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Between  
**SEIU Local 503, OPEU**  
And  
**Dakavia Management, Inc – Care Centers Management INC - DBA Myrtle Point Care  
Center & Residential Care Facility**

For an electronic copy visit [www.SEIU503.org](http://www.SEIU503.org)

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## ARTICLE 1 - RECOGNITION

This Agreement is by and between Myrtle Point Residential Care Facility Dakavia Management, Inc, (The “Employer”) and Service Employees International Union Local 503, OPEU (The “Union”), acting on behalf of the Bargaining Unit Employees (the “Employees”) as defined below.

**1.1 Employees Covered By Agreement:** The Employer recognizes the Union as the sole and exclusive bargaining agent for all full-time and regular part-time certified nursing assistants, certified medication aides, cooks, dietary aides, housekeeping, laundry and

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the version in English will govern. 4

caregivers but excluding all supervisors, managers, department supervisors, and confidential employees, even if that person is currently the only person in the department, and all licensed nurses. Excluded positions include but are not limited to Dietary Manger, Business Office Manager, Social Services Director, Medical Records Director, Activities Director, Maintenance Supervisor, Housekeeping/Laundry Supervisor, Director of Nursing, Resident Care Mangers, Licensed Practical Nurses, and Registered Nurses.

**1.2 New Employee Notice:** When the Employer hires a new Bargaining Unit Employee, it shall advise that employee in writing, that there is an Agreement with the Union. This notice shall quote the union security and check-off provisions of this Agreement. The notice will be included in the employee's new hire packet.

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

## ARTICLE 2 - UNION SECURITY

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

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

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

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

The deductions collected from all employees for any pay dates in a calendar month shall be remitted to the Union's Salem headquarters no later than the tenth (10<sup>th</sup>) 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.).

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

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

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

### ARTICLE 3 - NO DISCRIMINATION

**3.1 No 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 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 - MANAGEMENT RIGHTS

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

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

1. To manage, direct and control its property and workforce;
2. To conduct its business and manage its business affairs;
3. To direct its employees;
4. To hire;
5. To assign work;
6. To transfer;
7. To promote;
8. To demote;
9. To layoff;
10. To recall;
11. To evaluate performance;
12. To determine qualifications;
13. To discipline;
14. To discharge;
15. To adopt and enforce reasonable rules and regulations;

16. To establish and to effectuate existing policies and procedures including but not limited to a drug/alcohol testing policy;
17. To establish and enforce dress code;
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 rule and work rules;
21. To determine if and when positions will be filled;
22. To establish or abolish positions;
23. To discontinue any function;
24. To create any new service of function;
25. To discontinue or reorganize or combine any department or branch of operations;
26. To evaluate or make changes in technology and equipment. In the event employees request clarification on the application of new technology or use of new or different equipment, the Employer will meet and discuss the issues with the affected employees;
27. To establish shift lengths;
28. To either temporarily or permanently close all or any portion of its facility and/or to relocation such facility or operation;
29. To determine and schedule when overtime shall be worked;
30. To determine the number of employees required to staff the facility, including increasing or decreasing that number;
31. To determine the appropriate staffing levels required at the facility, including increasing or decreasing that number; and,
32. To determine the appropriate mix of employees, by job title, to operate the facility.

4.3 The Employer's failure to exercise any function or responsibility hereby reserved to it, or its exercising any function or right in a particular way, shall not be deemed a waiver of

its responsibility to exercise such function or responsibility, nor preclude the Employer from exercising the same in some way not in conflict with this Agreement.

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

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

## ARTICLE 5 - UNION RIGHTS, REPRESENTATIVES & STEWARDS

5.1 **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.

5.2 **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.

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

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

2. Allow the Union to furnish a binder to be kept in the break room for the purpose of storing materials such as membership forms, copies of the contract, Union contact information, and other Union materials.
3. Additionally, as space permits, allow the Union to furnish a secure deposit box and/or a shelf, installed by the Employer on the wall of the break room for the purpose of keeping internal Union information including, but not limited to, Union election nomination forms and ballots, grievance forms, membership surveys, etc.

**5.4 Union Stewards:** The Union shall designate Union Stewards and notify the Employer in writing as to who the Stewards are. The Union Stewards' performance of Union work shall not interfere with the operation of the facility nor the performance of employees' job duties. A Union Steward shall receive her/ his base rate of pay for time spent processing grievances and representing Bargaining Unit Employees in meetings with the Employer. A Union Steward may receive phone calls from Union Representatives while on work time, in private if requested, not to exceed ten (10) minutes per shift. Such calls shall not interfere with resident care. If Bargaining Unit Employees request time off to attend Steward training, the Employer will make every effort to approve such requests in consideration of operational needs. Bargaining Unit Employees requesting time off to attend Steward training will make every effort to comply with Employer's policy for requesting time off.

**5.5 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, or SEIU Local 503. Such Union Orientations will be mandatory for all Bargaining Unit Employees within her/ his first month of hire.

