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CENTRAL TABLE MEMORANDUM OF AGREEMENT (THE “CT-MOA”)

between

SEIU Local 503 (herein “Union”)

and

Avamere Health Services LLC, Avalon Healthcare, Inc., Dakavia, LLC, EmpRes Healthcare Management, LLC, and Prestige Care Inc. on behalf of each company or as agent for certain entities pursuant to a Limited Agency Agreement (herein collectively “Employer” and individually as “Signatory Employers”)

The issues addressed in this CT-MOA and attachments are resolved and not subject to additional bargaining, except as provided herein; and shall be included in the complete final CBAs for each Signatory Employer. Such final CBAs are subject to ratification by union members for each Signatory Employer. The Employer and the Union agree to be bound by and comply with the grievance and arbitration procedure set forth in the CBAs for any and all disputes that may arise with reference to the application or interpretation of this CT-MOA. The following summarizes the Agreement between the parties on all issues negotiated in coordinated bargaining:

ARTICLE- COMPENSATION

Section 1: Cumulative Total Economic Package Updated Annually Per Changes in the Actual Cumulative Net Medicaid Rate Increase Over the Four Year Term of the Contract:

Employers and Union agree to work together through the duration of the Contract on mutual concerns affecting nursing facility care and services, including any and all legislative matters pertaining to maintaining the current Medicaid nursing facility statutory reimbursement system and to assuring the necessary funding levels needed to deliver Medicaid rates paid according to the statutory requirements (61st percentile of allowable costs). In order to protect the cumulative economic package increases projected below and to improve the quality of resident care, the parties will advocate legislatively to secure the following projected Net Medicaid Rates (i.e., the daily Medicaid Rate minus the long-term care assessment tax) over the next four (4) years: $278.02 for 7/1/17-6/30/18; $286.16 for 7/1/18-6/30/19; $297.92 for 7/1/19-6/30/20; and $310.16

SEIU Local 503 and EmpRes CBA

October 1, 2017 – September 30, 2021
for 7/1/20-6/30/21. If the actual Net Medicaid rates are different from the aforementioned projections, the cumulative total economic package annual increases shall be altered as follows:

1.1 Starting in rate year 7/1/17-6/30/18, as soon as a State Official posts actual Medicaid rates, Union and Employer shall meet and confer to calculate the actual cumulative net increase from the 7/1/16-6/30/17 Net Medicaid rate of $258.09.

1.2 By each September 1st during the term of the contract, the Union and Employer shall compare the actual cumulative Net Medicaid rate increase total to date from the applicable projected cumulative Net Medicaid rate increase to date as follows: 7/1/17-6/30/18 nineteen dollars and ninety-three cents ($19.93); 7/1/18-6/30/19 twenty-eight dollars and seven cents ($28.07); 7/1/19-6/30/20 thirty-nine dollars and eighty-three cents ($39.83); and 7/1/20-6/30/21 fifty-two dollars and seven cents ($52.07).

1.3 The Cumulative Total Economic Package annual increases per this agreement shall be defined as follows: eighty-two cents ($0.82) on 10/1/17; fifty-four cents ($0.54) on 10/1/18; eighty-two cents ($0.82) on 10/1/19; and fifty-four cents ($0.54) on 10/1/20. If the actual cumulative Net Medicaid rate increase differs from the projected cumulative Net Medicaid rate increase by less than eight percent (8%), the parties shall implement the “total economic package” increase(s) per this agreement.

1.4 If, instead, the actual Net Medicaid rate increase differs from the projected cumulative Net Medicaid rate increase by eight percent (8%) or more, the parties shall adjust the remaining Cumulative Total Economic Package as follows:

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

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

1.4.3 If the foregoing product is positive, the next scheduled annual increase in the Cumulative Total Economic Package shall be adjusted upward by that dollar amount, unless mutually agreed otherwise, and subject to the Section 1.4.5 minimum/maximum adjustments to the economic package.
1.4.4 If, however, the foregoing product is negative, the next scheduled annual increase in the Cumulative Total Economic Package shall be adjusted downward by that dollar amount, unless mutually agreed otherwise, and subject to the Section 1.4.5 minimum/maximum adjustments to the economic package.

1.4.5 Notwithstanding any adjustment per application of Sections 1.4.1 through 1.4.4, in no case shall the annual increase in the Cumulative Total Economic Package effective 10/1/18, 10/1/19 and 10/1/20 be less than thirty-five cents ($0.35), or greater than one dollar and twenty-five cents ($1.25).

1.5 Each September 1st, the parties shall enter the fiscal year’s daily Medicaid Rate and the long-term care assessment effective the preceding July 1st into the corresponding cell of the Excel Spreadsheet titled “2017-2021 SEIU Responsible Employers Total Economic Package Formulas” (the “Spreadsheet”) as shown in Attachment I and the electronic version, relayed by electronic mail between the parties on September 27, 2017, is incorporated herein by reference. The parties will use the Spreadsheet to determine the Cumulative Total Economic Package annual increase each year starting with September 1, 2018.

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

Section 2. Amount of the Cumulative Total Economic Package Spent Annually: The Employers agree to spend the Cumulative Total Economic Package as follows. Each October 1st and subject to adjustment by application of Section 1, the Employer shall spend over the duration of the agreement a Cumulative Total Economic package of two dollars and seventy-two cents ($2.72) implemented per the following specific annual percentages: October 1, 2017 thirty percent
(30%); October 1, 2018 twenty percent (20%); October 1, 2019 thirty percent (30%); and October 2020 twenty percent (20%).

