

**2025-2028**  
**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN SEIU LOCAL 503**  
**AND**  
**INDEPENDENTLY OPERATING SUBSIDIARIES OF PACS**  
**GROUP**

**Expires August 31, 2028.**

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# **ARTICLE 1 – PREFACE, RECOGNITION, PROACTIVE LABOR RELATIONS, NEW EMPLOYEE NOTICE**

**1.1 Preface.** THIS AGREEMENT is entered into by and between the Service Employees International Union Local 503, OPEU (“Union”), and each Limited Liability Company listed below.

**1.2 Recognition.** The Union and Chehalem SNF Healthcare, LLC, dba Chehalem Post Acute (Newberg); Cottage Grove SNF Healthcare, LLC, dba Cottage Grove Post Acute (Cottage Grove); Glisan SNF Healthcare, LLC, dba Glisan Post Acute (Portland); Ashland SNF Healthcare, LLC, dba Ashland Post Acute (Ashland); Evan Terrace SNF Healthcare, LLC, dba Evan Terrace Post Acute (McMinnville); Stanley SNF Healthcare, LLC, dba Stanley Post Acute (Milwaukie); Woodside SNF Healthcare, LLC, dba Woodside Post Acute (Molalla); Rivercrest SNF Healthcare LLC, dba Rivercrest Post Acute (Oregon City); Evergreen SNF Healthcare, LLC, dba Evergreen Post Acute (Portland); Creston SNF Healthcare, LLC, dba Creston Post Acute (Portland); Creswell SNF Healthcare, LLC, dba Creswell Post Acute (Creswell); Forest Grove, LLC, dba Forest Grove Post Acute (Forest Grove); Hood River SNF Healthcare, LLC, dba Hood River Post Acute (Hood River); Menlo Park SNF Healthcare, LLC, dba Menlo Park Post Acute (Portland); Porthaven SNF Healthcare, LLC, dba Porthaven Post Acute (Portland); Timberline SNF Healthcare, LLC, dba Timberline Post Acute (Albany); and Willowbrook SNF Healthcare, LLC, dba Willowbrook Post Acute (Pendleton) (collectively “Employer”), which all parties agree are separate employers for all purposes and separate limited liability companies for all purposes, each agree to associate with the other for the purpose of recognizing the Union as the exclusive collective bargaining representative of a single bargaining unit, as provided for under federal labor law regarding multi-employer bargaining.

**1.2.1 Bargaining Agent:** The Employer recognizes the Union as the sole and exclusive bargaining agent for all Full-Time, Part-Time, and On-Call employees, as defined in Article 2, in the classifications listed in Article 1.2.2, excluding all other employees, including but not limited to RNs, LPNs, staffing coordinators, marketing employees, office clerical, confidential employees, managerial employees, guards, and supervisors as defined in the Act.

**1.2.2 Classifications in the Bargaining Unit:** Certified Nursing Assistant - CNA, Certified Nursing Assistant – Lead, Restorative Aide – RA/CNA, Nursing Assistant – NA, Certified Medication Aide – CMA, Dietary Aide, Housekeeping Aide, Laundry Aide, Cook, Central Supply

Clerk, Mental Health Aide – MHU, Maintenance Assistant, Activities Assistant, Hospitality Aide, and Personal Care Attendant.

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

**1.3 Proactive Labor Relations.** The parties recognize that it is to their mutual advantage and for the protection of the patients to have an efficient and uninterrupted operation of a facility. Accordingly, this Agreement establishes such harmonious and constructive relationships between the parties that such results will be possible.

On behalf of the bargaining unit employees, the Union agrees to cooperate with the Employer to attain and maintain full efficiency and optimal patient care.

The Employer and the Union agree that all facility employees, managers, and Union Representatives will treat each other with dignity, respect, and courtesy. The preceding principles shall also apply while providing service to patients and visitors.

Notwithstanding any other provision of this Agreement, the Union and the Employer shall designate a top-level representative to discuss complaints about alleged violations of this Agreement. If one Party believes that the other Party has violated this Agreement, the affected Party should contact the other Party's representative by phone or electronic mail. The Parties should have a direct conversation within forty-eight (48) hours to discuss the issue.

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

## **ARTICLE 2 - CATEGORIES OF EMPLOYEES**

### **2.1 CATEGORIES OF EMPLOYEES.**

**2.1.1 Full-Time Employee.** "Full-time" employees are those normally scheduled to work at least thirty (30) hours per week, as determined by the Employer in its sole discretion. After completing the introductory period, regular full-time employees are eligible for benefits as specified in this contract or as otherwise specified in the Employer's Employee Handbook.

**2.1.2 Part-Time Employee.** “Part-Time” employees are those normally scheduled to work fewer than thirty (30) hours per week, as determined by the Employer in its sole discretion. After completing the introductory period, regular part-time employees are eligible for benefits as specified in this contract or as otherwise specified in the Employer’s Employee Handbook.

**2.1.3 Temporary Employee.**

(a) “Temporary” employees are those employed to work seasonally, on special projects for short periods of time, or on a “fill-in” basis. Agency Personnel shall not be considered temporary employees.

(b) Temporary employees may be hired for up to three (3) months. The Union should be notified when temporary employees are hired. If a temporary employee is hired to replace an employee on leave of absence, the three (3) month period may be extended for the length of the approved leave up to a total of six (6) months. However, after the initial three (3) months, temporary employees shall be covered by this Agreement and shall accrue seniority from their dates of hire.

(c) Temporary employees shall be covered by all terms of this Agreement, except that they shall not be entitled to seniority, paid time off, or health insurance benefits. If a temporary employee is hired into a permanent position, their seniority shall be retroactive to their date of hire as a temporary employee.

(d) If a permanent Bargaining Unit Employee fills a temporary position within a Bargaining Unit classification, 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.

**2.1.4 On-Call Employee.** “On-Call” employees are those employees with no regular schedule but who work intermittently as required and depending on the availability of work. An On-Call Employee is hired to work at the employer's convenience. On-Call employees are not eligible for any benefits under the Agreement, other than those required by state, federal, or local law. Agency employees are not On-Call employees but will be considered on-call status for Census Adjustments as outlined in Article 11- Census Adjustments. For an employee to remain On-Call, they must pick up at least

one (1) shift every three (3) calendar months unless they are on medical leave or an otherwise defined leave of absence. If an On-Call employee hasn't picked up a shift in three (3) months, they will be notified that they will lose their seniority and On-Call status unless they pick up an available shift within sixty (60) days. Extenuating circumstances may be evaluated.

**2.2 Work at Non-Union Facilities.** A Union member who is temporarily contracted to work at a non-Union facility that is an independently operated subsidiary of PACS Group shall continue to be covered by this Agreement for purposes of compensation and benefits eligibility.

## **ARTICLE 3 – NO DISCRIMINATION/NON-DISCRIMINATION**

**3.1 No Discrimination.** 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, union membership status or activities, 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.** The Union and Employer recognize that to operate safely, efficiently, and per applicable law there are times when the Employer requires employees to communicate or take direction and guidance in English to perform their job duties and communicate with residents, other staff, family members, and health care professionals. Except when it is necessary to ensure safe, efficient, and resident-centered care, employees may speak the language of their choice. For example, English is not required when a team member is on a meal or rest break, or at other non-work times. Additionally, English is not required when team members are not directly performing their job duties. These communications, however, must occur outside the presence of residents or family members of a residents who do not understand the language being spoken.

**3.3 Union Participation.** 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. As defined by applicable law, employees have the right to participate in or decline to participate in union activities. Neither the Union nor the Employer will coerce, intimidate, discriminate, or retaliate against an employee for participation or declination in union activities.

**3.4 Immigration. Privacy Rights: Department of Homeland Security, Immigration, and**

**Customs Enforcement (“I.C.E.”)** The Union and the Employer have a mutual interest in retaining qualified and trained employees. Accordingly, to the extent permitted by law, either Party may request that the other meet and discuss subject matter related to the Immigration Reform and Control Act or any other current or future legislation, government rules, or policies related to immigration law.

The Union is obligated to represent all employees without discrimination based upon national or ethnic origin. Therefore, the Union is bound to protect employees against violations of their legal rights in the workplace, including unreasonable search and seizure. The Employer is obligated to comply with all applicable federal, state, and local regulations and operate within all parameters and specific conditions set in their private compliance agreement with federal, state, and local regulatory officials.

**3.5 Non-discrimination.** To the extent permitted by law, 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. Employees who have falsified any records concerning their identity or social security number will be terminated. Nothing in this section shall restrict the Employer’s right to terminate an employee who falsifies other types of records or documents. To the extent permitted by law, the Employer shall not act against an employee solely because the employee is subject to an immigration proceeding where the employee is otherwise entitled to work.

**3.6 Workplace Immigration Enforcement.** To the extent permitted by law, the Employer shall notify a Union representative promptly if the Employer receives a “no- match” letter from the Social Security Administration (“SSA”), if it is contacted by the Department of Homeland Security (“DHS”), regarding the immigration status of an employee covered by this Agreement, or if a search or arrest warrant, administrative warrant, subpoena, or another request for documentation is presented. The Union will keep confidential any information it obtains per this provision. It will use any such information solely to represent or assist the affected employee(s) about the DHS matter. Recognizing the Article’s intent, the Employer will comply with legal authorities, including agents of the DHS, only as it deems necessary and appropriate.

To the extent permitted by law, the Employer shall permit inspection of I-9 forms by DHS or DOL only after a minimum of (3) three days written notice, or another such period as provided by law or where

such inspection is otherwise following the provisions of this Section. The Employer also shall permit review of I-9 forms where a DHS search or arrest warrant, administrative warrant, subpoena, or other legal process signed by a federal judge or magistrate names employees or requires the production of I-9 forms.

To the extent permitted by law, 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, 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. In addition, to the extent permitted by law, the Employer shall offer a private setting for questioning of employees by DHS.

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

Suppose the Employer sells the business or its assets. In that case, to the extent permitted by law, 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 records of its employees with the successor employer for three (3) years, after which the successor employee shall maintain said forms. To the extent permitted by law, 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.

**3.8 Social Security Discrepancies.** Suppose the employer receives notice from the 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. In that case, to the extent permitted by law, the Employer will provide a copy of the notice to the employee and the Union upon receipt.

To the extent permitted by law, 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. To the extent permitted by law, 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 because of the receipt of a no-match letter or another discrepancy;
- 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 because of the receipt of a no-match letter; and
- c) will not contact the SSA or any other government agency solely due to a no-match from the SSA.

Suppose the discrepancy is not resolved within 60 days. In that case, to the extent permitted by law, the Employer may take any necessary action, including termination of employment, to correct the issue and avoid risk or liability to the employer.

**3.9 Seniority and Leave of Absences for Immigration-Related Issues.** Upon request, the Employer will release an employee for up to five (5) unpaid working days per year to attend a DHS proceeding or address any other immigration-related matters of the employee or immediate family. The Employer may request verification of such leave.

To the extent permitted by law, 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. To the extent permitted by 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.

Suppose an employee has a problem with their right to work in the United States after completing their introductory or probationary period. In that case, to the extent permitted by law, the Employer shall notify the Union in writing and meet to discuss the nature of the problem before taking any Corrective Action.

Suppose an employee does not provide adequate proof of authorization to work following their probationary or introductory period and the Employer terminates their employment, for solely that reason. In that case, to the extent permitted by law, the Employer will use its best efforts to

reinstate the employee to their former position, if available, upon the employee providing proper work authorization within twelve (12) months from termination. Suppose such an employee needs more than one (1) year to provide such authorization to work, to the extent permitted by law. In that case, the Employer will rehire the employee into the next available opening in their former classification as a new hire without seniority, upon the employee providing the authorization within twenty- four (24) months from termination. Such rehired employees will be subject to a further ninety (90) day probationary period.

**3.10 Change of Immigration Status Benefit.** 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 to recognize the employee's citizenship.

## **ARTICLE 4 - UNION SECURITY AND VOLUNTARY ASSIGNMENT OF WAGES**

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

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

**4.3 Lists and Dues Deduction.** The Union shall provide the Employer with a list of bargaining unit employees who have provided a written, electronic or recorded oral request to have monthly Union dues and/or agency fees, plus any additional voluntary Union deductions, deducted from the employee's pay and remitted to the Union ("Union Member List"). Such Union Member List shall similarly identify any membership cancellations or other changes in employee dues, fees or other deductions. If the Union Member List is submitted to the Employer electronically by at least ten (10) calendar days before Employer's next pay date, then the Employer shall process such deductions or changes no later than such pay date; otherwise Employer shall process such deductions or changes

no later than the next following pay date. Any written applications for Union membership, authorizations for Union dues, authorizations for payment of agency fees and/or other Union-related deductions or dues cancellations which the Employer receives shall be forwarded to the Union. The Union will maintain the written, electronic and recorded oral authorization records and will provide copies to the Employer upon request

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

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

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

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

**4.6 Failure to Pay Dues.** Upon written notice to the Employer from the Union that an employee has failed to maintain Union membership in good standing (which shall mean payment of dues and fees uniformly required of all members) and has failed to pay appropriate agency-fees as described above, the Employer and the Union shall meet with the employee to determine a reasonable resolution. If no resolution is reached, the Employer will, by fifteen (15) days from receipt of notice from the Union, terminate said employee.

**4.7 Failure to Remit Deductions.** Notwithstanding anything else in this Agreement to the contrary, the Union may use the Article 23 Grievance and Arbitration Process to address an allegation of the Employer failing to fully and timely remit Article 4 deductions to the Union.

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

## **ARTICLE 5 - MANAGEMENT RIGHTS**

The Union recognizes that the Employer must serve its residents with the highest quality of care, efficiently and economically, and address medical emergencies. Therefore, except to the extent abridged, delegated, granted, or modified by a provision of this Agreement, the Employer reserves and retains the responsibility and authority that the Employer had before signing this Agreement, and these responsibilities and control shall remain with management. It is agreed that the Employer has the sole and exclusive right and authority to determine and direct the policies and methods of operating the business, subject to this Agreement. It is agreed that the Employer has the sole and exclusive right and authority to determine and direct the policies and methods of operating the business, subject to this Agreement.

The parties intend the following Management Rights language to satisfy all legal criteria established

by the NLRB to allow Employer to unilaterally make changes to specifically identified terms and conditions of employment. The parties agree that they discussed, to each party's satisfaction, the subjects in this Section during collective bargaining negotiations and that Union clearly and unmistakably expressly waived its right to bargain before Employer unilaterally changes the following enumerated subjects.

