2018- 2022

COLLECTIVE BARGAINING
AGREEMENT

BETWEEN

SEIU LOCAL 503

AND

AVAMERE HEALTH SERVICES, LLC
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MEMORANDUM OF UNDERSTANDING

Preface: This Memorandum of Understanding (hereinafter referred to as “this Memorandum”) has been entered into between the Service Employee International Union, Local 503, (hereinafter referred to as “the Union”) and Avamere Health Services, LLC, (hereinafter referred to as “the Employer”).

Recognition: The Union and separate employers:

- Avamere Hillsboro Operations, LLC
- Avamere St. Helens Operations, LLC
- Avamere Sherwood Operations, LLC
- Forest Drive Operations, LLC
- Avamere at Seaside
- Genesis Newberg Operations Co, LLC
- Avamere Bethany Operations, LLC
- Avamere Sandy Operations, LLC
- Waterford Operations, LLC – assisted living facility

and the Employer, which all parties agree are separate employers, each agree to associate with the other for the purpose of recognizing the Union as the exclusive bargaining representative of a single bargaining unit, as provided for under federal labor law regarding multi-employer bargaining for the classifications identified in each employers’ respective collective bargaining agreements.

For ease of contract administration, all facilities are listed in this agreement.

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

For the Union:

[Signature]
Melissa Unger
Executive Director
SEIU Local 503

Date: 7/18/19

For the Employer:

[Signature]
Sarah Silva
Avamere Health Services, LLC

Date: 7/31/19
PREAMBLE

This Agreement is made and entered into this 1st of July, 2018 by and between Avamere Health Services, LLC (the “Employer) and Service Employees International Union Local 503, OPEU (the “Union”), acting on behalf of the Bargaining Unit Employees of the Employers as defined in the recognition clause (the “Bargaining Unit Employees”). The Agreement has been executed July, 1, 2018, and the effective date shall be July, 1, 2018.

For ease of contract administration, all facilities are listed in this agreement.

WHEREAS, the purpose of this agreement is to:

1. Promote harmonious relations between the Employer and its Bargaining Unit Employees;
2. To secure efficient operations;
3. To establish standards of wages, hours and other working conditions for the Bargaining Unit Employees within the collective bargaining unit;
4. To ensure that the Employer earns a sufficient return to enable it to:
   a. Employ the Bargaining Unit Employees and other employees;
   b. Provide the seniors it cares for the quality of life and living environment that they deserve; and,
   c. Better enable the Employer and the Bargaining Unit Employees to accomplish our Mission Statement: To Enhance the Life of Every Person We Serve;

WHEREAS, the Employer recognizes the Union as the sole collective bargaining representative for the Bargaining Unit Employees covered by this Agreement, as hereinafter provided;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties hereunto agree as follows:
ARTICLE 1- RECOGNITION

1.1 Employees Covered By Agreement. The Employer recognizes the Union as the sole and exclusive bargaining agent for all Bargaining Unit Employees, excluding supervisors, managers, department supervisors, and confidential employees, even if that person is currently the only person in the department, the Admissions Coordinator, Resident Care Coordinator, Maintenance Director, Activities Director, Food Services Director, Staffing Coordinator, the Bookkeeper, RN’s and LPN’s.

1.2 New Employee Notice. When the Employer hires a new Bargaining Unit Employee, it shall advise that employee in writing, that there is an Agreement with the Union. This notice shall quote the union security and check-off provisions of this Agreement and shall be in the form of Exhibit A to this Agreement.

ARTICLE 2- UNION SECURITY

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

2.2 The condition of employment specified above shall not apply during periods of formal separation from the bargaining unit by any such employee but shall reapply to such employee on the thirty-first (31st) day following 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.

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

2.4 The ability of a bargaining unit employee to revoke 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 if necessary.

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

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

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

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

2.7 The Union will indemnify and hold harmless the Employer with respect to any asserted claim or obligation or cost of defending against any such claim or obligation of any person arising out of the Employer deduction 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.

**ARTICLE 3- NO DISCRIMINATION**

3.1 **No Discrimination.** No employee or applicant for employment covered by this Agreement shall be discriminated against because of membership in the Union or activities on behalf of the Union. Neither the Employer nor the Union shall unlawfully discriminate for or against any employee or applicant covered by this Agreement on account of race, color, religious creed, national origin, citizenship status, lawful political affiliation, veteran status, disability,
medical condition, sexual orientation, sex, gender identity, gender expression, age, marital status or any other protected class.

3.2 Languages. In order to operate safely, efficiently and consistently with the rights of facility residents, English shall be used in resident care areas and common areas typically occupied by residents and family members, unless the resident or family members are conversant in a foreign language and wish to communicate with staff in that language. For instructional purposes in resident care areas, languages other than English may be used with consideration for facility residents and family members. The rule to communicate in English does not apply to employee break rooms, casually-exchanged greetings, or casual conversations between employees except when such conversations occur in resident care areas or other common areas where residents converge.

3.3 Gender. The use of the masculine or feminine gender or any titles which connote gender in this Agreement shall be construed as including both genders and not as sex limitations unless the Agreement clearly requires a different construction.

3.4 Privacy Rights: Department of Homeland Security, Immigration, and Customs Enforcement (hereinafter “I.C.E.”)

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

B. To the extent permitted by law, the Employer shall notify the Union as quickly as possible, if any I.C.E. agent contacts the facility to enable a Union representative or attorney to take steps to protect the rights of employees. Additionally, to the extent permitted by law, the Employer shall notify the Union immediately upon receiving notice from I.C.E., or when a Social Security Administration (SSA) audit of employee records (for any purpose) is scheduled or proposed and shall provide the Union with any list received from such governmental agencies identifying employees with documentation or social security problems.

C. To the extent permitted by law, the Employer shall not infringe the privacy rights of employees, without their express consent, by revealing to the I.C.E. any employee’s name, address, or other similar information. To the extent permitted by law, the Employer shall notify the affected employee and the Union in the event it furnished such information to the I.C.E.

D. To the extent permitted by law, the Employer may provide paid or unpaid leaves of absences for any employee who requests such leave in advance because of court or agency proceedings relating to immigration matters as outlined in its Employer Policies and consistent with all state and federal leave requirements. The decision of whether to grant the leave and the maximum duration of the leave shall be determined in the Employer’s sole discretion.

