

2017- 2021

**COLLECTIVE BARGAINING
AGREEMENT**

BETWEEN

SEIU LOCAL 503

AND

PRESTIGE CARE, INC.

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MEMORANDUM OF UNDERSTANDING

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

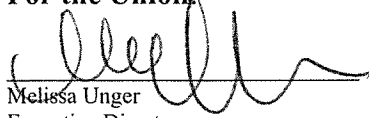
Recognition. The Union and separate employers, Care Center (Glisan), inc.—**Glisan Care Center**, 9750 NE Glisan St., Portland, OR 97220; Care Center (Hood River), Inc.—**Hood River Care Center**, 729 Henderson Road, Hood River, OR 97031; Care Center (Linda Vista), Inc.—**Linda Vista Nursing & Rehab Center**, 135 Maple Street, Ashland, OR 97520; Care Center (Menlo Park), Inc.—**Menlo Park Health Care**, 745 NE 122nd, Portland, OR 97230; Care Center (Molalla), Inc.—**Molalla Manor Care Center**, 301 Ridings Ave., Molalla, OR 97038; Care Center (Oregon City), Inc.—**Oregon City Health Care Center**, 148 Hood Street, Oregon City, OR 97045; Care Center (Coast Fork), Inc.—**Coast Fork Nursing Center**, 515 Grant Street, Cottage Grove, OR 97424; Care Center (Porthaven), Inc.—**Porthaven Healthcare Center**, 5330 NE Prescott, Portland, OR 97218; Care Center (Reedwood), Inc.—**Prestige Care of Reedwood**, 3540 SE Francis Street, Portland, OR 97202; Care Center (Willowbrook), Inc.—**Willowbrook Terrace**, 707 SW 37th, Pendleton, OR 97801; Care Center (Chehalem) Inc.—**Chehalem Health and Rehab Center**, 1900 E Fulton St, Newberg, OR 97132; Care Center Laneco, Inc.—**Creswell Health and Rehabilitation Center**, 735 S. 2nd St, Creswell, OR, 97426; PCI Care Venture, Inc.—**Timberview Care Center**, 1023 SW 6th Ave, Albany, OR 97321; Care Center (Park Forest), Inc.—**Park Forest Care Center**, 8643 NE Beech St, Portland OR 97220; Care Center Camelot (Forest Grove), Inc.—**Forest Grove Rehabilitation and Care Center**, 3900 Pacific Ave, Forest Grove, OR 97116; Care Center (McMinnville), Inc.—**Prestige Post Acute Rehabilitation Center—McMinnville**, 421 SE Evans St, McMinnville, OR 97128; Care Center (Milwaukie), Inc.—**Prestige Post Acute and Rehabilitation Center—Milwaukie**, 12045 SE Stanley Ave, Milwaukie, OR 97222, and the Employer, which all parties agree are separate employers, each agree to associate with the other for the purpose of recognizing the Union as the exclusive bargaining representative of a single bargaining unit, as provided for under federal labor law regarding multi-employer bargaining for the classification identified in

each employer's respective Collective Bargaining Agreements.

For ease of contract administration, all facilities are listed in this Agreement.

IN WITNESS WHEREOF, the parties cause this Memorandum to be executed effective October 1, 2017.

For the Union:



Melissa Unger
Executive Director
SEIU Local 503

For the Employer:

Ryan Delamarter
Chief Legal Officer
Prestige Care, Inc.

ARTICLE 1 - PREAMBLE

This Agreement is made and entered into between Prestige Care, Inc. (the “Employer”) and the Service Employees International Union Local 503, OPEU (the “Union”). The purpose of this Agreement is to set forth the understanding reached between the parties with respect to wages, hours of work and conditions of employment.

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 2 - RECOGNITION

2.1 Classifications: The Employer recognizes the Union as the sole and exclusive bargaining agent for all full-time, part-time, and on-call employees, including but not limited to, in those classifications listed below, excluding supervisors, managers, managerial staff, RNs, LPNs, staffing coordinators, office clerical and confidential employees.

- Certified Nursing Assistant– CNA
- Certified Nursing Assistant– Lead
- Restorative Aide—RA/Shabboz CNA
- Nursing Aide – NA
- Certified Medication Aide – CMA
- Dietary Aide
- Housekeeping Aide
- Laundry Aide
- Cook
- Maintenance Assistant
- Activities Assistant

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

2.3 New Employee Notice: When the Employer hires a new employee, it shall advise that employee in writing within three (3) business days, that there is an Agreement with the Union. This notice shall quote the Union security and check-off provisions of this Agreement. The notice will be included in the employee’s new hire packet.

2.4 Employment Status:

2.4.1 “Full-Time” Employees:

“Full-time” employees are employees who are regularly scheduled to work thirty (30) or more hours per week.

2.4.2 “Part-Time” Employees:

“Part-Time” employees are employees who are regularly scheduled to work less than thirty (30) hours per week. Part-time employees receive limited benefits.

2.4.3 Temporary Employees:

(a) Temporary employees may be hired only for special projects or to replace employees on vacation or leave of absence. Agency Personnel shall not be considered temporary employees.

(b) Temporary employees may be hired for up to three (3) months. The Union should be notified when temporary employees are hired. 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 up to a total of six (6) months. However, after the initial three (3) months, temporary employees shall be covered by this Agreement and shall accrue seniority from their dates of hire.

(c) Temporary employees shall be covered by all terms of this Agreement, except that they shall not be entitled to seniority, PTO, or health insurance benefits. 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.

2.4.3 On-Call Employees:

An On-Call Employee is hired to work at the convenience of the Employer to cover workload fluctuations, emergency situations or employee absences. On-Call employees are not regularly scheduled, and do not receive PTO, health insurance, or additional shift bonus benefits. Prestige Pool employees and Agency employees are not On-Call employees, but will be considered to be on-call status for the purposes of Census Adjustments as outlined in Article 11- Census Adjustments. In order for an employee to remain on-call, they must pick up a minimum of one (1) shift every three (3) calendar months, unless they are on medical leave or an otherwise defined leave of absence. If an on-call employee hasn't picked up a shift in three (3) months, they will be notified that they will lose their seniority and on-call status unless they pick up an available shift within sixty (60) days. Extenuating circumstances may be evaluated.

2.5 Work at Non-Union Facilities:

A Union member who is temporarily contracted to work at a non-Union represented facility shall continue to be covered by this Agreement.

ARTICLE 3 - NON-DISCRIMINATION

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

3.3 Gender: 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 the 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

governmental 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 absence 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 - UNION SECURITY AND VOLUNTARY ASSIGNMENT OF WAGES

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

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

4.3 Lists and Dues Deduction: 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

4.4 Revocation of Dues Deduction: 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.

4.5 Itemized Deduction List: 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.).

4.6 Failure to Pay Dues: 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.

4.7 Hold Harmless: The Union will indemnify and hold harmless the Employer with respect to any asserted claim or obligation or cost of defending against any such claim or obligation of any person arising out of the Employer's 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 5 - MANAGEMENT RIGHTS

5.1 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.

5.2 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 or 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.

5.3 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.

5.4 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.

5.5 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 6 - SUBCONTRACTING

6.1 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.

6.2 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.

6.3 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.

6.4 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.”

6.5 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.
- (a) For any bargaining unit staff employed by the Subcontractor, the following changes to the Grievance article are made: The bargaining unit employee's immediate supervisor is the Account Manager for the purposes of the Open Door Policy and Step 1 grievances. Step 2 grievances will be filed with the Subcontractor's Regional Manager of Operations.
 - (b) In order to resolve any issues in the department managed by the Subcontractor, the Subcontractor agrees that the facility's Account Manager shall participate in the facility's Labor Management Committee when such Account Manager and/or Housekeeping/Laundry Supervisor is invited to the LMC Meeting in advance and receives a written agenda with subject matter relevant to operation of the subcontracted department.
- 4) 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

EXHIBIT 1

The "Collective Bargaining Agreement between SEIU Local 503 OPEU and [Operator Name and/or Facility Name]" for October 1, 2017 through September 30, 2021 is hereby incorporated by reference."

ARTICLE 7 - NO STRIKES AND NO LOCKOUT

7.1 No Strike During Term of Agreement: 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.

7.2 Notification: 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.

7.3 No Strike Violation: Employees who participate in a strike in violation of this Article will be subject to discipline up to and including termination.

7.4 No Strike Violation Union Action: In the event of a violation of the no-strike provision, the Union will:

7.4.1 As promptly as possible publicly disavow such action by the employees;

7.4.2 Notify the employees of its disapproval of such action and instruct such employees to cease such action and return to work immediately;

7.4.3 Post notices on Union bulletin boards advising that it disapproves of such action and instructing employees to return to work immediately.

7.5 Informational Picketing: In recognition of the unique partnership between the Union and the Employer 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 8 - UNION RIGHTS, REPRESENTATIVES, AND STEWARDS

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:

8.1 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.

8.2 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.

8.3 Union Information: The Employer will:

- 1) Furnish and install at least one (1) bulletin board in each employee break room or each facility for posting of union notices with a copy being given to management at the time of the posting. This bulletin board shall be no smaller than three feet by four feet (3' x 4'). The Union and Employer will confer upon the location of the bulletin board.
- 2) Allow the Union to furnish a binder to be kept in the break room for the purpose of storing materials such as membership forms, copies of the contract, Union contact information, and other union materials.
- 3) Additionally, as space permits, allow the Union to furnish a secure deposit box and/or a shelf, installed by the Employer on the wall of the break room for the purpose of

keeping internal Union information including, but not limited to, Union election nomination forms and ballots, grievance forms, membership surveys, etc.

8.4 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. Union stewards 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. Union stewards 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.

8.5 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.

