PREAMBLE

The Service Employees International Union, Local 503, (hereinafter referred to as "the Union") and Avamere Health Services, LLC, hereinafter referred to as "the Employer"), collectively referred to as the "Parties", have entered into this collective bargaining agreement (CBA), effective October 1, 2021. The Parties further recognize and acknowledge the ongoing association of the separate employers listed here:

1. Lebanon Care Center, LLC (doing business as Avamere Rehabilitation of Lebanon)
2. Peckham-Miller, Inc. (doing business as Avamere Rehabilitation of Hillsboro)
3. Mountain View Rehabilitation, LLC (doing business as Avamere Rehabilitation of Oregon City)
4. South Salem, LLC (doing business as Avamere Rehabilitation of Salem)
5. Newport Rehabilitation, LLC (doing business as Avamere Rehabilitation of Newport)
6. Clackamas Rehabilitation , LLC (doing business as Avamere Rehabilitation of Clackamas)
7. Coos Bay Rehabilitation, LLC (doing business as Avamere Rehabilitation of Coos Bay)
8. King City Rehabilitation, LLC (doing business as Avamere Rehabilitation of King City)
9. Twin Oaks Rehabilitation, LLC (doing business as Avamere Twin Oaks of Sweet Home)
10. Junction City Rehabilitation, LLC (doing business as Avamere Rehabilitation of Junction City)
11. Laurelhurst Operations, LLC (doing business as Laurelhurst Village Rehabilitation Center)
12. Eugene Rehabilitation, LLC (doing business as Avamere Rehabilitation of Eugene)
13. Crestview Operations, LLC (doing business as Avamere Crestview of Portland)
14. Medford Operations, LLC (doing business as Avamere Health Services of Rogue Valley)
15. Avamere Transitional Care at Sunnyside, LLC (doing business as Avamere Transitional Care at Sunnyside)

16. Beaverton Rehab and Specialty Care, LLC (doing business as Avamere Rehabilitation of Beaverton)
17. Riverpark Operations, LLC (doing business as Avamere Riverpark of Eugene)
18. Waterford Operations, LLC (doing business as Avamere at Medford – Three Fountains)
19. Ohana Harmony House, LLC (doing business as Bend Transitional Care)

The Parties agree that each listed employer is to associate with the other employers for the purpose of recognizing the Union as the exclusive and sole bargaining representative of a single bargaining unit, as provided for under federal labor law regarding multi-employer bargaining, for the job classifications identified in this collective bargaining agreement, which is presently utilized and employed at each of the separate employers. All facilities are represented in this agreement.

The purpose of this Agreement is to promote harmonious relations between the Employer and its Bargaining Unit Employees; to secure efficient operations; to establish standards of wages, hours and other working conditions for Bargaining Unit Employees within the collective bargaining unit; to ensure that the Employer earns a sufficient return to enable it to employ the Bargaining Unit Employees and other employees; provide the seniors it cares for the quality of life and living environment that they deserve; and, better enable the Employer and the Bargaining Unit Employees to accomplish our Mission Statement: To Enhance the Life of Every Person We Serve.

Collaborative Partnership

In an effort to promote an effective partnership relationship, the parties agree that they will treat their respective representatives with dignity and respect, and that employees and supervisors and other members of management will all treat each other with dignity and respect.

Neither the Employer nor the Union will publish newsletter articles or distribute other public communication that is disparaging of the other party without first having made an effort to resolve the issue with the other party. Such disparagement would include information relating to specific individuals of the Employer or the Union, issues that would be readily addressed when called to the attention of upper management of the Employer or the Union, and are overall contrary to the

spirit of cooperation and partnership as represented by this Agreement. It is also an expectation that this spirit of cooperation will exist in all inter-personal communication.

This article is not intended to restrict the ability of the Employer or Union to communicate with Bargaining unit employees or union members related to business differences or disagreements between the Employer and Union.

Therefor, the parties hereunto agree as follows

ARTICLE 1- RECOGNITION

1.1 Employees Covered By Agreement. The Employer recognizes the Union as the sole and exclusive bargaining agent for all Bargaining Unit Employees, excluding supervisors, managers, department supervisors, and confidential employees, even if that person is currently the only person in the department, the Staffing Coordinator, the Bookkeeper, RNs, Charge Nurse. Additions to the Bargaining Unit of new employee groups and/or Employer facilities will be governed by the Neutrality and Voluntary Recognition Process, Appendix D, agreed to by the parties as well as applicable laws and regulations.

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 and shall be in the form of Exhibit A to this Agreement.

ARTICLE 2- UNION SECURITY

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

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

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

2.4 The ability of a bargaining unit employee to revoke his or her written, electronic or recorded oral dues deduction authorization shall be determined by the terms and conditions of such

specific dues deduction authorization. Union shall notify Employer thirty (30) days prior to implementing any material change in such deduction authorization(s) and provide Employer with new blank written deduction authorizations as necessary.

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

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

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

2.6 Upon written notice to the Employer from the Union that an employee has failed to maintain Union membership in good standing (which shall mean payment of dues and fees

uniformly required of all members) and has failed to pay appropriate agency fees as described above, the Employer and the Union shall meet with the employee to determine a reasonable resolution. If no resolution is reached, the Employer will, not later than thirty (30) days from receipt of notice from Union, terminate said employee.

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

ARTICLE 3- NO DISCRIMINATION

3.1 No 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 Immigration. The Union and the Employer have a mutual interest in retaining qualified and trained employees. Accordingly, to the extent not addressed by this Agreement, at the request of the Union, the Employer will meet and discuss issues related to compliance with the Immigration Reform and Control Act and any other current or future legislation, government rules or policies related to immigrants which impact bargaining unit employees.

3.4. Non-discrimination. No employee covered by this Agreement shall suffer any loss of seniority, compensation, or benefits solely due to any changes in the employee's name or social security number, provided that the new social security number is valid and the employee is authorized to work in the United States. The Employer shall not take action against an employee solely because the employee is subject to an immigration proceeding where the employee is otherwise permitted to work.

3.5 Workplace immigration enforcement. The Employer shall notify a representative of the Union as soon as practical if the Employer receives a no-match letter from the Social Security Administration, if it is contacted by the Department of Homeland Security (DHS, formerly the INS), regarding the immigration status of an employee covered by this Agreement or if a search and/or arrest warrant, administrative warrant, subpoena, or other request for document is presented. The Union agrees that it shall keep confidential any information it obtains pursuant to this provision and that it will use any such information solely to represent and/or assist the affected employee(s) with regard to the DHS matter. Recognizing the intent of the Article, the Employer will comply with legal authorities, including agents of the DHS only as it deems necessary and appropriate.

The Employer shall permit inspection of I-9 forms by DHS or DOL only after a minimum of (3) three days written notice or other such period of time as provided by law or where such inspection is otherwise in accordance with the provisions of this Section. The Employer also shall permit inspection of I-9 forms where a DHS search and/or arrest warrant, administrative warrant, subpoena or other legal process signed by a federal judge or magistrate specially names employees or requires the production of I-9 forms. The Employer shall not provide documents other than the I-9 forms to DHS for inspection or reveal to the DHS the names, addresses or immigration status of any employees in the absence of a valid DHS administrative subpoena, or a search warrant or subpoena signed by a federal judge or magistrate or where otherwise required by law or it is otherwise deemed by the employer to be appropriate under the circumstances. To the extent legally possible, the Employer shall offer a private setting for questioning for employees by DHS.

3.6 Reverification of Status. No employee employed continuously on or before November 6, 1986, shall be required to document immigration status. The Employer shall not require or demand proof of immigration statues, except as may be required by 8 USC 1324a (1)(B) and listed on the back of the I-9 form or as otherwise required by law.

In the event of a sale of a business or its assets, the employer shall offer to transfer the I-9 forms of its employees to the new employer or, at the employer's option, to jointly maintain the I-9 forms of its employees with the successor employer for the period of three (3) years, after which the successor

employee shall maintain said forms. The Employer shall not take adverse employment action against an employee based solely on the results of a computer verification of immigration or work authorization status.

3.7 Social Security Discrepancies. In the event that the employer receives notice from the Social Security Administration ("SSA") that one or more of the employee names and Social Security numbers ("SSN") that the employer reported on the Wage and Tax Statements (Forms W-2) for the previous tax year do not agree with the SSA's records, the employer will provide a copy of the notice to the employee and the Union upon receipt.

