.2 - Employees reporting to work shall receive a minimum guarantee of two (2) hours of paid time. Such minimum guarantees shall not apply if the Employer makes a reasonable effort to notify the employee at least two (2) hours prior to the scheduled starting time that the employee is scheduled to report to work. An employee who is sent home after reporting to work or called off of work shall not be considered “on-call” or “on-standby for the remainder of the shift. Employees requested to attend in-service and department staff meetings shall receive a minimum of one (1) hour of pay when such meetings are scheduled outside their regularly scheduled shift.

Section 8.3 - Permanent changes in established individual employee schedules will be with two (2) weeks prior notice. The fourteen (14) days’ notice from the Employer may be extended up to 30 days where there is a demonstrated need to allow the employee to make necessary arrangements, such as daycare changes, to accommodate the new schedule.

Section 8.4 - The Employer may offer shift bonuses in order to fill open shifts so long as such bonuses are equally applied.

Section 8.5 - There shall be no duplication (pyramiding) of overtime under this or any other provision of this Agreement.

Section 8.6 - To the best of the Employer’s ability, the Employer agrees to keep sufficient on-call employees in each department to cover open shifts as needed.

Section 8.7 - In cases of reduction of force, including the temporary reduction of hours due to low census, the reduction shall take place as follows. It is the intent of the parties that such reduction of hours shall be shared amongst the workforce as equitably and evenly as is possible. The order of reduction shall be:

1. Volunteers by rotation in seniority order.
2. Temporary employees by date of hire.
3. On-call employees by date of hire.
4. Full-time employees/part-time employees by rotation in reverse order of seniority by classification within the department experiencing the reduction in force.

ARTICLE 9
WAGES

Section 9.1 - All Employees wage rates shall not be less than the applicable minimum wage rate plus an additional two percent (2%). Starting rates for nursing staff shall be increased by one percent (1%) on June 1, 2019 and June 1, 2020. Starting rates for non-nursing staff shall be increased by two percent (2%) on June 1, 2019 and June 1, 2020.

Section 9.2 - Nursing staff (CNA/CMA) employed at the facility prior to ratification of this Agreement shall have their per hour wage rate adjusted to reflect the shift reduction from eight (8) to seven and one half (7.5) hours, so that they earn in 7.5 hours what they would have earned in 8 hours. This adjustment for employees hired prior to ratification shall be applied prior to any other agreed upon adjustments or increases during the term of this Agreement.

<i>Effective after ratification</i>		<i>Hired before ratification</i>	
CMA	16.25	CMA	17.33
CNA/RA	14.05	CNA/RA	14.99
Cook	12.22	Cook	12.22
Other Aide	10.96	Other Aide	10.96

Section 9.3 - CNA/CMA Experience Premium for New Hires in Nursing: The Employer will pay twenty cents (\$.20) per hour per year for up to ten (10) years of proven, relevant CNA/CMA

experience upon hire above the minimum rates sets forth above. The specific number of years of experience credit to pay new hires shall be at the discretion of the Employer.

Section 9.4 - Nursing Experience Premium One-Time Adjustment for Nursing Employees Hired before Ratification: Effective in the first full pay period following ratification of this agreement, all current Nursing employees' wages shall be reviewed and where necessary adjusted upwards to account for the twenty cent (\$.20) per year experience credit, up to a maximum of ten (10) years. For Nursing Staff, such adjustment shall be added to the "Hired Before Ratification" rate outlined in Section 5.2. For example, a CNA with five (5) full years of CNA experience shall be adjusted upwards to fifteen dollars and ninety-nine cents an hour (\$15.99). No employee shall suffer a loss in pay due to this calculation. For the purposes of this one-time adjustment, relevant experience shall be calculated as of June 1, 2018

Section 9.5 - Thereafter, and for the remainder of this Agreement, additional experience premiums earned by Nursing employees shall be paid in the first full pay period following June 1 after the next experience premium is earned. For example, an employee with three (3) full years of proven relevant experience as a CNA reaches four (4) years of such experience on March 1. That employee will be paid an additional twenty cents (\$.20) per hour beginning with the first full pay period following June 1 of that year. No employee shall suffer a loss in pay due to this calculation.

