COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CONIFER HOUSE OPERATING COMPANY, LLC

AND

SEIU LOCAL 503, OPEU
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PREAMBLE

This Agreement is made and entered into by and between Conifer House Operating Company, LLC (referred to herein as "the Employer") and Service Employees International Union Local 503, OPEU (the "Union"), acting on behalf of the employees of the Employer as defined in the recognition clause (the "Employees").

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

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

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

ARTICLE 1: RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining representative of a single bargaining unit, as provided for under federal labor law for all employees, excluding supervisors, managers, the positions of Medical Records Director, Social Services Director, Admissions Director, RNs and LPNs and other professional employees, guards and confidential employees.

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

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

ARTICLE 2: UNION SECURITY

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

C. 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 their 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.

D. The deductions collected from all employees for any pay dates in a calendar month, together with an electronic itemized statement, shall be remitted to the Union’s Salem headquarters no later than the tenth (10th) of the following month. This statement shall include the following information for every bargaining unit employee if readily available:

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

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

E. The Union will indemnify and hold harmless the Employer with respect to any asserted claim or obligation or cost of defending against any such claim or obligation of any person arising out of the Employer’s deducting and remitting of 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.

ARTICLE 3: NO DISCRIMINATION

A. 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. 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, lawful political affiliation, veteran status, disability, medical condition, sexual orientation, sex, gender identity, gender expression, age, marital status or any other protected class.

B. 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. This 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.

C. The use of the masculine or feminine gender or any titles which connote gender in this Agreement shall be construed as including both genders and not as sex limitations unless the Agreement clearly requires a different construction.

ARTICLE 4: MANAGEMENT RIGHTS

A. Except as otherwise specifically provided in this Agreement, the management and operation of the nursing home, the control of the premises and the direction of the workforce are vested with the Employer.

B. The right to manage includes, but is not limited to, the right to hire, assign,
transfer, suspend, discharge and discipline employees for just cause; select and determine the number of its employees, including the numbers assigned to any particular work; increase or decrease that number; direct and schedule the workforce; determine the location and type of operation; determine and schedule when overtime shall be worked; install or remove equipment; discontinue the operation of the business by sale or otherwise, in whole or in part, at any time; determine the methods, procedures, materials and operations to be utilized or to discontinue their use; transfer or relocate any or all of the operations by sale, in whole or in part, at any time; determine the work duties of employees; promulgate, post and enforce reasonable rules and regulations governing the conduct and act of employees during working hours, select supervisory employees; train employees; discontinue or reorganize or combine any department or branch of operation with any consequent reduction or other change in the working force; establish, change, combine or abolish job classifications and transfer employees, either temporarily or permanently, within programs and/or job classifications; determine job qualifications, work shifts, work pace, work performance levels, standards of performance, and methods of evaluation of the employees, and in all respect carry out, in addition, the ordinary and customary functions of management.

C. None of these rights shall be exercised in an arbitrary or capricious manner.

ARTICLE 5: UNION RIGHTS, REPRESENTATIVES AND STEWARDS

A. In the interest of promoting a positive approach to labor management relations the parties agree to the following:

B. ProfessionalCourtesy and Behavior. The Employer and the Union agree to encourage everyone, regardless of position or profession, to perform in an efficient, courteous and dignified manner when such individuals interact with fellow employees, facility residents, and visitors. The Employer and the Union agree that all facility employees, managers, and Union representatives will treat each other with dignity, respect and courtesy. The foregoing principles shall also apply in providing service to patients and visitors. Neither the Union nor the Employer shall use negative rhetoric in the form of written or verbal communication that concerns the mission, motivation, leadership, character, integrity or representatives of the other. No Party shall circulate, or cause to be circulated, any charge or report that is designed to bring another Party into public disrepute or otherwise adversely affecting the integrity, credibility or reputation of such Party, including all written material connected with any organizational campaign or collective bargaining negotiation. The foregoing two (2) sentences shall be waived for any successor contract bargaining thirty (30) days prior to the expiration of the Agreement, unless the parties mutually agree to binding arbitration for any successor contract bargaining.

C. Union Representatives. Union staff representatives 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. With at least one (1) business day’s prior notice, or less with mutual agreement with the
Employer, a representative of the Union shall have reasonable access to the Employer’s premises. If the facility visit is in relation to filing of an employee’s grievance or the investigation of a potential grievance, the Union representative shall have immediate access to the Employer’s premises. Prior notification may include notice by telephone or email. Upon entering the facility the Union representative shall notify the Administrator, or his/her designee, of the representative’s presence in the facility. Such Union representative shall confer with employees during the employee’s non-working time in the employee break room and other non-work areas. The Union will furnish the name of the Union representative to the Employer.

D. 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.

E. Union Stewards. The Union shall designate Union Stewards and notify the Employer in writing as to who the Stewards are. The Union Stewards’ performance of Union work shall not interfere with the operation of the facility nor the performance of employees’ job duties. A Union Steward shall receive her/his 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. A Union Steward shall also receive her/his 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 in consideration of operational needs. Bargaining Unit Employees requesting time off to attend steward training will make every effort to comply with Employer’s policy for requesting time off.

