COLLECTIVE BARGAINING AGREEMENT

BETWEEN
MAVERICKS BEACH, LLC D/B/A SAINT HELENS POSTACUTE

AND

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 503, OPEU

October 1st, 2024 to September 30th, 2027

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PREAMBLE

THIS AGREEMENT is made and entered into by and between Mavericks Beach, LLC d/b/a Saint Helens Post-Acute (hereinafter referred to as "Employer"), and SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL503 (hereinafter referred to as "Union").

ARTICLE 1 - UNION RECOGNITION

The Employer agrees to recognize the Union as the sole Collective Bargaining Agent for all employees of the Employer at its St. Helens, Oregon facility, excluding confidential employees, R.N.s, L.P.N.s, guards, and supervisors as defined in the National Labor Relations Act.

ARTICLE 2 - TYPES OF EMPLOYEES

2.1 FULL-TIME. Employees who work at least four (4) shifts per calendar week on a regular basis are considered full-time employees. They will receive full benefits commensurate with time worked up to a maximum of forty (40) hours per week.

2.2 PART-TIME. Employees regularly scheduled to work less than four (4) shifts per calendar week, but more than fifteen (15) hours per week.

2.3 ON-CALL. Employees who work fifteen (15) hours or less per week. On-call employees shall be required to have worked at least one (1) full shift within the previous thirty (30) days if the work is available. Any on-call employee who has not worked a full shift within the previous thirty (30) days and has refused available work shall be terminated.

2.4. Determination of on-call, part-time or full-time status will be determined by the average hours or number of shifts worked per week over the last consecutive ninety (90) days.

2.5. The employees shall be considered probationary employees during the first ninety (90) days of employment. The probationary period may be extended by the Employer for up to ninety (90) days Such an extension shall not affect the employee's access to benefits and leave accruals that would have normally been available after completion of the original ninety (90) day probationary period. The Union agrees that any employee's termination during the probationary period shall not be subject to the grievance procedure or arbitration.

2.6. A current employee shall also go through a ninety (90) day probationary period when transferring

into a new classification covered under this Agreement. In the event a worker who is promoted does not pass promotional trial service, the worker shall have the right to return to a vacant position in their previous classification. If there are no vacant positions, the worker will have right to first refusal for any positions in that classification that become available within three (3) months of the conclusion of their trial service.

ARTICLE 3 - UNION SECURITY

3.1. It shall be a condition of employment that all employees covered by this Agreement and those hired on or after its effective date shall, within thirty-one (31) days following the beginning of such employment become and remain members in good standing of the Union or tender to the Union the initiation fees and periodic dues that are required.

3.2. Employees are required to join the Union and maintain membership in the Union, or pay initiation fees and periodic dues uniformly required. Following written notification by the Union to the Employer and to the employee than an employee has failed to comply with this requirement; the employee shall be terminated within fifteen (15) days of such notification unless some other resolution is reached. It is understood that the Employer may request a meeting with the employee and the Union during the fifteen (15) day time frame in order to discuss and attempt to resolve the situation.

3.3. The Employer will notify the Union of name, address, job classification, full- time/part- time/on-call status, shift (DAY, EVE, NOC) if available, phone numbers, date of birth, base pay rate, and date of hire of all new employees within thirty (30) days from the date of hire.

The Employer will also furnish the Union each month with a list of employees identifying bargaining unit status changes for each employee since the last report (e.g. on leave of absence, new hire, transfer into bargaining unit, terminated, or transfer out of the bargaining unit). All information shall be furnished electronically in a mutually agreeable format. The Employer shall also periodically provide the names, home addresses, home phone numbers, job classification, base pay rate and hire date of all bargaining unit employees upon written request from the Union.

3.4. The Employer shall deduct monthly dues as certified by the Union from the wages of those Union members from whom the Employer has received a written assignment authorizing such deduction, which assignment shall be effective and irrevocable for the term of this Agreement. These dues are to be transmitted monthly by the Employer to the Union on or before the 15th day of each month. It is

understood that the Employer will not be required to pre-pay dues in the first month of employment. Along with the dues, the Employer will furnish the Union electronically, in a mutually agreeable format, a list of employees for whom dues were deducted, the amount deducted from each employee, and base pay for the period dues were deducted, as wells a unique identification number assigned by the Employer.

3.5. The Employer agrees to deduct from wages of all employees covered by this Agreement, any voluntary contribution to SEIU CAPE upon receipt of signed authorization from each such employee on forms provided by the Union. Such contributions will be transmitted on a separate check with a list of names and specific deduction.

3.6. The Union will indemnify and hold harmless the Employer with respect to any asserted claim or obligation or cost of defending against any such claim or obligation of any person arising out of the Employer deducting and remitting Union dues, fees, or any other contributions to the 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, with the exception of back payment of Union dues. This provision will only be enforced after sixty (60) days of the Union initially notifying the Employer of failure to submit Union dues and fees. Any other remedies for failure to deduct dues will comply with State and Federal deductions law.

ARTICLE 4 - UNION RIGHTS, REPRESENTATIVES & STEWARDS

4.1. A bulletin board shall be made available for Union business in the staff lounge and Union communications shall comply with all applicable State and Federal laws.

4.2. The Employer will allow the Union to furnish a binder to be kept in the break room for the purpose of storing materials such as membership forms, copies of the contract, Union contact information, and other Union materials.

4.3. Employees shall have the right to engage in Union activity so long as such activity does not take place in work areas nor on work time, does not interfere with facility operations or resident care in any way, and is otherwise consistent with facility rules regarding solicitation and distribution. The Employer’s representatives shall deal exclusively with Union-designated stewards or representatives in the processing of grievances.

4.4. Union staff representative shall have access to the facility for the purposes of conferring with the Employer, Union Stewards, and/or bargaining unit members, and for the purpose of administering this Agreement. The Union will furnish the name and contact information of the Union Representative to the Employer. Should more than one Union staff representative be needed in the facility, such request shall be made to the Administrator in advance of the visit in accordance with the other terms herein.

4.5. 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 to the facility Administrator, for facility access before entry. The Administrator may deny facility access by an emailed response when the Union representatives 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, the Union representative may access the facility per the notification. If the facility visit is about 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.

4.6. The Union may appoint a maximum of five (5) stewards. The Union shall identify tithe Employer all elected and trained Stewards.

4.7. The stewards shall conduct Union business, including, but not limited to, investigation of grievances, outside of their working time and outside the working time of all other employees involved. The stewards shall not be required to clock out if the Employer requests that they attend a meeting relating to Union business, or for representational purposes in investigatory meetings.

4.8. The activities of Stewards shall not interfere in any manner with the operation of the facility or the performance of employee duties. Stewards shall not direct any employee to perform, or not to perform, any work duties, and shall not countermand the order of any supervisor. An employee's activities as a Steward shall not in any way interfere with any of their assigned duties as an employee. Stewards shall only conduct union business on their non-working time or during employee breaks, except as otherwise approved by the Administrator. Stewards are entitled to enter or remain on the

premises before or after their work shifts, or on non-work days, to conduct union business so long as there is no interference or interruption of facility operations. While at the facility, the Steward shall confer with employees only in the employee break room or the staff designated smoking area during employees' non-working time. Stewards shall not be hindered, restrained or interfered with in the performance of their duties so long as they comply with the obligations and restrictions set forth herein.