E. To the extent permitted by law, employees shall not be discharged, disciplined, suffer loss of seniority or any other benefit, or be otherwise adversely affected by a lawful change of name or social security number. Employees who have falsified any records concerning their identity and/or social security number will be terminated. Nothing in this
section shall restrict the Employer’s right to terminate an employee who falsifies other
types of records or documents.
F. An employee may not be discharged or otherwise disciplined because:
   1. The employee (hired on or before November 6, 1986) has been working under a
      name or social security number other than their own;
   2. The employee (hired on or before November 6, 1986) requests to amend their
      employment record to reflect their actual name or social security number;
   3. The employee (hired on or before November 6, 1986) fails or refuses to provide
      to the Employer additional proof of their immigration status.

ARTICLE 4- MANAGEMENT RIGHTS

4.1 Except to the extent abridged, delegated, granted or modified by a provision of this
Agreement, the Employer reserves and retains the responsibility and authority that the Employer
had prior to the signing of this Agreement, and these responsibilities and authority shall remain
with management. It is agreed that the Employer has the sole and exclusive right and authority to
determine and direct the policies and methods of operating the business, subject to this
Agreement.
4.2 The parties intend the following Management Rights language to satisfy all legal criteria
established by the NLRB in Graymont PA, Inc. 364 NLRB No. 37 (June 29, 2016) in order to
allow Employer to unilaterally make changes to specifically identified terms and conditions of
employment. The parties agree that they discussed, to each party’s satisfaction, the subjects in
this Section during collective bargaining negotiations and that Union clearly and unmistakably
expressly waived its right to bargain before Employer unilaterally changes the following
enumerated subjects. During the term of the Agreement, except when such rights are specifically
abridged or modified by this Agreement, Union hereby grants Employer the right and authority
to make changes unilaterally (i.e., without giving Union notice and an opportunity to bargain
concerning the planned changes) within the following subjects and/or terms and conditions of
employment:
   1. To manage, direct and control its property and workforce;
   2. To conduct its business and manage its business affairs;
   3. To direct its employees;
   4. To hire;
   5. To assign work;
   6. To transfer;
   7. To promote;
   8. To demote;
   9. To layoff;
   10. To recall;
   11. To evaluate performance;
   12. To determine qualifications;
   13. To discipline;
   14. To discharge;
   15. To adopt and enforce reasonable rules and regulations;
16. To establish and to effectuate existing policies and procedures including but not limited to a drug/alcohol testing policy;
17. To establish and enforce dress codes;
18. To set standards of performance;
19. To determine the number of employees, the duties to be performed, and the hours and locations of work, including overtime;
20. To determine, establish, promulgate, amend and enforce personal conduct rules, safety rules and work rules;
21. To determine if and when positions will be filled;
22. To establish or abolish positions;
23. To discontinue any function;
24. To create any new service of function;
25. To discontinue or reorganize or combine any department or branch of operations;
26. To evaluate or make changes in technology and equipment. In the event employees request clarification on the application of new technology or use of new or different equipment, the Employer will meet and discuss the issues with the affected employees;
27. To establish shift lengths;
28. To either temporarily or permanently close all or any portion of its facility and/or to relocate such facility or operation;
29. To determine and schedule when overtime shall be worked;
30. To determine the number of employees required to staff the facility, including increasing or decreasing that number;
31. To determine the appropriate staffing levels required at the facility, including increasing or decreasing that number; and,
32. To determine the appropriate mix of employees, by job title, to operate the facility.

4.3 The Employer’s failure to exercise any function or responsibility hereby reserved to it, or its exercising any function or right in a particular way, shall not be deemed a waiver of its responsibility to exercise such function or responsibility, nor preclude the Employer from exercising the same in some way not in conflict with this Agreement.

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

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

**ARTICLE 5- UNION RIGHTS, REPRESENTATIVES & STEWARDS**

In the interest of promoting a positive approach to labor-management relations and strengthening an ability to achieve joint goals of the Labor-Management Coalition for Quality Care, the parties agree to the following:
5.1 Professional Courtesy and Behavior. The Employer and the Union agree to encourage everyone, regardless of position or profession, to perform in an efficient, courteous and dignified manner when such individuals interact with fellow employees, facility residents, and visitors. The Employer and the Union agree that all facility employees, managers, and Union representatives will treat each other with dignity, respect and courtesy. The foregoing principles shall also apply in providing service to patients and visitors. Neither the Union nor the Employer shall use negative rhetoric in the form of written or verbal communication that concerns the mission, motivation, leadership, character, integrity or representatives of the other. No Party shall circulate, or cause to be circulated, any charge or report that is designed to bring another Party into public disrepute or otherwise adversely affecting the integrity, credibility or reputation of such Party, including all written material connected with any organizational campaign or collective bargaining negotiation. The foregoing two (2) sentences shall be waived for any successor contract bargaining thirty (30) days prior to the expiration of the Agreement, unless the parties mutually agree to binding arbitration for any successor contract bargaining.

5.2 Union Representatives. Union staff representatives shall have access to the facility for the purposes of conferring with the Employer, Union Stewards, and/or bargaining unit members, and for the purpose of administering this Agreement. With at least one (1) business day’s prior notice, via written email request to the facility’s Administrator that can be approved or denied (a denial of request should be due to the Employer being given less than one (1) business days’ notice, or under extreme circumstances such as state survey, or contagious illness in the facility), or less with mutual agreement with the Employer, a representative of the Union shall have reasonable access to the Employer’s premises. A lack of response to a written email request shall not prohibit the Union staff representative from having access to the facility. If the facility visit is in relation to filing of an employee’s grievance or the investigation of a potential grievance, the Union representative shall have immediate access to the Employer’s premises. Prior notification may include notice by telephone or email. Upon entering the facility the Union representative shall notify the Administrator, or their designee, of the representative’s presence in the facility. Such Union representative shall confer with employees during the employee’s non-working time in the employee break room and other non-work areas. The Union will furnish the name of the Union representative to the Employer.

5.3 Union Information. The Employer will:
1. Furnish and install at least one (1) bulletin board in each employee break room or each facility for posting of Union notices with a copy being given to management at the time of the posting. This bulletin board shall be no smaller than three feet by four feet (3’ x 4’). The Union and Employer will confer upon the location of the bulletin board.
2. Allow the Union to furnish a binder to be kept in the break room for the purpose of storing materials such as membership forms, copies of the contract, Union contact information, and other Union materials.
3. Additionally, as space permits, allow the Union to furnish a secure deposit box and/or a shelf, installed by the Employer on the wall of the break room for the purpose of keeping internal Union information including, but not limited to, Union election nomination forms and ballots, grievance forms, membership surveys, etc.