**5.6 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.

**5.7 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. The Union and the Employer may, upon mutual agreement, establish additional days. The Employer will make every reasonable effort to release employees, as designated by the Union for lobby days, considering operational needs. Additionally, the Employer agrees to pay up to two (2) bargaining unit employees per facility a fifty dollar (\$50) daily stipend when such employee(s) incurs lost wages for time spent in conjunction with such approved lobby days. The stipend will be paid in the qualified employee's regular paycheck subject to all payroll

rules. The Employer can alternatively select more than two (2) employees per facility if operational needs allow and the total number of employees participating company-wide does not exceed the overall total of up to two (2) employees per facility. The Union will identify and select the employees eligible for the stipend within the framework above and verify such employee's lobby day participation at the approved event.

**5.8 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.

**5.9 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 6 - PROBATIONARY PERIOD**

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

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

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

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

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

**7.2** Temporary Bargaining Unit Employees may be hired for up to four (4) months. The Union should be notified when temporary Bargaining Unit Employees are hired. If a temporary employee is hired to replace an employee on leave of absence, the four (4) month period may be extended for the length of the approved leave of absence. Non-paid

volunteers and non-paid interns earning school credits shall not be considered Bargaining Unit Employees, temporary or otherwise, and shall not be subject to this Agreement.

7.3 Temporary Bargaining Unit Employees shall not be covered by any of the terms of this Agreement and shall be treated for all purposes as outside of the Bargaining Unit and as unrepresented Bargaining Unit Employees. If a temporary employee is hired into a permanent position, his or her seniority shall be retroactive to his or her date of hire as a temporary employee.

7.4 If a permanent Bargaining Unit Employee receives a temporary position, he or she may return to his or her prior position when the temporary position ends if that prior position is available. If it is not available, that employee shall receive a position equal in wage.

## ARTICLE 8 - SENIORITY

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

8.2 **Accrual of Seniority:**

1. Accrual of seniority begins upon a Bargaining Unit Employee's successful completion of the probationary period and is retroactive to the employee's date of hire.
2. Seniority shall cease to accrue but shall not be lost in the event of a Layoff or leave of absence longer than three (3) months.
3. A Bargaining Unit Employee's seniority shall be lost in the event of his/her:
  - a. Discharge for just cause.
  - b. Voluntary resignation or retirement unless the bargaining unit employee is hired and relocated to another Dakavia facility covered by a collective bargaining agreement with SEIU 503, within three (3) months of a voluntary resignation.
  - c. Failure to return to work upon expiration of an authorized leave of absence; Layoff in excess of twelve (12) months.
  - d. Acceptance of a non-unit or other supervisory or management position with the Employer which removes the employee from the bargaining unit and converge of this Agreement except those employees who return to their unit position within sixty (60) days of their acceptance of the non-unit position. However, if an employee returns to his/her unit position within six months of acceptance of a non-unit or

supervisory position, the employee shall regain his/her seniority upon completion of three (3) months back in the unit.

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

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

1. Notifying the Union thirty (30) days in advance. Such notice shall indicate the job classifications, number of hours, and Bargaining Unit Employees who will be affected by the Layoff;
2. The union may request a meeting for the purpose of avoiding or mitigating said Layoff and discussion of the procedures to be followed. Any such meeting shall be held within fifteen (15) days of the notice of Layoff.
3. All employees who are scheduled to be laid off shall receive at least fourteen (14) calendar days advance written notification thereof from the Employer, by personal delivery or by certified or registered mail (return receipt requested). In the event no notice or less notice is provided, the Employer shall pay the difference, at straight-time rates of pay not to exceed eight (8) hours per day, between the day of actual notice provided and the fourteen (14) day notice required. The Employer shall notify the Union when layoff notices are being given and shall bargain about the effects of the layoff decision. Any and all disagreements by and between the parties regarding such effects bargaining, however, shall not be subject to the Grievance and Arbitration articles and neither party may engage in conduct in violation of the No Strike/No Lockout article of this Agreement.
4. Probationary and temporary Bargaining Unit Employees within the affected job classification shall be laid off first without regard to their individual periods of employment. Non-probationary Bargaining Unit Employees shall be laid off next in reverse order of their seniority. No more senior employee shall be laid off as long as there is a less senior employee working hours in the same job classification on the same shift.

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

1. The Employer shall first ask for volunteers who wish to reduce their hours. If there are multiple volunteers, then the Employer will accept volunteers in rotating seniority order, starting with the shift's most senior



employee. Once all employees have had an opportunity to volunteer, the next volunteer will again be the most senior employee.

2. If there are no volunteers, and the Employer is going to cancel a full shift or reduce hours, it will cancel shifts or reduce hours in rotating inverse seniority order, starting the rotation with the least senior employee working the shift and progressing to the most senior employee on that shift.
3. Bargaining Unit Employees who volunteer to reduce their hours or who have had their hours reduced have the option of using Paid Time Off, if the Bargaining Unit Employee has earned Paid Time Off. If the Bargaining Unit Employee has not earned Paid Time Off, then the Bargaining Unit Employee will not be paid for time not worked.
4. Should a facility's census fall, and the number of employees exceed required staffing levels for more than ninety (90) days, the Employer agrees to meet and confer with the Union regarding the impact of continuing reduced hours or the possibility of layoff.
5. No Bargaining Unit Employee will lose eligibility for benefits because of hours reductions that take place, voluntarily or involuntarily, unless s/he is scheduled (on the posted monthly schedule) for an average of less than (30) hours per week for more than (2) straight months.
6. If Bargaining Unit Employees lose two (2) shifts or fifteen (15) hours in a calendar month due to low census, the Union and Employer agree to meet to discuss the impact of continuing hours being cut and addressing concerns around hours reduction and implementation of layoffs sooner than ninety (90) days. The Union and Employees shall be notified of the need for such a meeting by the Employer in writing five (5) days prior to the posting of the new monthly schedule.