8.6 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.

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

fifty dollar (\$50) daily stipend when such employee(s) incurs lost wages for 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.

8.8 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.

8.9 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 9 - PROBATIONARY EMPLOYEES

9.1 New full- and part-time employees shall be on probation for ninety (90) days of continuous active employment from their date of hire. On-call employees shall be on probation until completion of 450 hours of work. During the probationary period employees may be disciplined or discharged by the Employer for any reason without recourse to the Grievance and Arbitration provisions of this Agreement. Temporary employees are not subject to a probationary period and may be terminated by the Employer at any time without recourse to the Grievance and Arbitration provisions of this Agreement.

ARTICLE 10 - LAYOFF AND RECALL

10.1 Definitions:

10.1.1 Seniority:

An employee's seniority shall be defined as the length of time the employee has been employed in any bargaining unit classification at any Prestige-managed skilled facility. Accrual of seniority begins upon an employee's successful completion of the probationary period, and is retroactive to the employee's date of hire.

10.1.2 Layoff:

A layoff shall be defined as an expectation of loss of work in a particular classification for three (3) weeks or more. In the event the Employer anticipates loss of work for a shorter period of time, Article 11, Census Adjustments, shall apply.

10.2 Seniority for Layoff or Leave of Absence: Seniority shall cease to accrue but shall not be lost in the event of a layoff or leave of absence.

10.3 Loss of Seniority: 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;
- (d) Layoff in excess of one year.

10.4 General Conditions: It is the intent of the parties to administer this Agreement to minimize the impact of layoff, hours reduction or displacement of employees.

10.5 Layoff Notice: Prior to a layoff taking effect, the Employer shall provide notice to the Union of the layoff, the affected employees, the shifts, job classifications and number of hours affected, and if known, the anticipated length of the layoff. The notice shall be provided fourteen (14) calendar days prior to the implementation of the layoff. 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 seven (7) days of the notice of layoff.

10.6 Layoff Procedures: In the event of a layoff, the Employer will layoff the least senior employee in the affected job category. In the event that two (2) or more employees have equal seniority the Employer shall consider the disciplinary records of the employees for the prior eighteen (18) months to determine the order of the layoff. Probationary and Temporary employees within the affected job classification shall be laid off first or have their hours reduced first without regard to seniority.

10.6.1 Bumping:

Any employee who is displaced due to layoff may bump the least-senior employee in any classification or shift within their own department (e.g. a laid off Med Aide may bump the least-senior CNA), provided the more senior employee is qualified based on necessary certification.

10.7 Recall: In the event of a recall, the Employer will recall the most senior employee in the affected job classification. In the event that two or more employees have equal seniority the Employer shall consider the disciplinary records of the employees for the prior eighteen (18) months to determine the order of the recall.

10.7.1 The employee will remain on a recall list for eighteen (18) months and it shall be the employee's sole responsibility to provide, in written form, the Employer with updated contact information. Probationary employees will not be placed on a recall list.

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

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

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

10.7.5 The Employer shall notify any Recallables in writing of the Recallables' option to return to employment no less than seven (7) calendar days prior to when the Employer desires that the Recallable Employee(s) return to employment. The Recall notice shall be in the form of Exhibit "Recall Notice" included in this Article. These Recallables shall have twenty-four (24) hours from receipt of the Recall Notice sent by registered mail by the Recallable to indicate unequivocally that the Recallable will return to employment ("Yes Notice"). If the Recallable fails to provide the Yes Notice, then that Recallable has the irredeemably waived his/her Recall Rights.

EXHIBIT: RECALL NOTICE

Dear Union Represented Employee,

Under the terms of the Collective Bargaining Agreement between your Union, SEIU Local 503 and the Employer, whenever a vacancy occurs while Bargaining Unit Employees are laid off, Bargaining Unit Employees who are qualified to fill the vacancy are recalled in order of seniority as long as it is within eighteen months of the layoff.

You are being recalled to work and have the option to return to employment. You have 24 hours from when you've received this letter to indicate whether or not you want to return to employment. If you do not notify your employer within 24 hours then you will have waived your right to be recalled. Please contact your Union steward or call SEIU at 1-800-527-9374 if you have any questions.

ARTICLE 11 - CENSUS ADJUSTMENTS

11.1 Low Census: The Employer may reduce an employee's hours of work on a shift-by-shift and day-by-day basis if the Employer deems it necessary to reduce hours for declining census or resident case mix.

11.1.1 The Employer will incorporate the following guidelines when making necessary hour reductions:

Step 1. The Employer shall first ask for volunteers who are working Bonus/Double Shifts. 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 will have the option of using PTO, if available, or taking unpaid time.

Step 2. The Employer will ask for volunteers working Regular shifts. 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 will have the option of using PTO, if available, or taking unpaid time.

Step 3. The Employer will reduce assigned shift hours of temporary employees;

Step 4. The Employer will reduce assigned shift hours of on-call employees;

Step 5. If there are no volunteers, and the Employer is going to cancel a full shift or reduce hours, it will cancel shifts or reduce hours in rotating seniority order, starting the rotation with the least senior employee working the shift and progressing to the most senior employee on that shift.

11.2 Increased Census: The Employer may offer an employee additional hours of work on a shift-by-shift and day-by-day basis if the Employer deems it necessary to add hours for increasing census or other reasons.

11.2.1 The Employer will incorporate the following guidelines when making necessary hour increases:

Step 1. The Employer will request on-duty employees to work extended hours to cover the unassigned shift and shall offer such hours to the most senior volunteer;

Step 2. The Employer will request on-call employees to work the unassigned shift hours;

Step 3. The Employer will request temporary employees to work the unassigned shift hours;

Step 4. The Employer will request off-duty Bargaining Unit Employees to work the unassigned shift hours;

Step 5. After exhausting all bargaining unit options, the Employer may request qualified non-Bargaining Unit employees to fill any remaining open shift.

11.2.2 The Employer and Employees will work to minimize the use of agency personnel. Employer will endeavor to fill all unassigned shift hours with available Bargaining Unit personnel.

11.3 Census Adjustments in Non-Nursing Units: Upon mutual agreement of the Employer and Employees in non-nursing departments, there may be a different scheduling process to conform to current practice and Employee and Employer needs within the Department. If no mutual agreement can be reached for this different scheduling process it will revert back to our Census Adjustments in Article 11.1 and 11.2.

11.4 Specialty Units: The above procedures for census adjustments within a specialty unit will only apply to staff qualified to be assigned to those units.

11.5 Planned Staffing Patterns: The Employer will post planned staffing patterns for a range of average daily census projections. Variations to planned staffing patterns will be discussed and explained upon request.

ARTICLE 12 - ASSIGNMENTS AND JOB POSTINGS

12.1 Job Classifications and Shifts: Employees shall work in the job classifications and on the shifts for which they were hired or onto which they transferred in accordance with the terms of this Agreement unless the employee agrees to a temporary assignment change. This does not apply to section assignment changes.

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

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

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

12.3 Filling Vacancies: The Employer will offer the vacancy to the most senior bargaining unit applicant who is qualified based on necessary certifications. In the event that two (2) or more qualified employees have equal seniority the Employer shall consider the disciplinary records of the employees for the prior eighteen (18) months to determine who will be offered the vacancy. If that employee elects not to accept the position, then the vacancy will be offered to the next equally qualified senior applicant, and so forth.

12.4 Qualifications for Filling Vacant Position: 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.

12.5 Filling of Extra Shifts: The Employer shall use the following steps to cover any open/unassigned shifts due to vacation coverage, call-ins, or other reasons:

Step 1: Each month, at the time of posting the schedule, the Employer will post a list in a mutually agreed upon location of all known open shifts for the month with space for all interested workers to sign up for each shift. Employees will be chosen for extra shifts in rotating seniority order.

Step 2: If open shifts remain unfilled, the Employer will request on-duty employees to work extended hours to cover the unassigned shift and shall offer such hours to the most senior volunteer;

Step 3: The Employer will request off-duty employees, in seniority order, to work the unassigned shift hours.

Step 4: The Employer will request on-call employees to work the unassigned shift hours;

Step 5: The Employer will request temporary employees to work the unassigned shift hours;
Step 6: After exhausting all bargaining unit options, the Employer may request qualified non-Bargaining Unit employees to fill any remaining open shift.

12.5.1 The Employer may begin at Step 2 for all shifts that become available or known within forty-eight (48) hours of the start of the shift.

12.5.2 If an extra shift would cause a worker to go into overtime, the Employer may offer the shift to the most senior employee not in overtime.

12.5.3 Once an employee is notified that he/she has been chosen for an extra shift, this shift will not be withdrawn with less than forty-eight (48) hours' notice.

12.5.4 Upon mutual agreement of the Employer and Employees in non-Nursing Departments, there may be a different scheduling process to conform to current practice and Employee and Employer needs within the Department.

12.6 Assignments: Many factors may be taken into account when making hall/section assignments. This may include, but is not limited to: acuity of resident care (including behavioral challenges); worker training levels; resident requirements regarding gender; admissions and discharges; and other workload concerns. Hall and section assignments may be a subject for discussion at Labor Management Committee Meetings.

ARTICLE 13 - WAGES

13.1 Central Table Agreement: Wages shall be set in accordance with 2017 Central Table Agreement which is incorporated as Appendix A.

13.2 Wage Scales Upon Expiration of Agreement: Upon expiration of this Agreement, wage scales shall be frozen until a subsequent Agreement is negotiated.

13.3 Cost-of-Living Increases and Maintaining Wage Scales: The Employer agrees to maintain wage scales. 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.

All employee wage rates and all steps of the scales shall not be less than the applicable minimum wage rate outlined below, plus an additional two percent (2%).