The Employee will be provided with an opportunity to address and correct the issue within 60 days or as otherwise allowed by applicable laws and regulations. The employer agrees that within the 60 day timeline, the employer:

a) will not take any adverse action against any employee listed on the notice, including firing, laying off, suspending, retaliating, or discriminating against any such employee, solely as a result of the receipt of a no match letter or other discrepancy and
b) will not require employees listed on the notice to bring in a copy of their Social Security card for the employer's review, complete a new I-9 form, or provide new or additional proof of work authorization or immigration status solely as a result of the receipt of a no-match letter, unless otherwise required to avoid risk of prosecution, and
c) the employer agrees not to contact the SSA or any other government agency, solely as a result of a no-match from the SSA.

In the event the discrepancy is not resolved within the 60 days, the Employer may take any necessary action, including termination of employment, to correct the issue and avoid risk or liability to the employer. Such action will not be subject to the contractual grievance procedure.

3.8 Seniority and Leave of Absences for immigration related issues. Upon request, employees shall be released for up to five (5) unpaid working days per year during the term of the Collective Bargaining Agreement in order to attend to DHS proceedings and any other related matters for the

employee and the employee's immediate family (parent, spouse, and/or dependent child). The Employer may request verification of such leave.

The Employer shall not discipline, discharge, or discriminate against any employee because of national origin or immigration status, or because the employee is subject to immigration or deportation proceedings, except as required to comply with the law. An employee subject to immigration or deportation proceedings shall not be discharged solely because of pending immigration or deportation proceedings, so long as the employee is authorized to work in the United States.

In the event that an employee has a problem with his or her right to work in the United States, after completing his or her introductory or probationary period, the Employer shall notify the Union in writing, and upon the Union's request, agrees to meet with the Union to discuss the nature of the problem to see if a resolution can be reached. Whenever possible, this meeting shall take place before any action by the Employer is taken.

In the event that an employee does not provide adequate proof that he/she is authorized to work in the U.S. following his/her probationary or introductory period, and his/her employment is terminated for this reason, the Employer agrees to immediately reinstate the employee to the former position if available, upon the employee providing proper work authorization within 12 months from the date of termination.

If the employee needs additional time, the Employer will rehire the employee into the next available opening in the employee's former classification, as a new hire without seniority, upon the employee providing proper work authorization within a maximum of 12 additional months. The parties agree that such employees would be subject to a probationary period in this event.

The provisions in Article 8 on pro-rated vacations for terminated employees shall not apply to employees covered by this section.

3.9 Limited-English proficient workers. English is the language of the workplace. The Employer recognizes the right of employees to use the language of their choice when speaking amongst themselves during work hours provided that such conversations are conducted in a manner that is respectful of residents, patients, families and other employees and is consistent with quality care.

Upon request of the employee, the Employer will allow the presence of another member of its staff, where such staff is available, to act as an interpreter for employees not fluent in English during any investigation interview that may lead to discipline or discharge. Where the Employer is unable to so provide an interpreter, the Union may provide an interpreter.

3.10 Change of Status/Immigration. On the day an employee becomes a U.S. citizen, the Employer will compensate the employee with a one (1) time paid personal day off, in recognition of the employee's citizenship.

ARTICLE 4- MANAGEMENT RIGHTS

Section 4.1 Employer Rights. It is mutually agreed that it is the duty and the right of the Employer to manage its facilities and direct the workforce. This includes, but is not limited to, the right to hire, transfer, promote, reclassify, layoff, reduce hours, set and administer work performance and disciplinary standards, establish new policies, implement new technology, staff facilities in accordance with state law and the CBA and discharge employees subject to the conditions as set forth in this CBA.

The foregoing statements of rights of Management and of the Employer functions are all-inclusive and shall not be construed in any way to exclude other functions not specifically enumerated, except when such rights are specifically abridged or modified by this Agreement.

Section 4.2 Impact Bargaining. The Employer will provide the Union with advance notice of planned changes, where such changes may impact bargaining unit employee wages or hours. The Union reserves the right under the National Labor Relations Act (NLRA) to bargain over the impacts to bargaining unit employees of the proposed change. To expedite the impact bargaining process, the parties agree to the following principles:

1. Impact bargaining is limited to mandatory subjects, as defined by the NLRA, such as wage rates.
2. Impact bargaining may only be initiated by SEIU Local 503 or the Avamere President of the Nursing Home Division (or the President's representative). Individual Union or Employer staff can not unilaterally request impact bargaining.
3. Impact bargaining shall not take continue past fifteen (15) calendar days from the first meeting, except by mutual agreement of the parties.
4. The parties are required to bargain in good faith. If the parties are unable to reach an agreement within fifteen (15) calendar days from the start of impact bargaining, then the Employer may unilaterally implement the proposed change. 'Good faith' bargaining is defined by the NLRA, which requires the parties to share information, meet to discuss the issue and work towards common sense solutions.

5. In the extremely unlikely event that either the Union or the Employer engages in 'bad faith' bargaining, then either party may raise the issue with the National Labor Relations Board (NLRB(. This process is defined by in law by the NLRA and the policies of the NLRB.

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. The Employer shall continue to update the Union with changes to the Employee Handbook. The Union reserves the right to grieve any new policies, which in the Union's view, conflicts with the CBA. The Union must file a grievance within 30 days of the Union receiving written or electronic notice of the changes.

4.5 Employees shall work as directed by supervisory personnel. The Employer reserves the right to establish the number of employees and the work methods necessary to perform any activity, in compliance with the Collective Bargaining Agreement and State and Federal law.

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. For the purpose of typical labor relations (such as disciplines, the grievance process, LMCs etc) neither party shall circulate, or cause to be circulated, any charge or report that is designed to bring another Party into public disrepute or otherwise adversely affecting the integrity, credibility or reputation of such Party. The clause does not require the Union or the Employer to monitor social media posts of bargaining unit and non-bargaining unit staff.

5.2 Bullying. The Employer and the Union agree that behaviors that harm, intimidate or coerce vulnerable individuals can contribute to a hostile work environment. Examples of such behavior include, but are not limited to:

1. Intimidating messages, in various forms, including written, oral, social media etc.
2. Obscenities, profanities or vulgar verbal, written comments, images or gestures, directed at another person.
3. Degrading and/or targeting a person or group on the basis of a personal, cultural and/or individual characteristics.

The Parties agree that such behaviors cannot be allowed in the workplace. The Parties further acknowledge that routine efforts to manage employee performance, conduct performance reviews and administer Corrective Action (Disciplinary Action) do not constitute prohibited behaviors. Neither the Employer's rights nor the Union's rights in this CBA or under law shall be abridged by this contract provision.

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5.2 Union Representatives Access. The Union will furnish the name of the Union representatives to the Employer. Union 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. The Union shall provide 24 hours advanced

notice of access via email to the facility Administrator prior to entry to the building. The Administrator may deny access in an emailed response, in the event Union representatives do not provide advanced written notice more than 24 hours prior to entry or under extreme circumstances such as state survey, or contagious illness in the facility. If the Administrator does not provide a written response, the Union representative will not be prohibited from accessing the facility. 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. Upon entering the facility the Union representative shall notify the Administrator, or his/her designee, of the representative's presence in the facility. Union representatives shall confer with employees during the employee's non-working time in the employee break room and other non-work areas.

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 and any new Stewards or any change in the status of existing Stewards. The Union Stewards' performance of Union work shall not interfere with the operation of the facility nor the performance of employees' job duties. A Union Steward shall receive her/his base rate of pay for time spent processing grievances and representing Bargaining Unit Employees in meetings with the Employer during Stewards' scheduled hours of employment. A

Union Steward shall also receive her/his base rate of pay for time spent representing Bargaining Unit employees in all meetings where the Employer requested that the Steward process a grievance or represent a Bargaining Unit Employee outside of the Stewards' scheduled hours of employment. In no case shall the Employer be required to pay more than one (1) Steward at a time for such work. A Union Steward may communicate with Union Representatives while on work time, in private if requested, not to exceed ten (10) minutes per shift. Such communication shall not interfere with resident care. If Bargaining Unit Employees request time off to attend Steward training, the Employer will make every reasonable effort to approve such requests in consideration of operational needs. Bargaining Unit Employees requesting time off to attend Steward training will make every reasonable effort to comply with Employer's policy for requesting time off.

5.5 New Union Member Orientation. Each month, the Employer will provide the Union Stewards in each facility with the names of all employees newly hired into bargaining unit job classifications. The Employer shall provide thirty (30) minutes of paid time for both a Union Steward and the new employees to conduct a New Union Employee Orientation (NUEO). The NUEO shall occur is an Employer-provided room. If Union access is restricted on the day of the orientation (as during viral outbreaks or state surveys), then the Employer shall make the Union Steward and new employees available to meet virtually. The Union is responsible for setting up virtual services, such as a virtual conference line meeting. Such Union Orientations will be mandatory for all Bargaining Unit Employees within her/ his first month of hire.