Accordingly, during the term of the Agreement, except when such rights are specifically abridged or modified by this Agreement, Union with this grants Employer the right and authority to make changes unilaterally (i.e., without giving Union notice and an opportunity to bargain concerning the decision or impact of the decision) within the following subjects or terms and conditions of employment:

1. To manage, direct and control its property and workforce;
2. To conduct its business and manage its business affairs;
3. To direct its employees;
4. To hire;
5. To assign work;
6. To transfer;
7. To promote;
8. To layoff;
9. To recall;
10. To evaluate performance;
11. To determine qualifications;
12. To discipline;
13. To discharge;
14. To adopt and enforce reasonable rules and regulations;
15. To establish and to effectuate existing policies and procedures including but not limited to a drug\alcohol testing policy and an attendance/tardiness control policy;
16. To establish and enforce dress codes;
17. To set standards of performance;
18. To determine the number of employees, the duties to be performed, and the hours and locations of work, including overtime;
19. To determine, establish, promulgate, amend and enforce personal conduct rules, safety rules, and work rules;
20. To determine if and when positions will be filled;
21. To establish positions;
22. To discontinue any function;
23. To create any new service or process;

24. To discontinue or reorganize or combine any department or branch of operations;
25. To evaluate or make changes in technology and equipment. In the event employees request clarification on the application of new technology or use of new or different equipment, the Employer will meet and discuss the issues with the affected employees;
26. To establish shift lengths;
27. To either temporarily or permanently close all or any portion of its facility or to relocate such facility or operation;
28. To determine and schedule when overtime shall be worked;
29. To determine the number of employees required to staff the facility, including increasing or decreasing that number;
30. To determine the appropriate staffing levels required for the facility, including increasing or decreasing that number; and,
31. To determine the appropriate mix of employees, by job title, to operate the facility.

The parties recognize that the above statement of management responsibilities is for illustrative purposes only and should not be construed as restrictive or interpreted to exclude those prerogatives not mentioned inherent in the management function. All matters not covered by the language of this Agreement may be administered by the Employer on a unilateral basis, following such policies and procedures as it from time to time shall determine.

**5.1 No Waiver.** The Employers' failure to exercise any function or responsibility now reserved to it, or its exercising any function or right in a particular way, shall not be deemed a waiver of its ability to exercise such function or responsibility, nor preclude the Employer from exercising the same in some way not in conflict with this Agreement.

**5.2 Employer Handbook.** As outlined in the Employee Handbook, the Employer's Rules and Regulations shall apply to all Union employees to the extent that such term, condition, policy, or procedure is not inconsistent with this Agreement. The Parties understand that the CBA's provisions govern in the event of a conflict. The Employer shall continue to update the Union with changes to the Employee Handbook within fourteen (14) calendar days of any effective change(s). Said change in a term or condition of employment in the Employee Handbook shall not be unlawful nor in conflict with the provisions of this Agreement. The Union reserves the right to grieve any new policies in the Employee Handbook, which conflict with the CBA in the Union's view. The Union must file a grievance within 30 days of the Union receiving written or electronic notice of the changes.

**5.3 Supervision and Work Assignments.** Employees shall work as directed by supervisory personnel. Under all circumstances, the Employer reserves the right to lawfully establish the number of employees and the work methods necessary to perform any activity per this CBA.

## **ARTICLE 6 - SUBCONTRACTING**

**6.1 Sub-Contracting.** The Employer agrees that there shall be no sub-contracting of bargaining unit work for the duration of this Agreement unless the Parties mutually agree to sub-contract bargaining unit work upon the Employer's demonstration of extraordinary circumstances.

**6.2** This Article does not apply to the Employer contracting with caregiver agency staff as necessary. The Parties agree that the use of registry personnel, as a supplement to the workforce, or use of employees of an independently operated subsidiary of PACS Group, does not constitute subcontracting out bargaining unit work. The Employer will use its best efforts to use regular employees first, before the use of staffing agency or registry personnel.

## **ARTICLE 7 - NO STRIKES AND NO LOCKOUT**

**7.1 No Strike During Term of Agreement.** During the term of this Agreement or any written extension thereof, the Union shall not call nor authorize any strike against the Employer at the establishment covered by this Agreement, and the Employer will not lock out any employee. For the purpose of this Article, a walk-out, sit-in, sick-out, slow-down, sympathy strike, or other work stoppage will be considered a strike.

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

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

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

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

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

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

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

## **ARTICLE 8 - UNION RIGHTS, REPRESENTATIVES, AND STEWARDS**

In the interest of promoting a positive approach to labor-management relations and achieving joint public policy goals, the parties agree to the following:

**8.1 Professional Courtesy and Behavior.** The Parties encourage everyone to perform efficiently, courteously, and dignifiedly when interacting with employees, facility residents, and visitors. The Parties agree that all facility employees, managers, and Union representatives will treat each other with dignity, respect, and courtesy. The preceding principles shall also apply in providing service to patients and visitors. During typical labor relations (e.g., disciplines, the grievance process, LMC meetings, etc.), neither the Union nor the Employer shall use hostile rhetoric in written or verbal communication concerning the mission, motivation, leadership, character, integrity, or representatives of the other. Section 8.1 does not require the Union or the Employer to monitor others' social media.

**8.2 Facility Access of Union Representatives.** The Union will provide the Union representative's name to the Employer. Union representatives shall have access to the facility to confer with the Employer, Union Stewards, or members and administer this Agreement. The Union shall provide twenty-four (24) hours advance notice, via email or text to the facility Administrator, for facility access before entry. The Administrator may deny facility access by an emailed or texted response when the Union representative did not provide sufficient notice before entry or under extraordinary circumstances such as state survey or a contagious illness in the facility. If the Administrator does not respond to the advance email or text notice, the Union representative may access the facility per the notification. If the facility visit is for the purpose of filing an employee's grievance or investigating a potential grievance, the Union representative shall immediately access the Employer's premises. Upon entering the facility, the Union representative shall notify the Administrator, or their designee, of the representative's presence. Union representatives shall confer with employees during the employee's non-working time in the employee break room and other non-

work areas.

**8.3 Union Information.** The Employer will:

- 1) Furnish and install at least one (1) bulletin board in each employee break room or facility for posting 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 the 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 to store 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 a shelf, installed by the Employer on the wall of the break room to keep internal Union information including, but not limited to, Union election nomination forms and ballots, grievance forms, membership surveys, etc.

**8.4 Union Stewards.** The Union shall designate Union stewards and notify the Employer in writing who the stewards are and any new stewards or any change in status of existing stewards. The Union Stewards' performance of union work shall not interfere with the facility's operation nor the performance of employees' job duties. Union stewards shall receive their base rate of pay for time spent processing grievances and representing Bargaining Unit Employees in meetings with the Employer during stewards' scheduled hours of employment. Union stewards shall also receive their base rate of pay for time spent representing Bargaining Unit employees in all meetings where the Employer requested that the Steward process a grievance or represent a Bargaining Unit Employee outside of the stewards' scheduled hours of employment. In no case shall the Employer be required to pay more than one (1) steward at a time for such work. A union steward may receive phone calls from union representatives while on work time, in private if requested, not to exceed ten (10) minutes per shift. Such calls shall not interfere with resident care. If Bargaining Unit Employees request time off to attend steward training, the Employer will make every effort to approve such requests considering operational needs. Bargaining Unit Employees requesting time off to attend steward training will make every effort to comply with the Employer's policy for requesting time off.

**8.5 Union New Employee 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. In addition, 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 in an Employer- provided room. If Union access is restricted during the scheduled orientation, the Employer will use its best efforts to facilitate the Union Steward and new employees meeting virtually. The Union will establish the virtual meeting capability, such as a conference line or Zoom videoconference. Such Union Orientations will be mandatory for all Bargaining Unit Employees within their first month of hire.

**8.6 Daily Stipend for Joint Lobby Days.** The Employer will designate two (2) days per calendar year to grant leave time for employees participating in lobby days approved by the Labor-Management Coalition for Quality Care. The Union and the Employer may, upon mutual agreement, establish additional days. The Employer will make every reasonable effort to release employees, as designated by the Union for lobby days, considering operational needs. Additionally, the Employer agrees to pay up to two (2) bargaining unit employees per facility a fifty dollar (\$50) daily stipend when such employee(s) incurs lost wages for the time spent in conjunction with such approved lobby days. The compensation will be paid in the qualified employee's regular paycheck subject to all payroll rules. The Employer can alternatively select more than two (2) employees per facility if operational needs allow, and the total number of employees participating company-wide doesn't exceed the overall total of up to two (2) employees per facility. The Union will identify and select the employees eligible for the stipend within the framework above and verify such employee's lobby day participation at the approved event.

**8.7 Volunteer Union Activities.** Employees may utilize earned paid time off for employee activity under this Article, including collective bargaining with the Employer, which does not fall under paid time. Under no circumstance will employees experience a reduction of status or lose health care benefits for employee activity under this Article.

**8.8 All Staff Meetings.** When the Employer holds its regularly scheduled All Staff Meetings at the facility, a Union Representative or Union Steward shall be allowed to address the Bargaining Unit for up to ten (10) minutes when possible. The Employer may limit this time for extraordinary circumstances such as viral outbreaks or state inspections.

## **ARTICLE 9 - INTRODUCTORY PERIOD**

**9.1 Introductory Period.** New regular full and part-time employees shall be hired on a probationary status of ninety (90) from their hire date. On-call employees shall be hired on a probationary status until they complete four hundred and fifty (450) work hours. During the introductory period, employees may be disciplined or discharged by the Employer for any reason

without recourse to this Agreement's Grievance and Arbitration provisions. Temporary employees are not subject to an introductory period and may be terminated by the Employer at any time without recourse to this Agreement's Grievance and Arbitration provisions.

**9.2 Retainment of New Hires.** The employer will endeavor to conduct a performance assessment meeting sometime between the thirtieth (30<sup>th</sup>) and Sixtieth (60<sup>th</sup>) day of an employee's introductory period. The goal of this meeting is for the employee's supervisor to review the employee's performance to identify the skills and behaviors to be improved so that the employee can successfully continue employment beyond the introductory period. The supervisor may confer with the relevant employee Preceptor and/or trainer for input into the probationary employee's performance assessment. This Article is not subject to the grievance process.

## **ARTICLE 10 – SENIORITY**

### **10.1 Definition and Accrual.**

**10.1.1 Seniority.** At the commencement of operations, the Employer will assign and recognize each bargaining unit employee's Seniority Date with the predecessor employer for purposes of Seniority per this Agreement.

Except as contrary to the foregoing, an employee's seniority shall be defined as the worker's length of continuous service with the Employer in the bargaining unit and in the facility in which they work, including continuous service at any facility operated as an independent operating subsidiary of PACS Group, commencing with the date and hour on which the worker first began work in a bargaining unit position.

Seniority shall accrue and not be lost during a worker's paid time off, paid leave of absence, or Layoff. A worker shall not accrue seniority while on Layoff.

**10.1.2 Application of Seniority.** The Employer and the Union agree that in all cases of, transfer, layoff, recall, vacation preference and shift or schedule change; length of continuous service within the department shall be determinative in the event a selection among employees is required.

**10.1.3 Loss of Seniority.** An employee's seniority shall be lost in the event of their:

- (a) Voluntary resignation or retirement;
- (b) Discharge for just cause;
- (c) Failure to return to work upon expiration of an authorized leave of absence; or

(d) Layoff in excess of eighteen (18) months.

A worker whose seniority is lost of any of the reasons outlined above shall be considered as a new employee if the Employer again employs them.

## **ARTICLE 11 LAYOFF AND RECALL**

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

**11.2 Seniority During Layoff.** Seniority shall cease to accrue but shall not be lost in the event of a layoff, unless such a layoff lasts longer than eighteen (18) months.

**11.3 General Conditions.** The parties intend to administer this Agreement to minimize the impact of layoffs, hours reductions, or displacement of employees.

**11.4 Layoff Notice.** Prior to a layoff taking effect, the Employer shall provide notice to the Union of the layoff, the affected employees, the shifts, job classifications and number of hours affected, and if known, the anticipated length of the layoff. The notice shall be provided fourteen (14) calendar days prior to the implementation of the layoff. The Union may request a meeting for the purpose of avoiding or mitigating said layoff and discussion of the procedures to be followed. Any such meeting shall be held within seven (7) days of the notice of layoff.

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

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

**11.6 Recall.** In the event of a recall, the Employer will recall the most senior employee in the affected job classification. In the event that two or more employees have equal seniority the

Employer shall consider the disciplinary records of the employees for the prior eighteen (18) months to determine the order of the recall.

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

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

**11.6.3** Recall rights shall last for eighteen (18) months.

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

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

#### **EXHIBIT: RECALL NOTICE**

Dear Union Represented Employee,

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

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

## **ARTICLE 12 - VACANCIES**

**12.1 Vacancies.** A vacant position is defined to mean any permanent full-time or part-time job opening within the job classifications in this Agreement, which the Employer determines to fill. A single shift is not considered a vacancy. However, by way of example, a “day shift” vacancy is understood to be a permanent full-time or part-time job opening on the day shift. The Employer reserves the exclusive right to determine if a vacancy exists and the necessary qualifications required to fill the vacancy. When a vacancy in a bargaining unit job occurs, the following principles shall apply in the following order:

**12.1.1** Vacant positions shall be posted per the Employer’s choice of communication (e.g., document posted in facility, electronic posting in Employer’s payroll/scheduling system, etc.) for five (5) calendar days. Postings shall include classification, shift, and rate of pay.

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

**12.2 Filling Vacancies.** The qualified employee with the most seniority (as defined in Article 10 Seniority) shall be offered the position. In the event that no applicant is qualified, or if no applicant accepts the offered position, then the Employer may fill the position as the Employer deems appropriate. This includes filling the position from outside of the bargaining unit.

**12.3 Job Descriptions.** The Employer shall maintain job descriptions for all positions covered by this Agreement. Upon employment, the Employer shall provide a job description to an employee for the position into which they have been hired. Current employees shall be able to access their job description on the Employer’s online portal.

## **ARTICLE 13 – HIRING RATES AND COMPENSATION.**

**13.1 Wage Scales and Steps.** All bargaining unit employees shall be paid according to Appendix “A”: The 2025 wage scale changes will be applied retroactively to October 1, 2025.