Beginning on July 1st of 2018, and continuing every subsequent July 1st of the contract, Step 0 of any applicable classifications shall be increased to equal the applicable minimum wage rate 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. Any Workers in an impacted classification will also receive the increase so as to remain on an actual step. Workers who make a wage rate above the top of the wage scale shall not receive this July adjustment, but will receive the increases outlined in 13.4. Any minimum wage adjustments shall be funded using one cent

(\$0.01) designated for minimum wage from the 2017 Cumulative Economic Package and shall not be funded by the following year's economic package.

The following facilities shall be subject to the minimum wage rate for Region 1, also known as the Portland Urban Growth Boundary: Glisan, Forest Grove, Menlo Park, Milwaukie, Molalla, Oregon City, Park Forest, Porthaven, Reedwood, as outlined in Appendix B.

The following facilities shall be subject to the minimum wage rate for Region 2, also known as the "statewide" or "standard" rate: Coast Fork, Creswell, Hood River, Linda Vista, Chehalem, and Timber View, as outlined in Appendix B.

Prestige Post-Acute and Rehabilitation Center-McMinnville shall be subject to a separate wage scale, as outlined in Appendix B, and shall be tied to the Standard Area for minimum wage purposes.

Willowbrook shall be subject to the minimum wage rate for Region 3, also known as Nonurban Counties.

13.4 2017 Wage Increases: 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, all employees and all steps of the wage scale shall receive the remaining Cumulative Total Economic Package annual increases of forty six cents (\$0.46) 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-one cents (\$0.81) per hour.

13.5 2018 Wage Increases: 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, 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.

13.6 2019 Wage Increases: 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, 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.

13.7 2020 Wage Increases: 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, 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.

13.8 Applying Increases: Increases apply to all bargaining unit employee wage rates, starting rates and wage scales. By subsequent mutual written agreement, the parties may agree to increase bargaining unit member's hourly wage rates, starting 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 wages 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.

13.9 Hiring Rates: The wage rates of all new employees hired on or after October 1, 2017 shall be in accordance with the wage scale based on years of experience in the given job classification or other relevant experience.

13.10 Shift Differentials: All eligible Employees shall receive shift differentials for all hours worked on that shift according to the Letter of Agreement regarding shift differentials.

13.11 Attendance Reward: All Employees who work all their scheduled shifts, complete a minimum of one-hundred ten (110) compensated hours worked for the month, and attend all required staff and unit meetings shall receive an attendance bonus of twenty-five cents (\$0.25) per hour for all hours worked during the month. Employees who are excused from the meetings with prior approval of the administrator or his/her designee shall remain eligible for the bonus. Such approval shall not be unreasonably denied.

13.12 Extra Shift Premium: Employees who volunteer to work Employer designated shifts shall receive an Extra Shift Premium of six dollars and fifty cents (\$6.50) per hour added to their base rate of pay for actual hours worked during the designated shift. An extra shift shall be defined as an employer designated shift that includes work time beyond a Bargaining Unit Employee's regularly scheduled shift. This does not include shift trades between Employees. The employee will need to complete a written extra shift premium form made available by the Employer. Shifts that qualify for the Extra Shift Premium shall be clearly posted and marked as such. Employer may cancel the bonus shift designation within five (5) calendar days of the scheduled shift if the Employer is able to hire additional staff to work the shift at their base rate of pay. In order to qualify for the extra shift premium the employee must work her/his next scheduled shift, unless the employee is unable to work due to an excused absence as defined by the Attendance and Punctuality Policy (Appendix D) or was called off by the Employer. Additional staff for these purposes shall not include agency or Prestige pool employees.

13.13 Rounds and Reports: Employees are encouraged to use the seven (7) minute buffer after regular shift ending time for rounds and reports. This time will be on the clock.

13.14 Paychecks: Paychecks will be available to employees at the scheduled time for paycheck distribution 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.

13.15 Payroll Errors: If an error is discovered in an employee's paycheck, the employee will notify his/her supervisor immediately. Paycheck errors of less than fifty dollars (\$50) will be corrected in the next payroll cycle. Paycheck errors of fifty dollars (\$50) or more will be corrected as quickly as possible with a check cut and disbursed prior to the next payroll cycle.

13.16 Direct Deposit: Employees will have the option of participating in the Employer's Direct Deposit program. Upon request, paystubs, W-2 forms, and other materials regarding pay will be available in paper form. Employees will not be required to use the online payroll system and/or receive digital documents.

13.17 PTO Accruals on Paycheck Stubs: Employees' earned PTO will be indicated on paycheck stubs.

13.18 Transfer into a Higher Classification: An Employee transferring into a higher-paid classification shall maintain her/his wage rate or be paid at the new classification wage rate, whichever is greater.

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

13.20 Work Outside of Classification: When an Employee is requested to work outside of their classification, they shall be paid at the higher rate of pay of the two classifications. For example, if a CMA is requested to work on the floor as a CNA, they shall continue to be paid at the CMA rate.

13.21 Employees Hired In Above Wage Scale: Any Employee hired who has more than ten (10) years of applicable experience will be placed at a minimum on the top step of the wage scale. Any wage rate paid above the top step of the scale to reflect more than ten (10) years of applicable experience must be consistently applied.

ARTICLE 14 - HOURS OF WORK AND OVERTIME

14.1 Workweek: The basic workweek period shall consist of a fixed and regularly recurring period of seven (7) consecutive twenty-four hour periods. The Employer will send written notice to the Union thirty (30) days in advance of any change in time to when the workweek period begins. The workdays and workweek periods as specified in this Article shall not constitute guaranteed hours of work.

14.2 Workday: The normal workday for full-time employees shall consist of seven and a half (7.5) hours of work and an unpaid thirty (30) minute meal period completed within eight (8) consecutive hours within a twenty-four (24) hour period. The normal workweek for full-time employees consists of at least thirty (30) actual hours of work per workweek period. The Employer may schedule up to three (3) shifts in each day. The Employer may schedule twelve (12) hour shifts. A twelve (12) hour work day consisting of eleven and one-half (11 1/2) hours of work and an unpaid thirty (30) minute meal period completed within twelve (12) consecutive hours within a twenty-four (24) hour period. The Employer may schedule ten (10) hour shifts. A ten (10) hour work day consisting of nine and one-half (9 1/2) hours of work and an unpaid thirty (30) minute meal period completed within ten (10) consecutive hours within a twenty-four (24) hour period. Daily census information will be shared with all Employees and the Employer will work to ensure adequate time is available for report between shifts.

14.3 Meal Period: Employees who work a shift of five (5) hours or more are provided an unpaid thirty (30) minute meal period. If an employee works during all or part of a meal break it shall be immediately reported to the employee's supervisor. If an employee works through all or part of his or her meal break, he or she will be paid for that time.

14.3.1 Employees shall not be called back to work during their breaks except in case of emergency.

14.3.2 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 their break time.

14.4 Rest Break: Employees are provided paid rest breaks up to fifteen (15) minutes for every four (4) hours worked or major fraction thereof. Rest breaks may be scheduled by the Employer or taken on an intermittent basis. The employee shall notify his/her supervisor prior to taking a break. In an urgent situation, the supervisor may require the employee to postpone his/her break until the situation has been resolved.

14.5 Work Schedule: Work schedules will be posted between the fifteen (15th) and the twentieth (20th) day of the month preceding the month on the schedule. The Employer reserves the right to change the schedule even after it has been posted to meet its operational needs, including for low census reductions. Once posted, schedules shall not be changed by the Employer without providing fourteen (14) days' notice to the employee affected by such change. Notice may be less by mutual agreement of Employer and affected employee(s). If, prior to the fourteen (14) day period, the Bargaining Unit Employee represents in writing to the Employer that the Bargaining Unit Employee will not be able to meet the Employee's child or family care arrangements with the directed change, then the Bargaining Unit Employee will have a total of thirty (30) days from the date the move was given by the Employer to the Bargaining Unit Employee in order to make that move. Employees may switch their schedules in the same workweek provided the Employer approves.

14.6 Overtime: Employees shall receive overtime at one-and-one-half times their regular rate of pay for all actual hours worked in excess of forty (40) hours in the workweek. All overtime must be approved in advance by the Administrator/designee.

14.7 Report Pay: Employees reporting to work shall receive a minimum guarantee of three (3) hours of paid time. Such minimum guarantees shall not apply if the Employer makes a reasonable effort to notify the employee at least two (2) hours prior to the scheduled starting time that the employee is scheduled to report to work or as mutually agreed upon by the Employer and employee. It shall be the employee's responsibility to keep current contact information including home and mobile telephone numbers and email address on file with the Employer. Failure by the employee to do so will exempt the Employer from the notification requirement and from the 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 voice mail message. An employee who is sent home after reporting to work or called off of work shall not be considered "on-call" or "on-standby" for the remainder of the shift.

ARTICLE 15 - HOLIDAY PREMIUM PAY

15.1 Designated Holidays: All employees shall receive premium pay of one and one-half (1.5) times the employee's base rate of pay for actual hours worked on the holiday for the following Holidays:

New Years Day
Easter
Memorial Day
Independence Day
Labor Day

Premium pay of two (2) times the employee's base rate of pay for actual hours worked will be paid for:

Thanksgiving
Christmas

15.2 Holiday Period and Payment: The Holiday period runs from 12:00 a.m. until 11:59 p.m. on that day designated by the Employer as the Holiday. Employees will receive holiday premium pay for their entire shift if the majority of hours of their shift occur during the Holiday period. In the event an Employee works a double shift on a Holiday, and all hours worked qualify for Holiday Pay as defined in this Article, she/ he shall still be eligible as defined above to receive premium pay for both shifts.