4.9 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.

4.10 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.

4.11 Attendance at Union Conventions. Employees may take unpaid or paid leave (PTO) to participate in union meetings, such as SEIU Local 503's General Counsel bi-annual Statewide Convention. Attendance is contingent on whether scheduling will allow employees to take scheduled time off and for the Employer to approve the request. Section 4.12.Union Leaves- a Leave of Absence to work for or with the Union may be granted no more than once per year to one employee in the bargaining unit. The terms and conditions of such a leave shall be those which apply to a personal leave as defined herein and in the Employer's personnel policies.

4.12 Collective Bargaining Agreement Training. The Parties will schedule an in- person or virtual joint CBA Training, at each facility, within one hundred and twenty (120) days of this Agreement's ratification date. The Parties will use best efforts to include representatives from the Employer, SEIU Local 503, and each facility-based union steward. Also, the Parties will invite a Health Care Services

Group representative to participate, when contracted by the Employer. 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.

ARTICLE 5 - MANAGEMENT RIGHTS

5.1. Except as otherwise provided in this Agreement, management retains the exclusive right to hire, evaluate, direct and schedule the working force; to plan, direct and control operations; to assign work, including to require that duties other than those typically assigned be performed; to establish, change or abolish job classifications; to discontinue, reorganize or combine any department or branch of operations with any consequent reduction or other change in the workforce; to transfer, promote, demote, reclassify, layoff and discharge employees; to promulgates rules and regulations; to determine the number of employees required to staff the facilities, including increasing or decreasing that number; to introduce new or improved methods, equipment or technologies; to determine the number of employees, the duties to be performed, and the hours and locations of work, including overtime; to determine the appropriate mix of employees, by job title, to operate the facilities; to determine appropriate staffing levels; to temporarily or permanently close any portion of any facility; to determine, establish, promulgate and enforce performance and behavior requirements and guidelines; and in all respects carry out the ordinary and customary functions of management subject only to the conditions herein set forth.

5.2. Further, all management functions and prerogatives which are not expressly modified or restricted by a specific provision of this Agreement are retained and vested exclusively in management. The Employer's failure to exercise any function or responsibility hereby reserved Toit, or its exercising any function or right in a particular way, shall not be deemed a waiver of its responsibility to exercise such function or responsibility, nor preclude the Employer from exercising the same in some way not in conflict with this Agreement.

5.3. The Employer's Rules and Regulations as set forth in the Employee Handbook shall apply to all Union employees to the extent that such term, condition, policy or procedure is not inconsistent with this Agreement. It is understood that the contract provisions govern in the event of a conflict. If the Union believes that any such term, condition, policy or procedure is in conflict with this Agreement, it shall have the right to file a grievance either when the term, condition, policy or procedure is initially implemented, or alternatively, when any such term, condition, policy or procedure is applied to an employee resulting in discipline or termination. The Employer shall notify the Union of substantial changes to the handbook.

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

5.5. It is understood that the rights enumerated above do not grant the Employer the righto violate State or Federal laws or regulations. It is further understood that any claims concerning alleged violations of such laws or regulations may not be brought as grievances under this Agreement unless mutually agreed otherwise but should instead be referred to an appropriate forum.

ARTICLE 6 - SUCCESSORSHIP

6.1. 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. If requested, the Employer shall meet with representatives of the Union to bargain over the effects of the transaction on bargaining unit employees, not later than thirty (30) days prior to any transaction. The Employer shall also fulfill any other bargaining obligations it may have. No confidential business information shall be disclosed to Union at any time unless the Union can demonstrate a compelling need for same. If the Union is able to do so, it shall also agree to suitable arrangements for protecting the confidentiality and use of such information.

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

6.3. The Employer shall have no responsibility or liability for any breach of the provisions of this Section by the successor employer.

ARTICLE 7 – OPERATIONS AGREEMENT LANGUAGE

7.1. The Employer shall not enter into any operations agreement covering this facility which expressly calls for actions to be taken which violate state or federal labor laws.

ARTICLE 8 - VACANCIES AND JOB POSTINGS

8.1. All vacancies which the Employer intends to fill, and all new positions in the bargaining unit shall be posted for a period of four (4) days, including one weekend day, in the break room. Postings shall include classification, shift, and rate of pay.

8.2. The Employer will offer the vacancy to the bargaining unit applicant who, in management's judgment, is the most qualified. If qualifications are equal in management's sole judgement, the position will be offered to the applicant with the most bargaining unit seniority provided that the applicant is qualified for the position.

8.3. When an employee bids into a higher classification he/she will keep their current wage or move to the wage rate in the new classification that is the closest comparable seniority level within that classification, whichever is greater.

ARTICLE 9 - HOURS OF WORK AND OVERTIME

9.1 - Hours of Work. Upon the first full pay period following ratification of this Agreement the regular workday for nursing staff (CNA/CMA) shall be adjusted to a regular schedule of seven-and-one-half (7.5) paid hours per workday. A workday is defined as a period of twenty-four (24) hours beginning at midnight or the regular start of the night shift nearest to midnight. A workweek Isa period of seven (7) consecutive days beginning at 0001 hours on Sunday and ending at 12:00 am the following Sunday. The Employer will use reasonable efforts to offer hours of work up to thirty-seven and one half (37.5) to the most senior full-time employee(s) unless employees in the given department jointly decide to allocate hours in another manner. This is not construed to bae guarantee of hours. Payroll period is a fourteen (14) day period. It is understood that the Employer may establish whatever start and finish times are necessary to implement this according to Employer scheduling need.

9.2. Employees reporting to work shall receive a minimum guarantee of two (2) 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. 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. Employees requested to attend in-service and department staff meetings shall receive a minimum of one (1) hour of pay when such meetings are scheduled outside their regularly scheduled shift.

9.3. Permanent changes in established individual employee schedules will be with two (2) weeks

prior notice. The fourteen (14) days' notice from the Employer may be extended up to 30 days where there is a demonstrated need to allow the employee to make necessary arrangements, such as daycare changes, to accommodate the new schedule. Once posted, an employee's schedule may only be changed for legitimate operational reasons or the employee is on an approved modified/light duty or other assignment designed to accommodate the employee's work restrictions.

At the request of the Union, the Employer will provide a copy (electronic or otherwise) of the current schedule at an individual facility.

9.4. The Employer may offer shift bonuses in order to fill open shifts so long as such bonuses are equally applied.

9.5. There shall be no duplication (pyramiding) of overtime under this or any other provision of this Agreement. If an employee is eligible for overtime while working during an extra shift, the employee is still eligible for the extra shift bonus in Section 8.4.

9.6. To the best of the Employer's ability, the Employer agrees to keep sufficient on-call employees in each department to cover open shifts as needed.