Section 9.6 - Definition of Relevant Experience: For purposes of this Agreement, proven relevant CNA experience as used above shall be defined as full years of work as a CNA in either a skilled nursing facility, resident care facility or hospital. It is understood that work at a resident care facility will only be recognized if the individual was certified for that work in the same manner as at a nursing facility, and the job duties performed were essentially the same type as the individual performs with the Employer. Employers and applicants will be responsible for providing proof of their relevant CNA experience. The Employer reserves the right to determine the credited years of CNA experience after reviewing applicable information from all relevant sources. Disputes over same may not be referred to the grievance procedure. A CNA who becomes a CMA shall receive one (1) year of CMA experience for every two (2) years of CNA experience.

Section 9.7 - Wage Increases:

At ratification, employees shall receive the greater of: 1) the increase resulting from the experience premium described above, or 2) an increase to their preadjusted base rate of two and one half percent (2.5%) whichever is greater. For employees hired before ratification, whichever increase is applicable shall be retroactive to June 1, 2018.

For Nursing Staff receiving the experience premium: There shall be another across the board increase of two percent (2%) effective June 1, 2019, and an additional across the board increase of two percent (2%) effective June 1, 2020.

Credited experience premiums shall be added to an employee's base rate before across the board increases are applied as described above.

For Non-Nursing Staff or Nursing Staff above Ten Years of Experience: There shall be an across the board increase of two- and one-half percent (2.5%) effective June 1, 2019, and an additional across the board increase of two and one half percent (2.5%) effective June 1, 2020.

The employer, at its sole discretion, may raise the start rates upon written notice to the union. The Employer agrees that no current employee will make less than any new hire employee in the same classification if that new hire has the same or less verified, relevant, comparable experience as defined above. The Employer may, at its sole discretion, implement, modify or eliminate incentives to hire new employees, encourage safe working practices, or for any other business reason.

Section 9.8 – Employees required to attend in-service or training meetings shall be compensated at their regular rate of pay for all hours in attendance.

Section 9.9 - A week-end differential of twenty-five cents (\$.25) per hour will be paid for all shifts worked commencing with the day shift Saturday and ending with the third shift Sunday.

Section 9.10 - All Employees shall receive shift differentials for all hours worked on that shift according to the following table:

Evening	Night
Sixty Cents Per Hour (\$0.60)	Twenty-five Cents Per Hour (\$0.25)*

*Any Employee employed prior to January 1, 2018 who continues to work NOC shift shall receive a sixty (60) cent per hour shift differential.

Section 9.11 - A training bonus of twenty-five cents (\$0.25) per hour will be paid to each CNA assigned on a specific schedule for training new employees and/or students.

Section 9.12 – No employee shall suffer a wage reduction as a result of this Agreement.

Section 9.13 – The Employer agrees to meet and discuss the hiring rates for any new covered positions, prior to implementation as long as the meeting occurs within thirty (30) calendar days after the Union receives notice of the rates.

Section 9.14 – Payroll errors caused by the Employer will be corrected as expeditiously as possible once the affected employee has brought the matter to the Employer's attention. If the amount of the error equals or is greater than one (1) day's pay for the affected employee, the Employer shall correct the error within three (3) business days at the employee's request, provided the employee has no time card errors or missed punches in the same pay period which were caused by the fault of the employee.

ARTICLE 10
POSTING OF SCHEDULES

Section 10.1 – A schedule of starting and quitting times and days off will be posted by the fifteenth (15th) of the month preceding the scheduled month, subject to low census circumstances, employees’ absences, emergency situations, and as much advance notice of overtime requirements will be given as permitted by operational circumstances.

Section 10.2 - An “emergency” for the purpose of the above paragraph is a situation in which the Employer is obligated without advance planning to change schedules with less than twenty-four (24) hours’ notice. In making changes, the Employer shall give consideration to any prior commitments of the employees. The Employer shall make a reasonable effort to notify the employee at least two (2) hours prior to the scheduled starting time, otherwise the worker shall qualify for the report pay outlined in Article 4 Section 4.2. It is the employee’s responsibility to keep the Employer informed of his/her telephone number and address.