15.3 Distribution of Holidays: The Employer shall have the right to require any employee to work on any designated Holidays; however the Employer agrees to distribute work on Holidays on an equitable basis. This will be done for each designated Holiday in a way that asks for

volunteers first and then proceeds to fill shifts in a seniority-based rotation that carries over year to year.

15.4 Holiday Substitution: Upon written request, an employee may substitute a religious Holiday for any of the above named Holidays.

15.5 Holiday Meal:

All employees will receive a free meal when working a Holiday shift.

15.6 Employee's Birthday: Employees may choose to take their birthday off, so long as they put the request in by the fifteenth (15th) day of the month preceding their birthday. If more than one employee requests the day off, resulting in a hardship on the Employer, the most senior employee will be granted the day-off.

ARTICLE 16 - PAID TIME OFF PROGRAM

16.1 Purpose: The purpose of the Paid Time Off Program (PTO) is to allow each eligible employee to utilize PTO as the employee determines best fits the employee's personal needs or desires. The PTO program is inclusive of vacation and sick leave.

16.2 Eligibility: All full-time and part-time employees are eligible for PTO. PTO is accrued upon hire or transfer into a PTO eligible position. Temporary and On-Call employees do not accrue PTO.

16.3 Availability to Use: PTO and Paid Sick Leave accruals are available for use in the pay period following completion of ninety (90) days continuous employment. PTO and Paid Sick Leave may not be taken before actually accrued. All hours are available for use in the pay period following the month in which they were earned. Employees may take up to forty (40) hours per week of PTO, regardless of how they are normally scheduled, as long as it is available for them to use.

16.4 Accrual of PTO: Accruals are based upon hours actually worked. Part-time employees will earn PTO hours on a pro-rated basis, according to the applicable accrual rate per hour. Length of service will determine the rate at which an employee will accrue PTO. PTO does not accrue during unpaid leaves of absences. No PTO hours will accrue beyond the listed maximum accruals.

16.5 Accrual Chart:

Years of Service Based on Anniversary Date	Accrual Rate Per Hour	Maximum PTO Accrual Bank
0-1 year	.0423 per hour	128 Hours
2 to 4 years	.0615 per hour	168 Hours

5 to 9 years	.0807 per hour	208 Hours
Over 10 years	.0999 per hour	240 Hours

16.6 Scheduled PTO: PTO used for this purpose will be paid out at the employee's base hourly rate of pay and does not include any shift differentials, premium pay, or other work incentives. PTO is not part of any overtime calculations. Scheduled PTO is requested in advance and is subject to supervisory approval and department staffing needs. PTO must be requested prior to posting of the upcoming month's schedule. All PTO requests shall be approved or denied in writing within fourteen (14) business days of having received the request. Requests will be considered on a first come, first served basis and will be approved or denied based on operational needs. If an employee needs to make a change to a PTO request once it has been submitted, they may do so until the monthly schedule has been posted; after that point, they may be asked to find their own coverage.

16.6.1 Vacation and Holidays:

Employees shall be eligible to take accrued PTO time for vacation and holidays.

16.6.2 Personal Time: Employees shall be eligible to take accrued PTO time for personal reasons. Such time must be scheduled in advance in accordance with Employer policies and be approved by the employee's supervisor. Personal time PTO must be taken in at least one hour increments.

16.7 PTO Use for Unanticipated Medical Reasons: Any payment of PTO due to unanticipated medical reasons for the employee or their family (i.e., sickness, injury, emergency medical treatments, and unscheduled medical appointments) shall be subject to immediate notification of absence. When reasonably possible, employees must provide the Department Supervisor or Charge Nurse a minimum two (2) hour notice before the start of a scheduled shift.

16.7.1 In the event of an occupational illness or injury, PTO may be used at the employee's request, for lost work time not covered by Workers' Compensation Insurance. PTO can be integrated with Workers' Compensation to the extent available to continue normal earnings.

16.8 Healthcare Statements: Employees who miss work for three (3) or more days due to illness may be required to present the Employer with a healthcare provider's statement. The Employer also reserves the right to require a healthcare provider's statement in circumstances where the Employer reasonably believes an employee is abusing the PTO policy.

16.9 Unpaid Time Off: Requests for unpaid time off will be subject to the approval and denial process as outlined in Article 16.6 above.

16.9.1 Collective Bargaining: Employees who attend collective bargaining sessions with the Employer on behalf of the Union may have such time charged as unpaid time off rather than PTO.

16.9.2 Tardiness: An employee who is tardy will have such time charged as unpaid time off and may not use PTO.

16.9.3 Disaster Aid: If the Employer approves an employee's written request for absence from work to perform volunteer disaster relief service, the employee may use unpaid time off rather than PTO.

16.10 PTO Accumulation: PTO credits may be accumulated and carried over from one (1) calendar year of employment to another up to the designated maximum for the employee's service year. Hours over the maximum amount shall be placed in an extended illness bank, which may be accessed for the use of medical qualifying leave for the employee or for family after three (3) days of continuous illness or if all PTO has been exhausted. Such hours will be retained for this use until exhausted. Hours in the extended illness bank shall not be paid out upon termination of employment.

16.11 Payment Upon Termination: After completion of at least twelve (12) months of continuous employment, upon termination of employment an employee will be eligible for payout of PTO credits earned but not used. PTO payout shall be made at the employee's base hourly rate of pay at the time of termination. If the employee (1) resigns and gives two weeks written notice, or (2) is laid off from employment with the Employer (this does not include low census adjustments) or, (3) transfers from a full- or part-time position to a temporary or on-call position, the Employee shall receive a pay-off of accrued but unused PTO credits. If the Employee fails to give two weeks written notice the employee is not eligible for payout of PTO.

16.12 PTO Donation Bank: Employees will be able to donate up to forty (40) hours of PTO to other employees per payroll period, so long as the donating employee does not fall below forty (40) hours of PTO in the donating employees PTO bank. Exceptions may be made on a case-by-case basis with the approval of the Employer's Human Resources Director.

16.13 PTO Extended Illness Bank: Employees shall be able to donate as much accumulated Extended Illness PTO as available to other Employees within each payroll period. The amount available in Employees' Extended Illness Bank shall be printed on Employees' paychecks along with other PTO accruals.

16.14 PTO Cash-Out: One time, each calendar year upon the anniversary of an Employee's date-of-hire, Employees shall be able to cash-out up to eighty (80) hours, without penalty, accrued, but unused, PTO, so long as the Employee maintains a PTO balance of at least forty (40) hours after cash-out. Employees will submit requests for cash-out to the Employer the month prior to posting of the Employee's anniversary date. Employee may submit, but will not be required to submit, a statement explaining the reasons for the cash-out request. At the discretion of the Employer, the facility administrator may grant exceptions to the above mentioned requirements and allow PTO cash-out for employees due to emergency situations.

16.15 Coverage for Time Off: Except for instances as outlined above, no employee may be asked to find their own coverage for their time off.

ARTICLE 17- OTHER LEAVE

17.1 Bereavement: Full-time and Part-time employees who have completed their initial probationary period may take up to two (2) paid and two (2) unpaid days of leave in the event of the death of a spouse, domestic partner, child, parent, sibling, grandparent, grandchild, or corresponding in-laws or “step” relations and up to three (3) days unpaid in the event of the death of any other relative. Eligible employees may use accrued PTO for any unpaid bereavement days.

17.2 Disability Leave: The Employer shall comply with all state and federal rules and regulations regarding disability leave.

17.3 Non-Work-Related Disability Leave: Employees who have been continuously employed for at least five (5) years and who are disabled due to injuries, illness, or pregnancy, are eligible for an unpaid disability leave of up to six (6) months. While on leave employees will not lose or accrue seniority. PTO does not need to be exhausted before such unpaid leave is taken. An employee on disability leave will be returned to their same job classification and shift upon their return.

17.4 Jury Duty: Employees must immediately advise their supervisor of receipt of a jury summons. Employees will receive unpaid days of leave for the jury duty period. Eligible employees may use accrued paid PTO leave. Employees must contact their supervisor and report for their regular duties when temporarily excused from attendance in court.

17.5 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.

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

17.7 Union Leave: An unpaid 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. Union leave must be requested at least thirty (30) days in advance and PTO need not be taken. While on leave employees will not lose or accrue seniority. An employee on Union leave will be returned to their same job classification and shift upon their return.

17.8 Personal Leave: Should a situation arise that temporarily prevents an employee from working, he/she may be eligible for a Personal Leave of Absence without pay for up to forty-five (45) calendar days. Unpaid personal leaves of absence will be considered only after all paid time off has been exhausted. Personal leave must be requested at least sixty (60) days in advance. Employees must be continuously employed for at least six months prior to the requested leave.

Personal leave must be requested at least sixty (60) days in advance. Personal leave may be granted with less than sixty (60) days notice upon approval by facility Administrator. An employee on personal leave will be returned to their same job classification but not necessarily the same shift upon their return. While on personal leave employees will not lose or accrue seniority. The decision to approve or deny a personal leave of absence will be based on the circumstances, length of time requested, employee's job performance, attendance and punctuality record, reason for the leave, the effect the employee's absence will have on the work in the department and the expectation that the employee will return to work when the leave expires.

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

ARTICLE 18 - HEALTH AND DENTAL INSURANCE

18.1 Eligibility: A full time employee is eligible for employee coverage from the first month after he or she has completed the ninety (90) -day continuous employment waiting period as an active benefit eligible employee and maintains an average of thirty (30) actual hours worked per week. The thirty (30) actual hour average is achieved by maintaining one hundred and thirty (130) hours/month average based on a rolling three (3) month cycle. The employee must comply with all of the eligibility provisions found in the Medical & Dental Summary Plan Document.