9.7. In cases of reduction of force, including the temporary reduction of hours due to low census, the reduction shall take place.as follows. It is the intent of the parties that such reduction of hours shall be shared amongst the workforce as equitably and evenly as is possible. The order of reduction shall be:

1. Volunteers by rotation in seniority order.
2. Temporary employees by date of hire
3. On-call employees by date of hire.
4. Full-time employees/part-time employees by rotation in reverse order of seniority by classification within the department experiencing the reduction in force.

ARTICLE 10 - MEADOW PARK STAFFING

10.1 The Employer will make best efforts to maintain sufficient staff for the safe and efficient operation of the facility, to ensure that patient care needs are met, and to provide that no employee is given an excessive workload. No employee shall be asked to work in a way that violates State law and/or puts an employee at risk of losing their professional license.

10.2 If an employee is absent, the Employer will make best efforts to find a replacement. If a replacement cannot be found and their scheduled hours are not replaced, the Employer will utilize its best efforts to distribute the remaining workload equitably.

10.3 For purposes of nursing staff, when a replacement cannot be obtained, licensed staff (and/or supervisors) may assist other staff in performing typical bargaining unit work.

10.4 The Employer shall make every effort to maintain on call lists in all departments to eliminate the possibility of short staffing.

10.5 The Employer understands and agrees that it has an obligation to comply with all local, state and federal guidelines and standards regarding staffing matters. This shall include, but not be limited to, requirements relating to ongoing assessment and consideration of resident acuity and individual care needs, as well as ensuring that appropriate staffing is provided in order to meet those needs.

10.6 Management shall respond as appropriate to employee concerns about their workload which may arise during a shift.

10.7 It is understood that staffing concerns are best addressed via open dialogue between caregivers and management. To that end, the parties will establish a Staffing Committee. The Employer shall appoint three (3) members to the committee, and employees shall do the same. The Employer may have a representative attend on its behalf who is not employed at Meadow Park. The Committee will meet once per quarter, unless the parties mutually agree to meet more often. The parties shall agree on an agenda for each meeting, if possible, at least three (3) days before a scheduled meeting.

10.8 The Committee shall be a forum to address any employee concerns and/or suggestions relating to staffing. Issues such as staffing needs, safety data, availability of supplies needed for resident patient care, facility regulatory compliance and training needs may be addressed. It is understood that each party may make requests of the other for reports or other information relevant to issues being discussed by the Committee.

10.9 This Article is not subject to the Grievance and Arbitration provisions of this Agreement.

ARTICLE 11 - WAGES AND COMPENSATION

11.1.1 Wage Scales. As of October 1st, 2024, the wage scale for Meadow Park bargaining unit employees shall be increased from the 10/1/23 wage scales to the 10/1/24 wage scale below:

Columbia River Care 10/1/2023					
Steps	**NA**	**CNA**	**CMA, CNA2, Lead**	**Dietary, Housekeeping, Laundry**	**Cook**
0	$18.74	$21.74	$20.89	$16.06	$16.60
1		$22.25	$21.43	$16.39	$16.92
2		$22.77	$21.96	$16.72	$17.24
3		$23.29	$22.50	$17.04	$17.56
4		$23.81	$23.03	$17.36	$17.90
5		$24.32	$23.57	$17.68	$18.22
6		$24.84	$24.11	$18.00	$18.54
7		$25.36	$24.64	$18.32	$18.86
8		$25.88	$25.17	$18.64	$19.18
9		$26.39	$25.71	$18.96	$19.50

Columbia River Care 10/1/24, Retro to 10/1/24.					
Steps	**NA**	**CNA**	**CMA, CNA 2, Lead**	**Dietary, Housekeeping, Laundry**	**Cook**
0	$20.00	$23.00	$24.00	$18.75	$20.00
1		$23.50	$24.50	$19.10	$20.35
2		$24.00	$25.00	$19.45	$20.70
3		$24.50	$25.50	$19.80	$21.05
4		$25.00	$26.00	$20.15	$21.40
5		$25.50	$26.50	$20.50	$21.75
6		$26.00	$27.00	$20.85	$22.10
7		$26.50	$27.50	$21.20	$22.45
8		$27.00	$28.00	$21.55	$22.80
9		$27.50	$28.50	$21.90	$23.15
10		$28.00	$29.00	$22.25	$23.50

Employees will be paid the scale rates for the CMA, CNA2 and/or Lead positions only when they are performing all duties routinely performed by such classifications as assigned by management. Holding a certification in any of such classifications will not by itself warrant that classification's pay.

On October 1st, 2025 and on October 1st, 2026, every step of the wage scale for every classification shall be increased by an amount equal to the West Region CPI-W annual average from September 2025 to September 2024 and September 2026 to September 2025 with a minimum of a one and one half percent (1.5%) and a maximum of a three and one half percent (3.5%) increase.

11.2 Wage Scale Step Placement. All bargaining unit employees shall be placed on the applicable wage scale based on their completed years of relevant and verifiable experience in the given job classification, or other completed years of relevant experience. No employee shall be placed in-between steps, to a maximum of the top step. Any employee currently in-between steps will be moved to the appropriate step on the scale based on their relevant and verifiable years of experience, and no employee shall have their pay reduced as a result. The Employer shall calculate 'completed years of experience' for licensed caregivers such as CNAs, CNA 2s and CMAs as the employee's original licensure date according to consecutive years of work.

A CNA that acquires or has a CNA 2 certification will be placed on the wage scale in the CNA 2 job classification at the step based they are currently on.

11.2(a): Any Employee hired who has more years of relevant and verifiable 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 relevant and verifiable experience must be consistent with current employees in the same classification with same years of experience.

11.3 Increases for Employees on the Wage Scale. Employees with ten (10) or fewer years of experience (including relevant and verifiable experience as defined in Section 11.2(a)) will receive a COLA increase and a step increase each contract year.

On 10/1 of each contract year, employees will receive a COLA increase via placement on the appropriate step on the new wage scale, as determined by the requirements of this Article. It is understood that employees do not also receive a step increase at that time, unless their anniversary date is 10/1.

On each employee's anniversary date (which is determined by the employee's original date of hire) each contract year, they shall also receive a step increase by moving one step up their wage scale.

11.4 Increases For Employees With More Than 10 Years Of Experience
Employees with more than ten (10) years of experience (including relevant and verifiable experience as defined in section 11.2(a)) will receive both a COLA increase and a step increase each contract year, as described in more detail below. For example, a CNA may only have one year of employment at Caldera Care, but has twenty years of licensed CNA experience, verified by the Employer, may be paid above the wage scale and therefore be eligible for COLAs and step increases as described in this article.

A) COLA Increases

COLA increases are due effective 10/1/24, 10/1/25 and 10/1/26. The following shall apply to employees who have more than ten (10) years of experience at the time a COLA increase is due:

1) COLA increases due on 10/1/24 shall be the difference between the 9 year step for the employee's classification on the 10/1/23 scale, and the 9 year step for the same classification on the 10/1/24 scale.
2) COLA increases due on 10/1/25 shall be the difference between the 10 year step for the employee's classification on the 10/1/24 scale, and the 10 year step for the same classification on the 10/1/25 scale.
3) COLA increases due on 10/1/26 shall be the difference between the 10 year step for the employee's classification on the 10/1/25 scale, and the 10 year step for the same classification on the 10/1/26 scale.