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 approved by the Labor-Management Coalition for Quality Care or Avamere. 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 up to 10 minutes. Avamere may limit this time for extraordinary circumstances such as viral outbreaks and state surveys. .

ARTICLE 6- PROBATIONARY BARGAINING UNIT EMPLOYEES

6.1 Probationary Period. New Bargaining Unit Employees shall be on probation for ninety (90) calendar days from their date of hire.

6.2 Retainment of New Hires. The employer will conduct a performance assessment meeting some time between the thirtieth (30^{th}) and Sixtieth (60^{th}) day of an employee's probationary period. The employee's supervisor will review the employee's performance in an effort to identify the skills and behaviors to be improved so that the employee can successfully continue employment beyond the probationary period. The supervisor will confer with the relevant employee Preceptor and/or trainer for input into the probationary employee's performance assessment.

6.3 No Just Cause During Probationary Period. At any time during or at the end of the probationary period, the Employer may discharge any probationary Bargaining Unit Employee at will and such discharge 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, to meet minimum staffing levels, to replace Bargaining Unit Employees on vacation or leave of absence, to avoid the use of an external employment agency or to address an emergent staffing need within a facility. In the event that the Employer employs temporary bargaining unit employees to address staffing needs, the Employer will immediately notify the Union.

7.2 Temporary Bargaining Unit Employees may be hired for up to four hundred and eighty (480) hours or twelve (12) weeks, whichever is less. Any Temporary Bargaining Unit Employee working consistently at any single facility for four hundred and eighty (480) hours or twelve (12) weeks will become a regular Bargaining Unit Employee. 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 hundred and eighty (480) hours or 12 weeks 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 are 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 fills a temporary position, the employee will continue to be covered by the terms of this agreement. The employee may return to the prior position when the temporary position ends, if the prior position is available. If the prior position is not available, that employee shall be returned to an available position, for which the individual is qualified, 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 at a facility covered by a collective bargaining agreement between the Employer and the Union. If a Bargaining Unit Employee voluntarily or involuntarily (not including termination for just cause) moves to another facility, the Bargaining Unit Employee shall keep their seniority.

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: voluntary resignation or retirement; unless the Bargaining Unit Employee is hired and relocated to another Avamere Facility covered by this Agreement within three (3) months of a voluntary resignation, discharge for just cause; failure to return to work upon expiration of an authorized leave of absence; Layoff in excess of twelve (12) months.

8.3 Layoff. No layoff, position elimination, or reduction in force shall result in a Bargaining Unit Employee's reduction in wages or loss of bumping rights. 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. 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.

8.4 Reduction of Hours. During temporary periods of low census, the Employer shall reduce hours in the following manner:

1. The Employer may eliminate full shifts. The Employer may also shorten the length of the work shift of one or more Bargaining Unit Employees per department, per shift.
2. 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 most senior employee on the shift.
3. If there are no volunteers, and the Employer is going to cancel a full shift or reduce hours, it will cancel shifts or reduce hours in rotating seniority order, starting the rotation with the least senior employee working the shift and progressing to the most senior employee on that shift. If a Bargaining Unit Employee will lose fifteen (15) hours in a calendar month, the Employer agrees to meet and confer with the Union regarding the impact of continuing reduced hours.
4. A Reduction in Hours shall not be considered a Layoff as defined in Section 8.3, Layoff.
5. 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 accrued Paid Time Off. If the Bargaining Unit Employee chooses not to use available Paid Time Off, then the Bargaining Unit Employee will not be paid for time not worked.
6. No Bargaining Unit Employee will lose eligibility for benefits because of hours reductions that take place, voluntarily or involuntarily, unless the Bargaining Unit Employee is scheduled (on the posted monthly schedule) for an average of less than (30) hours per week for more than (2) consecutive pay periods or as current practice allows.

8.5 Bumping. A Bargaining Unit Employee whose hours are being cut or who are 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.

8.6 Recall. 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.

1. Recall rights shall last for eighteen (18) months.
2. Bargaining Unit Employees with recall rights are called “Recallables.”
3. 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.
    a) The Recall notice shall be in the form of Exhibit B of this Agreement. In the event the Employer sends a recall notice, the Employer will immediately notify the Union. Recallables shall have twenty-four (24) hours from receipt of the Recall Notice sent by registered mail to indicate unequivocally that the Recallable will return to employment (“Yes Notice”).
    b) If the Recallable fails to provide the Yes Notice, then that Recallable has irredeemably waived his/her Recall rights.

ARTICLE 9- ASSIGNMENTS & JOB POSTINGS

9.1 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.

9.2 Internet Job Postings. The Employer may utilize an internet or other computer-based job posting and/or screening system without approval by the Union, so long as the screening component is used solely with persons who are not already Bargaining Unit Employees.

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 minimum period of seven (7) calendar days. 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 next to the facility's time clock or another mutually agreeable location that includes the date written on the notice that the posting was posted.
2. The Employer will offer the vacancy to qualified bargaining unit applicants received in the initial seven (7) day posting. The position will be offered to the 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. If not filled by a qualified Bargaining Unit Employee applicant, the Employer may then offer the position to a person outside the bargaining unit if that person is qualified. Union Stewards may post the position at any other Avamere facility covered by this Agreement. Bargaining Unit Employees at such facilities shall have the same opportunity to apply for the vacancy or new position as other non-bargaining unit applicants.

9.4 Scheduling Rights. Avamere shall maintain a printed, written schedule at each facility that employees can check at any time.

9.5 The Employer has the right to, upon fourteen (14) days' notice, change the shift, workdays or schedule of a Bargaining Unit Employee. If, prior to the fourteen (14) day period, the Bargaining Unit Employee represents in writing to the Employer that the Bargaining Unit Employee will not be able to meet the Employee's child or family care arrangements with the directed change, then the Bargaining Unit Employee will have a total of thirty (30) days from the date the Bargaining Unit Employee was informed of the change by the Employer in order to make that change. "Family care" shall mean the care of a child, parent, grandparent, or sibling, or the step relations of any of these persons, or care of a spouse or Domestic Partner as defined in Article 14 of this Agreement.

ARTICLE 10- HOURS, OVERTIME AND SCHEDULES

10.1 Work Week. The work week shall be Sunday at 12 am through Saturday at 11:59pm.

10.2 Meal Breaks. Bargaining Unit Employees working a shift of six (6) hours or more shall receive a thirty (30) minute unpaid meal break within the shift at a minimum. The meal break shall be scheduled by the department supervisor. If an employee works through all or part of his or her meal break, he or she will be paid for that time. A Bargaining Unit Employee must be pre-authorized before working the meal break and is required to note the work on the appropriate Employer documentation.

10.3 Breaks/ Rest Periods. Bargaining Unit Employees shall be entitled to a fifteen (15) minute paid rest period for every four (4) hours worked or major fraction thereof. Rest periods shall be scheduled by the department supervisor. If a Bargaining Unit Employee works through his/her break s/he will be paid for an additional fifteen (15) minutes. Further, that employee is required to immediately notify his/her supervisor, and is required to note the work on the appropriate Employer documentation.

10.4 Avoiding Interruption/ Scheduling of Breaks. Bargaining Unit Employees shall not be called back to work during their breaks except in cases where resident care will be adversely impacted. It shall be the responsibility of the supervisor to ensure that Bargaining Unit Employees are able to take their breaks by scheduling break times (in consultation with the affected employees) and, if necessary, covering the Bargaining Unit Employees' work during the break time.