18.2 Employer Contributions: The Employer agrees to continue to cover all health insurance premium costs at the percentages listed below for the duration of the contract:

Plan	Employer percentage	Employee percentage
Employee Only	81%	19%
Employee and Spouse/DP	43%	57%
Employee and Child(ren)	47%	53%
Employee and Family	37%	63%

18.3 Employee Contribution: Employees shall pay for one hundred percent (100%) of the dental insurance premium. Effective January 1, 2018 Employees who are eligible and choose to participate in the health care plan shall pay the following amounts:

MEDICAL PLAN 1	PER MONTH EMPLOYEE PREMIUM SHARE
Employee only	\$90.76
Employee + spouse/DP	\$534.71
Employee + child(ren)	\$419.09
Employee + family	\$796.65

18.4 Employee Benefits Committee: One (1) employee from each Union facility will be invited to participate in a discussion of benefit changes and options at the time when the employer is re-negotiating the terms of health insurance with brokers, insurance companies, and other entities.

18.5 Joint Legislative Work: Parties agree to work jointly to resolve affordability concerns through Oregon-based legislative solutions, such as directly passing health insurance cost increases to the Medicaid program. To the extent parties establish a cost-reimbursed minimum benefit level of health insurance and/or direct pass-through of actual Employer costs that enables all Employers to provide 100% employer-paid health insurance, parties will reopen this Agreement and bargain as expected per the legislative results.

18.6 Payroll Deductions: Employees shall authorize payroll deductions to pay for their portion of the coverage.

18.7 Health Care Joint Committee: The Employer and the Union shall establish a joint committee for the purposes of maintaining quality, affordable health care for bargaining unit employees. The committee shall have five (5) bargaining unit employees selected by the Union and five (5) Employer representatives. Meetings shall take place quarterly, or as mutually agreed, and the bargaining unit employees shall be paid her/ his base hourly wage for all hours worked during committee meetings.

18.8 Employee Contributions: The Employer agrees to maintain current employee premium contribution amounts for all plans and coverage levels without change for the remainder of the current health plan year.

18.9 Employee Eligibility, Change of Hours: The Employer shall not change hours for employees for the sole purpose of limiting eligibility to health benefits coverage.

18.10 Grand-Parenting of Spousal Coverage: The Employer agrees to use best efforts to add the below language to all Collective Bargaining Agreements unless legal concerns are presented in writing that would preclude the Employer from doing so. It is the intent of the Parties to Grand-Parent Spousal Coverage if found to be legal.

“Spousal Medical Coverage. Employees, who did not elect to take the employee plus spouse coverage on or before open enrollment 2014, shall not be eligible for such coverage by

the Employer. Employees, who elected to take spousal coverage on or before open enrollment in 2014, will have the option to continue that coverage. An employee currently receiving spousal coverage who drops such coverage at 2014 open enrollment will no longer be eligible for spousal coverage in the future.”

“It is expressly anticipated that otherwise eligible individuals will be eligible to enroll in Medicaid and CHIP, and that spouses who otherwise meet the requisite income tests will be eligible to receive individual subsidies under the Affordable Care Act. If, as the result of the requirements of this Article, such individuals are made ineligible for such program or credits, the Union shall have the ability to modify the Employer’s obligation to provide health coverage at the next available open enrollment opportunity in a manner that will restore such eligibility for all eligible spouses, provided the modification does not result in an increase in the cost to the Employer.”

ARTICLE 19 - 401(k) RETIREMENT SAVINGS

19.1 The Employer shall provide a 401(k) Retirement Employee Savings Plan for the term of this Agreement. The Employer will match fifty percent (50%) of the employee’s elected contribution up to three percent (3%) of annual compensation. A summary of the plan and enrollment details is provided as Appendix D of this Agreement.

ARTICLE 20 - OTHER BENEFITS AND CONDITIONS

20.1 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, retain current employees, motivate employees to work as needed, encourage safe working practices, or for any other business reason, as long as the incentive program(s) was not specifically bargained for in this CBA. All incentives should be offered to members of the bargaining unit before they are offered to agency or pool employees. Any such incentive shall be offered at the sole discretion of the Employer.

20.2 Employee Referral Bonus: The Employer and the Union agree that the most abundant source of qualified applicants comes from current employees. Therefore, employees who recruit applicants that are hired by the Employer will be eligible for the following bonuses and drawings. The referral bonus outlined in Article 20.2 is a minimum guideline. Individual facilities are encouraged to expand their referral bonus program as appropriate. Each facility shall have their Employee Referral Bonus guidelines posted in the break room at all times.

20.2.1 The employee will receive a twenty-five dollar (\$25.00) (before tax) bonus upon hire of the new employee.

20.2.2 The employee will receive an additional one-hundred dollars (\$100.00) (before tax) bonus at the new employee’s three (3) month employment anniversary.

20.2.3 The employee’s name will be submitted in a monthly drawing held by the Employer. If the employee’s name is drawn, he/she will receive fifty dollars (\$50.00)

(before tax). The employee will participate in the drawing at the All Staff Meeting following the new employee's date of hire.

20.3 Continuing Education: The Employer will pay for continuing education pertaining to maintenance or advancement within bargaining unit classifications. Requests for continuing education reimbursement must be made in advance. The Employer and employee will mutually agree to payment protocol (e.g., reimburse with receipt, paying in advance, Employer directed billing).

20.3.1 The Employer shall make annual contributions to the Oregon Health Care Foundation's Scholarship Award Program, or individual facilities may choose to utilize that money toward the Sarah Delamarter Nursing Education Scholarship Program. The details of scholarship programs shall be posted in facility break rooms.

20.4 Meal Program: Dietary employees receive one free meal per day during shifts of duty. Employees may purchase meals for two dollars (\$2.00) per meal paid through a payroll deduction program. The cost of meals purchased will be deducted from net wages on the pay check following purchase. Employees will receive free meals served during extra shifts worked. All Employees will receive free meals served during extra shifts worked, regardless of shift. Additionally, all employees shall receive a free meal when working a Holiday shift.

20.5 Holiday Party: The Employer shall work with Employees through the Labor-Management Committee or other mutually agreed upon processes in order to receive Employee input for Holiday party planning.

ARTICLE 21 - DISCIPLINE AND DISCHARGE

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

21.2 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 except that this shall not include Union representatives or other employees or persons that the employee has requested to be present. The Employer shall inform employees of their right to the presence of a Union Steward in all disciplinary and investigatory meetings, and will provide a form for the employee to sign if this right is waived by the employee (Appendix E). All discipline will be conveyed to affected employees in person and with a Union Steward, unless the employee waives this right. Employees may elect to have a witness present at any meeting with the Employer, so long as the witness is readily available, and the presence of the witness does not interfere with the operational needs of the Employer. The supervisor may also elect to have a witness present during the conversation.

21.2.1 The Employer shall notify employee of reason for investigation in every possible case, to the extent possible. For example, an employee shall be notified of the broad topic of the investigation, such as abuse, neglect, theft, etc.

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

21.4 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.

ARTICLE 22 - PERSONNEL RECORDS

22.1 An employee shall be permitted to examine and copy all materials in her/his personnel file within seventy-two (72) hours of making such a request.

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

22.3 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 or discriminatory harassment, medication errors, or other behavior that violates state or federal law.

22.4 The Employer and the Union agree to hold Employee information related to discipline and other personnel matters confidential.

ARTICLE 23 - GRIEVANCE AND ARBITRATION PROCEDURE

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

23.2 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.

23.3 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 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 2 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 Supervisor, HR Consultant, Labor Attorney, etc).

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 Designees’ 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 of an arbitration. The requesting party shall request a panel from FMCS or other mediation group as 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 Federal Mediation and Conciliation Service (hereinafter called 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 following arbitration process given unique circumstances of individual cases. Prior to the arbitration hearing date, the Employer and Union will develop a stipulation of facts and use affidavits and other time saving methods whenever possible. The 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 24 - LABOR-MANAGEMENT COMMITTEE

24.1 Purpose: The Employer and the Union shall establish a Labor-Management Committee. The purpose of the Committee shall be to consider matters affecting the relations between the two parties, and to recommend measures to improve client care in specific and the industry in

general; provided, however, the Committee shall not engage in negotiations, nor shall the Committee consider matters that are currently the subject of a grievance.

24.2 Scheduling of Meetings: Such meetings will occur quarterly or more frequently if the parties mutually agree to meet more frequently.

24.3 Submitting of Topics: Either party may submit items for discussion. Such items shall be submitted at least seven (7) calendar days prior to the meeting, unless there is mutual agreement to discuss other items.

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

- (a) Resident care
- (b) Training needs
- (c) Staffing levels
- (d) Staff morale
- (e) Facility policies
- (f) Political issues relating to nursing homes
- (g) Holiday party planning
- (h) Retirement planning education

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

24.6 Committee: The Employer and the Union shall each designate their own committee members, and the committee membership may vary from month to month based on the agenda items or for other reasons. The committee will consist of no more than four (4) bargaining unit members and four (4) management representatives. The bargaining unit members shall be on paid time. Upon mutual agreement, more employees and/or management representatives may participate in the meetings, but no more than four (4) bargaining unit members shall be on paid time.

24.7 Conduct: Both Parties shall conduct themselves in a professional manner. Such meetings will be limited to a two-(2) hour duration.

24.8 Nominations: Each year the Labor-Management Committee will nominate at least two (2) employees for the Oregon Health Care Foundation scholarship program awards.