Example 1: The 9 year step on the 10/1/23 scale for CNAs is $26.39. The 9 year step on the 10/1/24 scale is $27.50. The difference of $1.11 ($27.50 - $26.39) will be paid to CNAs with ten (10) or more years of experience effective 10/1/24.

Example 2: Assume the 10/1/24 scale is increased by 3% effective 10/1/25. The 10 year rate for CNAs on the 10/1/24 scale is $28.00. The 10 year rate on the 10/1/25 scale would increase to $28.84 ($28.00 x 1.03). The difference of $0.84 ($28.84 - $28.00) will be paid to CNAs with ten (10) or more years of experience effective 10/1/25.

B) Step Increases

In addition to the COLA increases above, employees with more than ten (10) years of experience (including verified and relevant experience as defined in section 11.2(a)) shall also receive a step increase effective with their individual anniversary date. For example, a CNA may only have one year of employment at Caldera Care, but has twenty years of licensed CNA experience, verified by the Employer, may be paid above the wage scale and therefore be eligible for COLA and step increases as described in section 11.4.

The step increase shall be the same amount as the step increase from Step 9 to Step 10 for the relevant scale for that contract year.

Example 1: The step increase from Step 9 to Step 10 for CNAs on the 10/1/24 scale is $0.50. CNAs who have more than ten (10) years of experience will receive a $0.50 step increase on their anniversary date in the contract year that begins on 10/1/24 and ends on 9/30/25.

Example 2: Assume the CNA scale goes up three percent (3%) effective 10/1/25. The 9 year step for the CNA scale would become $28.33 (($27.50 x 1.03). The 10 year step would become $28.84 ($28.00 x 1.03). The difference between the new 9 year step of $28.33, and the new 10 year step of $28.84, is $0.51. CNAs who have more than ten (10) years of experience will receive a $0.51 step increase on their anniversary date in the contract year that begins on 10/1/25 and ends on 9/30/26.

C) Total Annual Increases

As stated above, employees with more than 10 years of experience will receive a COLA increase effective 10/1 of each new contract year, and a step increase on their anniversary date which falls during that same contract year.

Example 1. As described above, the COLA increase for a CNA with more than 10 years of experience will be $1.11 effective 10/1/24. The step increase for that same CNA will be $0.50 effective on their anniversary date in the contract year that begins on 10/1/24. Therefore, in the contract year beginning with 10/1/24, the CNA will receive a total increase of $1.11 + $0.50 for a total of $1.61.

Example 2. As described above, if the 10/1/24 goes up three percent (3%) effective 10/1/25, the COLA increase for a CNA with more than ten (10) years of experience will be $0.84 effective 10/1/25. The step increase for that employee will be $0.51. The total increase for this employee during the contract year beginning 10/1/25 will be $0.84 + $0.51 = $1.35

11.5 Shift & Training Differentials. All bargaining unit employees shall receive the following shift differentials on top of their base pay according to the following schedule:

SHIFT	Shift Differential	Shift Times
Evening	0.25c	2pm - 10pm
NOC	.60c	10pm - 6am

Weekend	.25c	The weekend differential will be paid for all shifts worked commencing with the day shift Saturday and ending with the third shift (NOC) Sunday.
Training	.50c	A training bonus will be paid to each CNA assigned on a specific schedule for training new employees and/or students.

11.6 Attendance Bonus Program. Each bargaining unit employee who has perfect attendance as defined below in a given month period shall be entitled to a bonus calculated as 5% of monthly wages earned for all regular hours worked during the given month.

“Perfect attendance” is defined as meeting the following requirements during the relevant measurement period: 1) working all scheduled shifts, 2) no call offs or early departures from scheduled shifts (does not include times when the Employer releases staff due to low census), 3) no vacation or other time off work of greater than two (2) weeks, 4) no tardiest, and 5) no discipline. Failure to meet any of these requirements will disqualify the employee from receiving the perfect attendance bonus during the relevant measurement period.

Each bargaining unit employee who has perfect attendance as defined above in a given month period shall be entitled to a bonus. The employee must be employed during the entirety of the measurement period in order to be eligible for a perfect attendance bonus during that period.

Example: CNA earning $18/hr. $18/hr x 40hrs/wk. x wks. = $2880 x 5% = $144 monthly bonus.

11.7 Longevity Bonus. The intent behind longevity bonuses is to decrease employee turnover and incentive long-term employees to continue their employment at Meadow Park. Bargaining Unit Employees shall receive the following longevity bonuses, to be paid on the first payday after the employee’s anniversary date.

Longevity Bonus After Passing Anniversary Date (i.e. Hiring Date)	Bonus Value
10th Anniversary	$1000
15th Anniversary	$1500
20th Anniversary	$2000

11.8. No employee shall suffer a wage reduction as a result of this Agreement.

11.9. The Employer agrees to meet and discuss the hiring rates for any new covered positions, prior to implementation as long as the meeting occurs within thirty (30) calendar days after the Union receives notice of the rates.

11.10. Payroll errors caused by the Employer will be corrected as expeditiously as possible once the affected employee has brought the matter to the Employer's attention. If the amount of the error equals or is greater than one (1) day's pay for the affected employee, the Employer shall correct the error within three (3) business days at the employee's request, provided the employee has no time card errors or missed punches in the same pay period which were caused by the fault of the employee.

ARTICLE 12 - POSTING OF SCHEDULES

12.1. A schedule of starting and quitting times and days off will be posted by the fifteenth (15th) of the month preceding the scheduled month, subject to low census circumstances, employees' absences, emergency situations, and as much advance notice of overtime requirements will be given as permitted by operational circumstances.

12.2. An "emergency' for the purpose of the above paragraph is a situation in which the Employer is obligated without advance planning to change schedules with less than twenty-four (24)hours' notice. In making changes, the Employer shall give consideration to any prior commitments of the employees. The Employer shall make a reasonable effort to notify the employee at least two (2)hours prior to the scheduled starting time, otherwise the worker shall qualify for the report pay outlined in Article 4Section 4.2. It is the employee's responsibility to keep the Employer informed of their telephone number and address.

12.3. The Employer shall assign overtime and open shifts on an equitable basis among qualified employees in the groupings below on a rotating seniority basis, as follows:

All open shifts shall be filled as follow:

1. On-call employees
2. Volunteers currently working when the open shift becomes known or available
3. Volunteers who sign up on the Extra Work Sign-Up Sheet Any other methods will be used as a last resort.

ARTICLE 13 - WORKLOAD DISTRIBUTION

It is the intention of the Employer to distribute workloads equitably among employees in both single work units and departments where possible, and to the extent practicable to maintain an on-call list sufficient in size to deal with expected employee absenteeism. Claimed violations of this Section may not be subject to the Grievance and Arbitration provisions of this Agreement but may be referred to the Challenge Resolution Team for discussion.