10.5 Work Schedule Posting and Changes. Work schedules shall be posted as early as practical, but no later than the twentieth (20th) day of the month preceding the month on the schedule. If the Employer uses an online scheduling system, the posted schedule must match the online system. 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. This Section does not apply where:

1. Additions to hours are necessary pursuant to Section 10.6 of this Article, or

2. Reductions in hours are necessary pursuant to Article 8- Seniority, Section 8.4-Reduction of Hours.

10.6 Extra Shifts. The Employer may request that employees work extra shifts as necessary to meet operating requirements. In the event extra shifts are requested, the Administrator or his/her designee shall use the volunteer procedures below in the order in which they appear:

a. The Employer may fill extra shifts that become known to Employer 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 Employee in rotating Seniority order.
b. If a Bargaining Unit Employee is at work and the extra shift is within the Employee's classification, the Employee will be asked.
c. Bargaining Unit Employee volunteers will be asked beginning with the most senior qualified employee, including those that may not currently be at work, but are available and qualified to perform the work.
d. If the Bargaining Unit Employee works all regular scheduled shifts for the pay period, they will receive an "extra voluntary shift premium" of seven dollars and fifty cents ($7.50) added to their base rate of pay for all actual hours worked from one (1) hour up to eight (8) hours during the extra shift(s) for that pay period. If the Bargaining Unit Employee has an unexcused, unprotected absence during the pay period, the extra voluntary shift premium will be forfeit for that pay period. The extra shift premium will be paid on the following pay period.
e. If there are no volunteers to perform the work, the Employer may fill the position from any available source.
f. f. If the Employer is unable to fill open shifts after the above steps have been followed, a Bargaining Unit Employee may be required to work an additional four (4) hours and no more than four (4) hours. This will be done in rotating seniority order beginning with the least Senior Bargaining Unit Employee on shift, then moving through Bargaining Unit Employees on shift, then moving to Bargaining Unit Employees off-shift (also in reverse Seniority order) and will also be considered an extra premium shift. Bargaining Unit Employees that are required to work shall receive the extra shift premium of five dollars and fifty cents ($5.50) per hour added to their base rate of pay for actual hours worked up to four (4) hours. In determining required

shifts, Management will consider issues of hardship; including, but not limited to: childcare needs, school schedules, etc. Bargaining Unit Employees who are required to work extra hours as outlined in this section will be notified of the required extra hours no less than two (2) hours before the end of their scheduled shift, except in extreme circumstances. Bargaining Unit Employees, who are working as a result of volunteering to cover an open shift or mandated to cover an open shift (or hours), may not be required to work to cover further open shifts (or hours) in the pay period.

g. g. Extra shifts will be a topic for review and discussion at each regularly scheduled facility LMC meeting.

10.7 Scheduling Weekends Off. Weekends off will be scheduled by Employer in an equitable manner.

10.8 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.

10.9 Full-Time Employees. A Bargaining Unit Employee regularly scheduled to and that works an average of thirty (30) hours or more per week over twelve (12) months shall be considered Full Time.

10.10 Call-Off. If a Bargaining Unit Employee who reports to work when on the posted schedule is not needed by the facility, the Employee will receive work and/or pay for two (2) hours of his or her shift. 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 8.4 and will give Employees at least two (2) hours' notice by phone before the starting time that the Employee is scheduled to report for work.

10.11 Part-Time Employees. A Bargaining Unit Employee regularly scheduled to and that works less than 30 hours per week over twelve (12) months shall be considered Part Time. Except as set

forth in Article 13, Paid Time Off, Part-time Bargaining Unit Employees will not receive any benefits.

10.12 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, may 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 supervisor 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 is designated by the supervisor or the facility Administrator to be responsible for scheduling .

10.13 Per Diem Employees. The Employer may hire a limited number of Per Diem Bargaining Unit Employees. Per Diem Bargaining Unit Employees are Employees who do not have regularly scheduled hours and may be called in to provide coverage for absent Bargaining Unit Employees. Per Diem Employees must work a minimum of two (2) shifts of work in a month in order to maintain employment. Those Per Diem employees that fail or refuse to work a minimum of two (2) offered shifts a month will have voluntarily resigned from the Per Diem employment. Per Diem Bargaining Unit Employees will not be eligible for benefits.

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

10.15 CMA Staffing. CMAs shall not be assigned residents for purposes of meeting minimum CNA staffing ratios on day shift and when there are less than two (2) CMAs on evening and NOC shifts. CMAs and ~~RAs~~ should be given 24 hour advance notice before being pulled to the floor to be assigned residents, if conditions allow. CMAs cannot be assigned residents and passing medications at the same time as is prohibited by state law.

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. A Bargaining Unit Employee shall be paid her/his regular rate of pay for up to three (3) scheduled working days absence in the event of the death of an immediate family member. For the purpose of this Article, "immediate family" shall include the employee's parent, spouse, sibling, grandparent, child, grandchild, corresponding "step" relations, in-law relations, domestic partner or another member of the immediate household. "Domestic partner" shall mean a person of either gender who is neither married nor related by blood or marriage to the employee; is the employee's sole spousal equivalent; lives together with the employee in the same residence and intends to do so indefinitely; and is responsible with the employee for each other's welfare. A domestic partner relationship may be demonstrated by any of the following types of documentation: a) a joint mortgage or lease; b) designation of the domestic partner as beneficiary for life insurance; c) designation of the domestic partner as primary beneficiary in the employee's will; d) domestic partnership agreement; e) powers of attorney for property and/or health care; and f) joint ownership of either a motor vehicle, checking account or credit account.

14.2 Jury/Witness Duty Leave. A Bargaining Unit Employee who is called to serve as a juror shall receive pay for each work day missed, for up to three (3) days paid leave. A Bargaining Unit Employee who is subpoenaed as a witness in any court shall receive unpaid leave; if, however, the Bargaining Unit Employee is called as a witness in a matter in which the Employer is a party, the Employee will be paid for that time.

ARTICLE 15- UNPAID LEAVE

Bargaining Unit Employees who have 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 this Agreement.

15.2 Non-Work-Related Disability Leave. Bargaining Unit Employees who are disabled due to injuries, illness, or pregnancy, will be eligible for disability leave of up to six (6) months. A disability leave may run concurrent with Family leave. The Employer may fill the position. Leaves for more than six (6) months may be granted at the discretion of the Employer. At the end of any such leave (regardless of duration), the Bargaining Unit Employee shall be returned to a position that is comparable in terms of pay and job classification, but which may be on a different shift.

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

15.4 Union Leave. A leave of absence for a period not to exceed six (6) months shall be granted to one Bargaining Unit Employee during the term of this contract in order to accept a full-time position with the Union, provided that such a leave will not interfere with the operation of the Employer. At the end of any such leave, the Bargaining Unit Employee shall be returned to a position that is comparable in terms of pay and job classification, but which may be on a different shift.

15.5 Retention Leave. Avamere may grant a Bargaining Unit Employee an additional unpaid, protected leave of absence for ongoing personal medical/mental health issues. Employees who have been employed a minimum of one (1) year, have exhausted available disability, State and/or federal leave options and are unable to return to work due to an ongoing serious health condition may be granted an additional 12 weeks of unpaid leave. The Employee must provide the employer

with supporting documentation provided by a licensed healthcare provider every 30 days to confirm the necessity for continued leave. If the employee is able to return to work within the additional twelve (12) weeks, then the employee shall be returned to active employment in the position previously held. If that position is no longer available, the returning employee may be reinstated to any available position for which the employee is qualified. The returning employee may not displace or bump another employee in order to resume employment. The employee will not accrue additional time off benefits and will be required to pay the employee portion of any applicable insurance premiums during the leave. The employee will be credited for all of their seniority during the leave period, upon return to work. Continuation of benefits during a Retention leave will be the sole responsibility of the employee on leave.

15.6 Other Leaves. Leaves of absence may be granted by the Employer at its sole discretion.

ARTICLE 16- RETIREMENT

The 401(k) plan will continue with the following provisions:

16.1 Eligibility. Eligibility after ninety (90) days of employment and eighteen (18) years old or older.

16.2 Employee Enrollment. Employees will be automatically enrolled in a 401(k) plan once the employee passes their 90 day probationary period. Employees may decline automatic enrollment.

16.2 Employee Contribution. Employee can defer up to the maximum amount allowed by law.

16.3 Employer Match. The Employer may, in its sole discretion, match the Employee's contribution, which is not discretionary.

16.4 Contribution Amounts. Contributions must be made in whole percent increments.

16.5 Hardship Withdrawals. Hardship withdrawals are available for the Employee under federal law. Employee loans against 401(K) accounts are not available.

16.6 Provider Changes. If the Employer changes 401(K) provider, then the Employer will notify the Union.

ARTICLE 17- TUITION ASSISTANCE

17.1 Program. The Employer will pay tuition and books/supplies for qualified full-time Bargaining Unit Employees 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.

17.2 Application Process. To apply for the continuing education benefits, the Bargaining Unit Employee must:

1. Submit a written proposal, to include class sought, requirements to be completed, time frame, estimated costs, projected classes, and the Employee's goals once the education requirement is completed. The facility administrator must sign off on it.
2. Have an excellent evaluation from the facility immediately prior to the formal education request;
3. Sign an agreement that states that the cost of education will be repaid to the Employer from the employee's paycheck under the following conditions:
    a. Failure to complete the course with a passing grade of C or better;
    b. Bargaining Unit Employee resigns or is terminated within one (1) year of the date of completion of the course.

17.3 Eligibility. The Bargaining Unit Employee must work at least one (1) year before being eligible for educational benefits. The Company's management designee, who has the option of interviewing the Bargaining Unit Employee to review the education benefit, will review the proposal.

17.4 Certification and Renewal Fees. The Employer shall reimburse for the following: C.N.A., C.M.A., RA, CPR, and Food Handlers certification. The Employer shall reimburse Bargaining Unit Employees within 30 days of receipt for fees paid to maintain certifications required as a condition of employment in their job classifications.