## **8.6 Bumping**

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

## **8.7 Recall.**

1. Whenever a vacancy occurs while employees are on layoff, laid off Bargaining Unit Employees who are qualified to fill the vacancy shall be recalled in order of seniority.
2. Recall rights shall last for eighteen (18) months.
3. Those laid off Bargaining Unit Employees with recall rights are called "Recallables."

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

## ARTICLE 9 - ASSIGNMENT AND VACANCIES

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

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

**9.3 Filling Job Vacancies.** When a vacancy in a bargaining unit job occurs, the following principles shall apply in the following order:

1. All vacancies and new positions in the bargaining unit shall be posted for a period of seven (7) calendar days including at least one weekend day. Postings shall include classification, shift, and rate of pay. "Posted" or "Postings" may include use of an internet or other computer-based job posting and/or screening system, but must include a physical posting in the facility, including a posting on the Union bulletin board that Stewards will have an opportunity to post on day one of the seven (7) calendar days described above. If no Steward is available or working that day, Management will post the vacancy or new position on the Union bulletin board. If an employee is on vacation or leave of absence when a job is being posted and has notified his/her supervisor of his/her interest in a particular shift or position, then he/she shall either be contacted while on vacation or leave of absence or allowed to apply for the shift/position upon their return.
2. The Employer will offer the vacancy to the qualified bargaining unit applicant with the most seniority at the facility provided that applicant is qualified for the position. If that Bargaining Unit Employee decides not to accept the position, then the vacancy will be offered to the next most senior applicant, and so

forth until the pool of bargaining unit applicants is exhausted, or the vacancy is filled.

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

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

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

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

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

**10.4 Work Schedule Posting and Changes.** Work schedules shall be posted as early as practical, but no later than the twenty-fifth (25<sup>th</sup>) day of the month preceding the month on the schedule. Once work schedules are posted, the Employer must give Bargaining Unit Employees fourteen (14) days' notice if changes are to be made to the schedule, unless affected Bargaining Unit Employees approve changes. The Employer may give less than fourteen (14) days' notice if changes to the schedule are needed for an unforeseen emergency or unanticipated circumstances arise that necessitate a prompt summoning of staff and changes to the schedule. Solely avoiding overtime payment to employees or Employer convenience will not be considered an unforeseen emergency or unanticipated circumstance. The assignment of overtime hours before the regular starting time or after the regularly scheduled finishing time of the shift shall not constitute a change in shift.

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

**10.5 Draws & Paychecks.** All employees shall be paid on the pay schedule currently in practice. If the Employer modifies its pay schedule, employees shall not be without pay for a

period of longer than seventeen (17) days and the Union shall receive at least thirty (30) days notice of such change. Employees who have completed her/his probationary period may request up to two (2) draws in a twelve (12) month period that would begin at the time of the first draw based upon unusual or emergency circumstances, and such requests shall not be unreasonably denied. The Employer will provide the draw check in four (4) business days, excluding holidays and payroll processing days.

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

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

**10.8 Extra Shifts More Than Seven Days:** The Employer will fill extra shifts that become known to Employer at least seven (7) days in advance of that shift by posting a list of open shifts with space for Bargaining Unit Employees to sign up for those shifts. If more than one Bargaining Unit Employee signs up for the same shift, then that shift will be assigned to the competing Bargaining Unit Employees in rotating Seniority order. (Once a Bargaining Unit Employee has received a shift in this manner in a given month, then that Bargaining Unit Employee shall go to the bottom of the list for receiving such assignments in all months.) If no Bargaining Unit Employee signs up for the shifts at least two (2) days prior to the shift, then the Employer may assign those shifts pursuant to Section 10.9 of this Article.

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

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

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

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

Contract Year 1 – thirty dollars (\$30.00) from October 1, 2017 to September 30, 2018.

Contract Year 2 – thirty-five dollars (\$35.00) from October 1, 2018 to September 30, 2019.

Contract Year 3 – forty dollars (\$40.00) from October 1, 2019 to September 30, 2020.

Contract Year 4 – forty-five dollars (\$45.00) from October 1, 2020 to September 30, 2021.

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

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

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

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

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

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

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

**10.12 Call-Off.** If a Bargaining Unit Employee who reports to work when on the posted schedule is not needed by the facility, he or she will receive work for four (4) hours of her/his shift or a minimum guarantee pay of four (4) hours, unless the employee volunteers off. During periods of low census when the Employer needs to call off an Employee or Employees and the Employer is aware prior to the beginning of the next shift that an Employee will need to be called off, the Employer will follow the process defined in Article 8, Seniority, Section 8.5 and will give Employees at least three (3) hours' notice by phone before the starting time that the Employee is scheduled to report for work.