Section 10.3 – The Employer shall assign overtime and open shifts on an equitable basis among qualified employees in the groupings below on a rotating seniority basis, as follows:

All open shifts shall be filled as follow:

1. On-call employees
2. Volunteers currently working when the open shift becomes known or available
3. Volunteers who sign up on the Extra Work Sign-Up Sheet

Any other methods will be used as a last resort.

ARTICLE 11

WORKLOAD DISTRIBUTION

It is the intention of the Employer to distribute workloads equitably among employees in both single work units and departments where possible, and to the extent practicable to maintain an on-call list sufficient in size to deal with expected employee absenteeism. Claimed violations of this Section may not be subject to the Grievance and Arbitration provisions of this Agreement but may be referred to the Challenge Resolution Team for discussion.

ARTICLE 12
HEALTH AND WELFARE

Section 12.1 - During the term of this Agreement the Employer agrees to make available its Value Medical and Basic Medical plans, or substantially equivalent plans, to eligible full-time employees. If any employee chooses not to enroll in said plan when coverage is first available, they will be required to wait until the next open enrollment period unless otherwise required by law, consistent with the requirements of said plan.

Section 12.2 - The Employer agrees to maintain the monthly employee premium contribution amounts outlined in the table below, for all plans and coverage levels, without change, for the duration of this Agreement subject to the following. The Employer will absorb up to five percent (5%) of an increase in its total premium costs for these plans on a year to year basis. Any increases over five percent (5%) in such total premium costs on a year to year basis will be borne equally by the Employer and employee. For example, if the Employer's total premium costs increase by 9% on a year to year basis, the Employer will be responsible for 7% of any subsequent premium increases (5% plus 2%) and the employee will be responsible for 2% of such premium increases.

Basic Medical Plan	Employee Monthly Portion
EE	\$106.20
EE/CH	\$529.20
EE/SP or Family	\$985.20



Section 12.3 - Dental and Vision Insurance shall be made available to full-time and part-time employees in the same manner as offered to the Employer’s non-union employees. The employee is responsible for one-hundred percent (100%) of the total monthly premium for both dental and vision coverage.

Section 12.4 - Full and part-time employees will be covered by life insurance as follows:

1 year of service <u>at facility</u>	\$3000.00
3 years of service <u>at facility</u>	\$4000.00
5 years of service <u>at facility</u>	\$5000.00
7 years of service <u>at facility</u>	\$6000.00
10 years of service <u>at facility</u>	\$7000.00

Section 12.5 - Employees not working because of work-related (Workers’ Compensation) injury will continue to receive the Employer contribution to their health benefit plan for ninety (90) days.

Section 12.6 - The Employer agrees that all employees covered by this Agreement shall be covered by the Oregon State Industrial Insurance Act or its equivalent. In cases of a valid on-the-job injury, employees shall be reinstated if and when required by applicable State and/or federal law.

Section 12.7 - When an employee begins an unpaid leave of absence, his/her health insurance coverage shall continue through the end of the current month.

ARTICLE 13
BEREAVEMENT LEAVE

Section 13.1 - Full-time and part-time employees who have completed their probationary period shall be entitled to three (3) days’ paid leave in the event there is a death in the immediate family,

which is defined as parent, spouse, verifiable domestic partner, brother, sister, child, mother-in-law, father-in-law, grandparents and grandchildren. Bereavement leave must be taken within fourteen (14) days of the death of the immediate family member. Proof of death of the immediate family member will be required unless extraordinary circumstances exist. Proof of relationship also may be required before payment of leave is granted.

Section 13.2 - For the purposes of verifying a domestic partner, criteria that may be used include, but are not limited to, the following: joint bank account statements, or proof of shared residents, or legal documentation, etc.