*Tuition Assistance will be considered a loan that is made for the exclusive benefit of the Bargaining Unit Employee. The only purpose of defining this as for the "exclusive benefit of the Bargaining Unit Employee" is that the loan be repaid to the Employer, including but not limited to his/her last paycheck. The loan is repayable only under the following conditions:
Failure to complete the course with a passing grade of C or better;
Bargaining Unit Employees resigns or is terminated within one (1) year of the date of completion of the course.

ARTICLE 18- EMPLOYEE RIGHTS AND JUST CAUSE CORRECTIVE ACTION

18.1 The Right to Organize. Avamere employees have the right to participate in or decline to participate in union activities as defined by applicable law. Neither the Union nor the Employer coerce, intimidate or discriminate or retaliate against any
Employee for participation or declination to participate in union activities. If Either the Union or the Employer believes an employee, the Union or the Employer to be in breach of this Article, then senior Union and Employer representatives shall meet to discuss the issue and possible resolutions, before discipline is issued to any employee.

18.2 Just Cause. The Employer shall have the right to engage in Corrective Actions, which may include discharge (also referred to as termination) or discipline, with any Bargaining Unit Employee, when the Employer has found just cause for Corrective Action. Corrective Action shall be issued with the intent to improve the performance of the employee, to reduce or eliminate disruptive and inappropriate conduct to support the employee's success and/or improve the work environment. Corrective Action cannot be issued in a discriminatory or retaliatory nature. The grounds for Corrective Action, including discharge from employment are set forth in the Employer's Employee Handbook and Policies. Those grounds listed are examples only, and are not an exclusive list. The Union and Employer acknowledge the Employer's right to have Corrective Action policies in its Employee Handbook so long as the Employer follows the principles of just cause. Offenses warranting immediate discharge shall include but not be limited to a single serious action or inaction that is misconduct towards a resident, or repeated action or inaction that is abuse or neglect. To decide if an action or inaction is Serious, the Employer shall consider the following factors (no one factor is determinative, but all factors should be considered when deciding if the action or inaction was Serious):

- Was there physical or psychological injury to the resident?
- Were immediate remedial steps taken by the Bargaining Unit Employee?
- Was there recognition and contrition on behalf of the Bargaining Unit Employee?
- Do the Bargaining Unit Employee's actions show disregard for the resident?
- Did failure to follow the care plan cause injury to the resident?

- Was it reasonable to expect the Bargaining Unit Employee to know what should have been done?

A government finding of abuse or neglect is not required for a conclusion that the Bargaining Unit Employee's action or inaction is defined as such. Notwithstanding any other language in this Agreement, any Bargaining Unit Employee terminated and who is later found responsible for abusing, neglecting or mistreating a resident in a final administrative action that is not under appeal or in a court of law shall be deemed to have been terminated with just cause. Further, any Bargaining Unit Employee terminated because the Employer is legally required to do so shall be deemed to have been terminated for just cause.

18.3 Resident Information. Where a Bargaining Unit Employee Grievance involves direct resident information, the Employer's failure to produce the affected resident as a witness shall in and of itself not be grounds to overturn a discharge, suspension or other Corrective Action issued for misconduct towards a resident provided the Employer has other means of establishing evidence against the Employee.

18.4 Corrective Action Process. If a supervisor has reason to issue Corrective Action to a Bargaining Unit Employee, the supervisor shall make a reasonable effort to impose such Corrective Action 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. All employees are entitled to be treated with respect and dignity at all times. If any conversation may lead to Corrective Action, the employee shall be informed of such and shall be given the opportunity to have Union representation present during such conversation. Such conversation shall include the supervisor's explanation of why the Bargaining Unit Employee is being investigated or issued Corrective Action. The supervisor may also elect to have a witness present during the conversation. In a situation involving suspension of a Bargaining Unit Employee, the supervisor will provide explanation to the Bargaining Unit Employee for why the suspension is being given before the suspension begins. If a suspension is given for the purpose of investigation and such investigation is unable to substantiate the allegation(s) then the Bargaining Unit Employee will be paid for the time spent on suspension. The Bargaining Unit Employee will receive that pay on the pay period following the suspension.

18.5 Principles of Progressive Discipline. Except for offenses so serious as to warrant immediate termination, the Employer will apply the principles of progressive discipline when issuing Corrective Action. The principles of progressive discipline shall be used except when the nature of the problem requires more serious immediate Corrective Action.

The Union acknowledges that the Employer has the legal right to issue documented verbal coaching and counseling. Coaching and counseling is not considered formal progressive discipline, but an opportunity for the Employer to educate bargaining-unit employees (including, but not limited to) policies, procedure and performance. As such, the Union is prohibited from filing a grievance for documented coaching and counseling. The Employer shall automatically deny grievances filed against documented coaching and counseling.

Progressive discipline includes the following steps:

Step 1	Documented Written Warning
Step 2	Documented Written Warning #2
Step 3	Final Written Warning
Step 4	Termination of Employment

18.6 Discharge and Suspension Notification. The Employer will notify the Union in writing of any suspension or involuntary termination of employment of a Bargaining Unit Employee within forty-eight (48) hours (exclusive of Saturdays, Sundays, and holidays) from the time of suspension or termination.

18.7 Grievances. Grievances about termination of employment will start at Step 2 of the grievance process.

18.8 Corrective Action in the Personnel File. All records of Corrective Action will be retained in the employee's personnel file. Corrective Actions will be valid and active for a period of at least twelve (12) months, unless concluded earlier at the sole discretion of the employee's

immediate supervisor. A record of Corrective Action related to resident care shall be active for twenty-four (24) months after it was issued, except that if a Bargaining Unit Employee receives a related discipline during the twenty-four (24) month period, the original Corrective Action will active until twenty-four (24) months have elapsed during which the Bargaining Unit Employee received no related Corrective Actions. This provision shall not apply to Corrective Action issued for resident abuse, resident neglect, sexual or racial harassment, medication errors, or other behavior that violates state or federal law which will have no expiration date.

ARTICLE 19- PERSONNEL RECORDS

19.1 Personnel Files. Personnel files are the Employer's property. A Bargaining Unit Employee shall be permitted to examine all materials in her/his personnel file within three (3) working days of making such a request. The records may be reviewed in the presence of an Employer representative. The Bargaining Unit Employee may request in writing and will receive a copy of the personnel files within five (5) working days, upon written request. "Working days" shall mean non-weekend/holiday days.

19.2 Disciplinary Materials and Evaluations. No disciplinary material and/or evaluations shall be placed in a Bargaining Unit Employee's personnel file unless the employee has had an opportunity to review, sign and receive a copy. Signing a Corrective Action form constitute acknowledgement of the document but does not necessarily represent agreement with the Corrective Action. Refusal to sign a Corrective Action does not invalidate the Corrective Action. An Employee has the right to attach a written statement to the Corrective Action expressing the employees own views. Such a statement will be included with the Corrective Action in the employee's personnel file.

ARTICLE 20- GRIEVANCE & ARBITRATION PROCEDURE

20.1 Intent**.** It is the desire of the parties to resolve issues and conflicts informally and at the lowest level whenever possible. Employees have a right to Union Representation for any dispute arising out of the application of this Agreement. At every level of the grievance process the Employer will inform the employee of this right prior to meeting with the employee. The employee is responsible for obtaining a Union representation to attend any investigatory, disciplinary and grievance meetings. To the extent possible in a timely manner, the Employer shall honor the employee's choice of representative.

20.2 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. An employee may be assisted or represented by a representative of the Union at any step in the grievance procedure.

20.3 Grievance Time Limits**.** A grievance must be filed in writing within thirty (30) calendar days of the event giving rise to the concern or the date the event became known or should have become known to the employeeTime 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.20.4 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. 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.

20.5 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 with the assistance of a Union representative shall present a grievance in writing to the administrator. 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 remedy requested; and,
5. the names of the grievant(s) and union representatives presenting the grievance.

The Union representative and the administrator shall arrange a mutually agreeable date to meet within fifteen (15) calendar days from the Administrator's receipt of the grievance for the purpose of reviewing and, where possible, attempting to settle the matter. The Administrator shall provide a written response to the written grievance within fifteen (15) calendar days following the grievance meeting. The written response will be provided to the employee and the union representative.

If the Union has requested information from the Employer to which it is legally entitled and the Employer has not provided a response to the information request at least seventy-two (72) hours prior to the scheduled Step 1 grievance meeting, the Union shall have the option of postponing the hearing to a mutually agreeable date.