F. New Union Member Orientation. Each month, Employer will provide a designated Union Steward with the names of all employees newly hired into bargaining unit job classifications and the scheduled date for such employees’ general orientation. During general orientation of Bargaining Unit Employees covered by this Agreement, or within one
(1) month of a Bargaining Unit Employee’s hire date, whichever occurs first, a Union Steward (on the clock) will be given an opportunity at a mutually agreed upon time to speak with the Bargaining Unit Employees in private for up to fifteen (15) minutes. Part of this discussion will include an explanation and distribution of Union Membership/Dues Authorization cards to the new Bargaining Unit Employees. The purpose of this session shall be to explain to new Bargaining Unit Employees that they are covered by this Agreement and to answer any questions about this Agreement, SEIU Local 503. Such Union Orientations will be mandatory for all Bargaining Unit Employees within her/his first month of hire.

G. Union Activities. There shall be no reprisal, coercion, intimidation or discrimination against any Union steward or Union member for participation in union activities, as defined by applicable law.

H. Daily Stipend for Joint Lobby Days. The Employer and the Union 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 doesn’t exceed the overall total of up to two (2) employees per facility. The Union will identify and select the employees eligible for the stipend within the framework above and verify such employee’s lobby day participation at the approved event.

I. Volunteer Union Activities. For employee activity under this Article, including collective bargaining with the Employer that does not fall under paid time, employees will be able to utilize earned paid time off. Under no circumstance will employees have a reduction of status or lose health care benefits for employee activity under this Article.

J. All Staff Meetings. When the Employer holds its regularly scheduled All Staff Meetings at the facility, a Union Representative and/or Union Steward shall be given the opportunity to address the Bargaining Unit for five (5) minutes when possible.

ARTICLE 6: PROBATIONARY EMPLOYEES

A. New employees shall be on probation for ninety (90) calendar days from their dates of hire.

B. During or at the end of the probationary period, the Employer may discharge any probationary employee at will and such discharge shall not be subject to the grievance and arbitration provisions of this Agreement.

SEIU Local 503 and Conifer House Collective Bargaining Agreement
October 1, 2017 – September 30, 2019
C. For part-time employees and for new caregivers, the ninety (90) day probationary period may be extended by a maximum of thirty (30) days at the discretion of the Employer, upon written notice to both the employee and the Union announcing that extension. If an employee works less than ten (10) hours a week, the Employer may extend the probationary period by another thirty (30) days, if the Employer can demonstrate in writing to the Union the necessity for the extension of the probationary period.

ARTICLE 7: TEMPORARY EMPLOYEES

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

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

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

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

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

ARTICLE 8: SENIORITY

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

B. **Accrual**
   1. Accrual of seniority begins upon an employee’s successful completion of the probationary period, and is retroactive to the employee’s date of hire.
   2. Seniority shall cease to accrue but shall not be lost in the event of a layoff or leave of absence longer than three (3) months.
   3. An employee's seniority shall be lost in the event of his/her:
a. Voluntary resignation or retirement;
b. Discharge for just cause;
c. Failure to return to work upon expiration of an authorized leave of absence; and
d. Layoff in excess of one (1) year.

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

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

2. The Union may request a meeting for the purpose of avoiding or mitigating said layoff and discussion of the procedures to be followed. Any such meeting shall be held within four (4) days of the notice of layoff.

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

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

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

   b. If the Employer is going to cancel a full shift, it will cancel shifts in rotating seniority order, starting the rotation with the least senior employee working the shift and progressing to the most senior employee on that shift.

   c. No employee shall lose more than fifteen (15) hours per calendar month due to involuntary shift cancellations or reductions. If it becomes necessary to reduce hours due to a low census situation, and the least senior employee on duty has already lost fifteen (15) hours during that calendar month, the Employer shall skip
that employee and move on to the next least senior employee on
duty.

d. An employee who is not notified that his or her shift has been
cancelled or reduced to less than three (3) hours until he or she
arrives at work will be paid for no less than three (3) hours of
work at his or her regular rate of pay. Such minimum guarantee
shall not apply if the Employer makes a reasonable effort to
notify the employee at least two (2) hours (one (1) hour for
employees on day shift) prior to the scheduled starting time that
the employee is scheduled to report to work. It shall be the
employee’s responsibility to keep a current telephone number on
file with the Employer. Failure by the employee to do so shall
exempt the Employer from such notification requirement and
from the above minimum guarantee. Reasonable effort shall be
defined as an Employer telephone call to the telephone number
provided by the employee and either leaving a message with the
person who answers the telephone or leaving a message on the
employee’s answering machine.

e. 1. In a low census situation lasting one month or less,
employees do not have bumping rights in cases of either hour
reductions or shift eliminations.
2. For purposes of hour reductions, a more senior employee shall
not have more hours reduced involuntarily than a less senior
employee in the same shift, and department.

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

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

D. **Bumping**

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

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

3. A laid-off employee may combine the jobs of two (2) less senior
employees in the same classification, provided there is no conflict in
schedule.