2025 Wage Scales will become effective as per the guidelines described in the paragraph above. On October 1, 2025, the employee will move to the next higher step on the wage scale within their job classification. Any employee currently at their wage scale’s top step or with base pay above the top step shall receive a pay increase equivalent to the total AEP, less \$0.14/hour for the calculated bargaining

unit employee hourly cost increase associated with premium increases for the Oregon Essential Workforce Health Care Fund.

Effective October 1, 2026 and October 1, 2027, the employee will move to the next higher step on the wage scale within their job classification. Any employee currently at their wage scale's top step or with base pay above the top step shall receive a pay increase equivalent to the total AEP, unless otherwise stated below or agreed to by the parties.

**SEIU 503 & Employer Wage Scales Effective – 10/1/2025 - 9/30/26** See new Appendix "A", Wage Scales for updated scales.

### **13.2 Determination of Annual Economic Package Spent on Bargaining Unit Employee ("BUE") Compensation Changes.**

**1. Shared Commitment to Fund BUE's Compensation/Benefits with Annual Medicaid Daily Rate Increases.** The Employer and Union agree to work together to address legislative matters affecting the quality of care and services provided to nursing facility patients. The Parties will use their best efforts to maintain the nursing facility's Medicaid reimbursement system and ensure annual rebasing of the Nursing Facility Basic Daily Rate as necessary to deliver optimal increases to the BUE's compensation and benefits under this Agreement. At a minimum, the Parties shall advocate as needed to produce an annual Net Basic Daily Rate Increase ("NBDRI") that funds the BUE's annual wage scale step increase.

**2. Calculation and Application of BUE's Annual Economic Formula for CBA's First Year.** The Parties used the ODHS Rate Schedule's July 1, 2025, Nursing Facility Basic Daily Rate of five hundred forty-six dollars and thirty-six cents (\$546.36) and Provider Tax of forty-two dollars and twenty-five cents (\$42.25) to identify the 2025 NBDRI of twenty-three dollars and fifty-seven cents (\$23.57). The Parties then multiplied the 2025 NBDRI by five point twenty-five cents (\$0.0525) to determine the 2025 Annual Economic Package ("AEP") of one dollar and twenty-four cents (\$1.24). It is agreed that the calculated bargaining unit employee fourteen cent (\$0.14) per hour cost increase associated with premium increases for the Oregon Essential Workforce Health Care Fund will be subtracted from the AEP of \$1.24 – leaving a net AEP increase of one dollar and ten cents (\$1.10) to be applied to wage increases.

The Parties agree that the cost to pay for each BUE's mandatory wage scale step increase effective at the beginning of the first contract year is fifty cents (\$0.50) per hour. Subtracting from the total 2025 AEP results in a sixty cent (\$0.60) COLA to be applied to BUE wage scale increases.

**3. AEP Calculation and Application in the CBA's Second and Third Year:** Unless the Parties amend this Agreement to establish a different methodology to calculate and apply the AEP pursuant to 3(e) below, they will continue the approach described for the 2025 AEP using annual data as follows:

- a. The Parties will enter the July 1 Nursing Facility Basic Daily Rate and Provider Tax in the AEP Workbook to calculate the NBDRI and AEP effective October 1, 2026, and again on October 1, 2027. b. Subject to 3(e) below, the Parties will deduct the hourly amount of the mandatory wage scale step increase from the AEP.
- c. The parties will calculate and deduct from the AEP the hourly bargaining unit employee cost increase associated with premium increases, if any, for the Oregon Essential Workforce Health Care Fund which will take effect during the applicable contract year.
- d. Subject to 3(e) below, the Parties agree to apply all remaining AEP as a uniform increase to each job classification's wage scale.
- e. No later than thirty (30) days after each of the 2026 and 2027 NBDRI and AEP are calculated and communicated to the Employer, either party may request to meet and confer to determine whether AEP monies are to be distributed in a manner that varies in any way from what is described in 3(b) and/or 3(c) above.
- f. The Parties will document that years AEP calculation and application in the AEP Workbook, adding additional supporting spreadsheets (e.g., the 2026 BUE wage scales).

**13.3 New Hires.** Effective October 1, 2025 and when new wage scales take effect on October 1, 2026 and again on October 1, 2027, all new hires will be employed according to the applicable Appendix A wage scale. The Employer may hire new employees on any step of the wage scale, based on verifiable work experience, as determined by the Employer, provided that no newly hired employee will be paid a higher wage than current employees who have the same years of experience in the job classification. Credit for work experience will be given uniformly.

Any Employee hired who has more years of applicable experience than the wage scale will be placed at a minimum on the top step of the wage scale. Any wage rate paid above the top step of the scale to reflect more years of applicable experience must be consistent with current employees in the same classification with same years of experience. In the instance where a new hire would be paid a higher wage than an incumbent employee in the same position with the same experience,

the incumbent employee shall be adjusted upward.

**13.4 Critical Shifts.** A Critical Shift Premium (CSP) shift shall be defined as an employer designated shift, as defined below, that includes work time beyond a bargaining unit employee's regularly scheduled shift, and that enables the facility to address an imminent essential staffing need. Full-time and part-time employees will be eligible for a Critical Shift Premium (CSP) of seven dollars per hour (\$7.00) for actual hours worked during a designated CSP shift in one of two situations: **1)** Where there are two (2) or more open shifts on a particular shift in a particular classification six (6) hours or less before the open shift(s) are scheduled to begin, any full-time or part-time employee who agrees to work one of those open shifts will receive the Critical Shift Premium, or **2)** the Employer may designate an open shift worked by a full time or part time employee to be eligible for a CSP based on staffing needs. This does not include shift trades between Employees.

- 1)** To receive eligible CSP compensation, an employee must complete a written CSP form made available by the Employer. The form must be completed by the employee within three (3) days of working a CSP shift.
- 2)** The Employer shall clearly identify the shifts that qualify for the CSP and the amount of the CSP for each shift, including any mass communication sent by the Employer to notify employees of the CSP opportunity (e.g., group text, electronic communication from payroll/scheduling system, etc.). The Employer will use its best efforts to not send individual communication to employees that contradicts the mass communication.
- 3)** In order to qualify for the CSP, the employee must work their next scheduled shift, unless the employee is unable to work due to an excused absence as defined by the Oregon Leave Laws or was called off by the Employer.
- 4)** Any CSP must be offered to bargaining unit members first before being offered to other employees or agency or pool employees. The Employer will use its best efforts to implement strategies that address the staffing needs of the Facility

**13.5 Off-Schedule Hourly Wage Increase.** Notwithstanding anything else in this Agreement to the contrary, the Employer has a privilege to immediately increase union member hourly pay rates across the board by classification as necessary to retain workers recruited by other employers offering higher compensation in the facility's labor market ("Off Schedule Wage Increase" or "OSWI"). Any such OSWI constitutes the Employer's early implementation of later scheduled Article 13 Annual

Hourly Wage Increases that would otherwise occur on the first following October 1<sup>st</sup>. As such, any OSWI(s) will be offset from the Employer's subsequent annual increase to the same classification's hourly wage scale pay rates, with any remaining balance carrying forward until fully credited (e.g., if the Employer implements a \$0.75/hr OSWI to every wage scale step for the C.N.A. classification on June 1<sup>st</sup>, the subsequent October 1<sup>st</sup>'s entire \$0.45 and \$0.30 of the following October 1<sup>st</sup>'s \$0.45 will be credited to offset the OSWI that constituted an advance on such later scheduled increases).

When implementing an OSWI, the Employer is not required to bargain with the Union when the Facility Administrator believes they must immediately announce pay rate increases to neutralize the competitive advantage of another employer offering the Facility's union members higher pay. If the other employer's competitive advantage is instead a future threat, the Employer will contact the Union and bargain OSWI pay increases for up to seventy-two (72) hours, after which the Employer may unilaterally implement their final OSWI proposal to the Union.

Whenever exercising this Section's ability to announce and implement a pay increase immediately, the Employer will notify the Union as soon as possible.

In no case shall such notice to the Union be more than seventy-two (72) hours after the Employer's announcement. The Employer and Union will then use their best efforts to expeditiously enter into a Letter of Agreement that details the classification's enhanced wage scale pay rates and distribute it to all affected union members. When implementing an OSWI to target the immediate competitive threat of a local competitor, the Employer will solely apply the OSWI at the nursing home subject to the immediate competitive threat.

**13.6 Incentives.** The Employer shall be privileged to offer employment bonuses at its discretion, such as sign-on, refer-a-friend, extra shift, or pick up a shift. The Facility shall provide any such bonuses fairly and equitably and not engage in scheduling favoritism. The Employer may, without acting in a manner resulting in individual favoritism within a job class, implement, modify, or eliminate incentives to hire new employees, motivate employees to work as needed, encourage safe working practices, or for any other business reason, as long as the incentive programs were not explicitly bargained for in this Agreement. If the Employer implements an incentive program, the Employer shall notify the Union within five (5) calendar days of implementing the program. In addition, the Union may require the Employer to describe its application of the incentive program to verify that it has been implemented equitably, without individual favoritism.

**13.7 Shift Differentials.** The Employer reserves the right to increase or decrease these amounts at any time so long as they do not decrease below the minimum amounts per facility per shift listed below. The Employer will provide a minimum of thirty (30) days' notice to employees of any shift differential decreases. Bargaining unit employees in all classifications are eligible for shift differentials. Shift times for the purposes of shift differentials are defined in accordance with OAR 411-086-0100(5).

Bargaining unit employees required to maintain a CNA license (e.g. CNAs, RAs, CMAs, etc.) are eligible for the following minimum shift differentials:

| <b>Facility</b>                      | <b>Evening</b>  | <b>Night</b>  |
|--------------------------------------|---|---|
| <b>Cottage Grove Post Acute</b>      | One Dollar Per Hour (\$1.00/ hr)  | One Dollar Per Hour (\$1.00/ hr)                      |
| <b>Glisan Post Acute</b>             | Two Dollars Per Hour (\$2.00/ hr)   | One Dollar and Fifty Cents Per Hour (\$1.50/hr.)      |
| <b>Glisan Post Acute</b>             | Weekend Differential- (Day, Eve): <ul style="list-style-type: none"> <li>• Day: One Dollar Per Hour (\$1.00/hr)</li> <li>• Eve: Three Dollars per Hour (\$3.00/hr)</li> </ul> |   |
| <b>Hood River Post Acute</b>         | One Dollar and Fifty Cents Per Hour (\$1.50/ hr)  | One Dollar Per Hour (\$1.00/ hr)                      |
| <b>Ashland Post Acute</b>            | Three Dollars Per Hour (\$3.00/ hr)   | Three Dollars Per Hour (\$3.00/ hr)                   |
| <b>Woodside Post Acute</b>           | Two Dollars Per Hour (\$2.00/ hr)   | Fifty Cents Per Hour (\$0.50/ hr)                     |
| <b>Rivercrest Post Acute</b>         | Two Dollars Per Hour (\$2.00/ hr)   | Two Dollars Per Hour (\$2.00/ hr)                     |
| <b>Porthaven Post Acute</b>          | Two Dollars Per Hour (\$2.00/ hr)   | One Dollar and Fifty Cents Per Hour (\$1.50/ hr)      |
| <b>Menlo Park Post Acute</b>         | Two Dollars Per Hour (\$2.00/ hr)   | Fifty Cents Per Hour (\$0.50/ hr)                     |
| <b>Willowbrook Post Acute</b>        | Thirty-Five Cents Per Hour (\$0.35/ hr)   | Fifty Cents Per Hour (\$0.50/ hr)                     |
| <b>Creston (Reedwood) Post Acute</b> | Two Dollars Per Hour (\$2.00/ hr)   | One Dollar and Twenty-Five Cents per Hour (\$1.25/hr) |

|                                |  |  |
|--------------------------------|--|--|
| <b>Forest Grove Post Acute</b> | Two Dollars Per Hour (\$2.00/hr)   | One Dollar and Twenty-Five Cents Per Hour (\$1.25)/hr) |
| <b>Evergreen Post Acute</b>    | Two Dollars Per Hour (\$2.00/hr)   | One Dollar and Fifty Cents Per Hour (\$1.50/ hr)       |
| <b>Timberline Post Acute</b>   | Twenty-Five Cents Per Hour (\$0.25/hr)   | Two Dollars Per Hour (\$2.00/ hr)                      |
| <b>Creswell Post Acute</b>     | One Dollar Per Hour (\$0.35/hr)  | One Dollar Per Hour (\$1.00/hr)                        |
| <b>Chehalem Post Acute</b>     | Twenty-Five Cents Per Hour (\$0.25/hr)   | Fifty Cents Per Hour (\$0.50/hr)                       |
| <b>Chehalem Post Acute</b>     | Weekend Differential-applies to all BUEs and all shifts (Day, Eve, NOC):<br>One Dollar Per Hour (\$1.00/hr)  |  |
| <b>Evan Terrace Post Acute</b> | One Dollar and Fifty Cents Per Hour (\$1.50/hr)  | Two Dollars and Fifty Cents Per Hour (\$2.50/hr)       |
| <b>Evan Terrace Post Acute</b> | Weekend Differential- applies to all BUEs and all shifts (Day, Eve, NOC): <ul style="list-style-type: none"> <li>• Day: One Dollar Per Hour (\$1.00/hr)</li> <li>• Eve.: One Dollar and Twenty-Five Cents per Hour (\$1.25/hr)</li> <li>• NOC: \$ One Dollar and Fifty Cents per Hour (\$1.50/hr)</li> </ul> |  |
| <b>Stanley Post Acute</b>      | Two Dollars Per Hour (\$2.00/ hr)  | One Dollar and Fifty Cents Per Hour (\$1.50/hr)        |