**10.13 Notice for Shift Absence.** Bargaining Unit Employees who do not provide four (4) hours notice to their supervisor prior to being absent for a scheduled shift, but do call in prior to the shift, shall be considered an unexcused absence and may be subject to discipline, up to and including termination. Notice shall be considered made if: (1) the employee can credibly provide the name of the person notified; (2) the employee can credibly provide the time of

the notification; and (3) the person notified is either the Bargaining Unit Employee's immediate supervisor or a person who would naturally be expected (by the nature of his/her position) to inform the immediate supervisor in a timely manner. The Bargaining Unit Employee shall not be disciplined if s/he was unable to give this notice due to serious accident or injury rendering her/him unable to communicate with Employer.

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

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

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

## ARTICLE 11 - WAGES

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

**11.2 Paychecks.** Paychecks will be available to Bargaining Unit Employees by 9:00 am on payday without preconditions. A Bargaining Unit Employee will not be required to attend meetings or perform any function for the Employer as a condition of receiving his or her paycheck. If a payday falls on a Saturday, checks will be available by 9:00 am the preceding Friday. If a payday falls on a Sunday, checks will be available by 9:00 am the succeeding Monday. Over the duration of this Agreement, the Employer agrees to explore the feasibility of establishing the option of direct deposit for employees. The Employer will provide updates to the Labor-Management Committee.

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

1. Employees must arrive at work on time for every shift.
2. Employees may not clock in more than seven (7) minutes prior to the scheduled shift.
3. Employees may not clock out more than seven (7) minutes after the scheduled shift without prior approval from the supervisor.
4. Employees must complete all scheduled shifts unless prior approval is given otherwise.
5. Employees must attend the monthly scheduled all-staff and department meetings, which will be scheduled in conjunction with one another on the

same day, unless prior approval is given by the Administrator or her/his designee.

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

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

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

**11.6 Cost of Living Adjustments and Wage Scales.** The Employer agrees to maintain wage scales. All employee wage rates and all steps of the scales shall not be less than the applicable regional minimum wage rate plus an additional two percent (2%). Wage scales shall have at least thirty-five cent (\$0.35) per hour increases between each step and shall be incorporated as appendices to this Agreement. Employees at or above the top step of the wage scale shall receive the full amount of the Cumulative Total Economic Package annual increases.

Effective April 1, 2018, all current employees shall be placed on a wage scale. CNA & CMA based on license issues from OSBN. All others based on hire date

Myrtle Point 4/1/2018-9/30/2018

Year	NA	CNA	CMA	Cook	Dietary Aide	Housekeeping Aide	Laundry Aide	Caregiver
0	\$11.30	\$13.14	\$14.64	\$12.15	\$11.20	\$10.75	\$10.75	\$11.25
1	\$11.30	\$13.49	\$14.99	\$12.50	\$11.55	\$11.10	\$11.10	\$11.60
2	\$11.30	\$13.84	\$15.34	\$12.85	\$11.90	\$11.45	\$11.45	\$11.95
3	\$11.30	\$14.19	\$15.69	\$13.20	\$12.25	\$11.80	\$11.80	\$12.30
4	\$11.30	\$14.54	\$16.04	\$13.55	\$12.60	\$12.15	\$12.15	\$12.65
5	\$11.30	\$14.89	\$16.39	\$13.90	\$12.95	\$12.50	\$12.50	\$13.00
6	\$11.30	\$15.24	\$16.74	\$14.25	\$13.30	\$12.85	\$12.85	\$13.35
7	\$11.30	\$15.59	\$17.09	\$14.60	\$13.65	\$13.20	\$13.20	\$13.70
8	\$11.30	\$15.94	\$17.44	\$14.95	\$14.00	\$13.55	\$13.55	\$14.05
9	\$11.30	\$16.29	\$17.79	\$15.30	\$14.35	\$13.90	\$13.90	\$14.40
10	\$11.30	\$16.64	\$18.14	\$15.65	\$14.70	\$14.25	\$14.25	\$14.75
11	\$11.30	\$16.99	\$18.49	\$16.00	\$15.05	\$14.60	\$14.60	\$15.10

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 eighty percent (80%) of the 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.

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 hundred percent (100%) of the 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. For example, if the Cumulative Total Economic Package annual increases effective October 1, 2019 is seventy-five cents (\$0.75) per hour, all employees and all steps of the wage scale shall receive an additional forty cents (\$0.40) per hour increase. Employees at or above the top step of the wage scale shall receive the full amount of the Cumulative Total Economic Package annual increases. For example, if the Cumulative Total Economic Package annual increases effective October 1, 2019 is seventy-five cents (\$0.75) per hour, the employees at or above the top step of the wage scale shall receive seventy-five cents (\$0.75) per hour.

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 hundred percent (100%) of the 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. For example, if the Cumulative Total Economic Package annual increases effective October 1, 2020 is seventy-five cents (\$0.75) per hour, all employees and all steps of the wage scale shall receive an additional forty cents (\$0.40) per hour increase. Employees at or above the top step of the wage scale shall receive the full amount of the Cumulative Total Economic Package annual increases. For example, if the Cumulative Total Economic Package annual increases effective October 1, 2020 is seventy-five cents (\$0.75) per hour, the employees at or above the top step of the wage scale shall receive seventy-five cents (\$0.75) per hour.

Hiring Rates: The wage rates of all new employees hired on or after April 1, 2018 shall be in accordance with the wage scale based on years of experience in the given job classification or other relevant experience.