5.4 Union Stewards. The Union shall designate Union Stewards and notify the Employer in writing, by the first day of each month, as to who the Stewards are, for each shift, if there are any new stewards, or any change in the status of existing Stewards. The Union Stewards'
performance of Union work shall not interfere with the operation of the facility nor the
performance of employees’ job duties. A Union Steward shall receive 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. A Union Steward 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 in consideration of operational needs.
Bargaining Unit Employees requesting time off to attend Steward training will make every effort
to comply with Employer’s policy for requesting time off.

5.5  New Union Member Orientation. Each month, Employer will provide a designated
Union Steward with the names of all employees newly hired into bargaining unit job
classifications and the scheduled date for such employees’ general orientation. During general
orientation of Bargaining Unit Employees covered by this Agreement, or within one (1) month
of a Bargaining Unit Employee’s hire date, whichever occurs first, a Union Steward (on the
clock) will be given an opportunity at a mutually agreed upon time to speak with the Bargaining
Unit Employees in private for up to fifteen (15) minutes. Part of this discussion will include an
explanation and distribution of Union Membership/Dues Authorization cards to the new
Bargaining Unit Employees. The purpose of this session shall be to explain to new Bargaining
Unit Employees that they are covered by this Agreement and to answer any questions about this
Agreement, SEIU Local 503, or the Oregon Labor-Management Coalition for Quality Care. Such
Union Orientations will be mandatory for all Bargaining Unit Employees within their first month
of hire.

5.6  Union Activities. There shall be no reprisal, coercion, intimidation or discrimination
against any Union Steward or Union member for participation in union activities, as defined by
applicable law.

5.7  Daily Stipend for Joint Lobby Days. The Employer will designate two (2) days per
calendar year to grant leave time for employees participating in lobby days 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 time spent in
conjunction with such approved lobby days. The stipend will be paid in the qualified employee’s
regular paycheck subject to all payroll rules. The Employer can alternatively select more than
two (2) employees per facility if operational needs allow and the total number of employees
participating company-wide does not exceed the overall total of up to two (2) employees per
facility. The Union will identify and select the employees eligible for the stipend within the
framework above and verify such employee’s lobby day participation at the approved event.

5.8  Volunteer Union Activities. For employee activity under this Article, including
collective bargaining with the Employer, that does not fall under paid time, employees will be
able to utilize earned paid time off. Under no circumstance will employees have a reduction of
status or lose health care benefits for employee activity under this Article.

5.9 All Staff Meetings. When the Employer holds its regularly scheduled All Staff Meetings at the facility, a Union Representative and/or Union Steward shall be given the opportunity to address the Bargaining Unit for five (5) minutes.

ARTICLE 6- PROBATIONARY BARGAINING UNIT EMPLOYEES

6.1 Probationary Period. New Bargaining Unit Employees shall be on probation for ninety (90) calendar days from their date of hire.
6.2 No Just Cause During Probationary Period. During or at the end of the probationary period, the Employer may discharge any probationary Bargaining Unit Employee at will and such discharge shall not be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE 7- TEMPORARY BARGAINING UNIT EMPLOYEES

7.1 Temporary Bargaining Unit Employees may be hired where the Employer reasonably perceives at the time of the hiring that the work will be of a temporary nature, to meet minimum staffing levels, or to replace Bargaining Unit Employees on vacation or leave of absence.
7.2 Temporary Bargaining Unit Employees may be hired for up to four hundred and eighty (480) hours. Any Temporary Bargaining Unit Employee working consistently at any single facility for four hundred and eighty (480) hours will become a regular Bargaining Unit Employee. The Union should be notified when temporary Bargaining Unit Employees are hired. If a temporary employee is hired to replace an employee on leave of absence, the four hundred and eighty (480) hours may be extended for the length of the approved leave of absence. Non-paid volunteers and non-paid interns earning school credits shall not be considered Bargaining Unit Employees, temporary or otherwise, and shall not be subject to this Agreement.
7.3 Temporary Bargaining Unit Employees shall not be covered by any of the terms of this Agreement, and shall be treated for all purposes as outside of the Bargaining Unit and as unrepresented Bargaining Unit Employees. If a temporary employee is hired into a permanent position, their seniority shall be retroactive to their date of hire as a temporary employee.
7.4 If a permanent Bargaining Unit Employee receives a temporary position, they may return to their prior position when the temporary position ends, if that prior position is available. If it is not available, that employee shall receive a position equal in wage.

ARTICLE 8- SENIORITY

8.1 Definition of Seniority. A Bargaining Unit Employee’s seniority shall be defined as the length of time the employee has been employed at the facility. If a Bargaining Unit Employee should voluntarily move to another facility, the Bargaining Unit Employee shall keep their seniority for the purposes of wages (including longevity bonuses) and PTO accruals. If a Bargaining Unit Employee should be involuntarily moved to another facility (not including termination for just cause), all of their seniority shall be maintained.
8.2 Accrual of Seniority
1. Accrual of seniority begins upon a Bargaining Unit Employee’s successful completion of the probationary period, and is retroactive to the employee’s date of hire.
2. Seniority shall cease to accrue but shall not be lost in the event of a Layoff or leave of absence longer than three (3) months.
3. A Bargaining Unit Employee’s seniority shall be lost in the event of their voluntary resignation or retirement; unless the Bargaining Unit Employee is hired and relocated to another Avamere Facility covered by this Agreement within three (3) months of a voluntary resignation, discharge for just cause; failure to return to work upon expiration of an authorized leave of absence; Layoff in excess of twelve (12) months.

8.3 Layoff. No layoff, position elimination, or reduction in force shall result in a Bargaining Unit Employee’s reduction in wages or loss of bumping rights. No Layoff shall be implemented without:
1. Notifying the Union thirty (30) days in advance. Such notice shall indicate the job classifications, number of hours, and Bargaining Unit Employees who will be affected by the Layoff;
2. The union may request a meeting for the purpose of avoiding or mitigating said Layoff and discussion of the procedures to be followed. Any such meeting shall be held within fifteen (15) days of the notice of Layoff.
3. Probationary and temporary Bargaining Unit Employees within the affected job classification shall be laid off first without regard to their individual periods of employment. Non-probationary Bargaining Unit Employees shall be laid off next in reverse order of their seniority. No more senior employee shall be laid off as long as there is a less senior employee working hours in the same job classification on the same shift.