ARTICLE 14 - HEALTH AND WELFARE

14.1 Joint Legislative Work. Parties agree to work jointly to support continued funding of the Oregon Essential Workforce Healthcare Fund (which shall be referred to in this agreement as the Essential Workforce Healthcare Fund (EWHT Fund).

14.2 Employer Participation in the Essential Workforce Healthcare Trust.

The Employer shall pay the Oregon Essential Workforce Health Care Fund ("Fund") a monthly payment by the fifteenth (15^{th}) day of each month following the month in which each participating employee is scheduled to work thirty (30) or more hours per week. At the time of contract ratification, this monthly payment is $488 per employee per month. The monthly payment of $488 may be modified by Fund trustees and the Employer is bound to this decision.

Bargaining-unit eligible employees who enroll in the EWHT Fund provided healthcare insurance coverage shall pay the following monthly premiums:

Employee Only	$35
Employee and Spouse	$70
Employee and Family	$105

14.3 Cost Controls: On January 1^{st}, 2026 and January 1^{st} 2027, if the EWHT Trustees increase the monthly premium amount, then the following will occur:

0% to 4.9% no increase to employee premium.

5% to 9.9%, the employee premium increases at the same amount per healthcare selection tier. For example, if a 7% increase is authorized by the Trustees, then the employee premium rates would increase by 7%.

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) and determine how and by whom that increase will be paid. 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.

Each facility shall make a Fund contribution for all employees enrolled in the Fund-provided healthcare insurance coverage.

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.

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

14.4 Contribution Holidays.

The contribution holidays are triggered by the Employer. The Employer is eligible for two contribution holidays over the duration of the contract.

When an Employer pays more in health insurance employer premiums in one year vs. the prior year, then the Employer is eligible for a fee holiday. For example, if the Employer pays more in health insurance premiums in nine months in 2024 than all total employer contributions in 2023 minus the cost increase from the Trustee approved Employer premium increase (6% as of January 1st, 2025), then the Employer would receive the fee holiday.

A contribution fee holiday is defined as the Company shall not be obligated to contribute to the Fund on behalf of its employee participants for the following month that the fee holiday is triggered by the Employer and approved EHWT administration.

14.5. Full and part-time employees will be covered by life insurance as follows:

1 year of service at facility	$3000.00
3 years of service at facility	$4000.00
5 years of service at facility	$5000.00
7 years of service at facility	$6000.00
10 years of service at facility	$7000.00

14.6. Employees not working because of work-related (Workers' Compensation) injury will continue to receive the Employer contribution to their health benefit plan for ninety (90) days.

14.7. The Employer agrees that all employees covered by this Agreement shall be covered by the Oregon State Industrial Insurance Act or its equivalent. In cases of a valid on-the-job injury, employees shall be reinstated if and when required by applicable State and/or federal law.

14.8. When an employee begins an unpaid leave of absence, their health insurance coverage shall continue through the end of the current month.

ARTICLE 15 - BEREAVEMENT LEAVE

15.1. Full-time and part-time employees who have completed their probationary period shall be entitled to five (5) days' unpaid leave in the event there is a death in the immediate family, which is defined as parent, spouse, verifiable domestic partner, brother, sister, child, mother-in-law, father- in-law, grandparents and grandchildren. Employees may use accrued, unused vacation time for such leave. The Employer may approve additional unpaid days as needed, for which employees may use accrued, unused vacation time.

15.2. For the purposes of verifying a domestic partner, criteria that may be used include, but are not limited to, the following: joint bank account statements, or proof of shared residents, or legal documentation, etc.

ARTICLE 16 - NON-DISCRIMINATION

16.1 Language in the Workplace. In order to operate safely, efficiently and consistently with the rights of facility residents, English shall be used in resident care areas and common areas typically occupied by residents and family members, unless the resident or family members are conversant in a foreign language and wish to communicate with staff in that language. For instruction purposes in resident care areas, languages other than English may be used with consideration for facility

residents and family members. The rule to communicate in English does not apply to employee break rooms, casually exchanged greetings, or casual conversations between employees except when such conversations occur in resident care areas or other common areas where residents are present. English must be used when communicating with supervisors and co-workers about work related matters, when discussing patient care, or when discussing or performing teamwork assignments.

16.2. The Employer and the Union agree that each will fully comply with applicable laws and regulations regarding discrimination and will not discriminate against any employee or applicant for employment because of such person's race, religion, color, national origin, sex, creed, sexual orientation, gender identity, ancestry, age, union membership or union activity, or any other protected class, as provided by law.

16.3 Immigration. 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 occurring in the workplace, including unreasonable search and seizure. The Employer is obligated to comply with all applicable federal, state, and local regulations in addition to operating within all parameters and specific conditions set in their private compliance agreement with federal, state, and local regulatory officials.

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.

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.

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.

16.4 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.

16.5 - 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. If such employee needs more than one (1) year to provide such authorization to work, to the extent permitted by law, 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.

ARTICLE 17 - REST PERIODS AND MEAL PERIODS

17.1. The Employer shall provide all employees with a fifteen (15) minute rest period during each half of a full-time shift.

17.2. All employees shall be granted thirty (30) minutes during each full-time shift worked for an unpaid meal period near the middle of the shift. If employees have their meal period interrupted, the meal period shall resume after the interruption.

ARTICLE 18 - HOLIDAYS

18.1 Holiday Premium Pay. Full-time and part-time employees will be paid time and one-half at their base hourly wage for all actual hours worked on the recognized holiday. Employees must work their scheduled shift both before and after the holiday in order to receive the premium pay for holidays worked unless the employees are called off by the Employer or asked to volunteer to be off by the Employer. If the employee does not work their scheduled shift both before and after the holiday worked, the employee will be paid regular time for hours worked on the holiday unless the employees are called off by the Employer or asked to volunteer to be off by the Employer.

18.2 All Bargaining Unit Employees eligible for PTO shall be paid time and one-half their regular rate of pay for all hours worked on the following holidays.

- New Year's Day,

- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day
- Employee's Birthday

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

18.4 Naturalization Ceremony Holiday. An employee can take a full day off work (on paid time status) to attend their own citizenship ceremony. An employee must give the Employer notice as soon as is reasonable and practicable in the circumstances. The Employer may request verification from the employee to support the time off request.

ARTICLE 19 - JURY DUTY

Employees shall present any summons to jury duty to their supervisor as soon as possible after receiving the notice to allow advance planning for an employee's potential absence. If an employee is summoned for jury duty, the Employer will provide reasonable assistance in obtaining necessary documentation to support a request for hardship deferment or excusal. This may include verification of work schedules, proof of employment, or other relevant information demonstrating undue hardship to the employee or facility operations.

ARTICLE 20 - PAID TIME-OFF

20.1. Regular full time and part time employees shall be eligible for paid time-off (PTO) in accordance with the following schedule. PTO may be used for holiday pay and/or absences including vacation, sick and/or personal leave.