Section 3. Timing of Hourly Wage Increase: Employer shall apply the following specific hourly wage increases per the corresponding dates. Once Employer receives an updated net Medicaid rate change, all Cumulative Economic Package amounts allocated by the parties for wage-related increases will be implemented effective the first full pay period following the below enumerated dates. All wage-related increases allocated by the parties shall apply to all bargaining unit member wage rates, starting rates and wage scales, wage grids and/or wage matrix (where applicable), except when the Parties mutually agreed otherwise at the Company Table Bargaining. The Parties agree to use up to two cents ($0.02) of the eighty-two cents ($0.82) 10/1/17 Economic Package to fully fund a mutually agreed projected total bargaining unit employee and subcontractor-union-member-employee cost of minimum wage implementation over the four (4) year duration of this Agreement and/or any other Company-specific economic issue mutually agreed to by the Parties at the Company Table Bargaining. To the extent such Parties fully fund the total cost of minimum wage implementation for less than two cents ($0.02), yet do not mutually agree to spend the remainder on a different Company-specific economic issue, such remainder shall be added back to the 10/1/17 Economic Package.

3.1 Effective October 1, 2017, the Employer agrees to allocate an eighty-two cents ($0.82) per hour increase to be bargained at Company Bargaining Tables, both in accordance with the “Individual Company Bargaining” provision of this CT-MOA and consistent with the foregoing language regarding the four (4) year cost of implementation of pending increases in the minimum wage, for the purposes of improving wages, health benefits, holidays, paid time off, and/or any other economic benefit for the bargaining unit. Mutually agreed upon improvements shall be cost-estimated and then reduced from the amount available.

3.2 Effective October 1, 2018, in accordance with the Cumulative Total Economic Package annual increases, the Employer agrees to add a minimum thirty-five cents ($0.35), a projected fifty-four cents ($0.54), the calculated Cumulative Total Economic Package or a maximum one dollar and twenty-five cents ($1.25) per hour increase to bargaining unit wage and/or benefits. The specific allocations shall be as bargained at
Company Bargaining Tables. Amounts bargained to be allocated to wage increases shall be applied to each member’s regular hourly rate of pay, starting rates and wage scales, wage grids and/or wage matrix (where applicable), except as the parties may otherwise agree at the Company Bargaining Tables.

3.3 Effective October 1, 2019, in accordance with the Cumulative Total Economic Package annual increases, the Employer agrees to add a minimum thirty-five cents ($0.35), a projected eighty-two cents ($0.82), the calculated Cumulative Total Economic Package, or maximum one dollar and twenty-five cents ($1.25) per hour increase to bargaining unit wage and/or benefits. The specific allocations shall be as bargained at Company Bargaining Tables. Amounts bargained to be allocated to wage increases shall be applied to each member’s regular hourly rate of pay, starting rates and wage scales, wage grids and/or wage matrix (where applicable), except as the parties may otherwise agree at the Company Bargaining Tables.

3.4 Effective October 1, 2020, in accordance with the Cumulative Total Economic Package annual increases, the Employer agrees to add a minimum thirty-five cents ($0.35), a projected fifty-four cents ($0.54), or the Calculated Total Economic Package per hour increase to bargaining unit wages and/or benefits. The specific allocations shall be as bargained at Company Bargaining Tables. Amounts bargained to be allocated to wage increases shall be applied to each member’s regular hourly rate of pay, starting rates and wage scales, wage grids and/or wage matrix (where applicable), except as the parties may otherwise agree at the Company Bargaining Tables.

By subsequent mutual written agreement, the parties may agree to increase bargaining unit member’s hourly wage rates, starting rates and wage scales, wage grids and/or wage matrix (where applicable) more than the amount(s) specified above during the term of the contract. The Employer shall not pay a newly hired bargaining unit member more than a current member with an equal or greater total amount of years of experience in the same job classification or other relevant experience.
ARTICLE – DURATION

This Agreement shall be effective as of October 1, 2017 and shall remain in full force and effect through September 30, 2021, and from year to year thereafter, provided that either party may serve written notice on the other at least ninety (90) days prior to September 30, 2021, 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, the parties have caused this CTA-MOA to be executed on their behalf by their duly authorized representatives, as of the 27th day of September in the year 2017.

[Remainder of page intentionally left blank]
PREAMBLE

This Agreement is made and entered into by and between the following ten separate Employers: EVERGREEN OREGON HEALTHCARE TUALATIN, L.L.C, EVERGREEN OREGON HEALTHCARE SALEM, L.L.C., EVERGREEN OREGON HEALTHCARE ORCHARDS REHABILITATION, L.L.C., EVERGREEN OREGON HEALTHCARE INDEPENDENCE, L.L.C., EVERGREEN OREGON HEALTHCARE MOUNTAIN VISTA, L.L.C., EVERGREEN OREGON HEALTHCARE PORTLAND, L.L.C., EVERGREEN OREGON HEALTHCARE VALLEY VISTA, L.L.C, AND EVERGREEN OREGON HEALTHCARE ORCHARDS RETIREMENT L.L.C. (each separate Employer is referred to herein as “the Employer”) and Service Employees International Union Local 503, OPEU (the "Union"), acting on behalf of the employees of the Employer as defined in the recognition clause (the "employees").

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

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

1.1 The separate Employers EVERGREEN OREGON HEALTHCARE TUALATIN L.L.C, EVERGREEN OREGON HEALTH CARE SALEM L.L.C., EVERGREEN OREGON HEALTH CARE ORCHARDS REHABILITATION L.L.C., EVERGREEN OREGON HEALTHCARE INDEPENDENCE L.L.C., EVERGREEN OREGON HEALTH CARE MOUNTAIN VISTA L.L.C., EVERGREEN OREGON HEALTH CARE PORTLAND L.L.C., EVERGREEN OREGON HEALTH CARE VALLEY VISTA L.L.C., AND EVERGREEN OREGON HEALTHCARE ORCHARDS RETIREMENT L.L.C., which all parties agree are separate Employers for all purposes and separate limited liability companies for all purposes, each agree to associate with the others for the purpose of recognizing the Union as the exclusive bargaining representative of a single bargaining unit, as provided for under federal labor law regarding multi-Employer bargaining, for all employees, excluding supervisors, managers, the positions of Medical Records Director, Social Services Director, Admissions Director, RNs and LPNs and other professional employees, guards and confidential employees.