8.4 Reduction of Hours. During temporary periods of low census, the Employer shall reduce hours in the following manner:
1. The Employer may eliminate full shifts. The Employer may also shorten the length of the work shift of one or more Bargaining Unit Employees per department, per shift.
2. The Employer shall first ask for volunteers who wish to reduce their hours. If there are multiple volunteers, then the Employer will accept volunteers in rotating seniority order, starting with the most senior employee on the shift.
3. If there are no volunteers, and the Employer is going to cancel a full shift or reduce hours, it will cancel shifts or reduce hours in rotating seniority order, starting the rotation with the least senior employee working the shift and progressing to the most senior employee on that shift. If a Bargaining Unit Employee will lose fifteen (15) hours in a calendar month, the Employer agrees to meet and confer with the Union regarding the impact of continuing reduced hours.
4. A Reduction in Hours shall not be considered a Layoff as defined in Section 8.3, Layoff.
5. Bargaining Unit Employees who volunteer to reduce their hours or who have had their hours reduced have the option of using Paid Time Off, if the Bargaining Unit Employee has accrued Paid Time Off. If the Bargaining Unit Employee chooses not
to use available Paid Time Off, then the Bargaining Unit Employee will not be paid for time not worked.

6. No Bargaining Unit Employee will lose eligibility for benefits because of hours reductions that take place, voluntarily or involuntarily, unless they are scheduled (on the posted monthly schedule) for an average of less than (30) hours per week for more than (2) straight months or as current practice allows.

8.5 Bumping
1. A Bargaining Unit Employee whose hours are being cut or who is being laid off may fill any vacant position or may displace a less senior Bargaining Unit Employee in any job classification provided that they have the qualifications to do the job. A Bargaining Unit Employee who is displaced in a Layoff or has hours reduced shall also have bumping rights.

2. A laid off Bargaining Unit Employee may combine the jobs of two (2) less senior Bargaining Unit Employees in the same classification, provided that there is no conflict in schedule.

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

2. Recall rights shall last for twelve (12) months.

3. Those laid off Bargaining Unit Employees with recall rights are called “Recallables.”

4. The Employer shall notify any Recallables in writing of the Recallables’ option to return to employment no less than seven (7) calendar days prior to when the Employer desires that the Recallable Employee(s) return to employment. The Recall notice shall be in the form of Exhibit B of this Agreement. The Employer shall also make a good faith effort to notify these Recallables that the Recall notice has been mailed, by phone call or text, at the last known phone number, and shall keep a record of such efforts. These Recallables shall have twenty-four (24) hours from receipt of the Recall Notice sent by registered mail by the Recallable to indicate unequivocally that the Recallable will return to employment (“Yes Notice”). If the Recallable fails to provide the Yes Notice, then that Recallable has irredeemably waived their Recall rights.

**ARTICLE 9- ASSIGNMENTS & JOB POSTINGS**

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

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

9.3 Filing Job Vacancies. When a vacancy in a bargaining unit job occurs, the following principles shall apply in the following order:
1. All vacancies and new positions in the bargaining unit shall be posted for a period of five (5) calendar days including at least one weekend day. Postings shall include classification, shift, and rate of pay. “Posted” or “Postings” may include use of an internet or other computer-based job posting and/or screening system, but must include a physical posting in the facility, including a posting on the Union bulletin board that Stewards will have an opportunity to post on day one of the five (5) calendar days described above. If no Steward is available or working that day, Management will post the vacancy or new position on the Union bulletin board. Stewards may post the position at all other Avamere facilities covered by this Agreement, concurrently with the internal posting. All applicants shall submit their interest in written form.

2. The Employer will offer the vacancy to the bargaining unit applicant with the most seniority at the facility in writing provided that applicant is qualified for the position. If that Bargaining Unit Employee decides not to accept the position, then the vacancy will be offered in writing to the next most senior applicant, and so forth until the pool of bargaining unit applicants is exhausted, or the vacancy is filled.

3. The Employer will then offer the position in writing to the most senior Bargaining Unit Employee applicant from another facility covered by this Agreement provided that the applicant is qualified for the position. If that Bargaining Unit Employee decides not to accept the position, then the vacancy will be offered to the next most senior applicant, and so forth until the pool of bargaining unit applicants is exhausted, or the vacancy is filled.

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

9.4 Change in Shift or Workdays. The Employer has the right to, upon fourteen (14) days notice, move a Bargaining Unit Employee from one shift, or set of workdays, to another. If, within seven (7) days after the notice, the Bargaining Unit Employee represents in writing to the Employer that the Bargaining Unit Employee will not be able to meet the Employee’s child or family care* arrangements with the directed change, then the Bargaining Unit Employee will have a total of thirty (30) days from the date the move was given by the Employer to the Bargaining Unit Employee in order to make that move. In situations involving Layoff, reduction of hours or department reorganization, the Employer will ask for volunteers first, and if there are no volunteers, Bargaining Unit Employees will be moved from one set of workdays or shift, to another, based on seniority, with the least senior Bargaining Unit Employee moved first.

*The phrase, “family care” shall mean care of a child, parent, grandparent, or sibling, or the step relations of any of these persons, or care of a Domestic Partner as defined in Section 14.1 of this Agreement.

**ARTICLE 10- HOURS & OVERTIME**

10.1 Work Week. The work week shall be Sunday at 12:00 am through Saturday at 11:59pm.

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

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

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

10.5 Work Schedule Posting and Changes. Monthly work schedules shall be posted as early as practical, but no later than the fifteenth (15th) day or the twenty fifth (25th) day (according to current practice of the facility) of the month preceding the month on the schedule. Once work schedules are posted, the Employer must give Bargaining Unit Employees fourteen (14) days notice if changes are to be made to the schedule, unless affected Bargaining Unit Employees approve changes. This Section does not apply where:

1. Additions to hours are necessary pursuant to Section 10.7 of this Article, or
2. Reductions in hours are necessary pursuant to Article 8- Seniority, Section 8.4- Reduction of Hours.

10.6 Extra Shifts More Than Seven Days. The Employer will fill extra shifts that become known to Employer at least seven (7) days in advance of that shift by posting a list of open shifts with space for Bargaining Unit Employees to sign up for those shifts. If more than one Bargaining Unit Employee signs up for the same shift, then that shift will be assigned to the competing Bargaining Unit Employees in rotating Seniority order. (Once a Bargaining Unit Employee has received a shift in this manner in a given month, then that Bargaining Unit Employee shall go to the bottom of the list for receiving such assignments in all months.) If no Bargaining Unit Employee signs up for the shifts at least two (2) days prior to the shift, then the Employer may assign those shifts pursuant to Section 10.7 of this Article.