All other bargaining unit employees are eligible for the following minimum shift differentials:

| <b>Facility</b>                 | <b>Evening</b>                          | <b>Night</b>                                     |
|---------------------------------|---|--|
| <b>Cottage Grove Post Acute</b> | Thirty-Five Cents Per Hour (\$0.35/ hr) | Fifty Cents Per Hour (\$0.50/ hr)                |
| <b>Glisan Post Acute</b>        | N/A                                     | One Dollar and Fifty Cents Per Hour (\$1.50/hr.) |
| <b>Hood River Post Acute</b>    | Twenty-Five Cents Per Hour (\$0.25/ hr) | Fifty Cents Per Hour (\$0.50/ hr)                |
| <b>Ashland Post Acute</b>       | Twenty-Five Cents Per Hour (\$0.25/ hr) | Fifty Cents Per Hour (\$0.50/ hr)                |
| <b>Woodside Post Acute</b>      | Twenty-Five Cents Per Hour (\$0.25/ hr) | Fifty Cents Per Hour (\$0.50/ hr)                |

|                                      |  |   |
|--------------------------------------|--|---|
| <b>Rivercrest Post Acute</b>         | Twenty-Five Cents Per Hour (\$0.25/hr) | Fifty Cents Per Hour (\$0.50/hr)                      |
| <b>Porthaven Post Acute</b>          | N/A                                    | Fifty Cents Per Hour (\$0.50/hr)                      |
| <b>Menlo Park Post Acute</b>         | N/A                                    | Fifty Cents Per Hour (\$0.50/hr)                      |
| <b>Willowbrook Post Acute</b>        | Thirty-Five Cents Per Hour (\$0.35/hr) | Fifty Cents Per Hour (\$0.50/hr)                      |
| <b>Creston Post (Reedwood) Acute</b> | N/A                                    | One Dollar and Twenty-Five Cents per Hour (\$1.25/hr) |
| <b>Forest Grove Post Acute</b>       | Twenty-Five Cents Per Hour (\$0.25/hr) | Fifty Cents Per Hour (\$0.50/hr)                      |
| <b>Evergreen Post Acute</b>          | Twenty-Five Cents Per Hour (\$0.25/hr) | Fifty Cents Per Hour (\$0.50/hr)                      |
| <b>Timberline Post Acute</b>         | Twenty-Five Cents Per Hour (\$0.25/hr) | Fifty Cents Per Hour (\$0.50/hr)                      |
| <b>Creswell Post Acute</b>           | Thirty-Five Cents Per Hour (\$0.35/hr) | One Dollar Per Hour (\$1.00/hr)                       |
| <b>Chehalem Post Acute</b>           | Twenty-Five Cents Per Hour (\$0.25/hr) | Fifty Cents Per Hour (\$0.50/hr)                      |

|                                |  |                                  |
|--------------------------------|--|----------------------------------|
| <b>Chehalem Post Acute</b>     | Weekend Differential-applies to all BUEs and all shifts (Day, Eve, NOC):<br>One Dollar Per Hour (\$1.00/hr)  |                                  |
| <b>Evan Terrace Post Acute</b> | Twenty-Five Cents Per Hour (\$0.25/hr)   | Fifty Cents Per Hour (\$0.50/hr) |
| <b>Evan Terrace Post Acute</b> | Weekend Differential- applies to all BUEs and all shifts (Day, Eve, NOC): <ul style="list-style-type: none"> <li>• Day: One Dollar Per Hour (\$1.00/hr)</li> <li>• Eve.: One Dollar and Twenty-Five Cents per Hour (\$1.25/hr)</li> <li>• NOC: \$ One Dollar and Fifty Cents per Hour (\$1.50/hr)</li> </ul> |                                  |
| <b>Stanley Post Acute</b>      | N/A  | Fifty Cents Per Hour (\$0.50/hr) |

**13.8 Mentor Compensation.** The Employer agrees to honor the predecessor employers' mentorship program (see Appendix D).

**13.9 Training and Educational Assistance.** The Employer shall maintain a Training and Educational Assistance Program. The details of the program will be described in the Employee Handbook.

**13.10 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 thirty (30) days of receipt for fees paid to maintain certifications required as a condition of employment in their job classifications.

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

**13.12 Longevity Bonus.** Full and Part Time bargaining unit employees shall receive the following one-time longevity bonuses, to be paid on the first payday after the employee has worked the requisite number of years at their current facility.

| <b>To be Paid on an Employee's Anniversary Date<br/>starting from the date of hire at their current facility</b> | <b>Bonus Amount</b> |
|--|---------------------|
| 5 <sup>th</sup> anniversary  | \$500               |
| 10 <sup>th</sup> anniversary   | \$1000              |
| 15 <sup>th</sup> anniversary   | \$1500              |
| 20 <sup>th</sup> anniversary   | \$2000              |

**13.13 Direct Deposit.** The Employer offers direct deposit of employee paychecks at an employee's banking account or to a pay card to all employees who provide a written authorization for direct deposit. Upon request and consistent with the Employer's payroll system, paystubs, W-2 forms, and other materials regarding pay will be available in paper form. Employees are encouraged to use the

online payroll system to access payroll records and/or receive digital documents.

**13.14 Vacation and Sick Leave Accruals on Electronic Checks.** The Employer's E-Check will identify the employees' accrued vacation and sick leave benefit.

**13.15 Transfer into a Higher Classification.** An Employee transferring into a higher-paid classification shall maintain their wage rate or be paid at the new classification wage rate, whichever is greater.

**13.16 No Loss of Wages.** Under no circumstances will any section of this Article or Agreement result in an Employee suffering any loss in wage rates, except if an employee permanently transfers to a classification with a lower wage scale. See example below.

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

**13.18 Transfers to a Job Class with a Lower Starting Rate.** Bargaining unit employees who transfer from a job class with a wage/hiring scale with a higher starting rate to a job class with a lower starting rate shall be placed on the same step of the scale applicable to the employee's new job class. For example, if a CMA at the 5 Year Step of the CMA scale transferred into a CNA position, they would be placed at the 5 Year Step of the applicable CNA wage/hiring scale.

**13.19 Transfers to a Job Class with a Higher Starting Rate.** Bargaining unit employees who transfer from a job class with a wage/hiring scale with a lower starting rate to a job class with a higher starting rate shall be placed on the step of the scale applicable to the employee's new job class that is closest to the employee's current rate but provides an increase. For example, if a Dietary Aide at the 5 Year Step of the Dietary Aide scale earning \$23.73/hour, transferred into a CNA position, they would be placed at the \$24.23 CNA starting rate.

## **ARTICLE 14 - HOURS OF WORK, OVERTIME, SCHEDULING, MEAL AND REST PERIODS, PAY PERIODS, AND PAY DAYS**

**14.1 Workweek.** The basic workweek is Sunday at 12:00:00 through Saturday at 11:59:59. The Employer will send written notice to the Union thirty (30) days in advance of any change in time to when the workweek period begins. The workdays and workweek periods as specified in this Article

shall not constitute guaranteed hours of work.

**14.2 Workday.** The basic workday commonly consists of seven and a half (7.5) hours within a twenty-four (24) hour period with an unpaid thirty (30) minute meal period completed within eight (8) consecutive hours. If, after commencing operations, the Employer desires to increase the basic workday for one or more job classifications to eight (8) hours of work, it will provide the Union and affected workers thirty (30) days' notice before implementing the change unless the parties mutually agree to less notice. Consistent with applicable law, the Employer may modify the workday schedule to institute other workday schedules including ten (10) or twelve (12) hour shifts with overtime after forty (40) hours per week. The Employer will send written notice to the Union thirty (30) days in advance of any changes to the normal workday. Written notice is not required for changes of hours due to census adjustments. For all workday schedules, the Employer will work to ensure adequate time is available for report between shifts.

**14.3 Overtime and Recording of Time Worked.** Overtime pay will be paid at the rate of one-and-one-half times an employee's regular rate of pay for all actual hours worked beyond forty (40) hours in any workweek period in accordance with applicable federal and state law. For the purposes of computing overtime pay, the regular rate of pay shall include any applicable shift differential or hourly incentive; however, discretionary (i.e., non-hourly) bonuses are excluded. Holidays, vacations and other time not actually worked, even if paid, are not counted as overtime hours nor included in the calculation of overtime pay. Employees shall not work overtime without advance authorization from their supervisor. Employees must record all working time including overtime on the Employer's time-keeping system.

**14.4 Report Pay.** Employees reporting to work for their scheduled shift shall receive a minimum guarantee of three (3) hours of paid time. Such minimum guarantees shall not apply if the Employer makes a reasonable effort to notify the employee at least two (2) hours prior to the scheduled starting time that the employee is scheduled to report to work or as mutually agreed upon by the Employer and employee. Reasonable effort shall be defined as an Employer telephone call to the telephone number provided by the employee, or such other method as mutually agreed upon by the Employer and the employee, and either leaving a message with the person who answers the telephone, leaving a voice mail message or sending a text message. The Employer may require an employee to work for a minimum of three hours; however, the employee may choose to go home without pay.

It shall be the employee's responsibility to keep a current telephone number on file with the Employer. Failure by the employee to do so will exempt the Employer from the notification requirement and from the minimum guarantee.

An employee who is sent home after reporting to work or called off of work shall not be considered "on-call" or "on-standby" for the remainder of the shift.

**14.4.1 Work Schedules and Assignments.** The Employer has the right to determine the hours and days of work for an employee's work schedule including the specific starting and ending times, schedule rotation, work assignments, and scheduled meal and rest periods. The Employer shall use its best efforts to schedule an employee in the job classification and work shift (i.e., Day Shift, PM Shift, Nocturnal Shift) that the employee was hired for, or voluntarily transferred into, unless the employee mutually agreed to work a different job classification or work shift on a permanent or time-limited basis.

**14.4.1 Monthly Posted Schedule.** Monthly employee work schedules shall be electronically posted at least ten (10) days prior to the first workday on the schedule. Once a schedule is posted, the Employer may change an employee's schedule: 1) per the employee's consent, 2) when an emergency necessitates a *prompt summoning of staff*, 3) when the employee is on an approved modified/light duty or another assignment that reasonably accommodates the employee's work restriction, or 4) to meet its operational needs, including the right to send workers home after the start of their shift under the provisions of Article 14.6 Low Census Adjustment to Scheduled Shifts. If changes to the schedule are needed, the Employer shall notify affected employees as soon as possible.

**14.4.2 Schedule and Assignment.** Work schedules or assignments shall be filled according to the ability of employees to perform the work required on that schedule as solely determined by the Employer. If the Employer determines that two (2) or more employees have relatively equal abilities, then the employee with the longest seniority (as defined in Article 10: Seniority) shall be awarded the schedule or the assignment. The Employer's decision shall be exercised in good faith and be based on established policies. Schedules or assignments may be filled at the Employer's discretion on an interim basis until a regular placement is made.

**14.4.3 Employee Requests for Schedule Changes.** If an employee wishes to change a scheduled day with another employee, both must sign a written request, and it must be approved by their supervisor. No such changes will be approved if they result in overtime.

**14.4.4 CMA Staffing.** CMAs cannot be assigned resident care and passing medications at the same time because the practice is prohibited by state law.

**14.4.5 Copy of Electronic Schedule.** A Union representative, such as a Steward or Union staff, will be provided a copy of the electronic schedule upon request.

**14.5 Extra Shifts.** The Employer and employees will work to minimize the use of agency personnel. The Employer will endeavor to fill all unassigned shift hours with available Bargaining Unit personnel. The Employer will give priority to full-time and part-time employees over on-call staff.

**14.5.1 Open Shifts Known at the Time of the Schedule Post.** In order to ensure shift coverage and quality care, the Employer shall use the following steps to cover any open/unassigned shifts after the monthly work schedule is posted.

Shifts that are known to the Employer at the time the schedule is posted will be posted for Employees to sign up for those shifts. Employees shall have three (3) days from the posting date to sign up for the shifts. Shifts will be awarded on a seniority basis; however, once an employee has received a shift in this manner in a given month, then the employee shall go to the bottom of the list for receiving such assignment to allow for fair distribution of available shifts to interested bargaining unit employees. Employees who sign up for an extra shift may be bumped from that shift on three (3) days' notice if the Employer is able to fill the shift with a newly hired employee. Employees will not be rescheduled from their regular shifts or extra shifts to avoid paying overtime or extra shift pay except as defined by Article 14.6 Low Census Adjustment to Scheduled Shifts.

**14.5.2 Same-Day Open Shifts.** The Employer may offer an employee additional hours of work on a shift-by-shift and day-by-day basis if the Employer deems it necessary to add hours for increasing census or other reasons. It is understood that for same-day call-offs or same-day overtime work, the Employer may choose among volunteers currently at work and off-duty employees who first respond to an Employer text or other electronic communication announcing an open shift. At a minimum, the notice will identify any applicable additional compensation incentive (e.g., Critical Shift Pay, bonus, extra hourly shift pay, etc.) being offered by the Employer for such work.

**14.5.3 Alteration to Article 14.5.2.** The Employer may utilize an alternative "Same-day Open

Shifts” process to the one defined above that is agreed to between the Employer and the Union at the Facility’s Labor Management Committee and signed by Union and Employer representatives

**14.6 Low Census Adjustment to Scheduled Shifts.** The Employer may reduce an employee’s hours of work on a shift-by-shift and day-by-day basis if the Employer deems it necessary to reduce hours for declining census or resident case mix.

**14.6.1 Nursing Units and Employees Qualified to Be Assigned to Specialty Units; Non-nursing Units Unless Modified Per Article 14.6.3.** The Employer will incorporate the following guidelines when making necessary hour reductions:

Step 1. The Employer shall first ask for volunteers who are working Extra/Double Shifts. If there are multiple volunteers, then the Employer will accept volunteers in rotating seniority order, starting with the most senior employee on the shift. Employees who volunteer will have the option of using accrued vacation benefits, if available, or taking unpaid time.

Step 2. The Employer will ask for volunteers working Regular shifts. If there are multiple volunteers, then the Employer will accept volunteers in rotating seniority order, starting with the most senior employee on the shift. Employees who volunteer will have the option of using accrued vacation benefit, if available, or taking unpaid time.

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

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

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

**14.6.2 Alteration to Article 14.6.** The Employer may utilize an alternative program to the “Low Census Adjustment to Scheduled Shifts” process defined above that is agreed to between the Employer and the Union at the Facility’s Labor Management Committee and signed by Union and Employer representatives.

**14.6.3 Non-Nursing Unit Modification.** Upon mutual agreement between the Employer and employees in non-nursing departments, a different scheduling process than the process described in Article 14.6.1 may be used to conform to current practice and employee and Employer needs within the Department. If no mutual agreement can be reached for a different scheduling process, the non-nursing unit will abide by Article 14.6.1.'s Low Census Adjustment to Scheduled Shifts.it will revert back to the Census Adjustments in Articles.

#### **14.7 Meal and Rest Periods.**

**Meal Period.** An unpaid meal period of thirty (30) minutes is allowed for employees who work more than five (5) consecutive hours per shift in accordance with Oregon state law. If an employee works during all or part of a meal break, it shall be immediately reported to the employee's supervisor. If an employee works through all or part of their meal break, they will be paid for that time.

**Rest Period.** Employees are provided paid rest breaks up to fifteen (15) minutes for every four (4) hours worked or major fraction thereof. Rest breaks may be scheduled by the Employer or taken intermittently. The employee shall notify their supervisor before taking a break. In an urgent situation, the supervisor may require the employee to postpone their break until the situation has been resolved.