ARTICLE 14 NON-DISCRIMINATION

The Employer and the Union agree that each will fully comply with applicable laws and regulations regarding discrimination and will not discriminate against any employee or applicant for employment because of such person's race, religion, color, national origin, sex, creed, sexual orientation, gender identity, ancestry, age, or any other protected class, as provided by law.

ARTICLE 15 REST PERIODS AND MEAL PERIODS

Section 15.1 - The Employer shall provide all employees with a fifteen (15) minute rest period during each half of a full-time shift.

Section 15.2 - All employees shall be granted thirty (30) minutes during each full-time shift worked for an unpaid meal period near the middle of the shift. If employees have their meal period interrupted, the meal period shall resume after the interruption.

ARTICLE 16

HOLIDAYS

Section 16.1 - All Bargaining Unit Employees eligible for PTO shall be paid time and one-half their regular rate of pay for all hours worked on the following holidays.

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgivings Day

Christmas Day

ARTICLE 17

JURY DUTY

An employee required to serve on jury duty shall be paid by the Employer their regular pay up to seven and one half (7.5) straight-time regular scheduled shift hours less any money received from

the Court per day while serving on jury duty. Jury duty shall be paid for a maximum of five (5) days of scheduled work. The employee must show proof of jury service and the amount of jury pay. Accommodation will be made for non-daytime employees so as not to burden them with the responsibility of both jury duty and work.

**ARTICLE 18
PAID TIME-OFF**

Section 18.1 - Regular full time and part time employees shall be eligible for paid time-off (PTO) in accordance with the following schedule. PTO may be used for holiday pay and/or absences including vacation, sick and/or personal leave.

Section 18.2 - Paid time off will be accrued in accordance with the following schedule:

Length of Service at facility	Accrual Rate	Maximum Accrual
0-12 months	.0385 per hour	8 days/ 60hours**
Year 2 thru Year 4	.0885 per hour	23 days/ 172.5 hours
Year 5 plus	.1077 per hour	28 days/ 210 hours
Year 10 thru Year 14	.1231 per hour	30 days/ 225 hours *
Year 15 plus	.1423 per hour	35 days/ 262 hours *

*The final two accrual steps apply only to employees employed at the facility as of the effective date of this Agreement.

** Employees at the 0-12 months accrual rate as of ratification shall have their Maximum Accrual set at 10 days/80 hours until they reach the Year 2 thru Year 4 rate.

Section 18.3 - PTO Accrual Caps. Bargaining Unit Employees PTO shall be capped at one hundred and twenty (120) hours

Section 18.4 - PTO Cap Process. Bargaining Unit Employees shall accrue PTO on an ongoing basis from their date of hire but once a Bargaining Unit Employee reaches his/her cap, he/she shall be paid out twenty (20) hours of PTO at fifty percent (50%) of value.

Section 18.5 - Employees may cash out PTO at any time during their employment at fifty percent (50%) of value. Employees must maintain a balance of twenty (20) hours in their PTO banks at all times.

Section 18.6 - Employees are eligible to accrue PTO benefits upon hire but may not use their accrued PTO hours until the beginning of their 91st day of employment. Employees who are on a leave of absence will not accrue PTO hours during their leave.

Section 18.7 - At separation of employment, an employee will be cashed out accrued PTO, at the rate of 50% of value, so long as the employee provides at least two (2) weeks advance notice of resignation and works through the entire notice period. Employees who are terminated shall not receive accrued PTO, unless their termination is due to a layoff. PTO may not be used during the resignation notice period.

Section 18.8 - Employees calling in sick shall not be required to find their own replacement.

Section 18.9 - Time off due to illness or injury which is compensated by Workers' Compensation or other benefit program is not considered paid time-off to the extent the employee receives such compensation.

Section 18.10 - Employees may donate unused paid time-off to other employees who have exhausted their leave so long as the donating employee maintains twenty (20) hours of paid time-off in his/her own accrual. Donated leave will be paid out at the lower of the two employees' wages.

Section 18.11 - Vacations may be scheduled at any time that is convenient within the department. The Employer will respond in writing within two (2) weeks after receiving an employee's request for vacation leave. Employees shall submit such requests as far in advance as possible of the requested time off.