E. **Recall**

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

2. Recall rights shall last for one (1) year.

ARTICLE 9: ASSIGNMENTS AND JOB POSTINGS

A. Employees hired before the ratification of this Agreement shall work the hours and in the classifications they worked when the Agreement is ratified. Employees hired after the date of this Agreement shall work the hours and in the classifications for which they were hired. Changes in employees’ hours and/or classifications shall occur in accordance with the terms of this Agreement, including Articles 8, Seniority, 9, Assignments and Job Postings and 10, Hours and Overtime.

B. 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 five (5) calendar days, including at least one (1) weekend day. Postings shall include job classification, shift, and rate of pay.

2. Before considering applications from employees outside the bargaining unit, the Employer shall consider applications from bargaining unit employees. The Employer may post a vacancy for less than five (5) calendar days as described above, if all bargaining unit employees are verifiably notified of the vacancy and no bargaining unit employees have expressed an interest in the position.

3. If more than one (1) part time employee is applying for a full time position, or requesting to make a lateral transfer, or a move to another shift, the Employer shall first consider each employee’s disciplinary record before seniority. When the disciplinary records are relatively similar or when all applicants have an absence of discipline on their records, then the Employer will offer the vacancy to the bargaining unit applicant with the most seniority, provided that applicant is qualified for the position. If that employee decides not to accept the position, then the vacancy will be offered to the next most senior applicant, and so forth, until the pool of bargaining unit applicants is exhausted or the vacancy is filled.

4. If an applicant works in a different job classification than in which the vacancy exists, he or she must possess the ability to perform the functions of the new position with no more than the basic orientation provided to newly-hired employees in the new job category. If a bargaining unit employee is applying for a position that would be considered a promotion or move into a higher paid classification, then the Employer will offer vacancies to bargaining unit applicants based on qualifications that consist of: written performance evaluations if available, absence of disciplinary action within six (6) months of the date of the application, and attendance. When these qualifications are relatively equal, then the vacancy will be offered to the most senior applicant.

Employees transferring from one classification to another will undergo a thirty (30) day probationary period. If they do not pass this probation, they will return.
to the position they held prior to the transfer.

C. Employees will not be involuntarily transferred from one shift to another shift, except where necessary in situations involving layoff or department reorganization. In such situations, where transfer to another shift is required, the Employer will transfer the least senior employee, provided that such transfer is consistent with resident needs. In addition, this Section shall not preclude the Employer from offering work on another shift to employees who have been low censused on a different shift. No employee shall be involuntarily transferred to another shift with less than fourteen (14) days’ notice.

The Union and the Employer will work cooperatively to establish a training program through Oregon Care Partners that will be accessible to all employees. Any employee wishing to receive additional training shall be able to access trainings held at the facility and will be paid for such time spent in these trainings.

ARTICLE 10: HOURS AND OVERTIME

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

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

C. Employees shall not be called back to work during their breaks except in cases of emergency. It shall be the responsibility of the supervisor to ensure that employees are able to take their breaks by scheduling break times (in consultation with the affected employees) and, if necessary, covering the employees’ work during the break time.

D. If an employee does not get a meal break or alternately scheduled meal break, he or she will be paid for that time. If an employee believes that he or she will need to work through their scheduled meal break, he or she will obtain prior authorization before doing so. An employee with prior authorization to work through a meal break will be paid for that time by submitting the appropriate paperwork or documentation reflecting the time worked.

E. Work schedules shall be posted as early as possible, but no later than the twentieth (20th) day of the month preceding the month on the schedule. Once posted, schedules shall not be changed by the Employer without the consent of the employee or employees affected by the change. The preceding sentence shall not preclude the Employer from following its standard call-in procedures to cover for absences, fluctuations in census, or other situations where additional coverage is needed. All requests for time off must be submitted no later than the tenth (10th) day of the month preceding the month in which the time off is requested.
F. An employee who works in excess of forty (40) hours in any one (1) work week shall be paid at a rate of time and one-half (1½) the employee’s regular rate of pay for all time worked in excess of forty (40) hours.

G. Employees will be scheduled for their regular hours. For employees hired after the effective date of this Agreement, regular hours shall be defined as the hours for which they were hired or hours that they have been granted in accordance with the posting provision of this Agreement. For employees hired before the effective date of this Agreement, regular hours shall be defined as the hours they were normally scheduled to work as of the effective date of the Agreement or hours that they have been granted in accordance with the posting provision of this Agreement. This Section refers to the number of hours worked, not to either the starting or ending time of any work shift. However starting or stopping times shall not be changed without at least fourteen (14) days’ notice to the employee unless there is mutual agreement for a shorter notice period. In addition, this Section does not apply to “low census” or over-budget situations handled pursuant to Article 8, Seniority, of this Agreement.

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

1. The Employer will post a list of open shifts as soon as they become available by the time clock, with spaces for employees to sign up for those shifts. Available shifts will be distributed among employees who have signed up on a first come first serve basis.

2. If no employee signs up for the shifts, the Employer will offer the shifts to employees through verbal or telephone contact, and will make all reasonable efforts to follow seniority, but may offer the shift to on-duty employees before calling off-duty employees at home. The Employer will maintain documentation of its efforts to contact off-duty employees for 30 days.