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

**14.7.2** The supervisor shall be responsible for ensuring that employees are able to take their breaks by scheduling break times (in consultation with the affected employees) and, if necessary, covering the employees' work during their break time.

**14.8 Paychecks.** Paychecks or direct deposits will be distributed bi-weekly. Pay periods and paydays shall be determined by the Employer and may not be changed without ninety (90) days' notice to the Union and the employees.

**14.9 Payroll Errors.** If an error is discovered in an employee's paycheck, the employee will notify their supervisor immediately. Paycheck errors of less than fifty dollars (\$50) will be corrected in the next payroll cycle. Paycheck errors of fifty dollars (\$50) or more will be corrected as quickly as possible prior to the next payroll cycle.

## ARTICLE 15 – PAID HOLIDAYS

**15.1 Observed Holidays.** Each calendar year the Employer will distribute a schedule of the year's holidays. The following are observed Employer holidays:

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Employee's

Birthday

**15.2 Eligibility.** After completion of the introductory period, full-time employees will receive holiday pay on each observed Employer holiday. To be eligible for holiday pay, the employee must work their last scheduled day before the holiday and the first scheduled day after the holiday, unless they are taking an excused absence on those days. Holiday pay will be paid based on the employee's regularly scheduled shift and at the employee's regular pay rate. Holiday hours are not included when computing overtime, only actual hours worked are counted to calculate overtime.

**15.3 Employee Birthday Holiday.** The Employee Birthday Holiday must be taken within thirty (30) days before or after the employee's birthday and may not be in conjunction with Thanksgiving Day, Christmas Day, or New Year's Day. If an employee's actual birthday fall on Thanksgiving Day, Christmas Day, or New Year's Day, the employee may need to request an alternative day off, based on business need.

**15.4 Conditions.** If a holiday falls during an eligible employee's approved vacation period, the eligible employee will be paid for the holiday at their normal rate of pay and the day off will not be charged against the employee's vacation balance. If a holiday falls during an employee's bereavement leave, the eligible employee will be paid for the holiday at their normal rate of pay and the day off will not be charged against the employee's bereavement allotment. If a holiday falls during an employee's jury duty service, the eligible employee will be paid for the holiday at their normal rate of pay. Holiday pay does not count as "hours worked" for purposes of calculating an employee's entitlement to overtime during the week in which the holiday occurs.

**15.5 Working on a Holiday.** Some departments may be open on a holiday due to business necessity. Employees will be given as much advance notice as possible if they are required to work a holiday. Employees asked to work on a holiday will receive their normal rate of pay for work performed on a holiday in addition to holiday pay.

## **ARTICLE 16 – PAID VACATION AND SICK LEAVE**

**16.1 Paid Vacation.** All regular full-time and part-time employees are eligible to earn paid vacation. Full-time and part-time employees may use their vacation benefits after three (3) months of continuous employment.

Vacation pay is based on a calendar year and the employee’s years of service. Vacation pay begins accruing after ninety (90) calendar days of service. For all employees employed on September 1, 2024, vacation pay accrual will begin per the applicable “Length of Service” based on their Seniority Date with the predecessor employer. For all employees not working for the predecessor employer on August 31, 2024, (i.e. hired after September 1, 2024), Length of Service will be based on their hire date with the Employer.

Vacation pay does not accrue during an unpaid leave of absence. Eligible full-time and part-time employees will accumulate vacation as follows (Note that part-time employees earn vacation based on hours worked, as set forth below):

| <b>Length of Service</b>  | <b>Accrual Rate per Pay Period (based on 80 hours)</b> | <b>Annual Accrual Maximum (based on 2080 hours)</b> | <b>Accrual Cap</b> |
|---|--|---|--------------------|
| <b>Hire Date – 90 days</b>  | 0  | 0   | 0                  |
| <b>90 days -12 months</b>   | 2.22222 hours<br>PT: .0278 hours per hour worked       | 1 week/40 hours                                     | 160 hours          |
| <b>13 months – 48 months (2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup> years)</b> | 3.33333 hours<br>PT: .0416 hours per hour worked       | 2 weeks/80 hours                                    | 160 hours          |
| <b>49 months -120 months (5<sup>th</sup> – 9<sup>th</sup> years)</b>                | 5.00000 hours<br>PT: .0625 hours per hour worked       | 3 weeks/120 hours                                   | 180 hours          |
| <b>121 months (10+ years)</b>   | 6.6666 hours<br>PT: .08333 hours per hour worked       | 4 weeks/160 hours                                   | 200 hours          |

Except as otherwise allowed by law, paid vacation time can be used in increments. Employees should request vacation time off in writing from their supervisor at least two (2) weeks before the anticipated time off. Vacation time off requests will be reviewed on several factors, including business needs and staffing requirements. The Employer will approve or deny the request for vacation time off within seven (7) calendar days of its submission. While the Employer will attempt to accommodate a timely vacation request, it cannot guarantee that such a request will be granted on all occasions. In case of a conflict between two (2) or more vacation requests, the Employer will use the length of service with the Employer as a baseline for determination, although exceptions may apply as relevant.

Vacation time off is paid at the employee's base pay rate at the time of vacation. It does not include overtime or any special forms of compensation such as incentives, commissions, bonuses, or shift differentials.

Once an employee reaches the annual accrual maximum or accrual cap, the employee ceases accruing vacation. Vacation accruals will resume up to the annual accrual maximum if they are below the accrual cap.

Instead of taking vacation, employees may request payment for the vacation hours they have accrued but must maintain a vacation balance of at least twenty-four (24) hours. This may be done only one (1) time per calendar year. To do so, employees must complete a Vacation Payment Request form and submit it to their supervisor at least seven (7) days before the date requested for payment.

Upon termination of employment, an employee will be compensated for all vacation benefits accrued but unused at the rate of compensation paid at the time of termination.

## **16.2 Paid Sick Leave**

All employees are eligible to accrue and use Paid Sick Leave ("PSL") under this policy as required by Oregon law.

**Accrual.** Employees accrue PSL at the rate of 0.03333 hours for each hour worked, up to a maximum of fifty (50) hours per year. This accrual is in addition to front loaded PSL described below under PSL Hours Bank.

**Waiting Period for Use.** Employees will begin to accrue, or are provided, PSL immediately upon hire, but may only use paid sick leave after they have been employed for at least ninety (90) days. However, employees may utilize PSL for supplementing Paid Leave Oregon (PLO) benefits immediately upon hire.

**Annual Carryover.** The Employer defines a 12-month period for purposes of this policy only as running from January 1 to December 31. Employees may carry over up to forty (40) hours of any available, unused PSL hours to the following benefit year. All other unused PSL hours are forfeited.

**Increments of Use.** Sick time may be used for full or partial day absences and may be taken in increments of one (1) hour or more.

**PSL Hours Bank.** Upon initial hire, each full-time employee will be provided a bank of twenty-four (24) hours of paid sick leave and each part-time employee will be provided a bank of sixteen (16) hours, in either case prorated based on the date the employee begins working. These hours will become available to the employee for use on the ninety-first (91<sup>st</sup>) day of employment. For example, a full-time employee hired in March will receive approximately eighteen (18) hours of sick leave, a full-time employee hired in June will receive approximately twelve (12) hours of sick leave, and a full-time employee hired in September will receive approximately six (6) hours of sick leave, which the employee may begin using on the 91<sup>st</sup> day after the employee's employment with the Company begins. Thereafter, eligible full-time employees will receive twenty-four (24) hours of sick leave under this policy at the beginning of each twelve (12) month period and part-time employees will receive sixteen (16) hours of sick leave for that same period.

**No Cash Out/PSL Upon Re-Hire.** Employees who separate from employment with the Employer and are re-hired within one-hundred and eighty (180) days of separation will have any unused sick leave restored. However, accrued unused PSL under this policy has no monetary value and is not paid out at the time of separation from employment.

**Exhaustion of Paid Sick Leave.** A bargaining unit employee who must be absent from work for any reason that may have qualified for use of PSL but who has exhausted PSL, may use accrued vacation hours to continue compensation for the scheduled shift(s) that were not worked.

**Reasons for Use.** Leave under this policy may be used for the following purposes:

- 1) To care for the employee's own illness, injury, or health condition, need for medical diagnosis or treatment of an illness, injury or health condition;
- 2) To care for the employee's family member with an illness, injury or health condition who needs medical diagnosis, care, or treatment or who needs preventative medical care;
- 3) For any purpose allowed under Oregon's domestic violence, harassment, sexual assault, bias crime, or stalking laws, including to seek legal, law enforcement or other aid, including participating in legal proceedings, or medical treatment or recovery from injuries, or to obtain mental health or counseling or other similar services, or participate in safety planning when the employee, or the employee's minor child or dependent is a victim of domestic violence, harassment, sexual assault, bias crime, or stalking;
- 4) In the event of a public health emergency, including: (a) the closure of the employee's place of work, or the school or place of care of the employee's child by order of a public official due to a public health emergency; (b) a determination that the employee's presence or the presence of the employee's family member in the community would jeopardize the health of others such that the employee must provide self-care or care for the family member; or (c) the exclusion of the employee from the workplace under any applicable law that requires the employer to exclude the employee from the work place for health reasons; or
- 5) Any of the enumerated purposes under Oregon's Family Leave Act (Oregon Revised Statutes section 659A.159), including but not limited to the care for a child of the employee who is suffering from a non-serious illness, injury or condition that requires home care or who requires home care because of the closure of the child's school or child care provider as a result of a public health emergency,
- 6) For pregnancy disability,
- 7) To deal with the death of a family member within 60 days of the date on which the eligible employee receives notice of the death of a family member.
- 8) To deal with the fact that the employee's home or work location is in a Level 2 or 3 evacuation zone.

For purposes of this policy, a "family member" is defined under Oregon Revised Statutes section 659A.150, and includes an employee's child (biological, adoptive, or foster), spouse, registered domestic partner, parent (biological, adoptive, or foster), parent of a spouse or parent of a registered domestic partner, grandparent, or grandchild, or a person who is related by blood or affinity to the employee whose close association with the employee is the equivalent of a family relationship, or a person with whom the employee was or is in a relationship of *in loco parentis*.

## **How to Request PSL.**

**Foreseeable.** For planned sick leave, the employee must provide their supervisor with as much advance notice as possible, and, in any event, at least ten (10) days' notice prior to the date the leave will commence. Employees must make reasonable efforts to schedule planned sick leave in a manner that does not unduly disrupt operations and should attempt not to schedule sick leave during peak work hours, when work is time-sensitive, or when mandatory meetings are scheduled.

**Unforeseeable.** Where the need for sick leave is unforeseeable, employees must provide notice as soon as practicable.

**Documentation.** The Employer may require appropriate certification of leave under this policy when a leave exceeds three (3) consecutive workdays or the need for sick time is foreseeable and will likely last more than three (3) consecutive workdays. However, the Employer will not delay or deny additional leave or delay or deny pay for leave taken under this policy if appropriate certification is not provided. In the event medical certification is not covered under a health benefit plan, the Employer shall pay any reasonable costs for providing the certification.

**No Interference.** The Employer encourages employees to take time off under this policy and prohibits interference with any rights under this policy or retaliation against an employee for taking time off under this policy. For more information regarding this policy or to report any concerns or issues regarding this policy, employees should contact their Human Resources representative or the Administrator.

**Concurrent Leave.** Leave under this policy may run concurrently with leave under local, state or federal law, including leave taken pursuant to the Federal Family Medical Leave Act. Please check with your Human Resources representative or the Administrator for more details on the Employer's Sick Leave Policy.

## **16.3 Paid Leave Oregon**

Supplementing\_Employees may choose to use any accrued leave, including donated leave, in the order and amount of their choosing while receiving Paid Leave Oregon benefits.

Continuation of Benefits. While receiving Paid Leave Oregon benefits, the Employer will continue to provide all employer-paid insurance benefits. Any required employee contributions towards those benefits will be deducted from employee paychecks if the employee elects to supplement their Paid

Leave Oregon benefits payments with accrued paid leave. An employee may submit monthly payments to the Employer for the employee portion of premiums, or, an employee may choose to have the employee portion of premiums paid by the Employer on their behalf during months an employee uses Paid Leave Oregon. Payments made by the Employer are recoverable upon the first available paycheck(s) after the employee returns to work, not to exceed ten percent (10%) of their gross pay of each pay period.

Seniority and Benefit Accrual. Employees' seniority and benefits will continue to be credited during any leave covered by Paid Leave Oregon.

## **ARTICLE 17- OTHER LEAVE**

**17.1 Bereavement.** Full-time and Part-time employees who have completed their initial probationary period may take up to three (3) paid and two (2) unpaid days of leave in the event of the death of a spouse, domestic partner, child, parent, sibling, grandparent, grandchild, or corresponding in-laws or "step" relations and a person who is related by blood or affinity to the employee whose close association with the employee is the equivalent of a family relationship, and up to three (3) days unpaid in the event of the death of any other relative. Eligible employees may use accrued leave for any unpaid bereavement days. Employees eligible under the Oregon Family and Medical Leave Act (OFLA) may take up to two (2) weeks of protected bereavement leave per family member.

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

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

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

**17.5 Family Leave.** The Employer shall comply with the terms of the Oregon and Federal Family and Medical Leave Acts and Oregon's Paid Family and Medical Leave Insurance, also known as Paid Leave Oregon or PLO. Such compliance shall not diminish any additional rights offered by the language of this Agreement.

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

**17.7 Union Leave.** An unpaid leave of absence for a period not to exceed one (1) year shall be granted to employees in order to accept a full-time position with the Union, provided such leaves will not interfere with the operation of the Employer. Union leave must be requested at least thirty (30) days in advance. While on leave employees will not lose or accrue seniority. An employee on Union leave will be returned to their same job classification and shift upon their return.

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

**17.9 Parental Leave.** An Employee shall be granted a leave of absence without pay for up to twelve (12) weeks to care for a new baby. Such leave can be less than twelve (12) weeks, if so requested by the employee, or at the discretion of management more than twelve (12) weeks, depending on the needs of

the facility. During the period of parental leave, the employee may choose to use accrued leave. Parental leave must be requested at least sixty (60) days in advance. Parental leave may be granted with less than sixty (60) days notice upon approval by facility Administrator. An employee on parental leave will be returned to their same job classification and the same shift upon their return.

**17.10 Leave Donation.** If the Employer establishes a leave donation program, it will give notice to the Union and apply the same benefit to bargaining unit employees.