Section 18.12 - In order to be eligible for holiday pay, the employee must have worked his/her last scheduled shift before the holiday and first scheduled shift after the holiday, and the holiday itself if scheduled, except in cases of a pre-excused absence, or an illness substantiated by a doctor's note. Employees who fail to comply with the requirements herein shall have the equivalent of one day's pay deducted from their PTO bank.

ARTICLE 19 JOB DESCRIPTIONS

The Employer will furnish the Union, upon request, job descriptions for all classifications in the bargaining unit, including modifications and revisions thereto. The Employer will review and update these job descriptions as necessary so that the job descriptions accurately reflect work being performed. The Employer agrees to notify the Union of any new classifications to be covered by this Agreement.

ARTICLE 20 NO STRIKE/NO LOCKOUT

Section 20.1 - During the term of this Agreement or any extension thereof, neither the Union nor its agents, representatives, nor employees covered by this Agreement will instigate, engage in, condone nor sanction, any strike, stoppage of work, walkout, picketing, slowdown, sympathy strike, or other concerted interruption of any kind of any functions of this facility, whether the cause therefor was or was not subject to arbitration under this Agreement. If such action occurs, the Union shall immediately make every reasonable effort to terminate such action. Any employee engaging in such actions will not be entitled to any benefit that accrues during that time and shall be subject to discharge or other discipline at the Employer's sole discretion.

Section 20.2 - Neither the violation of any provision of this Agreement by the Employer, nor the commission of any act by the Employer constituting an unfair labor practice or other violation of law, shall excuse the Union, or any of its members or representatives, or any employee covered by this Agreement, from the obligations of this Article.

Section 20.3 - During the term of this Agreement or any extension thereof, the Employer shall not commence or continue a lockout of its employees.

Section 20.4 - The Employer shall have the right to an injunction and all appropriate damages and attorney's fees if the Union or others covered by Section 17.1 violates said Section, and the Union shall have a right to an injunction all appropriate damages and attorney's fees if the Employer violates Section 17.3 hereof.

ARTICLE 21
PERSONNEL RECORDS

Section 21.1 - An employee may see his/her individual personnel file as permitted by State law by making a request in writing for an appointment with the business office. All reviews of personnel files must be made on non-work time. Upon request, the Employer shall furnish employees with copies of documents found within their files pursuant to State and Federal laws.

Section 21.2 - A record of disciplinary action shall be removed from an employee's personnel file twenty-four (24) months after it was issued, except that if a Bargaining Unit Employee receives a related discipline during the twenty-four (24) month period, the original discipline will remain in his or her file until twenty-four (24) months have elapsed during which the Bargaining Unit Employee received no related discipline. This provision shall not apply to disciplines issued for resident abuse, resident neglect, theft, insubordination, sexual or racial harassment, medication errors, or other major infractions of facility guidelines.

ARTICLE 22

DISCIPLINE AND DISCHARGE

Section 22.1 - The Employer shall have the right to discharge, suspend or discipline any employee for just cause. Employees shall receive notice of discipline in a timely manner, in private, and in such a manner as to not unduly embarrass the employee in front of others. An employee has a right to union representation in any investigatory meeting which the employee reasonably believes may result in discipline to him.

Section 22.2 - The employee shall be provided a duplicate copy of discipline to forward to the Union. The employee shall be required to sign the discipline; however, the employee's signature thereon shall not be construed as an admission of guilt or concurrence with the reprimand, but rather shall be required as an indication that they have seen and comprehend the gravity of the notice. Employee shall have the right to attach his/her own view to the discipline, which will also be placed in the file. No formal discipline shall be placed in an employee's personnel file without the employee's knowledge.

ARTICLE 23

GRIEVANCE AND ARBITRATION

Section 23.1 - A grievance shall be defined as a written statement by either party alleging violation of the Agreement, setting forth in detail all grounds upon which such allegation is based.

Section 23.2 - For purposes of this Article, “business days” are defined as Monday thru Friday.