20.6 Step 2 – **Grievance Appeal.** If the parties are unable to resolve the dispute at a Step 1, the Union may appeal the grievance to Step 2. The Union has fifteen (15) calendar days from receipt of the Step 1 response or lack of response to notify the Employer's Director of Human Resources in writing (such as email) of the Union's appeal of the grievance to a step 2.

Upon receipt of the written Step 2 grievance appeal, the Director of Human Resources shall coordinate a Step 2 grievance meeting. The Director of Human Resources, the Employer's Designated Leadership representative and the Union shall meet within fifeteen (15) calendar days to conduct the Step 2 grievance meeting. The Director of Human Resources and/or Designated Leader will provide a written response to the Union representative, within fifteen (15) calendar days following the date of such meeting.

If the Union has requested information from the Employer to which it is legally entitled and the Employer has not provided a response to the information request at least seventy-two (72)

hours prior to the scheduled Step 2 grievance meeting, the Union shall have the option of postponing the hearing to a mutually agreeable date.

20.7 **Optional Mediation.** If a grievance is not resolved at Step 2, either party may request, in writing, within fifteen (15) calendar days of the Step 2 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.

20. 8 Step V – Arbitration. If a grievance is not resolved at step 2 and the parties have not entered into Mediation, the Union may appeal the issue to arbitration by providing written notice to the Employer's Director of Human Resources within fifteen (15) calendar days from the date of receipt of the Employer's response, or lack thereof to the step 2 grievance. 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.

After the union has notified the Employer of an appeal to arbitration, the Union will initiate the Arbitrator Selection Process.

a) **Arbitrator Selection Process.** If the Employer and the Union have not mutually established a permanent panel of arbitrators, 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, or at the earliest date upon 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 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 fifteen (15) 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.

20.9 Summary Grid of Grievance Timelines.

Process	Submission Timeline	Submission Process	Grievance Meeting Schedule	Employer Response Timeline
Optional Informal Discussion	As soon as possible.	Verbal or written discussion with immediate supervisor or other Employer representative.	As soon as possible.	verbal response to the grievant and/or Union representative within 15 calendar days of the informal discussion.
Step 1	Within 30 calendar days of the issue occurred or when the employee learned about it or received a response to the optional informal discussion.	Written (often via email) grievance issued to facility administrator.	Step 1 grievance meeting must occur with administrator within 15 calendar days of the Employer's receipt of the written grievance.	Written response to the Union and grievant within 15 calendar days of the step 1 grievance meeting.
Step 2	Within 15 calendar days of receipt of the Employer's response (or lack of response) to move a grievance from Step 1 to Step 2.	Written (often via email) notice of Step 2 escalation to HR Director.	A step 2 grievance meeting must occur with HR Director within 15 calendar days of the Employer's receipt of the Step 2 notification.	Written response to the Union and grievant within 15 calendar days of the informal discussion.
Optional Mediation	The Union has 15 calendar days file for optional mediation.	Union notifies FMCS and the HR Director in writing	As soon as possible. Does not interfere with arbitration filing or scheduling dates.	
Arbitration	The Union has 15 calendar days to file a step 2 grievance from the Employer's response (or lack thereof) to move a step 2 grievance to arbitration.	Union notifies Employer's HR Director in writing and notifies FMCS	Within 60 days of selection of the arbitrator, or as soon as the arbitrator's schedule allows.	

ARTICLE 21 – No Proposed Changes, Current Contract Language

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 22 - TA'd in separate document 3-22-21

ARTICLE 23- SAFETY AND TRAINING

The employer shall carry out its obligations to provide a safe and health workplace environment, as set forth in applicable federal, state, and local laws and regulations.

23.1 Safety Rules and Regulations. The Employer shall be responsible for enforcement of such rules and regulations and of its own safety rules and regulations. This includes, but is not limited to, the implementation and maintenance of Emergency Preparedness plans for each facility.

23.2 Emergency Preparedness Committee & Plans. Each facility will maintain an Emergency Preparedness Committee responsible for the development and implementation of an Emergency Preparedness plan to address infectious disease, pandemic and other forms of emergency that may impact one or more facility. At each facility, the employer and the bargaining unit members employed at the facility will each designate committee members. Facility Emergency Preparedness Committee membership will not exceed **3** bargaining unit members and **3** non-bargaining unit members. Bargaining unit employees will be paid for participation in scheduled meetings. Emergency Preparedness Committees will meet a minimum of twice a year.

Emergency Preparedness plans will address requirements issued by federal, State, and local authorities as well as specific or unique needs of a facility and the patient/resident population. This may include but is not limited to:

- Protocols for resident admission, transfer and/or transport
- Personal Protective Equipment and other equipment requirements for specific disasters.
- Disaster planning, drills and other forms of training
- Partner and cooperative relationships with other organizations, local, State and/or federal agencies
- Emergency staffing plans
- Food and water distribution
- Employee Impacts due to an emergency.

Bargaining unit employees will participate as members of the Emergency Preparedness Committee and contribute to the development of the Emergency Preparedness plan as allowed for or required

by State and federal law. Additional input regarding the Emergency Preparedness plan may be directed to the Emergency Preparedness Committee through the facility's Safety Committee and Labor Management Committee.

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

23.4 Infectious Disease. The Employer shall provide Bargaining Unit Employees with information about residents' infectious diseases provided that such information does not compromise HIPAA or otherwise infringe upon residents' rights to confidentiality.

23.5 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) and COVID-19 tests (if conditions at a facility warrant testing) 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. Additional tests and vaccines may be agreed upon by the parties in the event of a declaration of emergency by state or federal health authorities.

23.6 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 the Administrator's absence, the Administrator's designee. Whether the situation constitutes an unsafe condition will be based upon safety guidelines to be determined by the Labor-Management Committee and the Safety Committee.

23.7 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 approp1iate 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. The employer will conduct training on the facility's Emergency Preparedness plan. The Emergency Preparedness plan training will be conducted twice each calendar year. All bargaining unit employees must attend Emergency Preparedness training and shall be paid for time spent in such training.

23.8 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 24 - NO STRIKE/NO LOCKOUT

24.1 No Strike/ No Lockout. 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.

24.2 Union Notification. If an Employee or Bargaining Unit 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 Bargaining Unit Employees to cease such action and promptly return to their jobs.

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

24.4 Union Communication. In the event of a violation of the no-strike provision, the Union will:

- Publicly disavow such action by the Bargaining Unit Employees;
- Notify the Bargaining Unit Employees of its disapproval of such action and instruct such Bargaining Unit Employees to cease such action and return to work immediately;
- Post notices on Union bulletin boards advising that it disapproves of such action and instructing Bargaining Unit Employees to return to work immediately.

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

ARTICLE 25- SUCCESSORSHIP.

In the event a facility is to be sold, assigned, leased or transferred, the Employer shall notify the Union in writing, at least sixty (60) calendar days prior to such transaction, subject to SEC and other applicable laws and regulations. Such notice shall include the name and address of the prospective new owner, assignee, lessee or transferee. The Employer shall meet with representatives of the Union to bargain over the effects of the transaction on bargaining unit employees, not later than forty-five (45) days prior to 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.

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

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

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

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

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

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 26- HEALTH INSURANCE

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

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

26.3 Health Care Joint Committee. The Employer and the Union shall establish a joint committee for the purposes of maintaining quality, affordable health care for bargaining unit employees. The committee shall have three (3) bargaining unit employees selected by the Union and three (3) Employer representatives. Meetings shall take place at least once per year, a minimum of ninety (90) days before health care insurance plan renewals, and the bargaining unit employees shall be paid her/ his base hourly wage for all hours worked during committee meetings The Health Care Joint Committee (or the regional LMC) shall mutually decide with the Employer as to whether to continue the previously negotiated $50 dollars a year to go towards employer-provided healthcare premiums. "The Employer shall negotiate with plan providers during the life of this Contract, and shall, in good faith, agree to such plan designs. Plan design shall be discussed at the health care joint committee. The Employer shall use its best efforts to try to maintain a plan providing similar benefits for similar costs, including normal inflationary increases for health insurance in the same geographic area. The Union shall include one members of the health care joint committee at negotiations towards any new or revised health, dental and life insurance plan. This employee shall be empowered to comment upon the plan negotiations, but all decision-making authority shall rest with Employer. Employees shall be paid for this time.

26.4 Employee Contributions**.** The Employer shall pay seventy-eight (78%) of the health insurance premium for full-time employees who enroll in the Employer sponsored employee only

medical plan. The Employer will pay eighty-five percent (85%) of the cost for employees who enroll in the Employer's wellness program.

26.6 Employee Eligibility**.** The Employer shall not change hours for employees for the sole purpose of limiting eligibility to health benefits coverage.