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

1.3 When the Employer hires a new bargaining unit employee, it shall advise that employee in writing that there is an agreement with the Union. This notice shall quote the Union security and check-off provisions of this Agreement.
ARTICLE 2: UNION SECURITY

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

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

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

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

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

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

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

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

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

ARTICLE 3: NO DISCRIMINATION

3.1. No 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.

3.2. 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.

3.3. 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.

3.4 Privacy Rights: Department of Homeland Security, Immigration, and Customs Enforcement (hereinafter “I.C.E.”)
A. The Union is obligated to represent all employees without discrimination based upon national or ethnic origin. The Union is therefore obligated to protect employees against violations of their legal rights occurring in the workplace, including unreasonable search and seizure. The Employer is obligated to comply with all applicable federal, state and local regulations in addition to operating within all parameters and specific conditions set in their private compliance agreement with federal, state and local regulatory officials.

B. To the extent permitted by law, the Employer shall notify the Union as quickly as possible, if any I.C.E. agent contacts the facility to enable a Union representative or attorney to take steps to protect the rights of employees. Additionally, to the extent permitted by law, the Employer shall notify the Union immediately upon receiving notice from I.C.E., or when an SSA audit of employee records (for any purpose) is scheduled or proposed and shall provide the Union with any list received from such government agencies identifying employees with documentation or social security problems.

C. To the extent permitted by law, the Employer shall not infringe the privacy rights of employees, without their express consent, by revealing to the I.C.E. any employee’s name, address or other similar information. To the extent permitted by law, the Employer shall notify the affected employee and the Union in the event it furnished such information to the I.C.E.

D. To the extent permitted by law, the Employer may provide paid or unpaid leaves of absences for any employee who requests such leave in advance because of court or agency proceedings relating to immigration matters as outlined in its Employer Policies and consistent with all state and federal leave requirements. The decision of whether to grant the leave and the maximum duration of the leave shall be determined in the Employer’s sole discretion.

E. To the extent permitted by law, employees shall not be discharged, disciplined, suffer loss of seniority or any other benefit or be otherwise adversely affected by a lawful change of name or social security number. Employees who have falsified any records concerning their identity and/or social security number will be terminated. Nothing in this section shall restrict the Employer’s right to terminate an employee who falsifies other types of records or documents.
F. An employee may not be discharged or otherwise disciplined because:

1. The employee (hired on or before November 6, 1986) has been working under a name or social security number other than their own;
2. The employee (hired on or before November 6, 1986) requests to amend his/her employment record to reflect his/her actual name or social security number;
3. The employee (hired on or before November 6, 1986) fails or refuses to provide to the Employer additional proof of his/her immigration status.

**ARTICLE 4: MANAGEMENT RIGHTS**

4.1 Except to the extent abridged, delegated, granted or modified by a provision of this Agreement, the Employer reserves and retains the responsibility and authority that the Employer had prior to the signing of this Agreement, and these responsibilities and authority shall remain with management. It is agreed that the Employer has the sole and exclusive right and authority to determine and direct the policies and methods of operating the business, subject to this Agreement.

4.2 The parties intend the following Management Rights language to satisfy all legal criteria established by the NLRB in *Graymont PA, Inc. 364 NLRB No. 37* (June 29, 2016) in order to allow Employer to unilaterally make changes to specifically identified terms and conditions of employment. The parties agree that they discussed, to each party’s satisfaction, the subjects in this Section during collective bargaining negotiations and that Union clearly and unmistakably expressly waived its right to bargain before Employer unilaterally changes the following enumerated subjects. During the term of the Agreement, except when such rights are specifically abridged or modified by this Agreement, Union hereby grants Employer the right and authority to make changes unilaterally (i.e., without giving Union notice and an opportunity to bargain concerning the planned changes) within the following subjects and/or terms and conditions of employment:

1. To manage, direct and control its property and workforce;
2. To conduct its business and manage its business affairs;
3. To direct its employees;
4. To hire;
5. To assign work;
6. To transfer;
7. To promote;
8. To demote;
9. To layoff;
10. To recall;
11. To evaluate performance;
12. To determine qualifications;
13. To discipline;
14. To discharge;
15. To adopt and enforce reasonable rules and regulations;
16. To establish and to effectuate existing policies and procedures including but not limited to a drug/alcohol testing policy;
17. To establish and enforce dress codes;
18. To set standards of performance;
19. To determine the number of employees, the duties to be performed, and the hours and locations of work, including overtime;
20. To determine, establish, promulgate, amend and enforce personal conduct rules, safety rules and work rules;
21. To determine if and when positions will be filled;
22. To establish or abolish positions;
23. To discontinue any function;
24. To create any new service of function;
25. To discontinue or reorganize or combine any department or branch of operations;
26. To evaluate or make changes in technology and equipment. In the event employees request clarification on the application of new technology or use of new or different equipment, the Employer will meet and discuss the issues with the affected employees;
27. To establish shift lengths;
28. To either temporarily or permanently close all or any portion of its facility and/or to relocate such facility or operation;
29. To determine and schedule when overtime shall be worked;
30. To determine the number of employees required to staff the facility, including increasing or decreasing that number;
31. To determine the appropriate staffing levels required at the facility, including increasing or decreasing that number; and,
32. To determine the appropriate mix of employees, by job title, to operate the facility.

4.3 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.