24.9 The Fun Committee: The Employer shall designate an amount no less than two-hundred and fifty dollars (\$250) per quarter to be spent by this Committee. Funds shall carry over from month to month and year to year. Decisions on the use of these funds shall be determined by a joint Committee, such as the Labor-Management Committee, made up of three (3) representatives chosen by the Employer and three (3) representatives chosen by the Union. Any employees serving on this Committee will be paid her/his regular hourly wage for all

approved hours on this Committee. The Committee shall work in a consensus-based decision model. The goal of this Committee will be to work collaboratively to maintain high employee morale, incentivize safety and to recognize the commitment of all staff to quality resident care. All Fun Committee funds are to be accounted for separately from any other money that the Employer may choose to spend on these goals. Fun Committee money may not be spent by the Employer without approval of the Fun Committee.

ARTICLE 25 - MUTUAL RESPECT AND DIGNITY

25.1 All Employees are entitled to be treated with respect and dignity at all times.

ARTICLE 26 - SAFETY AND TRAINING

26.1 The Employer and employees shall carry out their 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. Employee shall abide by all of the Employer's safety policies and procedures.

26.2 The Employer shall provide hepatitis B vaccines, flu vaccines, screening and subsequent treatment of lice and scabies during a diagnosed resident episode, TB tests, and chest X-rays (if an employee's TB test is positive) available to employees at no cost to the employee.

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

26.4 In most cases, a probationary employee will not be given training duties of new employees. The Employer will endeavor to utilize employees with at least one (1) year of seniority and experience as trainers of new employees. Probationary employees will receive proper training before receiving a full assignment.

26.5 All nursing Employees shall be trained on all units of the facility during their initial training period.

26.6 CPR trainings shall be offered at least two (2) times per year at each facility and on an as-needed basis beyond that.

26.7 Continuing education opportunities for CMAs shall be offered on a regular basis at each facility.

26.8 The Employer agrees to make an effort to include multiple shifts and departments when scheduling trainings, in-services, and all-staff meetings. For example, they may offer an all staff during the 6am shift change and at 4pm so as to include NOC workers, dietary staff, etc.

26.9 In the interest of increasing staff retention, each facility agrees to make an effort to implement a mentorship program for new employees.

26.10 Employees shall receive annual staff evaluations from their direct supervisor and appropriate management staff. These evaluations shall not be tied to any monetary incentives.

26.11 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.

26.12 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 27 - SEPARABILITY

27.1 In the event that any provision of this Agreement shall at any time be declared invalid by a court of competent jurisdiction or through government regulations or decrees, such decisions, regulations or decrees shall not invalidate the entire Agreement, it being the express intention of the parties that all other provisions not declared invalid shall remain in full force and effect.

ARTICLE 28 - SUCCESSIONSHIP

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.

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.

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 29 - COLLECTIVE BARGAINING AGREEMENT TRAINING

The Employer and Union agree to facilitate a joint Collective Bargaining Agreement training, at each represented facility, within thirty (30) days of the ratification date of this Agreement. Additionally, this training will be held within thirty (30) days of a new Administrator being established at any represented facility.

This training shall include participants from Prestige Corporate, on-site facility management (Administrator, DNS, and Department Managers), SEIU, and the Bargaining Team and elected Stewards. This training shall last no more than two (2) hours in duration. Bargaining Team and/or elected Stewards will be paid his/her regular rate of pay for this training.

The purpose of this training shall be to:

- 1) Review the Article within the Collective Bargaining Agreement, relevant to wages, benefits, working conditions and policies.
- 2) Review shared goals and the next steps that both parties can participate in as it relates to quality care, census improvements, and Nursing Home funding.

ARTICLE 30 - STAFFING

30.1 Labor Management Committees: The Employer and Union agree to continue to discuss staffing in facility-based Labor Management Committees. The Employer may be asked to report what they are doing to improve staffing issues on a monthly basis. The Employer and Union will discuss all efforts to improve staffing in each Labor Management Committee meeting: topics to include light duty, CMA scheduling, Enhanced Care Units and patient acuity.

30.2 Light Duty: The Employer agrees to meet at least monthly regarding issues of light duty. They shall report the relevant results of such meetings at quarterly LMCs as discussed in Article 31.

30.3 ECU/MHU/Locked Units: The Employer is committed to the principle of equitable distribution of workload and will make every effort to remedy justifiable complaints of unfair distributions of workload. Violations of this section shall not be subject to the Grievance and Arbitration provisions of this Agreement. If concerns around equitable distribution of workload are not adequately addressed at the facility level, Employees retain the right to escalate concerns to the corporate level, which may or may not include the State Labor Management Committee as detailed in Article 31.

ARTICLE 31 – STATEWIDE LABOR MANAGEMENT COMMITTEE

31.1 Statewide Labor Management Committee: The Employer and the Union agree to establish a statewide Labor Management Committee where the parties shall meet and discuss issues of concern and importance to each that are affecting multiple facilities. Meetings shall occur every quarter in person when possible for local centers and tele-conference for remote locations. Meetings will be held at a mutually agreeable location/time. Meetings will be held up to a maximum of two (2) hours, and either party may submit items for discussion. The Employer and the Union shall each designate their own committee members. Bargaining Unit LMC membership shall be one (1) LMC member for every facility covered by this agreement. Topics for discussion may include, but are not limited to:

- Staffing, including locked units, light duty, ratios, and acuity
- Resident care
- Training needs
- Political issues related to Skilled Nursing Facilities

Bargaining Unit Employees will be paid for such time. This LMC will not have any authority to bargain, or reach agreement over any terms or conditions of employment. This LMC will not have any authority to change any terms of this Agreement. The first Statewide LMC shall be scheduled no later than ninety (90) days after the ratification of this Agreement.

ARTICLE 32 – SOLE AGREEMENT, MATTERS COVERED, AMENDMENT, STANDARDS PRESERVED, PREMIUM CONDITIONS

32.1 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.

32.2 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.

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

32.4 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).

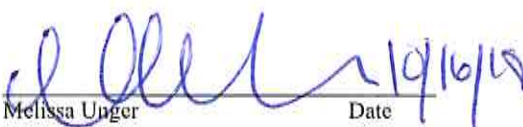
32.5 Premium Conditions: It is understood that the provisions of this Agreement relating to wages, hours and conditions of work are intended to establish minimum terms for the employment of employees subject to this Agreement. The Employer is free to establish terms above the minimums contained in the 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 33 - 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 Agreement to be executed effective the 1st day of October, 2017.

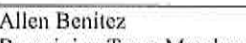
For SEIU Local 503, OPEU:

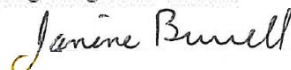

Melissa Unger
Executive Director

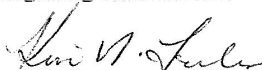
Date

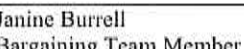

Amy Truax
Chief Spokesperson, SEIU Local 503

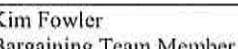

Andrew Steinmeyer
Bargaining Team Member

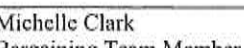

Allen Benitez
Bargaining Team Member

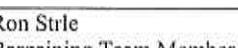

Janine Burrell
Bargaining Team Member

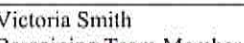

Kim Fowler
Bargaining Team Member


Michelle Clark
Bargaining Team Member

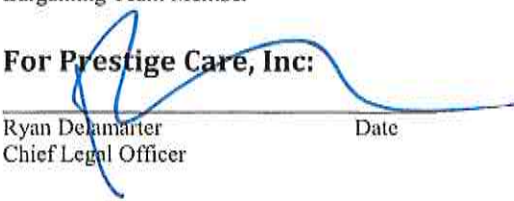

Ron Strle
Bargaining Team Member


Shauna Henley
Bargaining Team Member


Veanessa Lindstedt
Bargaining Team Member


Victoria Smith
Bargaining Team Member

For Prestige Care, Inc:


Ryan Delamarter
Chief Legal Officer

Date

APPENDIX A: CENTRAL TABLE AGREEMENT

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 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-twocents (\$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 with 61st percentile” (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), 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

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APPENDIX B: WAGE SCALE

Region 1

Effective 10/1/2017 -Glisan, Forest Grove, Menlo Park, Milwaukie, Molalla Manor, Oregon City, Park Forest, Porthaven, Reedwood

	Activities	Central Supply	CMA	CNA	Cook	Dining Services Aide	Housekeeping	Laundry	Maintenance	MHU Aide	NA	Restorative Aide
0 Years	\$12.24	\$14.42	\$15.74	\$13.95	\$12.98	\$11.92	\$11.92	\$11.91	\$13.11	\$15.94	\$13.65	\$14.59
1 Years	\$12.59	\$14.77	\$16.09	\$14.30	\$13.33	\$12.27	\$12.27	\$12.26	\$13.46	\$16.29	\$13.65	\$14.94
2 Years	\$12.94	\$15.12	\$16.44	\$14.65	\$13.68	\$12.62	\$12.62	\$12.61	\$13.81	\$16.64	\$13.65	\$15.29
3 Years	\$13.29	\$15.47	\$16.79	\$15.00	\$14.03	\$12.97	\$12.97	\$12.96	\$14.16	\$16.99	\$13.65	\$15.64
4 Years	\$13.64	\$15.82	\$17.14	\$15.35	\$14.38	\$13.32	\$13.32	\$13.31	\$14.51	\$17.34	\$13.65	\$15.99
5 Years	\$13.99	\$16.17	\$17.49	\$15.70	\$14.73	\$13.67	\$13.67	\$13.66	\$14.86	\$17.69	\$13.65	\$16.34
6	\$14.34	\$16.52	\$17.84	\$16.05	\$15.08	\$14.02	\$14.02	\$14.01	\$15.21	\$18.04	\$13.65	\$16.69