10.7 Extra Shifts Less Than Seven Days. Extra Shifts that are not filled at least seven (7) days before the shift will be filled pursuant to this Section. The Employer will fill extra shifts (extra or additional shift shall be defined as any work time beyond a Bargaining Unit Employee’s regularly scheduled shift) that become available on an occasional basis as a result of short-term needs or Bargaining Unit Employees’ last minute or temporary absences in the following manner, and all steps of this process will be followed, and will be documented by the Employer and made readily available upon Bargaining Unit Employees’ request:

1. First, such shifts shall be offered to qualified Bargaining Unit Employees in rotating Seniority order:
   a. The Employer will make all reasonable efforts to follow Seniority, but may offer the shift to on-duty Bargaining Unit Employees before calling off-duty employees at home. The Employer will maintain a log (available upon request) documenting its efforts to contact off-duty Bargaining Unit Employees;
2. Second, if the Employer is unable to fill shifts in accordance with the above language, it will offer shifts to on-call Bargaining Unit Employees, hired in accordance with Section 10.14 of this Article.

3. Third, if the Employer is unable to fill shifts in accordance with 1 & 2 above, and it is within 30 minutes of the scheduled open shift, it may utilize non-union personnel.

4. A Bargaining Unit Employee may be required to work an additional four (4) hours and no more than four (4) hours after the above efforts to fill the shift have been made. This will be done in rotating seniority order beginning with the least Senior Bargaining Unit Employee on shift, then moving through the rest of the Bargaining Unit Employees on shift, then moving to Bargaining Unit Employees off-shift (in reverse rotating seniority order. In determining required shifts, Management will consider issues of hardship; including, but not limited to: child care needs, second jobs, school schedules, etc.

5. Section 10.7: Extra Shifts Less Than Seven Days – may be a topic for review and discussion at each regularly scheduled facility LMC meeting.

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

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

10.10 Full-Time Employees. For the purpose of benefits, an average of thirty (30) hours or more per week over twelve (12) months shall be considered full time.

10.11 Call-Off. If a Bargaining Unit Employee who reports to work when on the posted schedule is not needed by the facility, they will receive work and/or pay for four (4) hours of their shift.

1. During periods of low census when the Employer needs to call off an Employee or Employees and the Employer is aware prior to the beginning of the next shift that an Employee will need to be called off, the Employer will follow the process defined in Article 8, Seniority, and will give Employees at least three (3) hours’ notice by phone before the starting time that the Employee is scheduled to report for work.

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

10.13 Notice for Shift Absence. Bargaining Unit Employees who do not provide four (4) hours notice to their supervisor prior to being absent for a scheduled shift, but do call in prior to the shift, may be considered an unexcused absence and may be subject to discipline, up to and including termination. Notice shall be considered made if: (1) the employee can credibly provide the name of the person notified; (2) the employee can credibly provide the time of the notification; and (3) the person notified is either the Bargaining Unit Employee’s immediate supervisor or a person who would naturally be expected (by the nature of his/her position) to inform the immediate supervisor in a timely manner. The Bargaining Unit Employee shall not be disciplined if, through no fault of their own, the employee was unable to give this notice.

10.14 On-Call Employees. The Employer may hire a limited number of on-call Bargaining Unit Employees. On-call Bargaining Unit Employees are Employees who do not have regularly scheduled hours and are called in to provide coverage for absent Bargaining Unit Employees.

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

**ARTICLE 11- WAGES**

**11.1 PTO on Paychecks.** Bargaining Unit Employees’ earned paid time off will be printed on paychecks.

**11.2 Pay.** Pay will be available to Bargaining Unit Employees by 9:00 am on payday without preconditions. A Bargaining Unit Employee will not be required to attend meetings or perform any function for the Employer as a condition of receiving their pay. If a payday falls on a Saturday, checks will be available by 9:00 am the preceding Friday. If a payday falls on a Sunday, checks will be available by 9:00 am the succeeding Monday.

**11.3 Incentive Programs.** 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, retain current employees, motivate employees to work as needed, encourage safe working practices, or for any other business reason, as long as the incentive program(s) was not specifically bargained for in this CBA.

**11.4 Cost-of-Living Increases and Implementing Wage Scales.** Effective July 1, 2018, the Employer agrees to implement a wage scale and all employees shall be placed on the appropriate step of the wage scale resulting in at least a forty cents ($0.40) per hour increase. Employees at or above the top step of the wage scale shall also receive the forty cents ($0.40) per hour increase referenced above. Wage scales shall have at least fifteen cents ($0.15) per hour increases between each step and shall be incorporated as appendixes to this agreement.

Effective July 1, 2019 all employees shall be increased to the next step on the wage scale with a minimum wage increase of 3.0%. Employees who are at or above the top step of the wage scale shall receive a four percent (4.0%) increase.

Effective July 1, 2020 all employees shall be increased to the next step on the wage scale with a minimum wage increase of 3.0%. Employees who are at or above the top step of the wage scale shall receive a four percent (4.0%) increase.

Effective July 1, 2021 all employees shall be increase to the next step on the wage scale with a minimum wage increase of 3.0%. Employees who are at or above the top step of the wage scale shall receive a four percent (4.0%) increase.

Applying increases. By subsequent mutual written agreement, the parties may agree to increase the bargaining unit members/ hourly wage rates, starting rates, and wage scales, wage grids, and/or wage matrix (where applicable) more than the amount(s) specified above during the term of the contract. The Employer shall not pay a newly hired bargaining unit member more than a current member with an equal or greater total amount of years of experience in the same job classification or other relevant experience.

**Hiring Rates.** The wage rates of all new employees hired on or after July 1, 2018 shall be in accordance with the wage scale based on years of experience in the given job classification or other relevant experience.
11.5 **Memory Care Differential.** All bargaining unit employees working in the memory care unit will receive an additional twenty-five cents ($0.25) per hour memory care differential added to their base rate of pay for all hours worked in this unit upon successful completion of dementia training. Avamere will provide Caregivers and Med Techs assigned to work in the memory care unit with specialized dementia training. The company will determine the appropriate program, which could be a combination of in person and online training material. This will be determined by January 1, 2019. Once the program is finalized, current Arbor Caregivers and Med Techs will be chosen to attend the training based on seniority, then by shift with a complete implementation date of July 1, 2019. All new Caregivers should receive the dementia training by the end of their probation period.

**ARTICLE 12- HOLIDAYS AND PERSONAL DAYS**

12.1 **Holidays.** The following days shall be recognized holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas. Upon written request with reasonable notice*, a Bargaining Unit Employee may substitute one other day for either Memorial Day, Independence Day, or Labor Day, in which case, that otherwise-holiday shall not be considered a holiday for that Bargaining Unit Employee.

12.2 **Scheduling Holidays Off.** Holidays off shall be scheduled in an equitable manner, taking into consideration: the needs of the residents, the Employer’s needs and judgment, and the interests of the Bargaining Unit Employees.