4.4 The terms and conditions of employment set forth in the prevailing Employer’s Employee Handbook shall govern the employment of employees covered by this Agreement when such Handbook’s policies do not directly conflict with any express provision of this Agreement. It is understood that the Agreement’s provisions shall govern in the event of any conflict. Following ratification of this Agreement, the Employer will provide the Union with a copy of any subsequent change to the Employee Handbook and the Union shall have the right to grieve any such change that directly conflicts with an express provision of this Agreement.

4.5 Employees shall work as directed by supervisory personnel. Under all circumstances, the Employer reserves the right to establish the number of employees and the work methods necessary to perform any activity.

ARTICLE 5: UNION RIGHTS, REPRESENTATIVES AND STEWARDS

5.1. In the interest of promoting a positive approach to labor management relations and strengthening an ability to achieve joint goals of the Labor-Management Coalition for Quality Care, the parties agree to the following:

5.2. Professional Courtesy 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.

5.3 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.

5.4 Union Information. The Employer will:

1) Furnish and install at least one (1) bulletin board in each employee break room or each facility for posting of union notices with a copy being given to management at the time of the posting. This bulletin board shall be no smaller than three feet by
four feet (3’ x 4’). The Union and Employer will confer upon the location of the bulletin board.

2) Allow the Union to furnish a binder to be kept in the break room for the purpose of storing materials such as membership forms, copies of the contract, Union contact information, and other union materials.

3) Additionally, as space permits, allow the Union to furnish a secure deposit box and/or a shelf, installed by the Employer on the wall of the break room for the purpose of keeping internal Union information including, but not limited to, Union election nomination forms and ballots, grievance forms, membership surveys, etc.

5.5 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.

5.6 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, or the Oregon Labor-Management Coalition for Quality Care. Such Union Orientations will be mandatory for all Bargaining Unit Employees within her/his first month of hire.

5.7 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. The parties agree that employees of EmpRes Healthcare Management L.L.C. Facilities shall be permitted to wear union buttons, stickers, and other union insignia, so long as these insignia do not present threats to employee and resident health and safety, and are not defamatory, inflammatory or obscene in nature.

5.8 Daily Stipend for Joint Lobby Days. The Employer will designate two (2) days per calendar year to grant leave time for employees participating in lobby days approved by the Labor-Management Coalition for Quality Care. The Union and the Employer may, upon mutual agreement, establish additional days. The Employer will make every reasonable effort to release employees, as designated by the Union for lobby days, considering operational needs. Additionally, the Employer agrees to pay up to two (2) bargaining unit employees per facility a fifty dollar ($50) daily stipend when such employees incur 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.

5.9 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.

5.10 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

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

6.2 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.

6.3 For part-time employees and for newly-licensed CNAs working in their first CNA positions, the ninety (90) day probationary period may be extended by a maximum of thirty (30) days at the discretion of the Employer, upon written notice to both the employee and the Union announcing that extension.

ARTICLE 7: TEMPORARY EMPLOYEES

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

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

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

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

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

ARTICLE 8: SENIORITY

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

8.2 Accrual

1. Accrual of seniority begins upon an employee’s successful completion of the probationary period, and is retroactive to the employee’s date of hire.

2. Seniority shall cease to accrue but shall not be lost in the event of a layoff or leave of absence longer than three (3) months.

3. An employee’s seniority shall be lost in the event of 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.

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

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

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

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

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. If there are multiple volunteers, then the Employer will accept volunteers in rotating seniority order, starting with the most senior employee on the shift. Employees who volunteer shall have the option of using vacation, if available, or taking unpaid time. Employees may volunteer to give up whole or partial shifts. If there are no volunteers, the Employer may cancel employees’ shifts or reduce hours, pursuant to the following rules:

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

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

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

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

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

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

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

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

8.4 Bumping

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

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

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

8.5 Recall

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

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

ARTICLE 9: ASSIGNMENTS AND JOB POSTINGS

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

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

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

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

3. The Employer will offer the vacancy to the bargaining unit applicant with the most seniority, provided that applicant is qualified for the position. If that employee decides not to accept the position, then the vacancy will be offered to the next most senior applicant, and so forth, until the pool of bargaining unit applicants is exhausted or the vacancy is filled.

4. If an applicant already works in the job classification in which the vacancy exists, he or she will be deemed qualified for the vacant position. If an applicant works in a different job classification, he or she must possess the ability to perform the functions of the new position with no more than the basic orientation provided to newly-hired employees in the new job category. Employees transferring from one classification to another will undergo a
thirty (30) day probationary period. If they do not pass this probation, they will return to the position they held prior to the transfer.

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

ARTICLE 10: HOURS AND OVERTIME

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

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

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

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

10.5 Work 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.

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

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

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

1. The Employer will post a list of open shifts as soon as they become available by the time clock, with spaces for employees to sign up for those shifts. If more than one (1) Bargaining Unit Employee signs up for the same shift, then that shift will be assigned in rotating seniority order. (Once a Bargaining Unit Employee has received a shift in this manner in a given month, then that Bargaining Unit Employee shall go to the bottom of the list for receiving such assignments in all months.)

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

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

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

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

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

10.10 Categories of Employees:

1. A regular full time employee shall be defined as an employee who has completed 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 for 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 national holiday recognized in this Agreement. Hours worked by an intermittent employee may be either scheduled or unscheduled.

4. Upon an employee’s conversion to 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 (1) or more years of employment, available vacation hours will be payable upon termination.

5. Any intermittent employee accruing sick or vacation hours as of the date this Agreement is ratified will continue to accrue sick and vacation hours throughout the duration of this Agreement.

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

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

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

1. Employees with less than one (1) year of service at the time of the change: five hundred and fifty dollars ($550).

2. Employees with more than one (1) but less than two (2) years of service at the time of the change: six hundred and fifty dollars ($650).
3. Employees with more than two (2) years of service at the time of the change: seven hundred and fifty dollars ($750).