Years												
7 Years	\$14.69	\$16.87	\$18.19	\$16.40	\$15.43	\$14.37	\$14.37	\$14.36	\$15.56	\$18.39	\$13.65	\$17.04
8 Years	\$15.04	\$17.22	\$18.54	\$16.75	\$15.78	\$14.72	\$14.72	\$14.71	\$15.91	\$18.74	\$13.65	\$17.39
9 Years	\$15.39	\$17.57	\$18.89	\$17.10	\$16.13	\$15.07	\$15.07	\$15.06	\$16.26	\$19.09	\$13.65	\$17.74
10 Years	\$15.74	\$17.92	\$19.24	\$17.45	\$16.48	\$15.42	\$15.42	\$15.41	\$16.61	\$19.44	\$13.65	\$18.09

Region 1

Effective 7/1/2018 -Glisan, Forest Grove, Menlo Park, Milwaukie, Molalla Manor, Oregon City, Park Forest, Porthaven, Reedwood

	Activities	Central Supply	CMA	CNA	Cook	Dining Services Aide	Housekeeping	Laundry	Maintenance	MHU Aide	NA	Restorative Aide
0 Years	\$12.24	\$14.42	\$15.74	\$13.95	\$12.98	\$12.24	\$12.24	\$12.24	\$13.11	\$15.94	\$13.65	\$14.59
1 Years	\$12.59	\$14.77	\$16.09	\$14.30	\$13.33	\$12.59	\$12.59	\$12.59	\$13.46	\$16.29	\$13.65	\$14.94
2 Years	\$12.94	\$15.12	\$16.44	\$14.65	\$13.68	\$12.94	\$12.94	\$12.94	\$13.81	\$16.64	\$13.65	\$15.29
3 Years	\$13.29	\$15.47	\$16.79	\$15.00	\$14.03	\$13.29	\$13.29	\$13.29	\$14.16	\$16.99	\$13.65	\$15.64
4 Years	\$13.64	\$15.82	\$17.14	\$15.35	\$14.38	\$13.64	\$13.64	\$13.64	\$14.51	\$17.34	\$13.65	\$15.99
5 Years	\$13.99	\$16.17	\$17.49	\$15.70	\$14.73	\$13.99	\$13.99	\$13.99	\$14.86	\$17.69	\$13.65	\$16.34
6 Years	\$14.34	\$16.52	\$17.84	\$16.05	\$15.08	\$14.34	\$14.34	\$14.34	\$15.21	\$18.04	\$13.65	\$16.69
7 Years	\$14.69	\$16.87	\$18.19	\$16.40	\$15.43	\$14.69	\$14.69	\$14.69	\$15.56	\$18.39	\$13.65	\$17.04
8 Years	\$15.04	\$17.22	\$18.54	\$16.75	\$15.78	\$15.04	\$15.04	\$15.04	\$15.91	\$18.74	\$13.65	\$17.39
9 Years	\$15.39	\$17.57	\$18.89	\$17.10	\$16.13	\$15.39	\$15.39	\$15.39	\$16.26	\$19.09	\$13.65	\$17.74
10 Years	\$15.74	\$17.92	\$19.24	\$17.45	\$16.48	\$15.74	\$15.74	\$15.74	\$16.61	\$19.44	\$13.65	\$18.09

Region 2

Effective 10/1/2017 Coast Fork, Creswell, Hood River, Linda Vista, Willowbrook, Timberview, Chehalem

	Activities	Central Supply	CMA	CNA	Cook	Dining Services Aide	Housekeeping	Laundry	Maintenance	MHU Aide
0 Years	\$12.24	\$14.42	\$15.74	\$13.95	\$12.98	\$11.92	\$11.92	\$11.91	\$13.11	\$15.94
1 Years	\$12.59	\$14.77	\$16.09	\$14.30	\$13.33	\$12.27	\$12.27	\$12.26	\$13.46	\$16.29
2 Years	\$12.94	\$15.12	\$16.44	\$14.65	\$13.68	\$12.62	\$12.62	\$12.61	\$13.81	\$16.64
3 Years	\$13.29	\$15.47	\$16.79	\$15.00	\$14.03	\$12.97	\$12.97	\$12.96	\$14.16	\$16.99
4 Years	\$13.64	\$15.82	\$17.14	\$15.35	\$14.38	\$13.32	\$13.32	\$13.31	\$14.51	\$17.34
5 Years	\$13.99	\$16.17	\$17.49	\$15.70	\$14.73	\$13.67	\$13.67	\$13.66	\$14.86	\$17.69
6 Years	\$14.34	\$16.52	\$17.84	\$16.05	\$15.08	\$14.02	\$14.02	\$14.01	\$15.21	\$18.04
7 Years	\$14.69	\$16.87	\$18.19	\$16.40	\$15.43	\$14.37	\$14.37	\$14.36	\$15.56	\$18.39
8 Years	\$15.04	\$17.22	\$18.54	\$16.75	\$15.78	\$14.72	\$14.72	\$14.71	\$15.91	\$18.74
9 Years	\$15.39	\$17.57	\$18.89	\$17.10	\$16.13	\$15.07	\$15.07	\$15.06	\$16.26	\$19.09
10 Years	\$15.74	\$17.92	\$19.24	\$17.45	\$16.48	\$15.42	\$15.42	\$15.41	\$16.61	\$19.44

McMinnville

Effective 10/1/2017 McMinnville

	Activities	Central Supply	CMA	CNA	Cook	Dining Services Aide	Housekeeping	Laundry	Maintenance	MHU Aide	NA	Restorative Aide
0	\$12.24	\$14.42	\$15.96	\$14.21	\$13.71	\$11.96	\$11.92	\$11.92	\$13.11	\$16.29	\$13.71	\$14.94
1	\$12.59	\$14.77	\$16.31	\$14.56	\$14.06	\$12.31	\$12.27	\$12.27	\$13.46	\$16.64	\$13.71	\$15.29
2	\$12.94	\$15.12	\$16.66	\$14.91	\$14.41	\$12.66	\$12.62	\$12.62	\$13.81	\$16.99	\$13.71	\$15.64
3	\$13.29	\$15.47	\$17.01	\$15.26	\$14.76	\$13.01	\$12.97	\$12.97	\$14.16	\$17.34	\$13.71	\$15.99
4	\$13.64	\$15.82	\$17.36	\$15.61	\$15.11	\$13.36	\$13.32	\$13.32	\$14.51	\$17.69	\$13.71	\$16.34
5	\$13.99	\$16.17	\$17.71	\$15.96	\$15.46	\$13.71	\$13.67	\$13.67	\$14.86	\$18.04	\$13.71	\$16.69
6	\$14.34	\$16.52	\$18.06	\$16.31	\$15.81	\$14.06	\$14.02	\$14.02	\$15.21	\$18.39	\$13.71	\$17.04
7	\$14.69	\$16.87	\$18.41	\$16.66	\$16.16	\$14.41	\$14.37	\$14.37	\$15.56	\$18.74	\$13.71	\$17.39
8	\$15.04	\$17.22	\$18.76	\$17.01	\$16.51	\$14.76	\$14.72	\$14.72	\$15.91	\$19.09	\$13.71	\$17.74
9	\$15.39	\$17.57	\$19.11	\$17.36	\$16.86	\$15.11	\$15.07	\$15.07	\$16.26	\$19.44	\$13.71	\$18.09
10	\$15.74	\$17.92	\$19.46	\$17.71	\$17.21	\$15.46	\$15.42	\$15.42	\$16.61	\$19.79	\$13.71	\$18.44

Region 3

Effective 10/1/2017 Willowbrook

	Activities	Central Supply	CMA	CNA	Cook	Dining Services Aide	Housekeeping	Laundry	Maintenance	Unit Aide
0 Years	\$12.24	\$14.42	\$15.74	\$13.95	\$12.98	\$11.92	\$11.92	\$11.91	\$13.11	\$
1 Years	\$12.59	\$14.77	\$16.09	\$14.30	\$13.33	\$12.27	\$12.27	\$12.26	\$13.46	\$
2 Years	\$12.94	\$15.12	\$16.44	\$14.65	\$13.68	\$12.62	\$12.62	\$12.61	\$13.81	\$
3 Years	\$13.29	\$15.47	\$16.79	\$15.00	\$14.03	\$12.97	\$12.97	\$12.96	\$14.16	\$
4 Years	\$13.64	\$15.82	\$17.14	\$15.35	\$14.38	\$13.32	\$13.32	\$13.31	\$14.51	\$
5 Years	\$13.99	\$16.17	\$17.49	\$15.70	\$14.73	\$13.67	\$13.67	\$13.66	\$14.86	\$
6 Years	\$14.34	\$16.52	\$17.84	\$16.05	\$15.08	\$14.02	\$14.02	\$14.01	\$15.21	\$
7 Years	\$14.69	\$16.87	\$18.19	\$16.40	\$15.43	\$14.37	\$14.37	\$14.36	\$15.56	\$
8 Years	\$15.04	\$17.22	\$18.54	\$16.75	\$15.78	\$14.72	\$14.72	\$14.71	\$15.91	\$
9 Years	\$15.39	\$17.57	\$18.89	\$17.10	\$16.13	\$15.07	\$15.07	\$15.06	\$16.26	\$
10 Years	\$15.74	\$17.92	\$19.24	\$17.45	\$16.48	\$15.42	\$15.42	\$15.41	\$16.61	\$

APPENDIX C: SIDE LETTERS

Letter of Agreement Regarding Certified Med Aide Positions

**Between SEIU Local 503, OPEU
and
Prestige Care Inc.**

The Employer agrees to maintain the Bargaining Unit Classification of Certified Medication Assistant Aides(s) (C.M.A.) in all SEIU represented Prestige Facilities. The assignment of medication passing duties shall be made on a facility-by-facility basis at the Employer's sole discretion. If Employer makes changes to the medication passing duties, the Employer will notify the Union sixty (60) days prior to implementing any such changes. Within thirty (30) days of any such notification, the Employer and the Union agree to hold a Labor-Management Meeting to discuss any changes contemplated by this MOU. If an Employee loses his/her CMA certification as a direct result of the Employer's decision, Employer agrees to reimburse the affected Employee up to \$500 for the cost of the class.