12.3 **Premium Pay on Holidays.** If a Bargaining Unit Employee works on Thanksgiving, Christmas Day or New Year’s Day they will receive double their regular rate of pay for all hours worked. If a Bargaining Unit Employee works on any other holiday, they will receive 1½ times his or her regular rate of pay for all hours worked. However, in order to receive either 1½ or two times their regular rate, they must work their scheduled holiday shift and the scheduled shift immediately prior to that shift, and their scheduled shift immediately after that holiday shift. For the purposes of this article, ‘holiday’ will be defined in twenty-four (24) hour increments. For example: for a shift beginning at 10:00 pm on December 24 and ending at 6:00 am on December 25th, a Bargaining Unit Employee will receive their regular rate of pay for the first two (2) hours of the shift and holiday pay for the last six (6) hours of the shift.

12.4 **Work on a Holiday.** Except where stated in Section 12.1 of this Article, if an employee does not work on a holiday, they shall not receive pay.

*The phrase “reasonable notice” shall mean no less than thirty (30) days’ notice.

**ARTICLE 13- PAID TIME OFF**

13.1 **PTO Accrual.** Bargaining Unit Employees shall be entitled to paid time off each year (in addition to holidays and specific leaves described in Article 14- Additional Paid Leave), prorated for part time employees. The “year” refers to each Bargaining Unit Employee’s individual employment year dating from their hiring. The end of each Bargaining Unit Employee’s year is their “Anniversary”.
Paid Time Off will accrue on a per pay period basis as follows:

<table>
<thead>
<tr>
<th>Length of service</th>
<th>Full-time employee</th>
</tr>
</thead>
<tbody>
<tr>
<td>After 90 days - 60 months</td>
<td>4.17 hours</td>
</tr>
<tr>
<td>61-120 months</td>
<td>5.83 hours</td>
</tr>
<tr>
<td>121-180 months</td>
<td>7.50 hours</td>
</tr>
<tr>
<td>181+ months</td>
<td>9.0 hours</td>
</tr>
</tbody>
</table>

13.2 PTO Accrual Caps. Full-time Bargaining Unit Employees PTO shall be capped as follows:

<table>
<thead>
<tr>
<th>Length of service</th>
<th>Full-time employee</th>
</tr>
</thead>
<tbody>
<tr>
<td>After 90 days - 60 months</td>
<td>100 hours</td>
</tr>
<tr>
<td>61-120 months</td>
<td>140 hours</td>
</tr>
<tr>
<td>121-180 months</td>
<td>180 hours</td>
</tr>
<tr>
<td>181+ months</td>
<td>216 hours</td>
</tr>
</tbody>
</table>

13.3 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, they shall not be permitted to accrue any additional PTO until they have used PTO such that their PTO drops below the cap.

13.4 PTO Request Approval Process. If Paid Time Off is requested in advance, the Employer will approve or deny the request in writing within fourteen (14) days of having received the written request. Paid time off requests made more than two (2) months in advance shall not be unreasonably denied. Written requests for PTO may be made up to six (6) months in advance of the requested time off. Written requests will be considered on a first come, first served basis. If two or more written requests for the same time off are received within a twenty-four (24) hour period, and if the Employer is inclined to honor the request, then the request shall be honored on a Seniority basis, as Seniority is defined elsewhere in this Agreement.

13.5 PTO and Termination of Employment

1. Resignation with proper notice – Employees who resign with proper notice (a minimum of 2 weeks), will be eligible to receive payment for all PTO earned hours at 100% of the value.
2. Resignation without proper notice – Employees who resign without proper notice (less than 2 weeks) will not be paid any earned PTO time.
3. Termination for Cause – Employees who are terminated for cause will not be paid for earned PTO time.
4. Employees may designate a beneficiary for unused PTO in the event of death.

13.6 PTO Use for Illness. Bargaining Unit Employees may use paid time off for an illness or to care for family members who are ill.

13.7 PTO Based on Regular Pay Rate. Any Paid Time Off shall be at the employee’s regular pay rate.

13.8 Calling Out Sick. Bargaining Unit Employees shall not be required to find their own replacements if they use paid leave or if they use unpaid leave when they call out sick.
13.9 Leaving Work Early Due to Illness. A Bargaining Unit Employee who leaves work early due to illness or a personal emergency may use PTO for the hours of her or his scheduled shift that were not worked.

13.10 Optional Cash Out of PTO. Once an employee has completed two (2) years of service with the Employer, the employee has the option of “cashing out” up to half of their earned PTO accrual at fifty percent (50%) of the value based on the employee’s regular hourly rate. Once an employee has completed four (4) years of service with the Employer, the employee has the option of “cashing out” up to half of their earned PTO accrual at seventy-five percent (75%) of the value based on the employee’s regular hourly rate. Once an employee has completed six (6) years of service with the Employer, the employee has the option of “cashing out” up to half of their earned PTO accrual at one hundred percent (100%) of the value based on the employee’s regular hourly rate. Only full-time, non-exempt hourly employees are eligible to cash-out PTO balances. An employee shall exercise this cash out option no more than twice a year in minimum increments of eight (8) hours. For example: if an employee chooses to cash out fifty (50) hours of PTO, after two (2) years of service and the employee earns twelve dollars ($12.00) an hour, the employee would be paid for the fifty (50) hours at six dollars ($6.00) for each hour, or three hundred dollars ($300.00). Any cashing out of PTO hours will be processed in the Employer’s next scheduled payroll. Exceptions must be approved by the Employer in writing.

*The regular hourly rate does not include shift differentials and any incentive pay for regular PTO. The regular hourly rate does include shift differentials for eligible sick time in accordance with Oregon Sick Leave Law.
**“Family members” include Domestic Partners as defined in Section 14.1, Bereavement Leave.
*The word “employee” shall mean Bargaining Unit Employee.

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**ARTICLE 14- ADDITIONAL PAID LEAVE**

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

14.1 Bereavement Leave. A Bargaining Unit Employee shall be paid their regular rate of pay for up to three (3) scheduled working days absence in the event of the death of an immediate family member. For the purpose of this Article, “immediate family” shall include the employee’s parent, spouse, sibling, grandparent, aunt, uncle, child, grandchild, niece, nephew, corresponding “step” relations, in-law relations, domestic partner or another member of the immediate household. “Domestic partner” shall mean a person of either gender who is neither married nor related by blood or marriage to the employee; is the employee’s sole spousal equivalent; lives together with the employee in the same residence and intends to do so indefinitely; and is responsible with the employee for each other’s welfare. A domestic partner relationship may be demonstrated by any two (2) of the following types of documentation: a) a joint mortgage or lease; b) designation of the domestic partner as beneficiary for life insurance; c) designation of the domestic partner as primary beneficiary in the employee’s will; d) domestic partnership agreement; e) powers of attorney for property and/or health care; and f) joint ownership of either a motor vehicle, checking account or credit account.