4. The foregoing bonus will be paid out under the following timeline:
   a. The first fifty percent (50%) shall be paid in the first pay period following the change, to any eligible employee who remains on the Employer's payroll at that time.
   b. The second fifty percent (50%) shall be paid five (5) months after the first payment to any eligible employee who remains on the Employer's payroll at that time.

ARTICLE 11: WAGES, DIFFERENTIALS, AND PAY-IN-LIEU OF BENEFITS PROGRAM

11.1 Cost-of-Living Increases and Implementing Wage Scales. 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%). Wage scales shall have at least thirty-five cent ($0.35) per hour increases between each step and shall be incorporated as appendices to this Agreement.

1. Effective October 1, 2017, all employees shall be increased to the next step on the wage scale equivalent to a thirty-five cents ($0.35) per hour increase. Additionally, effective October 1, 2017 all employees and all steps of the wage scale shall receive the remaining Cumulative Total Economic Package annual increases of forty-five cents ($0.45) per hour as defined in Section 1.3 of the Central Table Agreement. Employees at or above the top step of the wage scale shall receive the full amount of the Cumulative Total Economic Package annual increases of eighty cents ($0.80) per hour.

2. Effective October 1, 2018 all employees shall be increased to the next step on the wage scale equivalent to a thirty-five cents ($0.35) per hour increase. Additionally, effective October 1, 2018 all employees and all steps of the wage scale shall receive the remaining Cumulative Total Economic Package annual increases as defined in Section 1.3 of the Central Table Agreement.
(for example, if the Cumulative Total Economic Package annual increases effective October 1, 2018 is seventy-five cents ($0.75) per hour, all employees and all steps of the wage scale shall receive an additional forty cents ($0.40) per hour increase in addition to the thirty-five cents ($0.35) per hour increase referenced above). Employees at or above the top step of the wage scale shall receive the full amount of the Cumulative Total Economic Package annual increases.

3. Effective October 1, 2019 all employees shall be increased to the next step on the wage scale equivalent to a thirty-five cents ($0.35) per hour increase. Additionally, effective October 1, 2019 all employees and all steps of the wage scale shall receive the remaining Cumulative Total Economic Package annual increases as defined in Section 1.3 of the Central Table Agreement minus the thirty-five cent ($0.35) step increase. Employees at or above the top step of the wage scale shall receive the full amount of the Cumulative Total Economic Package annual increases.

4. Effective October 1, 2020 all employees shall be increased to the next step on the wage scale equivalent to a thirty-five cents ($0.35) per hour increase. Additionally, effective October 1, 2020 all employees and all steps of the wage scale shall receive the remaining Cumulative Total Economic Package annual increases as defined in Section 1.3 of the Central Table Agreement minus the thirty-five cent ($0.35) step increase. Employees at or above the top step of the wage scale shall receive the full amount of the Cumulative Total Economic Package annual increases.

11.2 Minimum Wage July Adjustments. Beginning on July 1, 2018 and continuing every subsequent July 1 of the contract, any classification and step within that classification that would fall below the new regional minimum wage plus an additional two percent (2%) shall be increased as follows: Step 0 of any applicable classifications shall be increased to equal the regional minimum wage plus an additional two percent (2%). The remaining steps shall then be adjusted upwards to maintain the thirty-five cent ($0.35) distance between steps. All workers in the classification shall have their wage increased so as to remain on an actual step. This section shall
be funded out of the two cents ($0.02) designated for minimum wage from the 2017 Cumulative Total Economic Package and shall not be funded by the following year’s Cumulative Total Economic Package.

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

11.4 Hiring Rates. The wage rates of all new employees hired on or after October 1, 2017 shall be in accordance with the appropriate wage scale in Appendix A that reflects wage rates as of October 1, 2017. A new hire shall receive up to three (3) years of credit for prior relevant experience. 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. New hires who do not receive any credit shall be placed at step 1 of the center specific wage scale on each October 1 during the term of this agreement if they are outside their probationary period. New hires still in their probationary period shall not be precluded from the wage increases in this agreement (for example a new hire shall receive the full Cumulative Total Economic Package on October 1 of each year if they are not placed on the scale due to being in their probationary period).

11.5 Incentive Programs. The Employer may, without acting in a manner resulting in individual favoritism within a job class, implement, modify, or eliminate incentives to hire new employees, motivate employees to work as needed, encourage safe working practices, or for any other business reason, as long as the incentive programs were not specifically bargained for in this Agreement.

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

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

11.8 Accruals. Employees’ earned vacation hours and available sick hours will be printed on employees’ paychecks.

11.9 Certification Payment. The Employer shall pay to maintain certifications required as a condition of employment in employees’ job classifications, provided that the paperwork is submitted in a timely way. If employees do not submit the necessary paperwork in a timely way and pay the certification fees themselves, the Employer will reimburse employees for these costs. Employees are encouraged to submit the paperwork in advance of relevant deadlines so that the Employer may make direct payment to the certifying agency.

11.10 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 AND PERSONAL DAYS

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

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

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

12.3 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.

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

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

ARTICLE 13: VACATIONS

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

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

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

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

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

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

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

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

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

ARTICLE 14: SICK LEAVE  

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

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

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

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

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

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

14.7 The Employer may require proof of illness when an employee is out sick for more than three (3) consecutive work days. The Employer will reimburse the employee for the cost of the doctor’s visit if the cost is not covered by health insurance. If the employee is covered by health insurance, the Employer will reimburse him or her for the cost of the visit only if it is not paid by the insurance carrier. Certificates required for employees returning from leaves covered by Article 16 – Unpaid Leave are exempt from the reimbursement requirement of this provision.