Section 23.3 - The parties shall attempt to resolve all disputes arising in connection with this Agreement on an informal basis. If the parties are unable to resolve such dispute in the manner provided in this Section, the party making the claim shall, within the applicable time limit set out below, serve a written grievance on the other party. The time limits under this Article may be extended by mutual agreement, provided that any extension of the time limits for filing a grievance must be in writing.

Section 23.4 – Step 1. Step 1 of the grievance must be served in writing to the Department Head or designee within fifteen (15) business days of the day the occurrence arises or becomes known to, or should reasonably have become known to, the other party, or the grievance will be null and void. Class action grievances begin at Step 2.

Section 23.5 – The Department Head (or designee) and the Union shall meet within ten (10) business days of said service for the purpose of discussing and if possible, settling said grievance. The responding party shall give its answer within five (5) business days of the conclusion of such meeting. If no answer is given within such time period, the grievance will be deemed to be denied. If such grievance is not settled, then:

Section 23.6 – Step 2. The grieving party may move the grievance to Step 2 by submitting the written grievance to the Administrator or designee, within ten (10) business days of the Step 1 response. The Union and the Administrator (or designee) shall meet within ten (10) business days of the Step 2 request and attempt to resolve the grievance. The responding party shall give its answer within five (5) business days of the conclusion of such meeting. If the grievance is not

resolved within five (5) business days of such meeting, the grievance will have been deemed to be denied.

Section 23.7 – Step 3. Arbitration. Either party may make a written request for arbitration. If such request is not served on the other party within ten (10) business days of the conclusion of the procedures set forth in Section 21.5 the grievance shall be null and void.

a.) Arbitrator Selection Process. If the Employer and the Union fail to agree on an arbitrator or a permanent panel of five (5) arbitrators has not been mutually established, upon the timely submission of a demand for arbitration the moving party must request a list - within thirty (30) calendar days from the date of the request for arbitration - from AAA and notify the other party of having done so. The AAA shall provide the parties with a list of nine (9) arbitrators. 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 coin toss.

a) Arbitration Timelines. Once an arbitrator has been properly selected, an arbitration date must be set within sixty (60) calendar days of such selection unless the chosen arbitrator is not available and then the arbitration date will be 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. Prior to the arbitration hearing date, the Employer and Union will make all reasonable efforts to 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 evidence and arguments of the parties. 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.

b) 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 decisions of the Arbitrator shall be limited to the terms and provisions of this Agreement and in no event may the terms and provisions of this Agreement be altered, amended or modified by the Arbitrator.

Unless otherwise agreed to by the parties, 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, in the opinion of the Arbitrator, neither party's position is clearly sustained by the Arbitrator, the Arbitrator shall assess the foregoing costs to each party on an equal basis. In all arbitrations, each party shall pay its own attorney's fees and the cost of the presentation of its respective case, including the cost of any expert witnesses.

- c) Occurrences prior to the ratification date or subsequent to the expiration date of this Agreement, shall not be subject to arbitration absent mutual agreement of the parties.
- d) The parties agree that the arbitrator shall accept a written statement signed by a resident, patient or family member in lieu of their sworn testimony and it shall carry the same force and effect as if the resident, patient or family member appeared and provided live testimony. In appropriate circumstances, the Employer may be required to establish that the resident, patient or family member does not suffer from a severely impaired cognitive state. The parties agree that neither shall compel, or attempt to compel, a resident, patient or family member to appear as a witness. However, if a resident, patient or family member wishes to appear voluntarily at an arbitration, nothing in this Section shall prohibit them from doing so.

ARTICLE 24

TRAINING AND EDUCATION

Section 24.1 - The Employer will pay for all mandated classes after the probationary period. The employer shall make all reasonable efforts to notify employees at least 2 weeks prior to any training.

Section 24.2 - All new employees shall receive all necessary training to be oriented to the facility. New hires shall receive training by other employees as appropriate.

Section 24.3 – Probationary employees shall not be assigned to train new employees.

ARTICLE 25

PAYDAY

Section 25.1 - Employees shall be paid every other Friday.