20.2. Paid time off will be accrued in accordance with the following schedule:

Length of Service at Facility	Accrual Rate	Maximum Accrual
0-12 months	.0385 per hour	10 days / 80 hours
Year 2 thru year 4 (13 to 48 months)	.0885 per hour	23 days / 172.5 hours
Year 5 thru year 9 (49 to 120 months)	.1077 per hour	28 days / 210 hours
Year 10 through year 14 (121 to 168 months)	.1231 per hour	30 days / 225 hours
Year 15 plus (169+ months)	.1423 per hour	35 days / 262 hours

*The final two accrual steps apply only to employees employed at the facility as of the effective date of this Agreement.

20.3. PTO Accrual Caps. Bargaining Unit Employees PTO shall be capped at one hundred and twenty (120) hours.

20.4. PTO Cap Process. Bargaining Unit Employees shall accrue PTO on an ongoing basis from their date of hire but once a Bargaining Unit Employee reaches their cap, he/she shall be paid out twenty (20) hours of PTO at fifty percent (50%) of value.

20.5. Employees may cash out PTO at any time during their employment at fifty percent (50%) of value. Employees must maintain a balance of twenty (20) hours in their PTO banks at all times.

20.6 Probationary Employees. Employees are eligible to accrue PTO benefits upon hire but may not use their accrued PTO hours until the beginning of their 91st day of employment. Employees who are on a leave of absence will not accrue PTO hours during their leave.

20.7 PTO Resignation Cash Out. An employee who resigns with at least fourteen (14) calendar days written notice needs to request to be paid out their earned PTO hours in their final check at one-hundred percent (100%) of their value.

Employees who resign with proper notice must work all scheduled shifts during the notice period to be eligible for payment of unused PTO hours, unless absence is for reasons of approved schedule change, or legally protected leave such as but not limited to OFLA, FMLA. Approved usage of approved leave time, or approved schedule modifications (such as calling off a scheduled shift with proper notice) shall not count against the employee for the purpose of PTO payout.

Employees terminated for cause are not eligible for PTO payout.

20.8. Employees calling in sick shall not be required to find their own replacement.

20.9. Time off due to illness or injury which is compensated by Workers' Compensation or other benefit program is not considered paid time-off to the extent the employee receives such compensation.

20.10. Employees may donate unused paid time-off to other employees who have exhausted their leave so long as the donating employee maintains twenty (20) hours of paid time-offing their own accrual. Donated leave will be paid out at the lower of the two employees' wages.

20.11. PTO time usage may be scheduled at any time that is convenient within the department. The Employer will respond in writing within two (2) weeks after receiving an employee's request for vacation leave. Employees shall submit such requests as far in advance as possible of the requested time off.

20.12. In order to be eligible for holiday pay, the employee must have worked their last scheduled shift before the holiday and first scheduled shift after the holiday, and the holiday itself if scheduled, except in cases of a pre-excused absence, or an illness substantiated by a doctor's note. Employees who fail to comply with the requirements herein shall have the equivalent of one day's pay deducted from their PTO bank.

ARTICLE 21 - JOB DESCRIPTIONS

The Employer will furnish the Union, upon request, job descriptions for all classifications in the bargaining unit, including modifications and revisions thereto. The Employer will review and update these job descriptions as necessary so that the job descriptions accurately reflect work being

performed. The Employer agrees to notify the Union of any new classifications to be covered by this Agreement.

ARTICLE 22 - NO STRIKE/NO LOCKOUT

22.1. During the term of this Agreement or any extension thereof, neither the Union nor its agents, representatives, nor employees covered by this Agreement will instigate, engage in, condone nor sanction, any strike, stoppage of work, walkout, picketing, slowdown, sympathy strike, or other concerted interruption of any kind of any functions of this facility, whether the cause therefor was or was not subject to arbitration under this Agreement. Informational picketing, a protected union activity under the National Labor Relations Act, is permitted as long as the act does not constitute a strike/stoppage of work. If such action occurs, the Union shall immediately make every reasonable effort to terminate such action. Any employee engaging in such actions will not be entitled to any benefit that accrues during that time and shall be subject to discharge or other discipline.

22.2. Neither the violation of any provision of this Agreement by the Employer, nor the commission of any act by the Employer constituting an unfair labor practice or other violation of law, shall excuse the Union, or any of its members or representatives, or any employee covered by this Agreement, from the obligations of this Article.

22.3. During the term of this Agreement or any extension thereof, the Employer shall not commence or continue a lockout of its employees.

22.4. The Employer shall have the right to an injunction and all appropriate damages and attorney's fees if the Union or others covered by Section 21.1 violates said Section, and the Union shall have a right to an injunction all appropriate damages and attorney's fees if the Employer violates Section 21.3 hereof.

ARTICLE 23 - PERSONNEL RECORDS

23.1. An employee may see their individual personnel file as permitted by State law by making a request in writing for an appointment with the business office. All reviews of personnel files must be made on non-work time. Upon request, the Employer shall furnish employees with copies of documents found within their files pursuant to State and Federal laws.

23.2. A record of disciplinary action shall be removed from an employee's personnel file 18months

after it was issued, except that if a Bargaining Unit Employee receives a related discipline during the 18 month period, the original discipline will remain in his or her file until 18 months have elapsed during which the Bargaining Unit Employee received no related discipline. This provision shall not apply to disciplines issued for resident abuse, resident neglect, theft, insubordination, sexual or racial harassment, medication errors, or other major infractions of facility guidelines.

ARTICLE 24 - PROGRESSIVE DISCIPLINE AND DISCHARGE FOR JUST CAUSE

24.1. The Employer shall have the right to discharge, suspend or discipline any employee for just cause. Employees shall receive both notice of discipline in a timely manner, in private and/or Employer feedback on work performance in private, and in such a manner as to not unduly embarrass the employee in front of others. An employee has a right to union representation in any investigatory meeting which the employee reasonably believes may result in discipline.

Progressive Disciplinary Action Steps

Step 1	Written Warning
Step 2	Written Warning #2
Step 3	Final Written Warning (may include unpaid suspension)
Step 4	Termination of Employment

Based on the nature and severity of the incident, the Employer may skip any steps or use none at all and move to termination for a first offense without notice or warning.

24.2. The employee shall be provided a duplicate copy of discipline to forward to the Union. The employee shall be required to sign the discipline; however, the employee's signature thereon shall not be construed as an admission of guilt or concurrence with the reprimand, but rather shall be required as an indication that they have seen and comprehend the gravity of the notice. Employee shall have the right to attach their own view to the discipline, which will also be placed in the file. No formal discipline shall be placed in an employee's personnel file without the employee's knowledge.

24.3 Disciplinary Notice. The Employer will notify the Union in writing, via email correspondence at nursinghomes@seiu503.org, of all suspensions or involuntary terminations of employment of a bargaining unit employee within forty-eight (48) hours

(exclusive of Saturdays, Sundays and holidays) from the time of the discipline, suspension or termination. Inadvertent failure to do so shall not affect the validity of the discipline at issue.