ARTICLE 15: PAID LEAVE

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

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

15.2 Jury/Witness Duty Leave. An employee who is called to serve as a juror, or who is subpoenaed as a witness in any court in any situation involving EmpRes Healthcare shall receive her/his regular pay minus her/his pay as a juror or witness for each work day while on jury duty or while in court as a witness up to a maximum of fifteen (15) paid days.
ARTICLE 16: UNPAID LEAVE

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

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

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

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

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

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

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

16.7 Return From Leave of Absence. Upon return from leave of absence granted under Sections A through E of this Article, an employee shall be reinstated to his or her former position with seniority. Upon return from leave of absence granted under Section F of this Article, an employee shall be reinstated to his or her former position with seniority provided that the leave is fourteen (14) days or shorter. If the leave exceeds fourteen (14) days, the employee shall be reinstated to his or her former position with seniority if the position is available. If the position is not available, the employee shall be reinstated to the next available position in his or her job category. This language shall not prohibit the Employer, at its discretion, from holding the position of an employee on a Section F leave for more than fourteen (14) days.
ARTICLE 17: MEDICAL AND DENTAL INSURANCE

17.1 Health Care Joint Subcommittee. The Employer and the Union shall participate in a joint subcommittee of the statewide Labor-Management Committee for the purpose of maintaining quality, affordable health care for bargaining unit employees. The committee shall have six (6) bargaining unit employees selected by the Union and six (6) Employer representatives. Meetings shall take place quarterly, or as mutually agreed, and bargaining unit employees shall be paid their base hourly wage for all hours worked during committee meetings.

17.2 Medical Insurance. The Employer will maintain substantially equivalent medical insurance benefit levels, including deductibles, and employee co-payments, until the April 1, 2021 open enrollment.

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

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

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

ARTICLE 18: RETIREMENT

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

ARTICLE 19: DISCHARGE AND PENALTIES

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

19.2 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.

19.3 Except for offenses so serious as to warrant immediate termination, the Employer will apply the principles of progressive discipline.

19.4 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.

19.5 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 20: PERSONNEL RECORDS**

20.1 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.

20.2 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.

**ARTICLE 21: GRIEVANCE AND ARBITRATION PROCEDURE**

21.1 Intent. It is the desire of the parties to this Agreement that grievances be resolved informally and at the lowest level whenever possible.

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

21.3 Grievance Time Limits. Time limits set forth in the following may only be extended by mutual written agreement between the Employer and the Union. Grievances regarding employee compensation shall be deemed to have occurred at the time payment is made, or at the time when the payment was due but not made if that is the contention. Grievances over an employee’s eligibility for a benefit shall be deemed to have occurred at the time when such employee benefit eligibility decision was made by Employer. Failure of the Employer to comply with the time limits set forth in the grievance procedure shall allow the employee or Union to advance the grievance to the next step of the grievance procedure within the time frames specified herein. Time limits are important. Failure of an employee or the Union to file a grievance or a written grievance as defined in this Section, in a timely basis, or to timely advance such a grievance, in accordance with the time limits set forth in the grievance procedure, will constitute a formal withdrawal of the grievance by the employee and the Union. Any written grievance must be filed within twenty-one (21) calendar days of the event giving rise to the concern, or the date the event became known or should have become known. Any grievance regarding an employee’s termination must be filed as a Step II written grievance within ten (10) calendar days of the employee’s effective date of discharge.

Optional Informal Step 1 – Grievance Presented Verbally to Department Head

An employee is encouraged to discuss a workplace concern with his/her Department Head. The Open-Door Concept is for an employee and a Department Head to discuss workplace concerns together. The Open-Door Concept is an informal way of resolving problems early, preserving working relationships and promoting a productive work environment for all employees. To facilitate open communication 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. Employees have a right to Union Representation for any dispute arising out of the application of this Agreement. The Employer will have five (5) calendar days to provide a response for any issue raised through the Open-Door policy. Thereafter, the timelines set out in Step II of the grievance procedure shall be followed for any alleged contract violations.

**Step II – Grievance Presented in Writing to Administrator**

Within twenty-one (21) 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 and/or other Union representative shall present it in writing to the administrator or her/his designee. The written grievance shall contain all of the following pertinent information: (1) the specific Article(s) of this Agreement alleged to have been violated; (2) a brief factual description of how the specific language of the identified Section(s) has been violated; (3) the date of each alleged violation of the identified Section(s); (4) the specific remedy requested for each alleged violation (i.e., if possible, describe how the grievant will be “made whole in every way”); and (5) the reason the response in the previous step is not satisfactory when appealing a grievance to the next step. Violations of other contract Sections cannot be alleged after the written grievance has been submitted and accepted by the other party.

The Union and the administrator shall arrange a mutually agreeable date to meet within ten (10) calendar days from the receipt of such grievance for the purpose of attempting to settle the matter. The Administrator shall respond to the written grievance in writing within five (5) calendar days following the meeting. The Step II response will settle the matter, unless appealed to Step III.

**Step III – Grievance Referred to A Party’s Designee**

If the parties are unable to resolve the dispute through the foregoing procedure, either party may request, in writing, within fifteen (15) calendar days of the Step II response or lack of response, that the matter be referred to the Employer’s designee (e.g., Administrator’s
Upon receipt of the written Step III grievance request, the Employer's Designee and the Union's Designee (e.g. Steward or Union Organizer, etc.) shall schedule a meeting at the earliest possible mutually agreeable date in an attempt to resolve the matter. The decision of the Employer's Designee will be delivered, in writing, within fifteen (15) calendar days following the date of such meeting. The Employer's Designee's Step III response will resolve the matter, unless it is forwarded to mediation or arbitration, as provided hereinafter.

If the Union has requested information from the Employer to which it is legally entitled and the Employer has not provided such information at least seventy-two (72) hours prior to the scheduled Step III grievance meeting, the Union shall have the option of postponing the hearing to a mutually agreeable date.