26.7 Spousal Coverage. The Employer will allow employees to enroll spouses in their medical insurance plans during the next open enrollment period. If, as a result of this Article, employee spouses who have coverage through the Affordable Care Act are made ineligible for such program or credits, or experience significant cost increases, the Union shall have the ability to modify the Employer's obligation to provide health coverage at the next available open enrollment opportunity in a manner that will restore such eligibility for all eligible spouses, provided the modification does not result in an increase in the cost to the Employer.

26.8 Health Care Trust**.** The Employer will abide by any Letter of Agreement regarding solutions to Health Insurance Coverage resulting from negotiations between the Alliance of Employers and the Union through the SEIU Alliance Labor Management Committee.

ARTICLE 27– SUBCONTRACTING & INSOURCING

27.1 **Insourcing.** In the event that the Employer insources any previously subcontracted bargaining unit employee, the Union and the Employer shall immediately bargain of the impacts, within fourteen (14) calendar days of Employer notice. The parties agree that the following items must be included in a final settlement of negotiations:

1) The Employer shall directly hire as many impacted employees as possible into open positions for which the employees are qualified or can be retrained to do with minimal training.
2) The Employer shall honor the original hire date of impacted employees for the purpose of seniority.
3) The Employer shall abide by all state and federal laws and regulations.

27.2 Sub-Contracting. The Employer agrees that there shall be no sub-contracting of bargaining unit work, with the exception of existing subcontracted Housekeeping and Laundry services, 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. The 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 Subcontracting ("Subcontracting MOA") in Appendix XX. ~~If the Sub-Contractor refuses to sign this MOA, then the sub-contractor contract shall be voided.~~

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 agree to voluntarily recognize the subcontracted employees under a card check neutrality process in Appendix D.

ARTICLE 28 – STAFFING

The Parties are committed to staffing facilities at levels that are safe and provide for great quality care of residents and patients. The parties agree to work with the Union to implement the principle related to staffing that were agreed to via consensus under the Interest Based Bargaining Process (IBB), referenced in the Letter of Agreement - IBB.

The employer and Union agree to establish a staffing subcommittee within 30 days of contract execution consisting of 3 union members and 3 management representatives to explore staffing solutions to include but not be limited to the following:

- CNA staffing solutions including evaluation of acuity based staffing models.
- CMA staffing patterns to include acuity based staffing
- Staffing patterns for subcontracted bargaining positions (i.e. Housekeeping, Laundry, etc.)

The subcommittee will conclude its work no later than 90 days from initiation of the sub-committee. Recommendation will be made to the statewide LMC and each facility. Recommendations may include potential pilot programs to evaluate potential solutions.

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. 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 May 1st, 2021 or thirty (30) days after ratification, whichever is later, and shall remain in full force and effect through September 30, 2024, 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, 2024, 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.

ARTICLE 31 – COLLECTIVE BARGAINING AGREEMENT TRAINING

The Employer and Union agree to facilitate a joint Collective Bargaining Agreement Training, at each facility, within one hundred, twenty (120) days of the ratification date of this Agreement. This training shall include participants from Avamere Health Services LLC, SEIU, HCSG and the Avamere bargaining team and elected stewards. This is a one-time training session to last no more than one (1) hours in duration. Bargaining Team and/or Elected Stewards will be paid his/her regular rate of pay for this training not to exceed four (4) bargaining unit employees in attendance. The four (4) Bargaining Unit Employees will not be put into overtime status as a result of attending this meeting. The purpose of this training shall be to review language within this Agreement that reflects the following:

- Changes to contractual language policies or procedures that were in effect prior to the effective date of this Agreement.
- New contractual language, policies or procedures
- Process for facility and State LMCs

The Employer and Union, at this training, will also review shared goals and next steps in regard to advocating for Nursing Home Funding and improved Census.

UNION SECURITY NOTICE: EXHIBIT A - Current Contract Language, No Change

Dear Union Represented Employee,

Under the terms of the collective bargaining agreement in effect between your union SEIU Local 503, OPEU, and the employer, you must either become a member and pay dues or pay a fair share fee. Payment of dues or fair share fee is a condition of continued employment. Dues or fair share fee will be deducted through payroll deduction from your check. Dues are based on regular hours worked, not on overtime.

You will receive a union membership application in the mail soon, along with a copy of your union contract and information about additional union benefits.

If you have any questions regarding the union, you can contact your union steward or officers or call the SEIU Local 503, OPEU office at 1-844-503-SEIU (7348).

RECALL NOTICE: EXHIBIT B - Current Contract Language, No Change.

Dear Union Represented Employee,

Under the terms of the collective bargaining agreement between your union, SEIU Local 503, OPEU and the employer, whenever a vacancy occurs while Bargaining Unit Employees are laid off, Bargaining Unit Employees who are qualified to fill the vacancy are recalled in order of seniority as long as it is within eighteen months of the layoff.

You are being recalled to work and have the option to return to employment. You have 24 hours from when you've received this letter to indicate whether or not you want to return to employment. If you do not notify your employer within 24 hours then you will have waived your right to be recalled. Please contact your union steward or call the SEIU local 503 office at 1-844-503-SEIU (7348) if you have any questions.

Letter of Agreement - Interest Based Bargaining & Contract Finalization

The parties recognize the unprecedented amount of time, energy and work that both parties invested in 2021 successor contract negotiations. The parties reached agreements on broad principles via consensus through a modified Interest Based Bargaining process and individual workgroups. To this end, the parties have until July 1st, 2021 to incorporate the agreements made through IBB into the actual contract language. The timeline may be extended by mutual agreement. The broad principles that were agreed to via IBB are listed below. While this list is meant to be comprehensive, it is likely that there are additional agreements that the parties made, but were not captured in the IBB bargaining notes (especially workgroups). Neither party is restricted to bringing up items through this process that either side believes there is agreement on:

IBB Potential Solutions List

Staffing & Retention Discussions

- Six month trial period for the float pool - continuation upon mutual agreement.
- ~~Allowing for~~Facility based bonusses ~~etc~~to enable ~~permission to~~ administrators to offer immediate incentives to staff to pick up extra shifts~~— INSTANT GRATIFICATION~~.
- On-call ~~should be required to~~minimum work obligations, (i.e. at least two shifts per month). ~~This establishes a minimum expectation.~~
- If an on-call person does not work for 90 calendar days, on-call folks are terminated per Avamere policy.
- Standardization of terminology (i.e. ~~T~~the term per diem should be eliminated. On-call is sufficient).
- Mandation and call-outs ~~ARE~~ tracking~~ed~~ and reports~~ed~~.

- ~~We somehow~~ Limitations on repeated mandation ~~repeatedly~~ for the same ~~staff person~~bargaining unit employee.
- CMA staffing ratio, a housekeeping ratio based upon a number of factors, admissions count towards CNA staffing ratios,
- ~~The ability for Avamere to issue schedules on 20th day of the month, with some facilities producing schedules sooner.~~ [LA1]
- ~~Ability to do f~~Flexible scheduling, facility by facility in LMCs, for alternative scheduling, (i.e. ~~including~~ moving off 4 on~~/~~-2 off, overlapping, 4, 8,12 hours shifts.
- Acuity based staffing model pilot project.
- ~~Direct reporting system between the Union and Avamere about s~~Short staffing tracking and reporting. Clear line of communication on short staffing concerns.
- Ceall in order for open CNA shifts/when CNAs are working under ratios.
- S~~s~~hort-staffing penalty pay.
- Housekeeping issues and concerns including total and/or maximum number of daily Discharge Cleanings within a facility or assigned to an individual employee.

Precepting, Training ~~Workgroup~~ and Mentoring Discussions

- ~~(principles agreed to 3-30-21):~~
- ~~Objective:~~ New Hire~~s will be given a consistent~~ on-boarding training to perform the duties expected in these roles to provide quality of care….
    - **Two (2) month Process*
    - One (1) month skills/class
    - Two (2) weeks Knowledge
    - Two (2) weeks Skills
    - One (1) month floor training
    - Two (2) weeks Intermediate Care Facility

- Two (2) weeks Skilled Nurse Facility
- *Transfers within AL orientation – (1-2 days)

- Experienced~~.~~ ~~CNA~~CNA ~~should receive only 2 weeks~~ orientation.
- Reevaluate to determine if ~~new hire~~employees need~~s~~ additional orientation and training ~~more after the 2 week period~~.