ARTICLE 25 - GRIEVANCE AND ARBITRATION

Section 25.1. A grievance shall be defined as a written statement by either party alleging violation of the Agreement, setting forth in detail all grounds upon which such allegation is based.

Section 25.2. The parties shall attempt to resolve all disputes arising in connection with this Agreement on an informal basis. If the parties are unable to resolve such dispute in the manner provided in this Section, the party making the claim shall, within the applicable time limit set out below, serve a written grievance on the other party. The time limits under this Article may be extended by mutual agreement, provided that any extension of the time limits for filing a grievance must be in writing.

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 Grievance filing	Within 21 calendar days of when the issue occurred 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 of the informal discussion.
Arbitration	The Union has 15 calendar days to file a step 2 grievance from the Employer's response (or lack thereof) to move a step 2 grievance to arbitration.	Union notifies Employer's HR Director in writing and notifies FMCS	Within 60 days of the arbitrator's selection, or as soon as the arbitrator's schedule allows.	

Section 25.3 - Step 1. Step 1 of the grievance must be served in writing to the Department Head or designee within twenty-one (21) calendar days of the day the occurrence arises or becomes known to, or should reasonably have become known to, the other party, or the grievance will be null and void.

The Department Head (or designee) and the Union shall meet within fifteen (15) calendar days of said service for the purpose of discussing and if possible, settling said grievance. The responding party shall give its answer within fifteen (15) calendar days of the conclusion of such meeting. If no answer is given within such time period, the grievance will be deemed to be denied. If such grievance is not settled, then:

Section 25.4 - Step 2. The grieving party may move the grievance to Step 2 by submitting the written grievance to the Administrator or designee, within fifteen (15) calendar days of the Step 1 response. The Union and the Administrator (or designee) shall meet within fifteen (15) calendar days of the Step 2 request and attempt to resolve the grievance. The responding party shall give its answer within five fifteen (15) calendar days of the conclusion of such meeting.

Section 25.5 - Step 3, Arbitration. Either party may make a written request for arbitration. If such request is not served on the other party within fifteen (15) calendar days of the conclusion of the procedures set forth in Section 21.5 the grievance shall be null and void.

a.) Arbitrator Selection Process. If the Employer and the Union fail to agree on an arbitrator or a permanent panel of five (5) arbitrators has not been mutually established, upon the timely submission of a demand for arbitration the moving party must request a list - within thirty (30) calendar days from the date of the request for arbitration - from AAA and notify the other party of having done so. The AAA 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 coin toss.

a) Arbitration Timelines. Once an arbitrator has been properly selected, an arbitration date must be set within sixty (60) calendar days of such selection unless the chosen arbitrator is not available and then the arbitration date will be the earliest date that all parties are available. The Union and the Employer may, with mutual agreement, make procedural changes to the arbitration process given unique circumstances of individual cases. Prior to the arbitration

hearing date, the Employer and Union will make all reasonable efforts to develop a stipulation of facts and use affidavits and other time saving methods whenever possible. The arbitrator shall conduct the hearing in whatever manner will most expeditiously permit full presentation of the evidence and arguments of the parties. Any arbitrator accepting an assignment under this Article agrees to issue an award within thirty (30) calendar days of the close of the hearing or sixty (60) calendar days, if post-hearing briefs are submitted.

b) Arbitrator Award and Cost. Any dispute as to arbitrability may be submitted and determined by the arbitrator. The Arbitrator's determination shall be final and binding. All decisions of the Arbitrator shall be limited to the terms and provisions of this Agreement and in no event may the terms and provisions of this Agreement be altered, amended or modified by the Arbitrator. Unless otherwise agreed to by the parties, all costs, fees and expenses of the Arbitration, including the cost of the Arbitrator, court reporter, hearing transcript (if requested by either party or the arbitrator), and any hearing room, shall be borne by the party whose position is not sustained by the Arbitrator. If, in the opinion of the Arbitrator, neither party's position is clearly sustained by the Arbitrator, the Arbitrator shall assess the foregoing costs to each party on an equal basis. In all arbitrations, each party shall pay its own attorney's fees and the cost of the presentation of its respective case, including the cost of any expert witnesses.

c) Occurrences prior to the ratification date or subsequent to the expiration date of this Agreement, shall not be subject to arbitration absent mutual agreement of the parties.

d) The parties agree that the arbitrator shall accept a written statement signed by a resident, patient or family member in lieu of their sworn testimony and it shall carry the same force and effect as if the resident, patient or family member appeared and provided live testimony. In appropriate circumstances, the Employer may be required to establish that the resident, patient or family member does not suffer from a severely impaired cognitive state. The parties agree that neither shall compel, or attempt to compel, a resident, patient or family member to appear as a witness. However, if a resident, patient or family member wishes to appear voluntarily at an arbitration, nothing in this Section shall prohibit them from doing so.

ARTICLE 26 - TRAINING AND EDUCATION

Section 26.1. The Employer will pay for all mandated classes after the probationary period. The employer shall make all reasonable efforts to notify employees at least 2 weeks prior to any training.

Section 26.2. All new employees shall receive all necessary training to be oriented to the facility. New hires shall receive training by other employees as appropriate.

Section 26.3. Probationary employees shall not be assigned to train new employees.

ARTICLE 27 - PAY DAY

Section 27.1. Employees shall be paid every other Friday.

Section 27.2. Paper paychecks shall be made available for all employees no later than the end of the CNA dayshift on paydays.

Section 27.3. Direct Deposit shall be made available to employees. Upon request, employees may receive W-2 forms, paystubs, and other information in paper form.

Section 27.4. Electronic or paper paycheck stubs shall be made available to Employees on or before each pay date.

ARTICLE 28 - LEAVES OF ABSENCE

Section 28.1. The Employer shall comply with all local, state and federal leave of absence requirements.

Section 28.2. An authorized leave of absence shall not affect previous accumulated seniority or benefits. Seniority and benefits will not accumulate during such leave.

ARTICLE 29 - SENIORITY, LAYOFF AND RECALL

Section 29.1. Seniority is defined as the length of continuous employment at the facility less adjustments due to layoffs and unpaid leaves. Accrual of seniority begins upon an employee's successful completion of the probationary period and is retroactive to the employee's date of hire at the facility.

Section 29.2. On-call employees shall accrue seniority within their on-call status for scheduling

purposes based on hours worked. When on-call employees become full or part time, their seniority shall be calculated based on the number of hours worked as of the date of classification change, from the date of hire. When full or part time employees become on-call, they shall retain their accrued seniority per Section 28.1.

Section 29.3. If two (2) or more employees have the same date of hire, then seniority shall be determined alphabetically by the employee's last name as of the date of hire.

Section 29.4 - Layoff:

A. No layoff shall be implemented without notifying the Union at least fourteen (14) days in advance. Within seven (7) days of such notice, the Union may call a meeting with the Employer for the purpose of avoiding or mitigating the effects of the layoff and discussion of the procedures to be followed.