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



Employees Hired in above the Wage Scale: Any Employee hired who has more than eleven (11) years of applicable experience will be placed at a minimum on the top step of the wage scale.

**ARTICLE 12 - HOLIDAYS AND PERSONAL DAYS**

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

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

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

**ARTICLE 13 - PAID TIME OFF**

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

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

<b>Years of Service</b>	<b>Paid Time Off Accrual Rate</b>
0 year	0.02 (40 hours/ year)
1 <sup>st</sup> year	0.03 (60 hours/ year)
2 <sup>nd</sup> – 6 <sup>th</sup> year	0.04 (80 hours/ year)
7 <sup>th</sup> year	0.043 (88 hours/ year)
8 <sup>th</sup> year	0.047 (96 hours/ year)
9 <sup>th</sup> year	0.051 (104 hours/ year)

<b>Years of Service</b>	<b>Paid Time Off Accrual Rate</b>
10 <sup>th</sup> year	0.055 (112 hours/ year)
11 <sup>th</sup> year	0.06 (120 hours/ year)

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

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

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

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

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

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

**14.1 Bereavement Leave.** An employee shall be allowed a reasonable amount of time off work with pay at her/his regular rate of pay for up to three (3) scheduled working days absence in the event of the death of an immediate family member. For the purposes of this Article, “immediate family” is defined as the employee’s parent, spouse, sibling, grandparent, child (by birth, legal adoption, including foster children), grandchild, corresponding “step” relations, parent-in-law, or domestic partner including same-gender couples and as covered by law.

**14.2 Jury/Witness Duty Leave.** Employees must immediately advise their supervisor of receipt of a jury summons. Employees will receive unpaid days of leave for the jury duty period. Eligible employees may use accrued vacation leave. Employees must contact their supervisor and report for their regular duties when excused from attendance in court. A Bargaining Unit Employee who is subpoenaed as a witness in any court shall receive leave to

attend such obligation; if, however, the Bargaining Unit Employee is called as a witness for the Employer in a matter in which the Employer is a party, the Employee will be paid for that time.

## ARTICLE 15 – UNPAID LEAVE

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

**15.1 Family Leave:** The Employer shall comply with the terms of the Oregon and Federal Family and Medical Leave Acts. Such compliance shall not diminish any additional rights offered by the language of the agreement.

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

**15.3 Union Leave:** An unpaid leave of absence for a period not to exceed six (6) months shall be granted to employees in order to accept a full-time position with the Union, provided such leaves will not interfere with the operation of the Employer. Union leave must be requested at least thirty (30) days in advance and PTO need not be taken. While on leave employees will not lose or accrue seniority. An employee on Union leave will be returned to their same job classification and shift upon their return.

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

**15.5 Parental Leave:** Following successful completion of the probationary period, an Employee shall be granted a leave of absence without pay for up to twelve (12) weeks to care for a new baby. Such leave can be less than twelve (12) weeks, if so requested by the employee, or at the discretion of management more than twelve (12) weeks, depending on the needs of the facility. During the period of parental leave, the employee may choose to use accrued PTO. Parental leave must be requested at least sixty (60) days in advance. Parental leave may be granted with less than sixty (60) days notice upon approval by facility administrator. An employee on parental leave will be returned to their same job classification and the same shift upon their return. The Employer will continue to abide by FMLA and OFLA laws and will use the "Rolling Year" method for calculating OFLA/FMLA leave. Temporary disabilities related to pregnancy shall be treated as any other form of temporary disability by the Employer

## ARTICLE 16- RETIREMENT

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

## ARTICLE 17- HEALTH INSURANCE

**17.1 Benefits.** Bargaining Unit employees shall be eligible for medical, dental, life and disability benefits. The Employer will be responsible for assuring that all health insurance benefits are in compliance with the Affordable Care Act. The Employer agrees to pay seventy-five percent (75%) with the employee paying twenty-five percent (25%) of the monthly medical and dental premium cost for the Employee Only coverage tier. For all other health and dental coverage tiers [Employee + Spouse, or Employee, Spouse & Child(ren), or Employee + Child(ren)], the Employer agrees to apply the cost of the Employer portion of the Employee Only coverage tier to the monthly premium cost of the other coverage. After this Employer portion is applied, the employee shall then be responsible for paying fifty percent (50%) of the remaining monthly premium cost for that coverage tier (see example below). Bargaining Unit Employees shall be eligible for all other coverages under the same terms, criteria and eligibility, as exists effective August 1, 2014.

Example: For an employee who selects Employee + Spouse coverage, and that premium was seven hundred twenty two dollars (\$722): If the total Employee Only monthly premium is three hundred and sixty one dollars (\$361) the Employer would apply seventy-five percent (75%) of three hundred and sixty one dollars (\$361), equaling two hundred seventy dollars and seventy five cents (\$270.75). This number would then be subtracted from the employee plus spouse rate. The resulting number would be divided by two to calculate the Employee contribution of two hundred twenty five dollars and sixty three cents (\$225.63).

$$\frac{[(722-(361 \times .75)]}{2}$$

The employer vs. the employee premium portions outlined above will be funded separately from the cumulative economic package for the duration of the contract.