3. If a shift becomes open within two (2) hours of the shift due to a call-out or other last-minute absence, the Employer may offer shifts in accordance with paragraph two (2) above.

4. If the Employer is unable to fill shifts in accordance with paragraphs one (1) and two (2) above, it will offer shifts to on-call employees.

5. If the Employer is unable to fill the shifts in accordance with paragraphs one (1), two (2), and three (3) above, it will assign non-bargaining unit staff to fill the shifts or may utilize agency personnel.

6. Full time and part time Bargaining Unit Employees that voluntarily perform work outside their designated scheduled shift shall receive an extra shift premium of one dollar ($1.00) per hour added to their base rate of pay from one (1) hour up to eight (8) hours during the extra shift if they are not in overtime. Employees that are in overtime status will not receive the extra shift premium but will be paid time and a half for all hours worked while in overtime status.

a. Shifts that are offered with the extra shift premium shall be offered to those employees that volunteer. If there is more than one volunteer, the
shift shall be assigned by rotating seniority, starting with the most senior employee.
b. An employee will not receive this extra shift premium for switching shifts with another employee.
c. Any earned extra shift premiums may not be revoked after the bonus shift has been completed. Extra shift premium pay will be paid out within the pay period it was worked.

I. An employee who is not notified that his or her shift has been cancelled or reduced to less than three (3) hours until he or she arrives at work will be paid for no less than three (3) hours at his or her regular rate of pay. Such minimum guarantee shall not apply if the Employer makes a reasonable effort to notify the employee at least two (2) hours (one (1) hour for day shift employees) prior to the scheduled starting time that the employee is scheduled to report to work. It shall be the employee's responsibility to keep a current telephone number on file with the Employer. Failure by the employee to do so shall exempt the Employer from such notification requirement and from the above minimum guarantee. Reasonable effort shall be defined as an Employer telephone call to the telephone number provided by the employee and either leaving a message with the person who answers the telephone or leaving a message on the employee's answering machine.

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

6. Intermittent employees shall not be utilized in a manner that takes available, non-overtime hours away from regular full-time and/or regular part time workers.

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

L. Despite the language or intent of any Section or Subsection of any Article in this Agreement, the Employer retains the right to implement alternative schedules (such as a “4-2 schedule”) for any department with two (2) weeks’ advance written notice to the Union.

ARTICLE 11: WAGES

A. Cost-of-Living Increases and Implementing Hiring Scale.

1. Implementing Hiring Scale. Effective October 1, 2017, the Employer agrees to implement the scale as attached as Appendix A “Hiring Scale” for new employees that are being hired into the community and for consideration in determining wage due to a promotion to a new classification.

2. Wage Increases.

Effective December 1, 2017, the hiring scale and salary rates for all bargaining unit employees shall be increased by three and a half percent (3.5%). Any bargaining unit employees in their probationary period during this time shall receive the three and a half percent (3.5%) increase upon successful completion of their probationary period.

Effective September 1, 2018, the hiring scale and salary rates for all bargaining unit employees shall be increased by two and a half percent (2.5%). Any bargaining unit employees in their probationary period during this time shall receive the two and a half percent (2.5%) increase upon successful completion of their probationary period.

3. Applying Increases. Increases apply to all bargaining unit employee wage rates and the hiring scale. By subsequent mutual written agreement, the parties may agree to increase bargaining unit members’ hourly wage rates, starting rates and hiring scales more than the amount(s) specified above during the term of the contract. In the event the Employer proposes to increase starting wage rates, it is understood all existing employees and all existing points of the hiring scale will also be increased to ensure no existing employees will be paid less than newly hired employees with less or equal years of experience.

4. Hiring Rates. The wage rates of all new employees hired on or after ratification of this contract shall be in accordance with the hiring scale in Appendix A based on
years of verifiable experience.

5. **Bonuses.** All full time bargaining unit employees currently working and not on probation at the ratification date of this contract shall continue to receive a one hundred fifty dollar ($150.00) bonus per month.

6. **Minimum Wage Adjustments.** All employee wage rates and all steps of the scales shall not be less than the applicable regional minimum wage rate plus an additional two percent (2%). Effective July 1, 2018 and each July 1 of this contract, any rates below the Oregon Standard Minimum Wage rate will increase to minimum wage plus two percent (2%).

7. No existing employee will be paid less than newly hired employees with less or equal years of experience; in the event that a new hire is placed at a higher starting wage than an existing employee with equal years of experience, the existing employee’s pay shall be adjusted to the higher wage.

**B. Paychecks.** Paychecks will be available to employees by 9:00 AM on payday without preconditions. An employee will not be required to attend meetings or perform any function for the Employer as a condition of receiving his or her paycheck. If a payday falls on a Saturday, Sunday, or Monday Holiday, paychecks will be available at 9:00 AM the preceding Friday.

**C. Accruals.** Employees’ earned PTO hours will be printed on employees’ paychecks.

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

**ARTICLE 12: HOLIDAYS**

**A.** The following six (6) days shall be considered holidays:
1. New Year's Day.
2. Memorial Day.
3. Independence Day.
4. Labor Day.
5. Thanksgiving Day.