B. If a position within their classification becomes available, employees who have been laid off shall be recalled by seniority before the position is offered to current employees or outside applicants. Such right to recall shall not exceed twelve (12) months from the date of lay-off. The employee has the responsibility to notify the Employer of their current telephone number and address. The open position shall be offered to current employees or outside applicants only after the laid-off individual refuses the opening.

Section 29.5. A Bargaining Unit Employee who is being laid off may fill any vacant position or may displace a less senior Bargaining Unit Employee in any job classification provided that he or she has the qualifications and experience to do the job.

Section 29.6. Any former employee who is rehired within ninety (90) days of layoff shall be credited with all seniority accumulated at the date of termination upon rehire.

ARTICLE 30 - DRESS CODE AND UNIFORMS

Section 30.1. The Employer will give the Union notice before any change is made in the dress code and bargain over any financial impact for Bargaining Unit Employees.

Section 30.2. The practice of allowing employees to wear knee length shorts (no cut-offs, denim, or short shorts above the knee) shall be from June 1 until September 30 each year or extended at the discretion of the Employer. This article shall phase out when the Employer provides air conditioning and/or another sufficient cooling system in the building.

ARTICLE 31 - HEALTH AND SAFETY

Section 31.1. The Employer shall provide a safe and healthful place of employment for each employee and comply with all local, State, and Federal health and safety laws and regulations. Likewise, it is the duty of each employee to comply with all health and safety regulations of the Employer. In the event a safety or health hazard is detected, it shall be promptly reported to the Employer. The Employer shall then have a reasonable period of time to remedy the situation. No retaliatory or discriminatory action shall be taken against any employee(s) who report dangerous or unhealthful conditions at the nursing home to their supervisor, Administrator, or other proper authority or agency.

Section 31.2. The Employer shall make reasonable efforts to provide the necessary equipment, materials and training to bargaining unit employees in order to provide quality care for residents and a safe workplace for employees.

Section 31.3. Consistent with the HIPAA Privacy Rule and state confidentiality provisions, the Employer shall provide minimum necessary protected health information to bargaining unit members necessary to ensure their safety and protection in the event of exposure to pathogens and shall provide appropriate safety equipment for such bargaining unit employees. In the event potential exposure to a serious infectious disease is known to exist within the facility, the Employer shall make best efforts to notify employees before the start of their next shift either over the phone/text, e-mail or in-person.

Section 31.4. The Employer shall make hepatitis B vaccines, flu vaccines, annual TB tests, and initial chest x-rays (if an employee's TB test is positive) available to bargaining unit employees at no cost to the employee so long as provided or performed by medical personnel employed or approved by the Employer. The Employer will pay for Employer provided lice and scabies test and treatment in the event of a documented case at the facility.

ARTICLE 32 - RESPECT AND DIGNITY

32.1. All bargaining unit employees and members of management shall be treated with respect and dignity. Members of management, and bargaining unit employees, shall avoid using derogatory

language, and shall conduct themselves in a professional manner. Neither members of management nor employees shall allow for, participate in, or insist upon, any violation of resident rights or the violation of any other applicable laws or regulations. There shall be no grievances filed alleging a violation of this Article unless the employee has been disciplined for violation of their obligations herein.

ARTICLE 33 - LABOR MANAGEMENT COMMITTEE

33.1. The parties agree to meet and discuss reasonable and appropriate subjects. Such meetings will be held as needed. The Labor Management Committee (LMC) exists for the purpose of resolving current and on-going challenges within the facility.

33.2. The Committee shall be comprised of no more than three (3) representatives (not including one (1) SEIU staff representative) designated by the Employer and no more than three (3) representatives designated by the Union. By mutual agreement, more than three (3) representatives from either side may attend a given meeting. A maximum of three (3) employees who attend the LMC meetings will be compensated at a maximum of one (1) hour per month. Employees shall not take time off during a work shift to attend a Committee meeting without the express permission of the employee's supervisor.

33.3. Agreements reached at Labor/Management meetings shall not be binding on the parties. The Committee shall not have the power to alter the terms of this Collective Bargaining Agreement, or Facility or Corporate Policy. The Contract may be modified by mutual agreement between the parties via Letters of Agreements (LOAs). In order for an LOA to be valid, the agreement must be signed by SEIU's Executive Director and an employer designee.

ARTICLE 34 - ENTIRE AGREEMENT AND WAIVER

34.1. It is understood and agreed that this Agreement contains all the agreements of the parties. The Employer and the Union agree that each has had the opportunity to discuss any matters dealing with wages, hours or conditions of employment, and that all matters desired by either party have been presented, discussed, and either incorporated herein or rejected.

ARTICLE 35 - DURATION OF AGREEMENT

35.1. This Agreement shall become effective on October 1st, 2024, and shall remain in effect through September 30th, 2027 and from year to year thereafter, provided, however, that either party gives written notice otherwise, not less than ninety (90) days' prior to September 30th, 2027. If the parties

mutually agree to roll over this Agreement without bargaining in 2027, then in subsequent years, either party may notify the other party of its desire to amend or terminate the Agreement upon the expiration of its then current term.

Section 35.2. If any provision of this Agreement is found to be in conflict with the laws of the State of Oregon, as may be applicable, or the United States of America, such provision shall be changed to conform to such law/laws or be deleted entirely as agreed to by the parties hereto, and the remaining provisions of the Agreement shall remain in full force and effect.

SIGNATURES

For the Union

Andrew Lucus

Andrew Lucus 06/01/26

SEIU Local 503 Field Coordinator
On behalf of the Union's bargaining team

For the Employer

Ryan Williams

06/01/26

On behalf the Employer

Kalesta - SEIU Local 503 (Oregon) CBA (2024-2027) Signature Request

Final Audit Report 2026-06-03

Created:	2026-06-01
By:	Evan Paster (pastere@seiu503.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA9VXlf5o4DGD04sd010mN-TT0wu8gYTQI

"Kalesta - SEIU Local 503 (Oregon) CBA (2024-2027) Signature Request" History

Document created by Evan Paster (pastere@seiu503.org)
2026-06-01 - 6:30:54 PM GMT

Document emailed to Andrew Lucus (lucusa@seiu503.org) for signature
2026-06-01 - 6:31:00 PM GMT

Document emailed to Ryan Williams (ryan@kalestahc.com) for signature
2026-06-01 - 6:31:00 PM GMT

Email viewed by Ryan Williams (ryan@kalestahc.com)
2026-06-01 - 6:45:42 PM GMT

Email viewed by Andrew Lucus (lucusa@seiu503.org)
2026-06-01 - 7:31:45 PM GMT

Document e-signed by Andrew Lucus (lucusa@seiu503.org)
Signature Date: 2026-06-01 - 7:32:14 PM GMT - Time Source: server - Signature Appearance Selected: IMAGE

Document e-signed by Ryan Williams (ryan@kalestahc.com)
Signature Date: 2026-06-03 - 0:41:22 AM GMT - Time Source: server - Signature Appearance Selected: IMAGE

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2026-06-03 - 0:41:22 AM GMT