## **ARTICLE 18 - HEALTH INSURANCE**

On an annual basis the Oregon Essential Workforce Health Care Fund (“Fund”) will notify the Employer of the total participant premium amount (“employer insurance cost”). The Employer shall pay that amount to the Fund by the fifteenth (15th) day of each month following the month in which each participating employee is scheduled to work thirty (30) or more hours per week.

Bargaining-unit eligible employees who enroll in the Fund-provided healthcare insurance coverage shall pay the following applicable monthly employee-share amount of the total premium’s employer insurance cost.

Employee Only \$35

Employee and Spouse \$70

Employee and Family \$105

### **Cost Controls:**

1. If the Fund’s Board changes the participant premium amount, the parties will engage in collective bargaining to agree on the applicable monthly employee-share amounts paid by bargaining-unit eligible employees and those rates will replace the above Employee Only, Employee and Spouse, and Employee and Family rates consistent with the Fund Board’s approved effective date.
2. Each facility shall make a Fund contribution for all employees enrolled in the Fund-provided healthcare insurance coverage.
3. Each facility agrees to be bound by the terms of the current Agreement and Declaration of Trust that governs Fund operation and accepts the Fund’s Employer Trustees as its representatives.

4. The Fund shall determine the eligibility rules for coverage, waiting periods for coverage, and the benefits to be provided to employees and their dependents.

5. If the implementation of a federal or state law results in a material change in the Employer's cost of providing health insurance, or if the Fund trustees increase the total premium from one (1) plan year to the next by ten percent (10%) or more, upon a party's request, the parties will re-open this Agreement for the limited purpose of engaging in good faith bargaining to address the effect(s) of such change(s). The parties will review the predecessor employer's history of total health insurance contributions and contribution holiday(s). The parties shall consider establishing an additional Contribution Holiday to address the material change in Employer's cost of providing health insurance, if any. If, after good faith bargaining for up to sixty (60) days, the parties cannot reach an agreement, the No Strike/No Lockout Provisions shall be lifted.

## **ARTICLE 19 - 401(k) RETIREMENT SAVINGS**

Bargaining unit employees are eligible to participate in the Employers 401(k) plan, which is voluntary. Employees may be eligible to participate in the plan after completing the service eligibility requirements set by the plan. Eligible employees may participate in the 401(k) plan subject to all terms and conditions of the plan.

The Employer will continue the current Employer match percentage for the term of this Agreement, which is as follows: the Employer will contribute twenty-five cents (\$0.25) for every (\$1.00) contributed by employees up to four percent (4%) of income. Only employees employed on December 31<sup>st</sup> will be entitled to the Employer match for contributions they make that year. The match will be made by the Employer in the first quarter of the following year. Employer matches are subject to the following vesting schedule. For purposes of applying the vesting schedule, "After # year(s) of employment" refers to an employee's hire date by the Employer, not a predecessor.

|                             |      |
|-----------------------------|------|
| After 1 year of employment  | 25%  |
| After 2 years of employment | 50%  |
| After 3 years of employment | 75%  |
| After 4 years of employment | 100% |

The 401(k) savings plan allows employees to elect how much of their salary to defer within the plan's

limits and provides for self-directed investment of plan accounts so employees can tailor their own retirement package to meet their individual needs. Employees' elections can be made as a percentage per pay period.

Because deferral to a 401(k) plan is automatically deducted from employees' pay before federal and tax withholdings are calculated, employees save tax dollars now by having their current taxable amount reduced. The amounts deducted generally will be taxed when they are finally distributed.

In addition to the 401(k) pretax option, the plan also allows employees to participate in the new Roth 401(k) post-tax option. This deduction is similar to the 401(k) plan but does not reduce taxable income. There is no tax liability upon distribution of the Roth funds. This means that employees' gains will grow tax-free, and employees will never pay taxes on the gains.

## **ARTICLE 20 - EMPLOYEE RIGHTS AND JUST CAUSE CORRECTIVE ACTION.**

### **20.1 Progressive Discipline Corrective Action Steps.**

A. The Employer shall have the right to discipline, suspend, or discharge any employee for just cause. Following the Management Rights Article, the Employer shall publish an Employee Handbook and Human Resources Policy and Procedures. Introductory employees can be disciplined or discharged for any reason and shall not have recourse to the grievance and arbitration procedure set forth in this Agreement. All disciplinary documents will identify the specific Employer policy(s) supporting the Corrective Action.

#### **Progressive Discipline Corrective Action Steps**

|        |                            |
|--------|----------------------------|
| Step 1 | Documented Verbal Warning  |
| Step 2 | Documented Written Warning |
| Step 3 | Final Written Warning      |
| Step 4 | Termination of Employment  |

B. No "verbal counseling" discussion between an employee and a supervisor shall be deemed to constitute discipline under this Section. Accordingly, no such verbal counseling shall be considered a matter subject to the grievance and arbitration procedures. In contrast, a "verbal warning" shall be accompanied by a written notification placed in the employee's personnel file. The verbal warning shall be considered part of the progressive disciplinary procedure.

C. The Employer recognizes the concept of progressive discipline and will endeavor to utilize a progressive discipline response in cases of inadequate work performance or violation of Employers' workplace rules. However, the nature and severity of an offense will permit the imposition of disciplinary action at any level of discipline up to and including discharge. In the event of a conflict, this Agreement will take precedence over the Employer's work rules. An employee may be represented by a Union Steward, staff representative, or other facility Union member of their choice if they choose to be represented in meetings called by the Employer that could reasonably result in disciplinary action. The Employer will inform employees of the right to have Union representation. It is understood that the Employer need wait for an employee to obtain representation only for a limited period of time that is reasonable under the particular circumstances involved. Employees may choose not to have representation by indicating on a form with language mutually agreed upon by the Employer and Union.

D. Whenever the Employer takes disciplinary action against an employee, a copy of such action will be given to the employee and the Union. The Employer's policy is that employees sign the disciplinary action copy, which shall constitute only an acknowledgment of receipt and not an admission that the facts and conclusions stated in the disciplinary action are accurate. Failure to provide such copies shall not be subject to this Agreement's arbitration procedure.

E. The Union, acting on behalf of any employee whom the Union believes to have been disciplined without just cause, shall have the right to appeal such discipline per the grievance and arbitration procedure set forth herein.

**20.2 Progressive Discipline and Just Cause.** The Employer shall have the right to maintain discipline and efficiency of its operations, including the right to discharge, suspend or discipline an employee for just cause while applying progressive discipline. The Employer's Policies outline grounds for discipline or discharge, including immediate dismissal, provided such policies are not inconsistent with this Agreement. Any introductory employee may be discharged or disciplined by the Employer in its sole discretion. No question concerning the disciplining or discharge of introductory employees shall be the subject of the grievance or arbitration procedure.

**20.3 Right to Union Representation When Discipline is Imposed.** Discipline shall be imposed only in the presence of a Union Steward or representative, except in those cases where the Steward or representative cannot be available within a reasonable and limited period of time based

on the particular circumstances involved, where the employee chooses not to have Union representation, or the infraction for which a suspension or termination is imposed constitutes a very "serious offense" warranting summary action (i.e., assault, attack or threat of physical violence on fellow employees or management representatives, etc.). When a Union Steward is not present in such instances, the Employer will administer discipline and not question the employee and notify the Steward as soon as possible of the action taken. The Employer will inform employees of the right to have Union representation. Employees may choose not to have representation by indicating this on a form with language mutually agreed upon by the Employer and Union.

**20.4 Corrective Action Process.** If a supervisor has just cause to issue Corrective Action to a bargaining unit employee, the supervisor shall make a reasonable effort to promptly implement the Corrective Action in private. All facility employees should treat each other with respect and dignity. If any communication between a supervisor and a bargaining unit employee may lead to Corrective Action, the supervisor will notify the employee and allow a reasonable opportunity for a Union representative of the member's choice to join the subsequent discussion. During the discussion, the supervisor will inform the member why they are being investigated or issued Corrective Action while also identifying the specific Employer policy(s) supporting the Corrective Action. The supervisor may also have a witness join the conversation. In a situation where a bargaining unit member is placed on administrative leave, the supervisor will also explain the necessity for administrative leave before the completion of the Employer's due diligence regarding the determination of the Corrective Action.

It is understood that an employee may be placed on administrative leave with or without pay, at the Employer's discretion, based on the totality of the circumstances involved. The purpose of placing a bargaining unit employee on administrative leave is to allow the Employer the time necessary to thoroughly investigate a disciplinary incident under "just cause" principles. After the seventh (7th) consecutive day of administrative leave, the Employer shall either: 1. Issue their disciplinary determination (e.g., written warning, termination, suspension, reinstatement, etc.); 2. Return the employee to work without additional discipline; or 3. Send an email to the Union explaining why the investigation must continue for up to seven (7) additional days.

If an employee is placed on administrative leave without pay, and the Employer's investigation of the underlying incident does not substantiate the underlying allegations which led to the suspension, the Employer will compensate the member for scheduled workdays missed due to the suspension.

**20.5 Discharge and Suspension Notification.** The Employer shall notify the Union in writing, via email correspondence, of any discharge or suspension within forty-eight (48) hours (excluding Saturdays, Sundays, and holidays) from the time of discharge or suspension.

**20.6 Disciplinary Record.** Copies of all discipline shall be given to the employee involved and the Union Steward. An employee has the right to attach their opinions to any disciplinary record in their file.

## **ARTICLE 21 - PERSONNEL RECORDS**

**21.1 Personnel Files.** Personnel files are the Employer's property. A Bargaining Unit Employee shall be permitted to examine all materials in their 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.

**21.2 Disciplinary Materials and Evaluations.** No Corrective Action, disciplinary material, 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 constitutes acknowledgment 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 employee's views. Such a statement will be included with the Corrective Action in the employee's personnel file.

**21.3 Written Communication.** Employee corrective or disciplinary action written communication ("Forms") shall not be removed from an Employee's personnel file. Yet, such Forms that are more than eighteen (18) months old will not be considered by the Employer when contemplating further disciplinary action or when evaluating the job performance of the Employee under the principles of just cause and progressive discipline, unless such Forms relate to an Employee's allegations of abuse, violence, theft, harassment, discrimination, or breaches of ethical conduct, which shall remain in effect indefinitely.

## **ARTICLE 22 - GRIEVANCE AND ARBITRATION PROCEDURE.**

**22.1 Intent.** The parties desire 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 this Agreement's application. The employee is responsible for obtaining Union representation to attend any investigatory, disciplinary, or grievance meetings. To the extent possible in a timely manner, the Employer shall honor the employee's choice of representative unless such representative is involved in the dispute.

**22.2 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 can present a grievance to the other. However, the below procedure is written from the perspective of the Union submitting a grievance to the Employer. The settlement of a grievance by either party shall not constitute a precedent, unless mutually agreed to in writing. An employee may be assisted or represented by a representative of the Union at any step in the grievance procedure.

**22.3 Grievance Time Limits.** Time limits set forth in the following may only be extended by mutual written agreement between the Employer and the Union. A grievance regarding an employee's termination must be filed at Step 1 within ten (10) calendar days of the discharge. 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 employee. 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 when the Employer made such an employee benefit eligibility decision. 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 as defined in this Section, in a timely basis, or to timely advance such a grievance, per the time limits outlined in the grievance procedure, will constitute their formal withdrawal of the grievance.

**22.4 Optional Informal Discussion.** An employee is encouraged to discuss a workplace concern with their supervisor. The Open-Door Concept is for an employee and a supervisor 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 issues, employees are encouraged to bring any work-related questions or concerns to the Employer's attention. 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. Although an employee may contact any supervisor to discuss a problem or concern, the Employer recommends that employees resolve the situation first with their immediate supervisor. That person is generally in the best position to evaluate the situation and provide an appropriate solution. If an employee is not satisfied with their supervisor's decision, or the employee is uncomfortable discussing the issue with their immediate supervisor, the employee may go to the person that the immediate supervisor reports to. The employee may voice all such concerns verbally. The Employer will have fifteen (15) calendar days to respond to any issue raised through the Open-Door policy.

**22.5 Step 1 Grievance Presented in Writing to Administrator.** Within thirty (30) calendar days after the employee knew or reasonably should have known of the cause of any grievance, an employee having a grievance, with the optional assistance of a Union representative, shall present it in writing to the Facility Administrator or authorized designee. The written grievance shall contain all of the following pertinent information:

1. the specific Article(s) of this Agreement alleged to have been violated;
2. a brief factual description of how the specific language of the identified Section(s) has been violated;
3. the date of each alleged violation of the identified Section(s);
4. the specific remedy requested for each alleged violation (i.e., if possible, describe how the grievant will be "made whole in every way");
5. the reason the response in the previous step is not satisfactory when appealing a grievance to the next step; and
6. the names of the grievant(s) and union representatives presenting the grievance.

Violations of other contract Sections cannot be alleged after the written grievance has been submitted and accepted by the other party.

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 to review and, where possible, attempt 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 Step 1

response will settle the matter unless appealed to Step 2. 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 responded to the information request at least seventy-two (72) hours before the scheduled Step 1 grievance meeting, the Union shall have the option of postponing the hearing to a mutually agreeable date.

**22.6 Step 2 Grievance Appeal.** If the Parties are unable to resolve the dispute at 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 designee (e.g., Administrator's Supervisor, HR Consultant, Labor Attorney, etc.) in writing (e.g., an email) of the Union's appeal of the grievance to a step 2.

Upon receipt of the written Step 2 grievance appeal, the Employer's Designee and the Union's Designee (e.g., Steward or Union Organizer, etc.) shall coordinate a Step 2 grievance meeting. The Employer's Designated Leadership representative and the Union shall meet within fifteen (15) calendar days to conduct the Step 2 grievance meeting. The Designated Leader will provide a written response to the Union representative within fifteen (15) calendar days following the date of such meeting. The Employer's Designees' Step 2 response will resolve the matter unless the matter progresses to mediation or arbitration, as provided after this.

If the Union has requested information from the Employer and the Employer has not responded to the request at least seventy-two (72) hours before the scheduled Step 2 grievance meeting, the Union shall have the option of postponing the hearing to a mutually agreeable date.

**22.7 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 proceeds to mediation. The mediation process shall not interfere with the scheduling of an arbitration. If the non-requesting party agrees to engage in optional mediation, the requesting party shall request a mediator from the Federal Mediation and Conciliation Service ("FMCS") or another mediation group agreed to by the parties. The mediator shall have no authority to bind either party to an agreement.