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

**C.** Regular full-time or regular part-time employees shall be entitled to one (1)
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.

D. Holidays off shall be scheduled in an equitable manner, taking into consideration the interests of the employees and the needs of the residents.

E. If a regular full-time or regular part-time employee works on a holiday, he or she will receive time and one-half (1½) his or her regular rate of pay for all hours worked on the holiday. If a Bargaining Unit Employee works on Thanksgiving or Christmas Day she will receive double his or her regular rate of pay for all hours worked.

ARTICLE 13: PAID TIME OFF

A. Regular full-time and regular part-time employees shall be entitled to paid time off (PTO) based on the following accrual rates:

<table>
<thead>
<tr>
<th>Length of service</th>
<th>Full-time employee</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-2 years</td>
<td>5 work days</td>
</tr>
<tr>
<td>2-5 years</td>
<td>10 work days</td>
</tr>
<tr>
<td>5-9 years</td>
<td>15 work days</td>
</tr>
<tr>
<td>10+ years</td>
<td>20 work days</td>
</tr>
</tbody>
</table>

PTO may be used for any absence from work, including vacation, personal leave, the employee's own illness, or the illness of a family member. Family members shall include children, spouses, domestic partners, step-children, and other family members who reside with the employee.

B. When PTO is requested for vacation, vacation schedules shall be established taking into account the wishes of the employees and the needs of the Employer. Where there is a conflict in choice of vacation time among employees, seniority shall prevail.

C. Employees shall request PTO no later than the tenth (10th) of the month for the following month. PTO will be granted on a first-come, first-served basis. If two (2) or more employees request PTO at the same time, then it will be granted based on seniority. If PTO is requested in advance, the Employer will approve or deny the request in writing within one (1) week. Such requests shall not unreasonably be denied. An employee may request PTO with less advance notice. Such requests will not be unreasonably denied.

D. An employee who resigns, or is laid off after at least one (1) year of employment shall be entitled to be paid out all unused PTO unless they have not provided appropriate advance notice of their intent to resign, and fulfilled that notice completely. However, if after giving notice, management releases an employee before they finish
working their notice, all PTO will be paid out—unless that employee is terminated for cause during their notice period.

E. An employee may carry PTO over from one (1) calendar year to the next, but shall not exceed eighty (80) hours.

F. Employees may donate up to twenty (20) hours of PTO to another employee if the receiving employee has used all of his or her PTO. Donated PTO hours are paid at the receiving employee’s rate of pay.

G. Employees shall not be required to find their own replacements if they call out sick. Employees shall be required to notify their supervisor at least four (4) hours in advance when not able to work their scheduled shift. In addition, employees should adhere to the Conifer House attendance policy.

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

H. The Employer may require proof of illness when an employee is out sick for more than three (3) consecutive work days.

ARTICLE 14: PAID LEAVE

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

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

B. Jury/Witness Duty Leave. A Bargaining Unit Employee who is called to serve as a juror shall utilize unpaid leave for the full period of jury duty service. 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 in a matter in which the Employer is a party, the Employee will be paid for that time.

ARTICLE 15: UNPAID LEAVE

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

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

B. **Work-Related Disability Leave.** Employees who are disabled due to work-related injuries or illnesses will be granted leaves of absence for the entire period of their disability.

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

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

E. **Union Leave.** A leave of absence for a period not to exceed one (1) year shall be granted to employees in order to accept a full-time position with the Union, provided such leaves will not interfere with the operation of the Employer. No more than one employee at a time per facility shall be out on union leave.

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

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

**ARTICLE 16: MEDICAL AND DENTAL INSURANCE**

The Employer will continue to share information with employees and the Union about low cost health care options through the Affordable Care Act. If the Employer offers a group medical, dental or vision plan in the future, the Union will be given notice and the Union and the

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Employer will bargain.

ARTICLE 17: RETIREMENT

Recognizing that retirement security is an important issue, the Employer agrees to research possible options allowing employees to make contributions into a retirement fund or similar 401k type plan utilizing pre-tax dollars. Employer agrees to report back via the Labor Management Committee no later than 6 months from the ratification of this contract.

ARTICLE 18: DISCHARGE AND PENALTIES

A. The Employer shall have the right to discharge, suspend, or discipline any employee for just cause.

B. If a supervisor has reason to discipline an employee, she/he shall make a reasonable effort to impose such discipline in a timely manner that will not unduly embarrass the employee before other bargaining unit and non-bargaining unit employees, the residents, family members or the public. If any conversation may lead to disciplinary action, the employee shall be informed of such and shall be given the opportunity to have union representation during such conversation. The supervisor may also elect to have a witness present during the conversation.

C. Except for offenses so serious as to warrant immediate termination, such as sleeping on shift, theft, resident abuse, and other violations covered in this agreement in Article 3, the Employer will apply the principles of progressive discipline.

D. The Employer will notify the Union in writing of any discharge or suspension within forty-eight (48) hours (exclusive of Saturdays, Sundays, and holidays) from the time of discharge or suspension.