Letter of Agreement Regarding Shift Differentials

Between SEIU Local 503 (herein “Union”)

and

CARE CENTER (COAST FORK), INC., CARE CENTER (GLISAN), INC., CARE CENTER (HOOD RIVER), INC., CARE CENTER (LINDA VISTA), INC., CARE CENTER (MOLALLA MANOR), INC., CARE CENTER (OREGON CITY), INC., CARE CENTER (PORTHAVEN), INC., CARE CENTER (WILLOWBROOK TERRACE), INC., CARE CENTER (MENLO PARK), INC. CARE CENTER (REEDWOOD), INC, CARE CENTER (FOREST GROVE), INC, CARE CENTER (PARK FOREST), INC, CARE CENTER (TIMBERVIEW), INC, CARE CENTER (CRESWELL), INC, CARE CENTER (CHEHALEM), INC, CARE CENTER (MCMINNVILLE), INC, CARE CENTER (MILWAUKIE), INC which all parties agree are separate employers within a single bargaining unit, as provided for under federal labor law regarding multi-employer bargaining for the classification identified in each employer’s respective Collective Bargaining Agreements.

The purpose of this Agreement is to modify the Collective Bargaining Agreements, Article 13- Wages, Section 3- Shift Differentials to specify the minimum separate shift differential rates listed in the grid below. The Employee reserves the right to increase or decrease these amounts at anytime so long as they do not decrease below the minimum amounts per facility per shift listed below.

The Employer will provide a minimum of thirty (30) days notice to employees of any shift differential decreases.

Facility	Evening	Night
Coast Fork	Thirty-Five Cents Per Hour (\$0.35/ hr)	Fifty Cents Per Hour (\$0.50/ hr)
Glisan	N/A	One Dollar and Fifty Cents Per Hour (\$1.50/ hr.)
Hood River	Twenty-Five Cents Per Hour (\$0.25/ hr)	Fifty Cents Per Hour (\$0.50/ hr)
Linda Vista	Twenty-Five Cents Per Hour (\$0.25/ hr)	Fifty Cents Per Hour (\$0.50/ hr)
Molalla	Twenty-Five Cents Per Hour (\$0.25/ hr)	Fifty Cents Per Hour (\$0.50/ hr)
Oregon City	Twenty-Five Cents Per Hour (\$0.25/ hr)	Fifty Cents Per Hour (\$0.50/ hr)
Porthaven	N/A	Fifty Cents Per Hour (\$0.50/ hr)
Menlo Park	N/A	Fifty Cents Per Hour (\$0.50/ hr)
Willowbrook	Thirty-Five Cents Per Hour (\$0.35/ hr)	Fifty Cents Per Hour (\$0.50/ hr)
Reedwood	N/A	One Dollar and Twenty-Five Cents per Hour (\$1.25/hr)
Forest Grove	Twenty-Five Cents Per Hour (\$0.25/hr)	Fifty Cents Per Hour (\$0.50)/hr)
Forest Grove	MHU: One Dollar Per Hour (\$1.00)	MHU: One Dollar Per Hour (\$1.00)
Park Forest	Twenty-Five Cents Per Hour (\$0.25/hr)	Fifty Cents Per Hour (\$0.50/hr)
Timberview	Twenty-Five Cents Per Hour (\$0.25/hr)	Fifty Cents Per Hour (\$0.50/hr)
Creswell	Thirty-Five Cents Per Hour (\$0.35/hr)	One Dollar Per Hour (\$1.00/hr)
Chehalem	Twenty-Five Cents Per Hour (\$0.25/hr)	Fifty Cents Per Hour (\$0.50/hr)

Chehalem	Weekend Differential-applies to all BUEs and all shifts (Day, Eve, NOC): One Dollar Per Hour (\$1.00/hr)	
McMinnville	Twenty-Five Cents Per Hour (\$0.25/hr)	Fifty Cents Per Hour (\$0.50/hr)
McMinnville	Weekend Differential- applies to all BUEs and all shifts (Day, Eve, NOC): One Dollar Per Hour (\$1.00/hr)	
Milwaukie	N/A	Fifty Cents Per Hour (\$0.50/hr)

Letter of Agreement Regarding Coast Fork Fun Committee

Between
SEIU Local 503, OPEU (herein “Union”)
and
CARE CENTER (COAST FORK), INC.,
On behalf of each company or as agent for certain entities pursuant to a Limited Agency Agreement (herein collectively the “Employer”).

The purpose of this Agreement is to maintain the existing funding for the Coast Fork Fun Committee.

The Fun Committee: The Employer shall designate an amount no less than two-hundred and fifty dollars (\$250) per month to be spent by this Committee. Funds shall carry over from month to month and year to year. Decisions on the use of these funds shall be determined by a joint Committee, such as the Labor Management Committee, made up of three (3) representatives chosen by the Employer and three (3) representatives chosen by the Union. Employees serving on this Committee will be paid her/ his regular hourly wage for all approved hours on this Committee. The Committee shall work in a consensus based decision model. The goal of this Committee will be to work collaboratively to maintain high employee moral, incentivize safety and to recognize the commitment of all staff to quality resident care.

Letter of Agreement Regarding Staffing and Communication
Between SEIU Local 503, OPEU
and
Prestige Care, Inc.

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 at joint Labor Management Committees. Such initiatives shall include but not be limited to overlap time between each outgoing and incoming shift.

The Labor Management Committee shall ensure that a mutually agreed upon tool shall be developed as soon as practicable.

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 employees working in another State.

2. To effectively explore the feasibility of the parties’ objectives, each Employer shall provide to Union the following information by February 28, 2018:

- Third Party Administrator and Stop Loss Summary
- Core vs. voluntary benefits
- All medical, dental, and vision enrollment numbers
- All medical, prescription, dental, and vision rates
- Medical plan benefit summary
- Dental plan benefit summary
- Vision plan benefit summary
- Basic Life plan cost summary
- Short Term Disability plan cost summary
- Long Term Disability plan cost summary
- 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 D: Attendance and Punctuality Policy

Regular and punctual attendance is an essential job requirement of all positions. Excessive absenteeism and/or tardiness of some employees can increase the workload for others, as well as impact care for our residents. Therefore, we have developed a strict attendance policy to minimize absenteeism and promote quality resident care. This policy defines excessive absenteeism, excused and unexcused absences, tardiness, and notification responsibilities. This policy recognizes that there are types of absences, such as approved leaves (i.e. FMLA, Oregon Sick Leave) that are not used for evaluation of excessive absenteeism.

Policy Definitions

Excessive Absenteeism:

- A total of seven (7) or more non-consecutive unexcused absences in a rolling twelve (12) month period.

Unexcused Absences:

- Non-emergency absences deemed unnecessary by Prestige
- Failure to obtain supervisors' approval to leave shift early.
- Taking a day off when permission was denied
- Failure to provide the minimum notice period of an absence may result in an unexcused absence.
- No call/no show may result in termination

Excused Absences:

- An absence will be considered excused when an employee is using sick or family medical leave in accordance with FMLA, the Oregon Sick Leave Law, and other types of approved leaves.
- An absence will be considered excused when an employee has a note from a medical practitioner stating that they are unable to work.
- Any absence deemed to be an emergency situation by Prestige

Excessive Tardiness:

- A total of eight (8) or more late arrivals in a rolling twelve (12) month period.
- Employees using payroll time keeping system are given a seven (7) minute grace period and are considered late at eight (8) minutes or more beyond the scheduled work time without giving prior notification of the delay to the immediate supervisor.

Notification Responsibilities:

- All employees are to personally contact their immediate supervisor or supervisor's designee to notify of any impending absence as soon as possible, but no later than two (2) hours prior to the start of the scheduled shift.
- A doctor's note may be requested by the Employer after three (3) or more consecutive days of absence or when the supervisor reasonably believes sick leave abuse exists.
- In the event of continued absences of more than one (1) day, the employee is required to contact the appropriate supervisor to discuss the situation and the expected date of return.
- You are expected to discuss with your supervisor any problems you may have in reporting to work on time. You may be able to avoid being regarded as tardy by discussing such problems in advance.

- The Employer will evaluate all extenuating circumstances.

Corrective Action Process

Coaching

- Tardiness – three (3) or more unexcused late arrivals
- Absences – three (3) or more unexcused absences

Verbal Written

- Tardiness – five (5) or more unexcused late arrivals
- Absences – four (4) or more unexcused absences

Written

- Tardiness – six (6) or more unexcused late arrivals
- Absences – five (5) or more unexcused absences

Final Written

- Tardiness – seven (7) or more unexcused late arrivals
- Absences – six (6) or more unexcused absences

Termination

- Tardiness - eight (8) or more unexcused late arrivals will result in termination
- Absences – seven (7) or more unexcused absences will result in termination

For every sixty (60) days of perfect attendance (works scheduled shifts, no tardies, no early leaves) the oldest unexcused tardy will be removed from the tracking record. For the purposes of this paragraph, perfect attendance will take into account the previously stated exceptions.

APPENDIX E: FORMS

Waiver of Right to Representation

I have been informed of my right to Union representation by a Steward in this meeting and I choose to hold the meeting without a Steward present. My signature on this form does not waive my rights for any future meetings.

(Employee) Printed Name

Signature

Date

(Employer Witness) Name

Signature

Date