**22.8 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 Designee within fifteen (15) calendar days from the date of receipt of the Employer's response, or lack thereof, to the step 2 grievance. No Party's allegation of Agreement breach or claim for relief shall be eligible for arbitration unless the Party initially presented it timely per 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.

1. Arbitrator Selection Process. If the Employer and the Union have not mutually established a permanent panel of arbitrators, upon a timely 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. 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 a coin toss.

2. Arbitration Timelines. Once the Parties have appropriately selected an Arbitrator, they will schedule an arbitration date within sixty (60) calendar days or the earliest date that all parties are available. The Union and the Employer may, with mutual agreement, make procedural changes to the arbitration process given unique circumstances of individual cases. Before 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 parties' evidence and arguments. Any arbitrator accepting an assignment under this Article agrees to issue an award within thirty (30) calendar days of the close of the hearing or sixty (60) calendar days if post-hearing briefs are submitted.

3. Arbitrator Award and Cost. Any dispute as to arbitrability may be submitted and determined by the arbitrator. The Arbitrator's determination shall be final and binding. All Arbitrator decisions shall be limited to this Agreement's terms and provisions. The Arbitrator shall have no authority to alter, amend, or modify the current Agreement. 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 the Arbitrator sustains neither party's

position in the Arbitrator's sole opinion, the Arbitrator shall assess the preceding costs to each party on an equal

basis. In addition, in all arbitrations, each party shall pay its own attorney's fees and the cost of presenting its case, including any expert witnesses.

4. Grievance/Arbitration Timelines. Except as otherwise indicated, the periods and limits provided herein shall be calculated as of the date of actual receipt. All notifications under this Article shall be sent by e-mail or certified mail or delivered by in-hand service. Such periods may be extended only by mutual written agreement of the Employer and the Union. In the absence of such an agreement, the time limits shall be mandatory.

The failure of the aggrieved employee(s) or Union to properly present a grievance in writing initially, to process a grievance in any of the steps in the grievance procedure after that, or to submit the grievance to arbitration under 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 periods shall not constitute acquiescence to it 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, within fifteen (15) calendar days of such expiration date, it may submit the grievance to the next step of the Grievance and Arbitration Procedure.

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

6. The parties agree that the Arbitrator shall accept a written statement signed by a resident or patient in place of their sworn testimony. Both parties shall have equal access to such written statements. Such documents shall carry the same force and effect as if the resident, patient, or family member appeared to provide live testimony. 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.

## 22.9 Grievance Procedure Summary Chart

The Parties established the below chart to summarize this Article's provisions. However, the Parties understand that the Article's provisions govern in the event of a conflict with any chart content.

| 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 another Employer representative. | As soon as possible.   | Verbal response to the grievant or Union representative within 15 calendar days of the informal discussion. |
| Step 1 for all other issues  | Within 30 calendar days of when the issue occurred (10 calendar days for terminations) or when the employee learned about it or responded to the optional informal discussion. | Written (often via email) grievance issued to the facility administrator.                  | Step 1 grievance meeting must occur with the 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 receiving 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.   |

|                    |  |  |   |  |
|--------------------|--|--|---|--|
| Optional Mediation | The Union has 15 calendar days to 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 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 the arbitrator's selection, or as soon as the arbitrator's schedule allows. |  |

## ARTICLE 23 - LABOR MANAGEMENT COMMITTEES

**23.1 Statewide Labor Management Committee.** The Parties will establish a Statewide Labor Management Committee (“SLMC”) within sixty (60) days of this Agreement’s effective date.

- The Employer, its employees, and the Union understand and agree that each aspires to provide high-quality healthcare. The Employer and employees must be committed to serving the facility’s residents by delivering the highest quality of care possible. The Parties agree and understand that high-quality resident care can be achieved if they discuss and address patient care, safety, and workplace issues together.
- The purpose of the SLMC is to evaluate the quality of services provided to residents, the quality of the working environment to retain staff by reducing turnover, staffing, and workload issues, and make recommendations for such topics.
- The Parties will primarily task the SLMC with the following: Scheduling quarterly statewide meetings to improve communication; Monitoring the proper application of facility policies, facility procedures; and this Agreement; Problem-solving strategies to improve resident care; and Addressing public policy concerns that affect nursing home operations.
- The Employer or the Union may schedule the SLMC. The Employer will pay the employees for participating in the meeting, but no more than two (2) hours quarterly.
- The SLMC will have an equal number of supervisors and employees who are bargaining-unit members.
- SLMC meeting discussion topics will include but are not limited to the following criteria and ideas identified by union members as critical to addressing the facility’s performance regarding staffing, turnover, retention, and resident care:
  - Turnover.
  - Attendance.
  - Scheduling.
  - Staffing ratios for CNAs, housekeeping, CMAs, and other represented positions.
  - Acuity-based staffing.
  - Process improvement and technology.
  - Policies and procedures that affect the job duties performed by this Agreement’s job classifications.
  - Opportunity for the Parties to cooperate to improve the Company’s CMS “5 Star” Quality Rating.
  - Opportunity for the Parties to cooperate to improve the Company’s ability to be the provider of choice in each community.
  - Opportunities for employees to promote high-quality customer service while working for the Company.

- The SLMC shall not engage in negotiations, nor shall the SLMC consider matters properly the subject of a grievance. The merits of individual disciplines will not be discussed at SLMC meetings but shall instead be referred to the grievance process.
- If the SLMC cannot resolve an issue, the parties may mutually agree to move to Mediation of the grievance and arbitration procedure. Mediation will be the final step.

**23.2 Facility Labor Management Committee.** The Employer recognizes the value of communication and input from its employees. Therefore, to nurture and encourage this communication, a Facility-specific Labor-Management Committee (“FLMC”) shall be formed to discuss issues of concern and importance. Each Party may submit items for discussion at a FLMC. The Employer and the Union shall each designate their FLMC members, and the FLMC membership may vary from meeting to meeting based on the agenda items or other reasons. The FLMC will not exceed three (3) bargaining unit members and three (3) management representatives. The FLMC members shall be paid for the time of the meeting. Other bargaining unit employees may voluntarily attend on unpaid time.

**Purpose:** The FLMC aims to identify, discuss, and address issues surrounding the quality of resident care and employee safety constructively. The FLMC shall monitor the quality of resident services and make recommendations to improve such services in staffing and workload issues, resident care indices (e.g., falls, bedsores, wound care), and other matters directly bearing on the quality of care received by the residents. The Parties intend that the FLMC has been established to receive the employees’ input only and is not intended to mean or imply that these employees have any management rights about patient care issues. The Employer maintains complete control in this regard. The Employer shall implement those FLMC recommendations that are unanimously agreed upon by the FLMC members when any such advice is consistent with the terms of this Agreement and the Employer’s policies.

**Meeting:** The FLMC shall meet quarterly, or more frequently as desired by the Parties, on a date mutually agreed to by the Facility’s Administrator and the designated Union representative unless mutually agreed otherwise. The FLMC can meet regardless of whether a Union representative is present. It is strongly encouraged for a Union steward to be in attendance at every FLMC Meeting. No less than five (5) calendar days before the scheduled meeting, the Employer and the Union representative shall provide each other with their proposed agenda items to be discussed at the meeting. Meetings shall be held at the facility and scheduled to last one (1) hour, but in no event shall

they last for more than two (2) hours unless the parties mutually extend the meeting. Employee committee members shall be paid for their attendance at their straight-time hourly rate. Topics for discussion at the FLMC may include, but are not limited to:

- Resident care
- Training needs
- Staffing levels
- Staff recognition
- Staff morale
- Facility policies
- Scheduling
- The Facility's CMS "5 Star" Quality Rating and strategies to improve the rating
- The Facility's regulatory compliance results and strategies to improve such results
- The Facility's CMS Quality Measures trend for the past four quarters (e.g., ADL Decline, Long Stay High-Risk Pressure Ulcer, Weight loss, Restraints, Injurious Falls, etc.)
- Opportunity for the Parties to cooperate to improve the quality of resident care for patients being discharged from an acute hospital and joint outreach to local acute hospitals to educate and inform them of how this nursing home can become their provider of choice
- Opportunities for employees to promote high-quality customer service while working in the facility.

**23.3 No Authority to Change CBA.** The SLMC and the FLMC will not have any authority to bargain, modify, or reach an agreement over any terms or conditions of employment. The SLMCE and the FLMC will not have any ability to change any term of this Agreement. Yet, the SLMC may recommend that the Parties mutually amend this Agreement as unanimously agreed by each SLMC member and as allowed by this CBA. It is understood and agreed that the SLMC and FLMC deliberations and discussions shall remain confidential among the parties. Nothing said during or as part of the FLMC related to patient care shall be disclosed to any outside party. The parties agree to comply with HIPAA as amended. Under no circumstances shall the SLMC or FLMC members be required to testify concerning the operation of the SLMC or FLMC, topics discussed, positions advocated, or recommendations made.

**23.4 Enforcement.** This Article shall not be subject to the grievance and arbitration procedure of the Agreement except that either party may grieve or arbitrate any failure by the other party to fulfill any procedural obligation that arises under this Article.

## **ARTICLE 24 - MUTUAL RESPECT AND DIGNITY**

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

**24.1 Bullying.** The Employer and the Union agree that behaviors that harm, intimidate or coerce individuals can contribute to an unhealthy 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.

## **ARTICLE 25 - SAFETY AND TRAINING**

**25.1** The Employer shall carry out their obligations as set forth in applicable federal, state and local laws and regulations to provide a safe and healthy work environment for its employees. The Employer shall be responsible for enforcement of such rules and regulations and of its own safety rules and regulations. Employees shall abide by all of the Employer's safety policies and procedures.

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

**25.3** The Employer shall provide the equipment, materials and training to employees in order to promote a safe workplace and resident safety.

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

assignment.

**25.5** All nursing employees shall be trained on all units of the facility during their initial training period.

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

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

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

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

**25.10** All new bargaining unit employees performing direct care on residents, and existing bargaining unit employees promoted to any position performing direct care on residents shall receive up to five (5) days paid "hands on" training as appropriate upon hire (i.e., based on experience and extent of subject matter expertise). This training shall be completed prior to the employee being officially placed on the schedule.

**25.11 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. The Employer will provide employees with adequate time to complete required training.

**25.1** If a bargaining unit employee believes that the behavior of a resident, a resident's family member, or other visitor makes them unsafe, the employee should immediately report the unsafe behavior to a member of management. The Employer will listen to the employee's concerns, investigate them as necessary, and address them as appropriate. The Employer will make all reasonable efforts to resolve the situation in a manner that protects employee health and safety.

An employee will not be subject to discipline for exercising the employee's rights under this Article.

If a resident is reassigned because of staff safety concerns, the employee(s) to whom the resident is reassigned will be informed of the safety concerns and provided an opportunity to discuss strategies to mitigate the concern.

## **ARTICLE 26 – SEPARABILITY**

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

## **ARTICLE 27 – SUCCESSORSHIP**

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

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

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

- a. Nothing in this provision shall require the successor employer to offer the same medical, dental or vision insurance plans, or the same retirement or 401k, or the same group life or disability plans. The successor employer may implement its own medical, dental or vision plans, retirement or 401k plan, disability plan, and group life insurance plan and may also implement its own time off plan.
- b. With regard to the medical insurance benefits, the successor employer shall offer a plan that is similar on the whole to the Employer offered plan.
- c. Nothing in this provision shall require the successor employer to continue in effect the contractual vacation and sick leave provisions provided that the successor employer offers a comparable amount of time off as the total time off amounts for vacation and sick leave contained in this Agreement.
- d. In the event that the Employer is unable to find a purchaser that is willing to purchase the facility under the terms and conditions specified herein and the Employer is faced with closing the facility, the Employer shall notify the Union of its intent to close the facility. Upon notifying the Union, the parties shall meet within ten (10) business days to discuss the possible closure. The Employer shall provide evidence of its intent to close because the potential buyer will not purchase the facility if said buyer has to honor the “successorship” provision. Upon providing such evidence, the Employer shall be relieved of its obligation under the “successorship” provisions of the contract.
- e. The Employer shall have no responsibility or liability for any breach of the provisions of this Section by the successor employer as long as the Employer performs the obligations set out in this Article.

## **ARTICLE 28 - COLLECTIVE BARGAINING AGREEMENT TRAINING**

The Parties will schedule an in-person or virtual joint CBA Training, at the facility, within one hundred and twenty (120) days of this Agreement’s ratification date. The Parties will use their best efforts to include representatives from the Employer, SEIU Local 503, and the facility-based union steward. The one-time training session will be completed in one (1) hour. The Employer will compensate up to four (4) union members for the scheduled training. The purpose of this training shall be to review language within this Agreement that reflects the following:

- Changes in this CBA from the predecessor CBA.
- New language, policies, or procedures in this CBA.
- Review of the Parties’ history with the FLMC and SLMC.

Also, the Parties will discuss any shared goals and next steps to advocate jointly for additional Nursing Home Funding or promote the facility as the employer and provider of choice in the local market.

## **ARTICLE 29 – STAFFING**

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

**29.2 Light Duty.** The Employer agrees to meet at least monthly regarding issues of light duty. They shall report the relevant results of such meetings at quarterly LMCs as discussed in Article 23.

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

**29.4 Workload** The Employer will make best efforts to maintain sufficient staff for the safe and efficient operation of the Employer's facility. If an employee is absent, the Employer will make best efforts to find a replacement. If a replacement cannot be found, the Employer will make every effort to distribute the workload equally. Employees who believe they cannot effectively complete their assigned workload will bring their concerns to their supervisor. The supervisor or designee will assess the workload and work with the employee to ensure that the Facility's patient care needs are met. No employee shall be asked to work in a way that violates State law.

**29.5 Certified Medication Aides (CMAs).** CMAs shall not be assigned residents for purposes of meeting minimum CNA staffing ratios.

## ARTICLE 30 USE OF CAMERAS

Use of cameras in the workplace will follow the following procedures:

- 1) The Employer will notify the Union of its intent to install cameras at any nursing facility covered by this Agreement at least 30-days prior to the anticipated date of installation. Notification will include but is not limited to facility address, the planned location for camera placement, coverage area, and sign placement. The Union may request a meeting to discuss and bargain about any concerns.
- 2) Signage will be posted in plain sight notifying employees that video camera recording is in progress.
- 3) Cameras will not be placed within or to view into employer designated employee break areas. This provision does not apply to smoking areas used by residents.
- 4) Camera audio capabilities will not be utilized.
- 5) Cameras will not be used as a measurement for productivity. Camera footage that is evidence of employee conduct subjecting them to potential discipline will be provided to the Union as soon as is it feasible to do so.
- 6) Camera footage will not be retained for more than one year unless it is evidence in a pending investigation or official proceeding such as a grievance/arbitration process, court case or administrative agency proceeding.
- 7) Camera footage capturing employees will not be released to any third party entity, unless required by a valid subpoena or court order or requested by a regulatory agency. This section shall not preclude use of camera footage as evidence in any official proceeding as stated in #6.