E. A record of disciplinary action shall be removed from an employee’s personnel file eighteen (18) months after it was issued, except that if an employee receives a related discipline during the eighteen (18) month period, the original discipline will remain in his or her file until eighteen (18) months have elapsed during which the employee received no related discipline. This provision shall not apply to disciplines issued for resident abuse, resident neglect, sexual or racial harassment, medication errors, or other behavior that violates state or federal law.

ARTICLE 19: PERSONNEL RECORDS

A. An employee shall be permitted to examine and receive copies of all materials in her/his personnel file within seventy-two (72) hours, excluding Saturdays, Sundays, and holidays, of making such a request. Pre-hire letters of reference are not covered by this obligation.

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B. No disciplinary material shall be placed in an employee's file unless the employee has been offered an opportunity to sign it and has been offered a copy. An employee has the right to attach her/his own views to any disciplinary record in her/his own file.

C. Information secured in an investigation may remain confidential unless it is disclosable to the union under the NLRA or other applicable laws or regulations.

ARTICLE 20: GRIEVANCE AND ARBITRATION PROCEDURE

A. It is the desire of the parties to this Agreement that grievances be resolved informally whenever possible and at the first level of supervision. The Open Door Concept is for an employee and an immediate supervisor to discuss the problems 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 between and promptly resolve problems, employees are encouraged to bring any work-related questions or concerns to the attention of the Employer. 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 in a professional manner. Although any member of management may be contacted to discuss a problem or concern, the Employer recommends that employees try to resolve the situation first with their immediate supervisor, as that person is generally in the best position to evaluate the situation and provide an appropriate solution. If an employee is not satisfied with the supervisor's decision, or the employee is uncomfortable discussing the issue with the immediate supervisor, the employee may go to the person his/her immediate supervisor reports to. Concerns may be voiced verbally or submitted in writing. Employees have a right to Union Representation for any dispute arising out of the application of this Agreement. Regardless of the Open Door Concept, the timeline of the grievance process will still be followed. A grievance shall be defined as a dispute or complaint arising between the parties about the interpretation, application, performance, termination, or any alleged breach of this Agreement and shall be processed in the following manner:

1. Step 1. Within fourteen (14) calendar days after the employee knew or reasonably should have known of the cause of any grievance, an employee having a grievance and her/his Union delegate(s) and/or other Union representative shall present it in writing to the administrator or her/his designee. A grievance hearing shall be promptly scheduled by the Union and the Employer. The Employer shall give its answer to the employee and her/his Union delegate or other representative within seven (7) calendar days after the grievance hearing. The written grievance shall specifically set forth the nature of the grievance, the facts upon which it is based, the provisions of the Agreement allegedly violated and the remedy sought.

2. Step 2. If the grievance is not settled in Step 1, the grievance may, within seven (7) calendar days after the answer in Step 1, be presented in writing to a representative of the Employer's office whom
the Employer has designated to receive such grievances. Step 2 grievances will be handled as follows:

a. The grievant(s), steward(s), immediate supervisor(s) and administrator(s) will meet at the facility. The corporate representative may choose to participate in person or by telephone. If the Union chooses to be represented by a Union organizer at this step, the organizer may choose between participating in person or by telephone.

b. If a grievance is appealed to Step 2 less than a week before the designated day, either party shall have the option of postponing the hearing to ensure that there is sufficient time for preparation. If the Union has requested information relevant to the grievance from the Employer and the Employer has not provided this information at least seventy-two (72) hours prior to the designated day, the Union shall have the option of postponing the hearing until the next month.

c. The Employer shall respond to Step 2 grievances seven (7) calendar days from the Step 2 grievance meeting, but no later than fourteen (14) calendar days from when the grievance was filed at Step 2 in the event that no Step 2 grievance meeting occurred.

B. ARBITRATION

1. Arbitration Filing and Arbitrator Selection. If the grievance or complaint is not settled on the basis of the foregoing process, the Union may submit a written demand for arbitration of the issue within twenty-one (21) calendar days after the Employer’s denial notification in Step 2 is sent. 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 Federal Mediation and Conciliation Service (hereinafter called the “FMCS”) FMCS shall provide the parties with a list of nine (9) arbitrators, of which 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 coin toss.

2. Arbitration Timelines. Once an arbitrator has been properly selected, an arbitration date must be set within sixty (60) calendar days of such selection. The Union and the Employer may, with mutual agreement, make procedural changes to the following arbitration process given unique circumstances of individual cases. Prior to 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 hearing will be completed within one (1) business day unless otherwise agreed upon by the parties. 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.

3. **Arbitrator Award and Cost.** Any dispute as to arbitrability may be submitted and determined by the arbitrator. The Arbitrator’s determination shall be final and binding. All 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 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, 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.

4. **Timelines.** In order to be timely filed, the Union’s demand for arbitration must be submitted within twenty-one (21) calendar days after receipt of the Employer’s denial notification in Step 2. Except as otherwise indicated, the time periods and limits provided herein shall be calculated as of the date of actual receipt. All notifications under this Article shall be sent via fax, e-mail or certified mail or be delivered by in-hand service. Such time periods may be extended only by mutual written agreement of the Employer and the Union. In the absence of such agreement, the time limits shall be mandatory.