**17.2 Hours.** The Employer shall not reduce or manipulate hours to limit employees eligibility to healthcare benefits coverage.

**17.3 Benefit Changes.** The Employer shall have the right to add new plans, modify benefit levels and plan design unilaterally and at its sole discretion, without any obligation to bargain, provided that such changes are proportionately applied to all Pacific employees (management and non-management). The Employer agrees to share benefits changes or potential changes with employees and in the Labor-Management Committee.

## ARTICLE 18 - OTHER BENEFITS AND CONDITIONS

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

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

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

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

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

## ARTICLE 19 - DISCIPLINE

**19.1 Progressive Discipline and Just Cause.** The Employer shall have the right to discharge, suspend, or discipline any non-probationary employee for just cause and consistent to the principles of progressive discipline.

**19.2 Disciplinary Process.** If a supervisor has reason to discipline a Bargaining Unit Employee, she/he shall make a reasonable effort to impose such discipline in a timely manner that will not unduly embarrass the employee before other bargaining unit and non-bargaining unit employees, the residents, family members or the public. If any conversation

may lead to disciplinary action, the employee shall be informed of such as soon as it is realized by the Employer. The employee shall be given the opportunity to have Union representation during such conversation. Such conversation shall include the supervisor's explanation of why the Bargaining Unit Employee is being investigated or being disciplined.

**19.3 Right to Union Representation.** The employee always has the right to have a Union Steward present when discipline is being imposed, except in those cases where the Steward may not be readily available, the employee chooses not to have Union representation and/or the infraction for which a suspension or termination is imposed constitutes a very "serious offense" warranting summary action (i.e., assault, attack or threat of physical violence on fellow employees or management representatives, etc.). When a Union Steward is not present in such instances, the Employer will administer discipline and not question the employee and will notify the Steward as soon as possible of the action taken. The Employer will notify employees of the right to have Union representation.

**19.4 Disciplinary Record.** Copies of all discipline shall be given to the employee involved and the Union Steward. An employee has the right to attach her/his own views to any disciplinary record in her/his own file. The Employer shall notify the Union in writing of any discharge or suspension within forty-eight (48) hours (excluding Saturdays, Sundays, and holidays) from the time of discharge or suspension.

**19.5 Investigatory Interviews of Employees.** In the event an employee is required to attend an investigatory interview with a supervisor or other management official which he/she reasonably believes will result in disciplinary action, a Steward may be present and participate at such investigatory interviews, under the following conditions:

1. Where requested, the Employer shall inform the Steward of the subject matter of the interview, i.e., the type of alleged misconduct for which discipline is being considered (theft, lateness, etc.).
2. The Steward may consult with the employee prior to the investigatory meeting, but shall not use this to obstruct the Employer investigation and shall encourage the employee to answer all questions truthfully.
3. The Steward may consult with the employee during the investigatory meeting, assist him/her in presenting or clarifying facts and/or otherwise submit evidence or suggest further witnesses to interview. It is the responsibility of the employee who is being investigated to respond to all questions without prompting or coaching by the Steward.
4. The Steward may make reasonable requests that the supervisor clarify a question so that the employee can understand what is being asked.
5. The absence of a Steward shall not unreasonably delay the Employer from conducting the investigatory interview. In such circumstances, the affected employee may, at his/her option, proceed with the interview with a Local Union representative. A delay shall be unreasonable if it exceeds the close of the next business day.
6. It is the responsibility of both the Employer and the Union Steward to maintain the confidentiality and dignity of the employee at all times.

## ARTICLE 20 - PERSONNEL RECORDS

**20.1** An Employee shall be permitted to examine and copy all materials in her/his personnel file within three (3) business days of making such a request. The review will be done in the presence of an Employer representative. Requests for copies should be made in writing, and the Employer has five (5) business days to make copies available to the employee. Any copies given to an employee will have resident names obscured in order to protect confidentiality of resident/s.

**20.2** 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.

**20.3** 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.

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

## ARTICLE 21 - GRIEVANCE AND ARBITRATION PROCEDURE

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

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

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

grievance regarding an employee's termination must be filed as a Step II written grievance within ten (10) calendar days of the employee's effective date of discharge.

#### **21.4 Optional Informal Step I – 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 II of the grievance procedure shall be followed for any alleged contract violations.

#### **21.5 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.

#### **21.6 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 Designee's Step III response will resolve the matter, unless it is forwarded to mediation or arbitration, as provided hereinafter.

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

#### **21.7 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 the Federal Mediation and Conciliation Service (hereinafter called the "FMCS") or other mediation group agreed to by the parties. The mediator shall be selected by alternate striking from the list until one name remains.

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

#### **21.8 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.

- a) **Arbitrator Selection Process.** If the Employer and the Union fail to agree on an arbitrator or a permanent panel of five (5) arbitrators has not been mutually established, upon the timely submission of a demand for arbitration the moving party must request a list within thirty (30) calendar days from the 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.
- b) **Arbitration Timelines.** Once an arbitrator has been properly selected, an arbitration date must be set within sixty (60) calendar days of such selection unless the chosen arbitrator is not available and then the arbitration date will be the earliest date that all parties are available. The Union and the Employer may, with mutual agreement, make procedural changes to the arbitration process given unique circumstances of individual cases. Prior to the arbitration hearing date, the Employer and Union will develop a stipulation of facts and use affidavits and other time saving methods whenever possible. The arbitrator shall conduct the hearing in whatever manner will most expeditiously permit full presentation of the evidence and arguments of the parties. Any arbitrator accepting an assignment under this Article agrees to issue an award within thirty (30) calendar days of the close of the hearing or sixty (60) calendar days, if post-hearing briefs are submitted.
- c) **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.