Any camera used in working areas which the parties agree is not compliant with this Article, or which is found to be not compliant via the grievance and arbitration process, will have its function disabled immediately (meaning, without undue delay) and must be removed within ten (10) days after such agreement or finding is reached.

## **ARTICLE 31 – SOLE AGREEMENT, MATTERS COVERED, AMENDMENT, STANDARDS PRESERVED, PREMIUM CONDITIONS**

**31.1 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.

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

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

**31.4 Standards Preserved.** No employee shall suffer any reduction in their 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).

**31.5 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 32 – DURATION**

This Agreement shall be effective as of September 1, 2025. Unless amended by the Parties' mutual written agreement, it shall remain operative and binding on the Parties until midnight August 31, 2028. 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.

## SIGNATURES

### **For the Union**

Melissa Unger

### **Melissa Unger, SEIU Executive Director**

Niki Francis

### **Coast Fork, Bargaining Team**

Dina cook

### **Creswell, Bargaining Team**

Mercedes Rupert

### **Reedwood, Bargaining Team**

Jessica Hoffmann

### **Porthaven, Bargaining Team**

Cari-Ann Orozco

### **McMinnville, Bargaining Team**

Jordynn Solaita ☒☒

### **Rivercrest, Bargaining Team**

Elizabeth perry

### **Menlo Park, Bargaining Team**

Cybil Stone

### **Stanley Post Acute, Bargaining Team**

Carlos Miranda

### **Chehalem, Bargaining Team**

María Leon-García

### **Forest Grove, Bargaining Team**

Alexander T. Perry

### **Ashland, Bargaining Team**

Ron Strle

### **Hood River, Bargaining Team**

Tyler Loy

### **Timberline, Bargaining Team**

Shauna Henley

### **Glisan, Bargaining Team**

Jason Wilcox

### **Molalla, Bargaining Team**

**Authorized Representative for the following facilities:**

Chehalem SNF Healthcare, LLC, dba Chehalem Post Acute (Newberg); Cottage Grove SNF Healthcare, LLC, dba Cottage Grove Post Acute (Cottage Grove); Glisan SNF Healthcare, LLC, dba Glisan Post Acute (Portland); Ashland SNF Healthcare, LLC, dba Ashland Post Acute (Ashland); Evan Terrace SNF Healthcare, LLC, dba Evan Terrace Post Acute (McMinnville); Stanley SNF Healthcare, LLC, dba Stanley Post Acute (Milwaukie); Woodside SNF Healthcare, LLC, dba Woodside Post Acute (Molalla); Rivercrest SNF Healthcare LLC, dba Rivercrest Post Acute (Oregon City); Evergreen SNF Healthcare, LLC, dba Evergreen Post Acute (Portland); Creston SNF Healthcare, LLC, dba Creston Post Acute (Portland); Creswell SNF Healthcare, LLC, dba Creswell Post Acute (Creswell); Forest Grove, LLC, dba Forest Grove Post Acute (Forest Grove); Hood River SNF Healthcare, LLC, dba Hood River Post Acute (Hood River); Menlo Park SNF Healthcare, LLC, dba Menlo Park Post Acute (Portland); Porthaven SNF Healthcare, LLC, dba Porthaven Post Acute (Portland); Timberline SNF Healthcare, LLC, dba Timberline Post Acute (Albany); and Willowbrook SNF Healthcare, LLC, dba Willowbrook Post Acute (Pendleton)

Authorized Representative for Employer

Matthew Parish

**Appendix A: Wage Scale Effective October 1, 2025**

| <b>Steps</b> | <b>Personal Care Attendant</b> | <b>Hospitality Aide</b> | <b>Nursing Assistant</b> | <b>Certified Nursing Assistant</b> | <b>Certified Medication Aide</b> | <b>Mental Health Aide (MHUs)</b> | <b>Restorative Aide</b> | <b>Activities Assistant</b> |
|--------------|--------------------------------|-------------------------|--------------------------|------------------------------------|----------------------------------|----------------------------------|-------------------------|-----------------------------|
| <b>0</b>     | \$21.73                        | \$21.23                 | \$22.23                  | \$24.23                            | \$25.73                          | \$25.23                          | \$25.23                 | \$21.23                     |
| <b>1</b>     |                                | \$21.73                 |                          | \$24.73                            | \$26.23                          | \$25.73                          | \$25.73                 | \$21.73                     |
| <b>2</b>     |                                | \$22.23                 |                          | \$25.23                            | \$26.73                          | \$26.23                          | \$26.23                 | \$22.23                     |
| <b>3</b>     |                                | \$22.73                 |                          | \$25.73                            | \$27.23                          | \$26.73                          | \$26.73                 | \$22.73                     |
| <b>4</b>     |                                | \$23.23                 |                          | \$26.23                            | \$27.73                          | \$27.23                          | \$27.23                 | \$23.23                     |
| <b>5</b>     |                                | \$23.73                 |                          | \$26.73                            | \$28.23                          | \$27.73                          | \$27.73                 | \$23.73                     |
| <b>6</b>     |                                | \$24.23                 |                          | \$27.23                            | \$28.73                          | \$28.23                          | \$28.23                 | \$24.23                     |
| <b>7</b>     |                                | \$24.73                 |                          | \$27.73                            | \$29.23                          | \$28.73                          | \$28.73                 | \$24.73                     |
| <b>8</b>     |                                | \$25.23                 |                          | \$28.23                            | \$29.73                          | \$29.23                          | \$29.23                 | \$25.23                     |
| <b>9</b>     |                                | \$25.73                 |                          | \$28.73                            | \$30.23                          | \$29.73                          | \$29.73                 | \$25.73                     |
| <b>10</b>    |                                | \$26.23                 |                          | \$29.23                            | \$30.73                          | \$30.23                          | \$30.23                 | \$26.23                     |

**Appendix A: Wage Scale Effective October 1, 2025**

| <b>Steps</b> | <b>Dietary Aide</b> | <b>Cook</b> | <b>Housekeeping Aide</b> | <b>Laundry Aide</b> | <b>Maintenance Assistant</b> | <b>Central Supply Clerk</b> |
|--------------|---------------------|-------------|--------------------------|---------------------|------------------------------|-----------------------------|
| <b>0</b>     | \$21.23             | \$22.23     | \$21.23                  | \$21.23             | \$23.23                      | \$21.23                     |
| <b>1</b>     | \$21.73             | \$22.73     | \$21.73                  | \$21.73             | \$23.73                      | \$21.73                     |
| <b>2</b>     | \$22.23             | \$23.23     | \$22.23                  | \$22.23             | \$24.23                      | \$22.23                     |
| <b>3</b>     | \$22.73             | \$23.73     | \$22.73                  | \$22.73             | \$24.73                      | \$22.73                     |
| <b>4</b>     | \$23.23             | \$24.23     | \$23.23                  | \$23.23             | \$25.23                      | \$23.23                     |
| <b>5</b>     | \$23.73             | \$24.73     | \$23.73                  | \$23.73             | \$25.73                      | \$23.73                     |
| <b>6</b>     | \$24.23             | \$25.23     | \$24.23                  | \$24.23             | \$26.23                      | \$24.23                     |
| <b>7</b>     | \$24.73             | \$25.73     | \$24.73                  | \$24.73             | \$26.73                      | \$24.73                     |
| <b>8</b>     | \$25.23             | \$26.23     | \$25.23                  | \$25.23             | \$27.23                      | \$25.23                     |
| <b>9</b>     | \$25.73             | \$26.73     | \$25.73                  | \$25.73             | \$27.73                      | \$25.73                     |
| <b>10</b>    | \$26.23             | \$27.23     | \$26.23                  | \$26.23             | \$28.23                      | \$26.23                     |

## **APPENDIX C: FORMS Waiver of Right to Representation**

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

\_\_\_\_\_  
(Employee) Printed Name                      Signature                      Date

\_\_\_\_\_  
(Employer Witness) Name                      Signature                      Date

## **APPENDIX D – Copy of Predecessor Employer’s LOA with SEIU 503 Letter of Agreement between SEIU, Local 503 and Prestige Care Inc. Regarding CNA Mentor Compensation.**

The parties, the Service Employee International Union, Local 503 (SEIU) and Prestige Care (Prestige) enter into the following agreement regarding CNA Mentor Compensation in unionized facilities represented by SEIU 503.

1) It is a goal that each center will identify a minimum of one (1) mentor per shift. Prestige will have the right to select the mentors at their individual center by following the general criteria outlined below and any framework developed through the SLMC process between SEIU and Prestige. Prestige will keep an updated list of all mentors and will be provided upon request.

### Mentor Criteria:

- a) A Bargaining Unit Employee who is willing to be a mentor.
- b) Must have successfully completed the probationary period
- c) Preferred seniority of at least 1 year with Prestige.
- d) Other considerations include but not limited to Performance, time management, experience, attendance.

2) Prestige and SEIU recognize that each new CNA will have different training needs. Prestige will be flexible in evaluating the individual training needs for each CNA.

a) Prestige will generally offer a minimum three (3) training shifts for each new CNA. Additional training shifts may be added as needed based on the team member's individual training needed.

b) Prestige will attempt to check-in with the assigned Mentor to get feedback on the team member's progress before placing the team member on the floor.

3) Prestige can adjust the Mentor Program guidelines, procedures and documents as required to fit individual facilities operational needs. Prestige will notify SEIU of any changes to the program and SEIU may request to meet and confer regarding these changes at either the next facility LMC or State LMC meeting.

4) This LOA establishes minimum compensation levels for mentors at Prestige facilities. Individual facilities can establish hourly compensation levels or increased bonus pay above the minimums outlined below, so long as they are applied equally to all mentors within that facility.

5) Mentors will be paid an additional \$2.00 per hour for every hour worked where they are training new employees during their initial orientation.

a) The \$2.00 per hour increase will remain the same regardless of the number of new employees being trained during a shift.

b) The \$2.00 per hour increase will only be in effect on the shifts where mentors are training new employees.

6) Mentors are encouraged to help retain new employees they train and will have the opportunity to achieve additional compensation through "Retention Bonus" pay for their successful efforts in doing so. The mentor will have the potential to receive the Retention Bonus for each employee for whom they serve as the primary mentor for. Primary is defined as being the assigned mentor for a majority of a new employees 1 on 1 training shifts at the facility. To qualify for the Retention Bonus, Mentors must complete at least 2 shifts with the new employee.

a) The parties agree that the intention is for 1 trainee to be assigned to 1 mentor for the duration of their 1 on 1 training period whenever possible.

b) The parties acknowledge that unforeseen circumstances could result in a trainee being assigned a different mentor during their 1 on 1 training period.

c) Should two mentors equally split the number of 1 on 1 training shifts for a trainee, the mentors will split the bonus payments as outlined below.

d) Should the Primary mentor leave the service of Prestige, the other Mentor to whom the trainee was assigned will become eligible for any remaining Retention Bonus payments

7) Retention Bonus pay will be awarded to the Mentor at the following amounts and milestones:

a) \$150 bonus for 90-day retention

b) \$250 bonus for 180-day retention

c) \$300 bonus for 1-Year retention

Should the need for changes to this agreement be identified, the parties agree to utilize the State LMC process to meet and confer regarding updates to the agreement.

Signed by the Employer:

Megan Sarvela

Megan Sarvela (Feb 8, 2023 18:28 PST)

Megan Sarvela

Signed by the Union:


Melissa Unger

Melissa Unger

Date: **Feb 8, 2023**

Date: 1/18/2023

Signature:

  
Jeff Singer (Dec 9, 2024 14:01 PST)

Email: singerj252@gmail.com

**Signature:** Melissa Unger  
**Email:** ungerm@seiu503.org

**Signature:** Niki Francis  
Niki Francis (Feb 2, 2026 15:54:12 PST)  
**Email:** nsj78@msn.com

**Signature:** Mercedes Rupert  
Mercedes Rupert (Feb 2, 2026 18:02:45 PST)  
**Email:** mercedeskrupert@gmail.com

**Signature:** Cari Ann Orozco  
Cari Ann Orozco (Feb 2, 2026 13:24:45 PST)  
**Email:** cariann.simonson@yahoo.com

**Signature:** Elizabeth Perry  
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**Email:** elizabeth.perry16@gmail.com

**Signature:** Carlos Miranda Pereira  
Carlos Miranda Pereira (Feb 2, 2026 13:39:42 PST)  
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**Signature:** Alexander T. Perry  
Alexander T. Perry (Feb 2, 2026 13:10:22 PST)  
**Email:** alexanderperry222@gmail.com

**Signature:** Tina  
Tina (Feb 2, 2026 18:08:21 PST)  
**Email:** dpsypl@gmail.com

**Signature:** Jason Wilcox  
Jason Wilcox (Feb 2, 2026 14:46:04 PST)  
**Email:** jasonwilcox25@gmail.com

**Signature:** Matt Parish  
Matt Parish (Mar 24, 2026 13:14:09 MDT)  
**Email:** matt.parish@pacs.com

**Signature:** Dina Dale  
Dina Dale (Feb 2, 2026 14:09:29 PST)  
**Email:** dinalee68@yahoo.com

**Signature:** Jessica Hoffman  
Jessica Hoffman (Feb 2, 2026 14:49:58 PST)  
**Email:** jessica.hoffmann444@gmail.com

**Signature:** Solaita Jordynn  
Solaita Jordynn (Feb 2, 2026 15:42:49 PST)  
**Email:** solaitajordynn@yahoo.com

**Signature:** Cybil Stone  
Cybil Stone (Feb 3, 2026 10:39:38 PST)  
**Email:** cybil32191@gmail.com

**Signature:** Marlene Preciosa  
Marlene Preciosa (Feb 2, 2026 17:30:21 CST)  
**Email:** leonpreciosa@gmail.com

**Signature:** Ron Strle  
Ron Strle (Feb 2, 2026 20:17:05 PST)  
**Email:** ron@strle.com

**Signature:** Shauna Henley  
Shauna Henley (Feb 2, 2026 15:51:06 PST)  
**Email:** shauna.henley@yahoo.com