The failure of the aggrieved employees or Union to properly present a grievance in writing initially, to process a grievance in any of the steps in the grievance procedure thereafter and/or to submit the grievance to arbitration in accordance with 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 time periods shall not constitute acquiescence thereto 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, it may, within seven (7) calendar days of such expiration date, submit the grievance to the next step of the Grievance and Arbitration Procedure.

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ARTICLE 21: SEPARABILITY

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

ARTICLE 22: LABOR/MANAGEMENT COMMITTEE

A. The parties agree to meet and discuss issues of concern and importance to each. Such meetings will occur quarterly or more frequently if the parties mutually agree to meet more frequently.

B. In promotion of mutual respect, Committee members will make attempts to informally address issues with management prior to bringing the issues to a Labor/Management meeting. Such attempts shall occur and will be documented prior to requesting a Labor/Management meeting. The purpose of the informal meeting will be to allow management to quickly address concerns.

C. If informal attempts have no resolved an issue then either party may submit items for discussion to the Labor/Management meeting. Such items shall be submitted at least seven (7) calendar days prior to the Labor/Management meeting in writing to the Executive Director.

Topics for discussion may include, but are not limited to:

1. Resident care.
2. Training needs.
3. Staffing levels.
4. Staff morale.
5. Facility policies.
6. Political issues relating to nursing homes.

D. The Employer and the Union shall each designate their own committee members, and the committee membership may vary from month to month based on the agenda items or for other reasons. The committee will consist of no more than four (4) bargaining unit members and four (4) management representatives. The bargaining unit members shall be paid if they are on the clock at the time of the meeting.

E. The merits of individual disciplines will not be discussed at Labor/Management meetings but shall instead be referred to the grievance process.

F. Decisions made at Labor/Management meetings shall not be binding unless they are reduced to writing and signed by both parties. The Labor/Management committee shall not have the power to alter the terms of this Agreement.
G. Both parties shall conduct themselves in a professional manner. Such meetings will be limited to one (1) hour duration.

ARTICLE 23: MUTUAL RESPECT AND DIGNITY

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

B. If it becomes necessary to discipline or criticize an employee, the Supervisor issuing the discipline or criticism shall do so in private.

ARTICLE 24: SAFETY AND TRAINING

A. The Employer shall carry out its obligations as set forth in applicable federal, state and local laws and regulations to provide a safe and healthy work environment for its employees. The Employer shall be responsible for enforcement of such rules and regulations and of its own safety rules and regulations.

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

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

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

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

There will be flexibility on training topics and number of trainings for this facility and other work areas such as dietary, housekeeping, etc.

F. 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 four (4) days paid hands-on training that will meet the training requirements of HB 3359. This training shall be completed prior to the employee being officially placed on the schedule.
G. The Union and the Employer will work cooperatively to implement new training as required by HB 3359. Before March 31, 2018, the facility Labor Management Committee will meet to discuss the implementation, timing, and format of new trainings.

ARTICLE 25: NO STRIKE/NO LOCKOUT

A. 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.

B. 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.

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

D. 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.

E. In recognition of the unique partnership between the Union and the Employers that has led up to this Agreement, the Union will not conduct informational picketing for the duration of this Agreement. This provision will sunset on the last date of the Agreement and will not continue in effect unless it is explicitly renegotiated.

ARTICLE 26: 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 the Union at any time unless the Union agrees to suitable arrangements for protecting the confidentiality and use of such information.

If Employer enters into such an agreement with another organization that in whole or part affects the existing collective bargaining unit, Employer will call the existence of the collective
bargaining agreement to the attention of any organization with which it seeks to make an agreement, provide a copy of the collective bargaining agreement, and request that the organization retain the Employer's workforce, and if the request is made, Employer will have no further obligations hereunder from date of takeover.

ARTICLE 27: SUBCONTRACTING

Section 1: Sub-Contracting: The Employer agrees that there shall be no sub-contracting of bargaining unit work, with the exception of 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. 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 agency staff being utilized when necessary.

Section 2: Initial Sub-Contracting: In the event that the Employer enters into an initial contract with a Sub-Contractor to provide Housekeeping and/or Laundry services, the Sub-Contractor shall execute with Union the Memorandum of Agreement (“MOA”) in Section 4 of this Article.

Section 3: Pre-existing Sub-Contracting: An Employer, with a pre-existing contract with a Sub-Contractor of Housekeeping and/or Laundry employees who are not represented by the Union, 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 and/or renewal of any sub-contracting agreement with the Sub-Contractor on executing with Union the MOA in Section 4 of this Article.

Section 4: Memorandum of Agreement Between Union and Sub-Contractor:

"MEMORANDUM OF AGREEMENT"

It is hereby agreed by and between [Subcontractor] (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 [Operator’s Legal Name]: [Facility dba Name & Address]. Excluding: All other employees, confidential employees, managers, guards, and supervisors as defined in the Act.

1. 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 2019 between the Union and [Operator’s Legal Name and/or Facility Name] for the Employer’s Housekeeping and

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Laundry employees (if any) employed at [Facility Name], except as expressly provided below.

a. A copy of the CBA is attached hereto as Exhibit 1 and incorporated herein.

b. All bargaining unit eligible employees working for Employer at the facility in housekeeping 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. Employee payday will be on ____________.