- d) **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.

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

## ARTICLE 22 - DIGNITY & RESPECT

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

## ARTICLE 23 - SEPARABILITY

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

## ARTICLE 24 - LABOR-MANAGEMENT COMMITTEE

**24.1 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 as requested by either party.

**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
- (i) Inclement weather staffing and concerns

**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; 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, additional 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 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.

## ARTICLE 25 - SAFETY & TRAINING

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

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

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

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

**25.5 Safe Equipment and Safe Conditions.** No Bargaining Unit Employee shall be required to work on, with or about an unsafe piece of equipment or under an unsafe condition. This language may only be invoked after a Bargaining Unit Employee discusses the matter with his or her supervisor and, if disagreement still exists, with the Administrator, or in his/her absence, his/her designee.

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

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

## ARTICLE 26 - NO STRIKE/NO LOCKOUT

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

be considered a strike.

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

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

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

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

**26.5** The Union will not conduct informational picketing for the duration of this Agreement.

## **ARTICLE 27- SUCCESSORSHIP**

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

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

The Employer agrees that, in the event that it decides to sell the facility covered under this Agreement, which shall continue to be operated as a skilled nursing facility, the Employer shall require as a condition of any sale that the successor operator recognize the Union as the exclusive collective bargaining agent for currently-represented employees at the facility; and further as condition of sale, the buyer shall be obligated to continue the terms and conditions of the collective bargaining agreement for a period of one hundred and twenty (120) days, in which time the successor employer has the option to notify the Union it wishes to negotiate the terms and conditions of employment during that period. If the successor employer does

not exercise that option then the Collective Bargaining Agreement shall remain intact through its full term.

- a. Nothing in this provision shall require the successor employer to offer the same medical, dental or vision insurance plans, or the same retirement or 401k, or the same group life or disability plans. The successor employer may implement its own medical, dental or vision plans, retirement or 401k plan, disability plan, and group life insurance plan and may also implement its own time off plan.
- b. With regard to the medical insurance benefits, the successor employer shall offer a plan that is similar on the whole to the Employer offered plan.
- c. Nothing in this provision shall require the successor employer to continue in effect the contractual vacation and sick leave provisions provided that the successor employer offers a comparable amount of time off as the total time off amounts for vacation and sick leave contained in this Agreement.
- d. In the event that the Employer is unable to find a purchaser that is willing to purchase the facility under the terms and conditions specified herein and the Employer is faced with closing the facility, the Employer shall notify the Union of its intent to close the facility. Upon notifying the Union, the parties shall meet within ten (10) business days to discuss the possible closure. The Employer shall provide evidence of its intent to close because the potential buyer will not purchase the facility if said buyer has to honor the "successorship" provision. Upon providing such evidence, the Employer shall be relieved of its obligation under the "successorship" provisions of the contract.

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

## ARTICLE 28 – SUBCONTRACTING

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

**27.2 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.

**27.3 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.

**27.4 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.”

**27.5 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 2017 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 30<sup>th</sup> of any contract year in which this Agreement remains in effect. The Employer further agrees that in addition to the Union's notice to [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 29: SOLE AGREEMENT, MATTERS COVERED, AMENDMENT, STANDARDS PRESERVED, PREMIUM CONDITIONS**

**29.1 Sole Agreement.** This Agreement constitutes the sole and entire Agreement between the parties and supersedes all prior agreements, oral and written, and expresses all the obligations of, or restrictions imposed on, the respective parties during its term. All individual agreements, both oral and written, which may exist between the Employer and any employee in the bargaining



unit, shall terminate upon the execution of this Agreement. The parties agree that this Agreement is the sole agreement concerning wages and benefits of covered employees. The existence, or later provision, of benefits not referenced in this Agreement does not create any vested rights or enforceable past practice. The Employer may provide or rescind any compensation or benefits policies or practices not expressly referenced in this Agreement at any time. Whenever exercising such discretion, Employer will notify Union in advance.

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

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

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

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

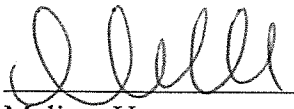
ARTICLE 30 – DURATION

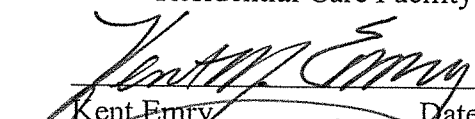
This Agreement shall be effective on April 1, 2018 and shall remain in full force and effect through September 30, 2021, and from year to year thereafter, provided that either party may serve written notice on the other at least ninety (90) days prior to September 30, 2021, or any subsequent anniversary 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 executed this Agreement on this 1<sup>st</sup> day of April, 2018.