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

**ARTICLE 15- UNPAID LEAVE**

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

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

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

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

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

15.5 **Other Leaves.** Leaves of absence may be granted by the Employer at its discretion.

**ARTICLE 16- RETIREMENT**

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

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

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

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

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

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

**ARTICLE 17- TUITION ASSISTANCE**

17.1 **Program.** The Employer will pay tuition and books/supplies for qualified full-time Bargaining Unit Employees up to two thousand dollars ($2,000.00) per year. Bargaining Unit
Employees participating in the program will be reimbursed for tuition, books/supplies no later than thirty (30) days after submitting the receipts to the Employer.

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

1. Submit a written proposal, to include class sought, requirements to be completed, time frame, estimated costs, projected classes, and the Employee’s goals once the education requirement is completed. The facility administrator must sign off on it.
2. Have an excellent evaluation from the facility immediately prior to the formal education request;
3. Sign an agreement that states that the cost of education will be repaid to the Employer from the employee’s paycheck under the following conditions:
   a. Failure to complete the course with a passing grade of C or better;
   b. Bargaining Unit Employee resigns or is terminated within one (1) year of the date of completion of the course.
4. This benefit is limited to no more than two (2) employees per facility, per calendar year.

17.3 **Eligibility.** The Bargaining Unit Employee must work at least one (1) year before being eligible for educational benefits. The Company’s management designee of Avamere Health Services, LLC, who has the option of interviewing the Bargaining Unit Employee to review the education benefit, will review the proposal and must sign off as approving or denying the proposal within a thirty (30) day time period.

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

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

**ARTICLE 18- DISCHARGE AND PENALTIES**

18.1 **Just Cause.** The Employer shall have the right to discharge, suspend or discipline any Bargaining Unit Employee for just cause. Examples of grounds for discipline or discharge including immediate discharge, are set forth in the Employer’s Employee Handbook. Those grounds listed are examples only, and are not an exclusive list. The Union and Employer acknowledge the Employer’s right to have disciplinary policies in its Employee Handbook so long as the Employer follows the principles of just cause. Offenses warranting immediate termination shall include but not be limited to a single serious action or inaction that is misconduct towards a resident, or repeated action or inaction that is abuse or neglect. To decide
if an action or inaction is Serious, the Employer shall consider the following factors (no one factor is determinative, but all factors should be considered when deciding if the action or inaction was Serious):

- Was there physical or psychological injury to the resident?
- Were immediate remedial steps taken by the Bargaining Unit Employee?
- Was there recognition and contrition on behalf of the Bargaining Unit Employee?
- Do the Bargaining Unit Employee’s actions show disregard for the resident?
- Did failure to follow the care plan cause injury to the resident?
- Was it reasonable to expect the Bargaining Unit Employee in their position to know what they should have done?

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

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

18.3 Disciplinary Process. If a supervisor has reason to discipline a Bargaining Unit Employee, they shall make a reasonable effort to impose such discipline in a timely manner that will not unduly embarrass the employee before other bargaining unit and non-bargaining unit employees, the residents, family members or the public. All employees are entitled to be treated with respect and dignity at all times. If any conversation may lead to disciplinary action, the employee shall be informed of such and shall be given the opportunity to have Union representation during such conversation. Such conversation shall include the supervisor’s explanation of why the Bargaining Unit Employee is being investigated or being disciplined. The supervisor may also elect to have a witness present during the conversation. In a situation involving suspension of a Bargaining Unit Employee, the supervisor will provide explanation to the Bargaining Unit Employee for why the suspension is being given before the suspension begins. If a suspension is given for the purpose of investigation and such investigation is unable to substantiate the allegations, then the Bargaining Unit Employee will be paid for the time spent on suspension. The Bargaining Unit Employee will receive that pay on the pay period following the suspension.

18.4 Principles of Progressive Discipline. Except for offenses so serious as to warrant immediate termination, as defined in Section 18.1 of this Article, the Employer will apply the principles of progressive discipline.

18.5 Discharge and Suspension Notification. The Employer will notify the Union in writing of any discharge or suspension within forty-eight (48) hours (exclusive of Saturdays, Sundays, and holidays) from the time of discharge or suspension.

18.6 Discharge and Suspension Grievances. Grievances about suspensions and discharges will start at Step 1 of the grievance process.
18.7 Removing Disciplines from Personnel File. Upon written request, a record of disciplinary action related to resident care shall be removed from an employee’s personnel file twenty-four (24) months after it was issued, except that if a Bargaining Unit Employee receives a related discipline during the twenty four (24) month period, the original discipline will remain in their file until twenty-four (24) 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, sexual or racial harassment, medication errors, or other behavior that violates state or federal law.

ARTICLE 19- PERSONNEL RECORDS

19.1 Personnel Files. Personnel files are the Employer’s property. A Bargaining Unit Employee shall be permitted to examine all materials in 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 will receive copies within five (5) working days*, upon written request.

19.2 Disciplinary Materials and Evaluations. No disciplinary material and/or evaluations shall be placed in a Bargaining Unit Employee’s personnel file unless the employee has had an opportunity to sign it and has received a copy. An Employee has the right to attach their own views to any disciplinary record in their own file.

19.3 Confidentiality. Any information or documentation relating to a disciplinary action on a Bargaining Unit Employee will not be shared with other uninvolved Bargaining Unit Employees. This language will not apply to any information that is disclosable to the Union under the NLRA.

*The phrase “working days” shall mean non-weekend/holiday days.

ARTICLE 20- GRIEVANCE & ARBITRATION PROCEDURE

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

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

20.3 Grievance Time Limits. Time limits set forth in the following may only be extended by mutual written agreement between the Employer and the Union. Grievances regarding employee compensation shall be deemed to have occurred at the time payment is made, or at the time when the payment was due but not made if that is the contention. Grievances over an employee’s eligibility for a benefit shall be deemed to have occurred at the time when such employee benefit eligibility decision was made by Employer. Failure of the Employer to comply with the time limits set forth in the grievance procedure shall allow the employee or Union to
advance the grievance to the next step of the grievance procedure within the time frames specified herein. Time limits are important. Failure of an employee or the Union to file a grievance or a written grievance as defined in this Section, in a timely basis, or to timely advance such a grievance, in accordance with the time limits set forth in the grievance procedure, will constitute a formal withdrawal of the grievance by the employee and the Union. Any written grievance must be filed within twenty-one (21) calendar days of the event giving rise to the concern, or the date the event became known or should have become known. Any grievance regarding an employee’s termination must be filed as a Step II written grievance within ten (10) calendar days of the employee’s effective date of discharge.