Section 25.2 - Paper paychecks shall be made available for all employees no later than the end of the CNA dayshift on paydays.

Section 25.3 - Direct Deposit shall be made available to employees. Upon request, employees may receive W-2 forms, paystubs, and other information in paper form.

Section 25.4 - Electronic or paper paycheck stubs shall be made available to Employees on or before each pay date.

ARTICLE 26

LEAVES OF ABSENCE

Section 26.1 - The Employer shall comply with all local, state and federal leave of absence requirements.

Section 26.2 - An authorized leave of absence shall not affect previous accumulated seniority or benefits. Seniority and benefits will not accumulate during such leave.

ARTICLE 27

SENIORITY, LAYOFF AND RECALL

Section 27.1 - Seniority is defined as the length of continuous employment at the facility less adjustments due to layoffs and unpaid leaves. Accrual of seniority begins upon an employee's

successful completion of the probationary period and is retroactive to the employee's date of hire at the facility.

Section 27.2 – On-call employees shall accrue seniority within their on-call status for scheduling purposes based on hours worked. When on-call employees become full or part time, their seniority shall be calculated based on the number of hours worked as of the date of classification change, from the date of hire. When full or part time employees become on-call, they shall retain their accrued seniority per Section 27.1.

Section 27.3 - If two (2) or more employees have the same date of hire, then seniority shall be determined alphabetically by the employee's last name as of the date of hire.

Section 27.4 – Layoff:

- A. No layoff shall be implemented without notifying the Union at least fourteen (14) days in advance. Within seven (7) days of such notice, the Union may call a meeting with the Employer for the purpose of avoiding or mitigating the effects of the layoff and discussion of the procedures to be followed.
- B. If a position within their classification becomes available, employees who have been laid off shall be recalled by seniority before the position is offered to current employees or outside applicants. Such right to recall shall not exceed twelve (12) months from the date of lay-off. The employee has the responsibility to notify the Employer of his/her current telephone number and address. The open position shall be offered to current employees or outside applicants only after the laid-off individual refuses the opening.

Section 27.5 - A Bargaining Unit Employee 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 and experience to do the job.

Section 27.6 - Any former employee who is rehired within ninety (90) days of layoff shall be credited with all seniority accumulated at the date of termination upon rehire.

ARTICLE 28
DRESS CODE AND UNIFORMS

Section 28.1 - The Employer will give the Union notice before any change is made in the dress code and bargain over any financial impact for Bargaining Unit Employees.

Section 28.2 - The practice of allowing employees to wear knee length shorts (no cut-offs or short-shorts) shall be from June 1 until September 30 each year or extended at the discretion of the Employer.

ARTICLE 29
HEALTH AND SAFETY

Section 29.1 - The Employer shall provide a safe and healthful place of employment for each employee and comply with all local, State, and Federal health and safety laws and regulations. Likewise, it is the duty of each employee to comply with all health and safety regulations of the Employer. In the event a safety or health hazard is detected, it shall be promptly reported to the Employer. The Employer shall then have a reasonable period of time to remedy the situation. No retaliatory or discriminatory action shall be taken against any employee(s) who report dangerous or unhealthful conditions at the nursing home to their supervisor, Administrator, or other proper authority or agency.

Section 29.2 - The Employer shall make reasonable efforts to provide the necessary equipment, materials and training to bargaining unit employees in order to provide quality care for residents and a safe workplace for employees.

Section 29.3 - Consistent with the HIPAA Privacy Rule and state confidentiality provisions, the Employer shall provide minimum necessary protected health information to bargaining unit

members necessary to ensure their safety and protection in the event of exposure to pathogens and shall provide appropriate safety equipment for such bargaining unit employees.

Section 29.4 - The Employer shall make hepatitis B vaccines, flu vaccines, annual 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 so long as provided or performed by medical personnel employed or approved by the Employer. The Employer will pay for Employer provided lice and scabies test and treatment in the event of a documented case at the facility.