**Step IV – Mediation Requested by A Party**

If the matter is not resolved at Step III, either party may request, in writing, within ten (10) calendar days of the Step III response or lack of response, that the matter be referred to mediation. The mediation process shall not interfere with the scheduling or an arbitration. The requesting party shall request a panel from the Federal Mediation and Conciliation Service (hereinafter called the “FMCS”) or other mediation group agreed to by the parties. The mediator shall be selected by alternate striking from the list until one name remains.

The mediator shall have no authority to bind either party to an agreement.

**Step V – Arbitration**

Either the Union or the Employer may request arbitration of a grievance which remains unresolved by serving a written demand for arbitration upon the other within ten (10) calendar days from the date of the proceedings described in Step III above. The arbitration process and the mediation process shall follow the same timeline and move concurrently. No alleged violation of the Agreement or claim for relief shall be submitted to arbitration unless it has been raised in a timely fashion, filed and submitted in accordance with the procedure identified in the preceding sections, unless the parties agree otherwise.

1. **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 FMCS and notify the other party of having done so. The 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 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 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.

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. **Grievance/Arbitration Timelines.** 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.

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

6. The parties agree that the arbitrator shall accept a written statement signed by a resident or patient in lieu of their sworn testimony. Both parties shall have equal access to such written statements. The parties agree that neither shall call a resident or patient as a witness and the arbitrator shall not consider the failure of the resident to appear as prejudicial.
ARTICLE 22: SEPARABILITY

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

ARTICLE 23: LABOR/MANAGEMENT COMMITTEE

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

23.2 Either party may submit items for discussion.

23.3 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.

23.4 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. Committee members will be paid for time spent in the meeting. Other bargaining unit employees may attend not on paid time.

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

23.6 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.

ARTICLE 24: MUTUAL RESPECT AND DIGNITY

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

**ARTICLE 25: SAFETY AND TRAINING**

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

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

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

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

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

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

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

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

Alternative training topics the second (2\textsuperscript{nd}) year will be chosen if agreeable to both parties. There will be flexibility on training topics and number of trainings for the ALF’s and other work areas such as dietary, housekeeping, etc.

25.7 All new Bargaining Unit Employees performing direct care on residents and existing Bargaining Unit Employees promoted to any position performing direct care on residents shall receive up to five (5) days paid “hands on” training as appropriate upon hire (i.e., based on experience and extent of subject matter expertise). This training shall be completed prior to the Employee being officially placed on the schedule.

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

ARTICLE 26: NO STRIKE/NO LOCKOUT

26.1 During the term of this Agreement or any written extension thereof, the Union shall not call nor authorize any strike against the Employer at the establishment covered by this Agreement, and the Employer will not lock out any employee. For the purpose of this Article, a walk-out, sit-in, sick-out, slow-down, sympathy strike, or other work stoppage will be considered a strike.

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

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

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

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

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

ARTICLE 27: SUCCESSORSHIP

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

27.2 When the Employer's notification to Union requirement is triggered above per qualified transaction, the Employer shall also notify the prospective new owner, assignee, lessee, or transferee Successor in writing of the existence of this Labor Agreement and provide a copy.

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

a. Nothing in this provision shall require the successor employer to offer the same medical, dental or vision insurance plans, or the same retirement or 401k, or the same
group life or disability plans. The successor employer may implement its own medical, dental or vision plans, retirement or 401k plan, disability plan, and group life insurance plan and may also implement its own time off plan.

b. With regard to the medical insurance benefits, the successor employer shall offer a plan that is similar on the whole to the Employer offered plan.

c. Nothing in this provision shall require the successor employer to continue in effect the contractual vacation and sick leave provisions provided that the successor employer offers a comparable amount of time off as the total time off amounts for vacation and sick leave contained in this Agreement.

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

e. The Employer shall have no responsibility or liability for any breach of the provisions of this Section by the successor employer as long as the Employer performs the obligations set out in this Article.
ARTICLE 28: SUBCONTRACTING

28.1 Sub-Contracting. The Employer agrees that there shall be no sub-contracting of bargaining unit work, 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.

28.2 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.

28.3 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.

(b) For any bargaining unit staff employed by the Subcontractor, the following changes to the Grievance article are made: The bargaining unit employee’s immediate supervisor is the Account Manager for the purposes of the Open Door Policy and Step 1 grievances. Step 2 grievances will be filed with the Subcontractor’s Regional Manager of Operations.

(c) In order to resolve any issues in the department managed by the Subcontractor, the Subcontractor agrees that the facility’s Account Manager shall participate in the facility’s Labor Management Committee when such Account Manager and/or Housekeeping/Laundry Supervisor is invited to the LMC Meeting in

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advance and receives a written agenda with subject matter relevant to operation of the subcontracted department.

28.4 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.

2. The Employer and the Union agree to be bound by the terms and conditions of the collective bargaining agreement (the “CBA”) currently in effect (and any subsequent amendments) and expiring on midnight September, 30 2021 between the Union and [Operator’s Legal Name and/or Facility Name] for the Employer’s Housekeeping and Laundry employees (if any) employed at [Facility Name], except as expressly provided below.

   a. A copy of the CBA is attached hereto as Exhibit 1 and incorporated herein.
   b. All bargaining unit eligible employees working for Employer at the facility in housekeeping 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 ________________.

3. 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.

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

5. This MOA shall be effective as of [Execution Date] and will remain in full force and effect through midnight September 30, 2021, 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, 2021, 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

_________________________  _____________________________
Name  

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

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

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

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

29.4 Standards Preserved. No employee shall suffer any reduction in his/her individual hourly wage rate, total amount of paid time off, nor health insurance benefits, because of coverage under this Agreement unless such reduction is expressly addressed by this Agreement or by a written Amendment executed by the parties herein. If the State of Oregon minimum wage rate increases, any employee being paid the minimum wage shall have their compensation increased accordingly.
Individuals compensated more than the minimum wage will receive no adjustment to their compensation solely because of such minimum wage rate increase(s).