- Expectation of preceptors:
  - Preceptors will be readily available and provide contact numbers, responsible for completion of check off skills, and new hire training paperwork (packet), etc.
  - We would like to see preceptors in the building with a lead being on each shift. 2 per shift, maybe 1 on NOC. If Avamere wants 1 preceptor per shift at small facilities, they will bring it up at an FACILITY specific LMC.
  - Each facility will have their~~-~~ own preceptors, per application process (below).
  - Notes: no floating preceptors. Preceptor from facility can access preceptors (this is a request, it's not mandated) from other facilities accordingly in case of absences etc . Can travel to closest location to receive appropriate train-the trainer .
- Preceptors: (Application consideration)
  - Must have minimum two (2) years CNA experience, could apply sooner based on work evaluation.
  - Good Report (Time management, experience, charting, attendance, etc)
  - Applications must be filled out and turned in to the DNS and/or Administer. Upon receiving application lead preceptors would be contacted to start interview process with administration.
  - Preceptors would be required to complete one (1) week training should be have standardized training class in a standardized training location.

APPENDIX D: NEUTRALITY AND VOLUNTARY RECOGNITION PROCESS AGREEMENT

It is the intent of Avamere (the Employer) to take a positive approach to the unionization of its non-supervisory employees. To this end, the parties agree to adopt the following procedure for determining employee representation issues in Oregon, entitled the Employee Free Choice Procedure (EFCP). Accordingly, the Employer and the Service Employees International Union Local 503 (the Union) hereby make the following promises and agreements:

1. The Employer and Union recognize that national labor law guarantees employees the right to choose whether or not to be represented by a labor organization to act as their exclusive bargaining representative for purposes of collective bargaining, as well as the right to refrain from engaging in any or all such activities.

2. The Employer agrees that it will not take any action or make any statement that, directly or indirectly, states or implies any opposition to its employees becoming members of the Union, and that it will not discriminate, interfere with, restrain, or coerce these employees regarding membership in the Union or participation in activities on behalf of the Union.

3. The Employer agrees not to discipline, discharge or otherwise discriminate against any employee due to the fact that such employee joined or engaged in lawful activity in support of SEIU or the Employee Free Choice Procedure. The Union will not coerce or threaten Avamere employees in an effort to obtain authorization cards.

4. SEIU shall not engage in disparaging campaigns, strikes or other economic action, including picketing, leafleting, sticker or button campaigns in conjunction with its organizing efforts under this procedure so long as the Employer complies with its obligations under this agreement.

5. The Employee Free Choice Process shall begin when the Union notifies to the Employer of its intent to organize employees. The bargaining units that the union may attempt to organize are

listed in Exhibit A. The parties may modify Exhibit A by mutual agreement. The group of employees who comprise the bargaining unit shall include all eligible employees. Charge nurses, supervisory, and confidential employees shall be excluded. Within 14 calendar days of notification, the parties shall meet to discuss any concerns and define the scope of the bargaining unit.

6. The Employer will grant the Union reasonable access to its premises and its employees, provided there is no interference with the conduct of the Employer's business or with the performance of work by the employees during their working hours. Such access shall include the right to post notices on Employer bulletin boards and in employee mailboxes. In addition, at the parties' discretion, there may be a joint meeting with employees, representatives of the Union, and the Employer at which the Employer will inform employees that it has no objection to employees exercising their right to join or not join a union and there will be no punishment or retaliation against employees who choose to do so. SEIU will also meet with employees during non-work time in non-worksite areas to discuss unionization.

7. Upon the Union's request, the Employer will provide the Union with a list of names, dates of hire, addresses, home and cellular telephone numbers (if available), email address (if available), classifications and work locations of employees employed in its present or future facilities within classifications that the Union seeks to represent. The Employer will notify employees of the union’s request for information and will honor any individual employee’s request to be excluded from the lists provided to the union. All information provided to the Union shall be used only for purpose of the Employee Free Choice Procedure.

8. The Union may solicit authorization cards from employees, at SEIU’s expense, through various methods, including meetings and visits to the employees; provided that no such solicitations shall take place during working time and Union representatives shall not approach employees while they are on duty when those employees are performing job related functions. The Union will not coerce or threaten any employee in an effort to obtain authorization cards.

9. The Employer agrees to voluntarily recognize the Union upon a showing of majority status, defined as 51%, in the designated unit. Proof of majority status shall be based on signed authorization cards or petitions verified, by a mutually agreeable third party. Such third party also will be empowered to resolve any disputes that may arise concerning the signed cards.

10. The parties will make a good faith effort to bargain contracts in all affected facilities in an efficient and peaceful manner. In the event that a dispute arises concerning contract bargaining, the parties agree to arrange a meeting between the CEO of the Employer and the Executive Director of SEIU to attempt to resolve problems in a manner that will avoid contract terminations, unilateral contract implementations, or strikes.

11. If the parties are unable to reach an agreement on a first contract for a newly organized worksite/unit after 150 calendar days, then the Union may engage in lawful protected public activity, such as informational pickets, excluding a strike. The 150 calendar day period may be extended by mutual agreement between the parties.

12. The Employer agrees that the above provisions shall be made equally applicable to any entities under its direction or control, and to all successors or assigns. The Employer further agrees to take all steps necessary to ensure such applicability and to enforce such terms against any such entity, successor or assign in the event of default.

13. In the event that the Employer or the Union fails to comply with any of the obligations set forth above, the parties agree to submit the matter for expedited; binding resolution by an impartial arbitrator selected pursuant the rules of the American Arbitration Association. The Arbitrator shall have authority to enter an award for full remedial relief including attorneys' fees and arbitration costs.

Exhibit A:

As of ~~April~~ May 1st, 2021, the parties agree that the following worksites will be eligible to participate in the Neutrality and Voluntary Recognition Process as defined in Appendix D:

- ~~The Arbor as Avamere Court,~~ Keizer Campus Operations, LLC.
- The Pearl on Kruse Way
- Oswego Grove, Avamere Lake Oswego Operations Investors, LLC.

~~By July 1st, 2021, the parties shall meet and discuss adding the following employers/worksites to Exhibit A. Per Appendix D, the parties must mutually agree to add employers/worksites. If the Employer does not agree to add an employer/worksite to Appendix A, then the employer/worksite will not be added. Potential employers/worksites to be discussed may include, but are not limited to:~~

- ~~Signature Healthcare at Home~~

Appendix XX

SUBCONTRACTING MEMORANDUM OF AGREEMENT

It is hereby agreed by and between[Subcontractor] (the "Employer"), and SEIU Local 503 OPEU (the "Union") as follows:

1. The Employer recognizes the Union as the exclusive collective bargaining agent for all full-time and regular part-time Housekeeping, and Laundry employees (if any) employed by the Employer at the following facility operated by [Operator's Legal Name]: [Facility dba Name & Address]. Excluding: All other employees, confidential employees, managers, guards, and supervisors as defined in the Act.

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

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

b. All bargaining unit eligible employees working for Employer at the facility in housekeeping and/or laundry will be hired by the Sub-Contractor.

c. Employer's health and dental benefits will be the equivalent or better.

d. The terms and conditions of employment set forth in the Employer's Employee Handbook, as modified from time to time, and the Employer's general Human Resources Policies and Procedures, as modified from time to time, shall govern the employment of employees covered by this Memorandum of Agreement (the "MOA") to the extent that any such term, condition, policy, or procedure is not inconsistent with this Agreement. If the Union believes that any such term, condition, policy, or procedure is in conflict with the MOA it shall have the right to file a grievance either when any such term, condition, policy, or procedure is initially implemented, or alternatively, when any such term, condition, policy, or procedure is applied to any employee such that the employee is either disciplined or terminated.

e. Affected employees hire dates, seniority, and hourly wage rates will be maintained and not reduced. [The applicable base hourly wage rates are attached hereto as Exhibit 2].

f. Employees shall wear uniforms as provided by Employer.

g. Employee payday will be on the same payday as Avamere.

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 abide by the collective bargaining agreement, the Employer handbook and all decisions, communication and guidance made by the various labor management committees contained in this CBA.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 the length of the collective bargaining agreement between the Union and the Employer. This MOA 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 of the expiration of the CBA between the Union and Avamere, or a subsequent September 30th of any contract year in which this Agreement remains in effect. The Employer further agrees that in addition to the Union's notice to [Operator Name] regarding modification, amendment, or termination of the CBA the Union shall provide notice to the Employer under this Agreement, and that the Employer shall be bound to any amendments or modifications to the current CBA that are negotiated and agreed to by the Union and [Employer Name] and that it shall sign an updated MOA and be bound by the terms of any successor CBA negotiated and agreed to by the Union [Employer Name], for Employer's Housekeeping and Laundry employees (if any) employed at [Facility Name].

Name	Name
Evan Paster	Andrew Loomis (Apr 2, 2021 14:53 PDT)
Evan Paster	Andrew Loomis
Apr 2, 2021	Apr 2, 2021