ARTICLE 30
RESPECT AND DIGNITY

All bargaining unit employees and members of management shall be treated with respect and dignity. Members of management, and bargaining unit employees, shall avoid using derogatory language, and shall conduct themselves in a professional manner. Neither members of management nor employees shall allow for, participate in, or insist upon, any violation of resident rights or the violation of any other applicable laws or regulations. There shall be no grievances filed alleging a violation of this Article unless the employee has been disciplined for violation of his/her obligations herein.

ARTICLE 31
CHALLENGE RESOLUTION TEAM

Section 31.1 - The parties agree to meet and discuss reasonable and appropriate subjects. Such meetings will be held once each month on a mutually agreed-upon, regularly occurring date (e.g.

2nd Wednesday of each month). The Challenge Resolution Team exists for the purpose of resolving current and on-going challenges within the facility.

Section 31.2 - The Committee shall be comprised of no more than three (3) representatives designated by the Employer and no more than three (3) representatives designated by the Union. By mutual agreement, more than three (3) representatives from either side may attend a given meeting. A maximum of three (3) employees who attend the Challenge Resolution Team meetings will be compensated at a maximum of one (1) hour per month. Employees shall not take time off during a work shift to attend a Committee meeting without the express permission of the employee's supervisor.

Section 31.3 - No grievances shall be discussed at these meetings but shall instead be referred to the grievance procedure.

Section 31.4 - Agreements reached at Labor/Management meetings shall not be binding on the parties. The Committee shall not have the power to alter the terms of this Collective Bargaining Agreement, or Facility or Corporate Policy.

ARTICLE 32

ENTIRE AGREEMENT AND WAIVER

It is understood and agreed that this Agreement contains all the agreements of the parties. The Employer and the Union agree that each has had the opportunity to discuss any matters dealing with wages, hours or conditions of employment, and that all matters desired by either party have been presented, discussed, and either incorporated herein or rejected.

ARTICLE 33

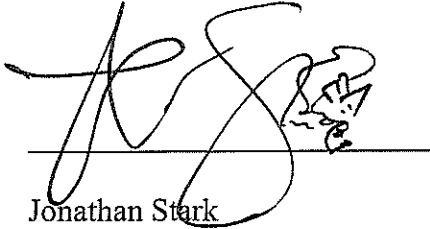
DURATION OF AGREEMENT

Section 33.1 - This Agreement shall become effective on May 7, 2019, and shall remain in effect through , December 31, 2020 and from year to year thereafter, provided, however, that either party upon not less than ninety (90) days' written notice to the other prior to December 31, 2020, or December 31st of any subsequent year may notify the other party of its desire to amend or terminate the Agreement upon the expiration of its then current term.

Section 33.2 - If any provision of this Agreement is found to be in conflict with the laws of the State of Oregon, as may be applicable, or the United States of America, such provision shall be changed to conform to such law/laws or be deleted entirely as agreed to by the parties hereto, and the remaining provisions of the Agreement shall remain in full force and effect.

FOR THE EMPLOYER

Meadow Park Health St Helens, LLC, d/b/a
Meadow Park Health and Specialty Care Center

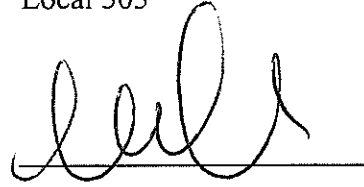


Jonathan Stark

Dated: 8/27/19

FOR THE UNION

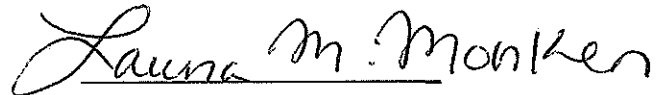
Service Employees
International Union
Local 503



Melissa Unger, Executive Director

Melissa Unger, Executive Director

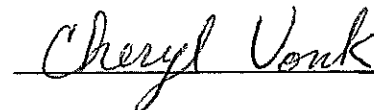
Dated: 8/29/19



Launa M. Monken

Launa Monken, SEIU Care
Provider Organizer

Traci Hammond, CNA



Cheryl Vonk

Cheryl Vonk, Dietary



Pat Smith

Pat Smith, Housekeeping