29.5 **Premium Conditions.** It is understood that the provisions of this Agreement relating to wages, hours and conditions of work are intended to establish minimum terms for the employment of employees subject to this Agreement. The Employer is free to establish terms above the minimums contained in the Agreement, at the Employer’s sole discretion, and the Employer agrees that if it pays an employee a wage rate in excess of the rates contained in this Agreement, the Employer will not subsequently reduce that employee’s wage rate. The Employer will not apply this Section in an unlawful or discriminatory manner.
ARTICLE 30: DURATION

This Agreement shall be effective on October 1, 2017, and shall remain in full force and effect through September 30, 2021, and from year to year thereafter, provided that either party may serve written notice on the other at least ninety (90) days prior to September 30, 2021, 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 SEIU Local 503, OPEU:

Brian Rudiger
Executive Director, SEIU Local 503

Date

Donna Ferguson
Portland

Jean Duncan
LaGrande

Young Henderson
LaGrande

Dana Sigbee
Milton-Freewater

Sarah Larias
Chief Spokesperson, SEIU Local 503

For EmpRes Healthcare, L.L.C.:

Brent Weil
CEO, EmpRes Healthcare

Date

2/6/18

SEIU Local 503 and EmpRes CBA

October 1, 2017 – September 30, 2021
LETTER OF AGREEMENT

BETWEEN

SEIU LOCAL 503

AND


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

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

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

SEIU Local 503 and EmpRes CBA

October 1, 2017 – September 30, 2021
LETTER OF AGREEMENT

BETWEEN

SEIU LOCAL 503

AND


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

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

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

BETWEEN

SEIU LOCAL 503

AND


Safe Staffing and Quality Care

In order to increase communication between staff and maintain quality resident care, the Employer and the Union shall explore initiatives to increase written and verbal communication between nursing services staff between shifts and joint Labor Management Committees. Such initiatives shall include but not be limited to overlap time between each outgoing and incoming shift.

All SEIU represented facilities shall ensure that a written communication tool shall be developed by Labor Management Committees within sixty (60) days of contract ratification. The tool shall serve as an end of shift report and pertinent information to resident care.
LETTER OF AGREEMENT

BETWEEN

SEIU LOCAL 503

AND


House Keeping Proposal

LOA’s

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

Typos

The parties agree to fix any mutually agreed upon typographical errors found in the contract.
LETTER OF AGREEMENT REGARDING A PROCESS TO EXPLORE SOLUTIONS TO HEALTH INSURANCE COVERAGE CONCERNS

1. This Letter of Agreement ("LOA") has been entered into between Service Employees International Union, Local 503 ("Union") and each Employer engaged in the SEIU Local 503 and Responsible Companies Labor Management Coalition for Quality Care, namely facilities operated by Avalon, Avamere, Dakavia, EmpRes, and Prestige, ("Employers"). The purpose of this LOA is to establish a process to explore Union’s creation of a Taft Hartley healthcare trust under Section 302(c)(5) of the NLRA (“Healthcare Trust”) that would operate to the mutual benefit of Employers and Union by lowering total Employer costs of providing affordable health insurance coverage to participating employees and/or enhance Employer coverage. Each Employer may choose whether to also include information for non-union employees working in Oregon and/or any employee working in another State.

2. To effectively explore feasibility of the parties’ objectives, each Employer shall provide to Union the following information by February 28, 2018:
   a. Third Party Administrator and Stop Loss Summary
   b. Core vs. voluntary benefits
   c. All medical, dental and vision enrollment numbers
   d. All medical, prescription, dental and vision rates
   e. Medical plan benefit summary
   f. Dental plan benefit summary
   g. Vision plan benefit summary
   h. Basic Life plan cost summary
   i. Short Term Disability plan cost summary
   j. Long Term Disability plan cost summary
   k. Experience information for medical, prescription, dental and vision benefits

3. Within ninety (90) days of Union’s receipt of the above information, the Union or a designee, in consultation with Employer agents if so desired, shall effectively assess the feasibility of establishing a Healthcare Trust that could reduce each Employer’s total cost of
providing affordable health insurance coverage to the employees for which the Employer submitted information. The analysis shall, to the extent feasible, provide various options that might be available under a potential Healthcare Trust with respect to coverage options and the cost impact on Employers of those options, including projecting the additional cost of expanding participation to employees and/or family members who are not covered by Employer’s existing health insurance benefit. Such analysis shall be provided to Employers upon its completion.

4. Following completion of the analysis, upon mutual agreement the Union and one (1) or more Employers may both jointly establish a Healthcare Trust and bargain over the projected cost savings from Employer’s existing healthcare insurance coverage total cost that may otherwise be spent as mutually agreed by such Parties.

5. If Union and any Employer(s) do not mutually agree to jointly establish a Healthcare Trust, they instead agree to meet up to two (2) times within a sixty (60) day period of a Party requesting that the other(s) meet, to discuss whether any change in the terms and conditions of employment for employees covered by their respective collective bargaining agreement(s) could facilitate Employer’s participation in the Healthcare Trust established by Union and other Employer(s); or, if the Healthcare Trust has not been established, whether such Parties may agree to change the allocation of any remaining Cumulative Total Economic Package as necessary to increase union member participation in Employer’s health insurance coverage and/or reduce insurance related costs for Employees. Upon mutual agreement during such sixty (60) day period, the Parties will reopen their respective collective bargaining agreement(s) as necessary, or amend such agreement(s) through a binding Letter of Agreement. Absent such foregoing mutual agreement, the Parties shall continue to abide by existing language.

6. Nothing in this LOA shall prevent negotiations regarding healthcare at the individual Company tables currently in progress.
## Appendix A Wage Scales

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