

SEIU 503/Avamere Tentative Agreement Summary

October 1, 2017 - September 30, 2021

Avamere workers stood together and won a strong tentative agreement! We are very proud of all workers who took action across the state to make this possible!

Article 10 – Hours and Overtime

We were able to maintain our current bonus structure without paying for the cost out of our bargaining pot! We will continue to receive an additional \$6.50 per hour for volunteering to cover an open shift or hours and \$5.00 per hour when mandated.

We were also able to make improvements to the language around the open shift process. Management now will be able to offer the \$6.50 bonus for shifts picked up before 7 days in advance of the shift! Effective December 1, workers will only be eligible for the \$6.50 bonus if they don't have any unexcused absences during the month. The bonus pay will be paid on your first paycheck of the following month for extra shifts worked. We agreed to this language in order to secure improvements to the mandation process.

If you are going to be mandated they are now required to give you 2 hours' notice of the extra hours (except in extreme circumstances)! They can also no longer mandate you to stay when you are already there as a volunteer! This means if you volunteer to pick up a few hours, or if you have volunteered to pick up a shift on your day off, they can't mandate you to stay longer!

Article 11 – Wages

All steps of our pay scale will be increased by \$0.45 retroactive to October 1, 2017. All workers will move up to the next step of the scale retroactive to October 1, resulting in an additional \$0.35 increase. That means all workers will receive a total increase of \$0.80 retroactive to October 1! We will continue to receive step increases of \$0.35 every October 1, and the remainder of the Medicare increase in scale improvements as well! We protected our raises from now through October 2020!

Beginning in 2018, every July during this contract, the wage scale will increase to keep pace with the new minimum wage. Any classification that falls below the new minimum wage will be adjusted so that the starting step of the wage scale equals the regional minimum wage plus an additional 2%. The remaining steps will be adjusted upwards to maintain the \$0.35 distance between steps. This will help us ensure that workers are paid more than the minimum and will minimize compression for workers at the top of the scale. This is an important win for Dietary, Housekeeping and Laundry Workers.

Article 26 – Health Insurance

Our Central Table team reached an agreement to explore a healthcare trust that could result in long-term improvements to our healthcare.

To keep our costs manageable in the meantime, the employer agrees to continue covering 78% of health insurance premium costs for the standard plan and 85% of the premium costs for the wellness plan for employee only. Avamere will also offer spousal coverage again beginning at the next open enrollment period.

Article 8 – Seniority

We protected our seniority when we move from one Avamere facility to another. We also improved language around reductions of hours: if any employee would lose 15 hours in a calendar month, Avamere will now meet and confer with our Union so we can mitigate the impact of those lost hours.

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Article 13 – Paid Time Off

We updated our PTO accrual to reflect changes to sick leave law and outline how workers will accrue PTO between 90 days and 1 year of employment. We changed language to months of service rather than years of service for clarity.

We added language that employees can now designate a beneficiary for any unused PTO in the event of death.

Article 22 – Labor-Management Committee

Previously we were allowed up to 3 people on the LMC based on a count of 1 representative per 10 workers. We lifted the 1/10 limitation and will now be able to have 3 people at our LMC's regardless of the facility size.

Experience Credit Grid

We clarified how people will be placed on the wage scale when changing positions within Avamere. There will now be a standard practice when a CNA moves into either a CMA or RA position, as well as when a Dietary Aide moves into a Cook position. We also agreed to language that no person will see a pay cut when moving from a non-nursing to a nursing position.

LOA – Bend Wage Scale

We ensured that our newest workers at Bend Transitional Care will be placed on their new wage scale according to years of experience. Current Bend employees will receive an additional 1.7% increase to cover dues, just as other Avamere facilities have in the past.

Article 5 – Union Rights, Representatives, and Stewards

We clarified the process Union representatives must follow when preparing to visit facilities and the process we follow when notifying Avamere as to who are our stewards.

Article 7 – Temporary Bargaining Unit Employees

We agreed to language that temporary bargaining unit employees can be used to meet minimum staffing levels and clarified language as to how long they can be working in our facilities before they become regular employees and a part of our Union.

Article 16 – Retirement

We updated the language to match current practice and legal requirements. Workers will be eligible at 18 years of age, instead of 21.

Article 2 - Union Security

We improved timelines for when Avamere will send information about new employees to our Union. This will help us maintain our union strength by being able to talk to new workers earlier in their employment.



SEIU 503 2017 Avamere Bargaining Team

FROM LEFT: Back row: SL Crawford, Diane King, Renee Tetzloff, Rhonda Murray, Adam Schack, Sally Winters, Shoshana Loos. Front row: Sarah Lanius, Alessa Straight, Marie Ostin, Sam Browne