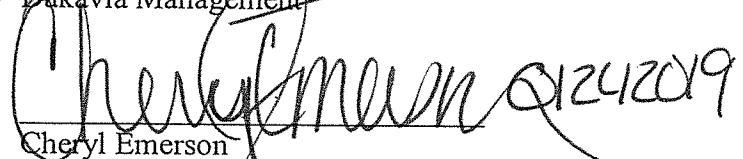
For SEIU Local 503:


For Dakavia Management, Inc – Care Centers  
Management INC - DBA Myrtle Point Care Center &  
Residential Care Facility

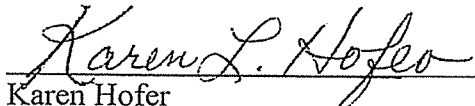
  
Melissa Unger  
Executive Director, SEIU Local 503  
Date 1/14/19

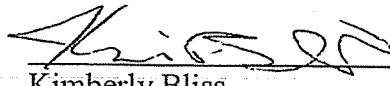
  
Kent Emry  
Dakavia Management  
Date 1-23-19

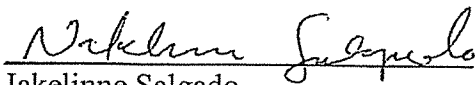
  
April Shaw  
Certified Nursing Assistant

  
Cheryl Emerson  
Dakavia Management  
Date 12/24/2019

  
Lori Bywater  
Certified Medical Assistant

  
Karen Hofer  
Dietary Cook

  
Kimberly Bliss  
Caregiver

  
Jakelinne Salgado  
Care Provider Organizer, SEIU Local 503

## APPENDIX A- WAGE SCALES

Myrtle Point 4/1/2018-9/30/2018

Year	NA	CNA	CMA	Cook	Dietary Aide	Housekeeping Aide	Laundry Aide	Caregiver
0	\$11.30	\$13.14	\$14.64	\$12.15	\$11.20	\$10.75	\$10.75	\$11.25
1	\$11.30	\$13.49	\$14.99	\$12.50	\$11.55	\$11.10	\$11.10	\$11.60
2	\$11.30	\$13.84	\$15.34	\$12.85	\$11.90	\$11.45	\$11.45	\$11.95
3	\$11.30	\$14.19	\$15.69	\$13.20	\$12.25	\$11.80	\$11.80	\$12.30
4	\$11.30	\$14.54	\$16.04	\$13.55	\$12.60	\$12.15	\$12.15	\$12.65
5	\$11.30	\$14.89	\$16.39	\$13.90	\$12.95	\$12.50	\$12.50	\$13.00
6	\$11.30	\$15.24	\$16.74	\$14.25	\$13.30	\$12.85	\$12.85	\$13.35
7	\$11.30	\$15.59	\$17.09	\$14.60	\$13.65	\$13.20	\$13.20	\$13.70
8	\$11.30	\$15.94	\$17.44	\$14.95	\$14.00	\$13.55	\$13.55	\$14.05
9	\$11.30	\$16.29	\$17.79	\$15.30	\$14.35	\$13.90	\$13.90	\$14.40
10	\$11.30	\$16.64	\$18.14	\$15.65	\$14.70	\$14.25	\$14.25	\$14.75
11	\$11.30	\$16.99	\$18.49	\$16.00	\$15.05	\$14.60	\$14.60	\$15.10

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

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

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

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

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

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

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

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

1.5 Each September 1<sup>st</sup>, the parties shall enter the fiscal year's daily Medicaid Rate and the long-term care assessment effective the preceding July 1<sup>st</sup> into the corresponding cell of the Excel Spreadsheet titled "2017-2021 SEIU Responsible Employers Total Economic Package Formulas with 61<sup>st</sup> 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 purpose 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 bargaining unit member's regular hourly rate of pay, starting rates and wage scales, wage grids and/or wage matrix (where applicable), except as the parties may otherwise agree at the Company Bargaining Tables.

3.4 Effective October 1, 2020, in accordance with the Cumulative Total Economic Package annual increases, the Employer agrees to add a minimum thirty-five cents (\$0.35), a projected fifty-four cents (\$0.54), or 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 members' 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.

## Memorandum of Understanding

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

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

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



## LETTER OF AGREEMENT – JOINTLY EXPLORING AGENCY USAGE

### Preface:

This Letter of Agreement is by and between Dakavia Management Inc, (hereinafter referred to as “the Employer”) and SEIU, Local 503 (hereinafter referred to as “the Union”).

### Purpose:

The Parties agree to convene a workgroup to explore strategies that would maximize the use of Agency services to the benefit of both the Employer and Employees.

### Process:

The Workgroup will consist of representatives from Dakavia Management, at least one (1) bargaining unit Employee from Pacific, at least one (1) bargaining unit Employee from Fernhill and one (1) representative from the Union.

The Workgroup will commence meeting within one hundred and twenty (120) days from the ratification date of this Agreement at mutually agreeable times and locations.

Any Workgroup recommendations that would result in improvements to Employees’ wages will be negotiated per Article 11.

The Employer will have sole discretion to determine how funds are dispersed including but not limited to the amount, classification, and dates of implementation. The Employer reserves the right to evaluate the effectiveness of any program that is implemented and to modify and or terminate the program and the funds associated with the program.

Any improvements to the conditions and terms of wages will be executed through a Letter of Agreement with the Union.

### Timeline:

This LOA will sunset on September 30, 2021.