2. 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.

3. This MOA shall be effective as of [Execution Date] and will remain in full force and effect through midnight September 30, 2019, 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, 2019, or a subsequent September 30th of any contract year in which this Agreement remains in effect. The Employer further agrees that in addition to the Union’s notice to [Operator Name] regarding modification, amendment, or termination of the CBA the Union shall 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 [Employer Name] and that it shall sign an updated MOA and be bound by the terms of any successor CBA negotiated and agreed to by the Union [Employer Name], for Employer’s Housekeeping and Laundry employees (if any) employed at [Facility Name].

[Subcontractor Name]                                                  SEIU Local 503 OPEU
ARTICLE 28: DURATION

This Agreement shall be effective on October 1, 2017 and shall remain in full force and effect through September 30, 2019 and every two years thereafter, provided that either party may serve written notice on the other at least ninety (90) days prior to September 30, 2019, 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.
IN WITNESS WHEREOF, each party has caused this Agreement to be executed by their duly authorized officers and/or representatives on the date set forth immediately below their signature.

**For the Union:**

Melissa Unger  
Executive Director, SEIU Local 503  

Christine Mulrooney  
Caregiver  

Terri Jaynes  
Caregiver  

Sarah Lanius  
Chief Negotiator, SEIU Local 503  

**For the Employer:**

Terri Waldroff  
Conifer House Operating Company, LLC  

SEIU Local 503 and Conifer House Collective Bargaining Agreement  
October 1, 2017 – September 30, 2019  

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# APPENDIX A: HIRING SCALE

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SEIU Local 503 and Conifer House Collective Bargaining Agreement
October 1, 2017 – September 30, 2019
APPENDIX B: UNIFORM POLICY

PERSONAL APPEARANCE

Appropriate personal appearance is a vital consideration in every health care setting. Our residents and the public have every right to expect a standard of appearance and personal grooming that promotes an image of neatness, cleanliness and professionalism.

In resident care areas both men and women should avoid extremes. Long hair should be kept neatly contained and, for the most part, off the face, neck and shoulders. It should be clean and neatly groomed at all times and of normal color.

Beards and moustaches are permitted as long as they are closely cropped and neatly trimmed.

No sweatshirts, hooded or otherwise.

Name tags must be worn, as this is part of your uniform.

All clothes must fit properly, be clean and not have any tears.

Clothing you can see through is not allowed. Wear proper undergarments. Wear nothing that gaps when you lean over. Noticeable tattoos may need to be covered based on resident preference.

No cell phone use on the floor. If you use it to check time, there are clocks in the unit, or you can wear a wrist watch. Watches should be removed during personal resident care to prevent skin tears.

The following mandatory dress code will not only enhance our image as a professional organization, but will also add to a positive resident opinion of each Conifer House employee.

Dress Code for RCF Nursing

- Medication Aides and Caregivers- Green polo style shirts. First two (2) are provided.
- Khaki pants or culottes/shorts may be worn if they fit well and are not above the knee.
- Pinneys/aprons will be provided.
- No open toed shoes and/or open back shoes.
- If you are cold, you may wear a long sleeve shirt underneath your shirt.
- Gait belts must be worn or in a pocket and easily accessible.
- Long hair must be tied back. Hair must be clean and neat.
- Nails must be kept short and clean.
- No dangling earrings, no rings, unless plain wedding bands.
- Wear a professional attitude and a smile on your face.
Dress Code for Dietary Department

- Black pants and blue shirt. First two (2) shirts are provided.
- Black apron (provided).
- Hair neat and clean, with hairnets over hair and beards.
- Non-skid soled black shoes. No open toed and/or open back shoes.
- No dangling earrings, no rings, unless plain wedding bands.
- No perfume.
- No fake nails. Nails must be kept short and clean with no nail polish.
- If you are cold, you may wear a long sleeve shirt underneath your shirt.

Dress Code for Housekeeping/Laundry

- Black pants and green polo shirt. First two (2) are provided.
- Pinneys/aprons will be provided.
- No open toed shoes and/or open back shoes.
- If you are cold, you may wear a long sleeve shirt underneath your shirt.

Conifer House will, at no cost, offer each employee two (2) uniform tops upon hire. An additional uniform top will be provided upon successful completion of their probationary period. Upon the anniversary of each employee, another one (1) uniform top, at no cost, will be offered if requested by the staff member. All employees shall wear black colored pants and any colored closed toe shoes.

Upon ratification of the collective bargaining agreement, employees shall have 90 days from ratification to transition from khaki colored pants to black colored pants.

Any employee that wishes to do so shall be allowed to launder their uniforms at Conifer House.

The principles of progressive discipline shall be applied to this uniform policy, with concern given to mitigating circumstances.

If an employee changes sizes, they shall be allowed to trade in their existing uniforms for the new size. If an employee gets their uniform soiled or torn in any other way damaged during their work shift, they will receive a loaner top for the remainder of the shift, or a replacement as deemed necessary.