20.4 Optional Informal Step I – Grievance Presented Verbally to Department Head

An employee is encouraged to discuss a workplace concern with their his/her Department Head. The Open-Door Concept is for an employee and a Department Head to discuss workplace concerns together. The Open-Door Concept is an informal way of resolving problems early, preserving working relationships and promoting a productive work environment for all employees. To facilitate open communication between and promptly resolve problems, employees are encouraged to bring any work-related questions or concerns to the attention of the Employer. The Employer welcomes such discussions because it allows the Employer to maintain a productive and harmonious atmosphere. Employees will not be subject to any adverse employment actions for raising good-faith concerns in a professional manner. Although any member of management may be contacted to discuss a problem or concern, the Employer recommends that employees try to resolve the situation first with their immediate supervisor, as that person is generally in the best position to evaluate the situation and provide an appropriate solution. If an employee is not satisfied with the supervisor’s decision, or the employee is uncomfortable discussing the issue with the immediate supervisor, the employee may go to the person his/her immediate supervisor reports to. Concerns may be voiced verbally. Employees have a right to Union Representation for any dispute arising out of the application of this Agreement. The Employer will have five (5) calendar days to provide a response for any issue raised through the Open-Door policy. Thereafter, the timelines set out in Step II of the grievance procedure shall be followed for any alleged contract violations.

20.5 Step II – Grievance Presented in Writing to Administrator

Within twenty-one (21) calendar days after the employee knew or reasonably should have known of the cause of any grievance, an employee having a grievance and their his her Union delegate and/or other Union representative shall present it in writing to the administrator or their his her designee. The written grievance shall contain all of the following pertinent information: (1) the specific Article(s) of this Agreement alleged to have been violated; (2) a brief factual description of how the specific language of the identified Section(s) has been violated; (3) the date of each alleged violation of the identified Section(s); (4) the specific remedy requested for each alleged violation (i.e., if possible, describe how the grievant will be “made whole in every way”); and (5) the reason the response in the previous step is not satisfactory when appealing a grievance to the next step. Violations of other contract Sections cannot be alleged after the written grievance has been submitted and accepted by the other party.

The Union and the administrator shall arrange a mutually agreeable date to meet within ten (10) calendar days from the receipt of such grievance for the purpose of attempting to settle the matter. The Administrator shall respond to the written grievance in writing within five (5) calendar days following the meeting. The Step II response will settle the matter, unless appealed
to Step III.

20.6 Step III - Grievance Referred to A Party’s Designee

If the parties are unable to resolve the dispute through the foregoing procedure, either party may request, in writing, within fifteen (15) calendar days of the Step II response or lack of response, that the matter be referred to the Employer’s designee (e.g., Administrator’s Supervisor, HR Consultant, Labor Attorney, etc.).

Upon receipt of the written Step III grievance request, the Employer’s Designee and the Union’s Designee (e.g., Steward or Union Organizer, etc.) shall schedule a meeting at the earliest possible mutually agreeable date in an attempt to resolve the matter. The decision of the Employer’s Designee will be delivered, in writing, within fifteen (15) calendar days following the date of such meeting. The Employer’s Designee’s Step III response will resolve the matter, unless it is forwarded to mediation or arbitration, as provided hereinafter.

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

20.7 Step IV - Mediation Requested by A Party

If the matter is not resolved at Step III, either party may request, in writing, within ten (10) calendar days of the Step III response or lack of response, that the matter be referred to mediation. The mediation process shall not interfere with the scheduling or an arbitration. The requesting party shall request a panel from the Federal Mediation and Conciliation Service (hereinafter called the “FMCS”) or other mediation group agreed to by the parties. The mediator shall be selected by alternate striking from the list until one name remains.

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

20.8 Step V - Arbitration

Either the Union or the Employer may request arbitration of a grievance which remains unresolved by serving a written demand for arbitration upon the other within ten (10) calendar days from the date of the proceedings described in Step III above. The arbitration process and the mediation process shall follow the same timeline and move concurrently. No alleged violation of the Agreement or claim for relief shall be submitted to arbitration unless it has been raised in a timely fashion, filed and submitted in accordance with the procedure identified in the preceding sections, unless the parties agree otherwise.

a) Arbitrator Selection Process. If the Employer and the Union fail to agree on an arbitrator or a permanent panel of five (5) arbitrators has not been mutually established, upon the timely submission of a demand for arbitration the moving party must request a list within thirty (30) calendar days from the FMCS and notify the other party of having done so. The FMCS shall provide the parties with a list of nine (9) arbitrators, of which at least five (5) must have earned a Juris Doctor degree from the graduate program of a law school accredited by the American Bar Association. Within seven (7) calendar days after receiving the list, the parties shall select the arbitrator by alternately striking names from the list. The last remaining name shall be the arbitrator. The party proceeding first in the striking of names procedure shall be determined by coin toss.

b) Arbitration Timelines. Once an arbitrator has been properly selected, an arbitration date must be set within sixty (60) calendar days of such selection unless the chosen arbitrator is not available and then the arbitration date will be the earliest date that all
parties are available. The Union and the Employer may, with mutual agreement, make procedural changes to the arbitration process given unique circumstances of individual cases. Prior to the arbitration hearing date, the Employer and Union will develop a stipulation of facts and use affidavits and other time saving methods whenever possible. The arbitrator shall conduct the hearing in whatever manner will most expeditiously permit full presentation of the evidence and arguments of the parties. Any arbitrator accepting an assignment under this Article agrees to issue an award within thirty (30) calendar days of the close of the hearing or sixty (60) calendar days, if post-hearing briefs are submitted.

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

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

The failure of the aggrieved employees or Union to properly present a grievance in writing initially, to process a grievance in any of the steps in the grievance procedure thereafter and/or to submit the grievance to arbitration in accordance with the express time limits provided herein, shall automatically constitute a waiver of the grievance and bar all further action thereon.

The failure of the Employer to submit a response in any of the steps of the grievance procedure or to meet with the Union Representative within such time periods, shall not constitute acquiescence thereto or result in the sustaining of the grievance. The failure to so respond or meet shall be deemed a denial of the grievance as of the expiration date of the applicable adjustment period. Should the Union desire to pursue the grievance further, it may, within seven (7) calendar days of such expiration date, submit the grievance to the next step of the Grievance and Arbitration Procedure.

e) Email communications shall be deemed to satisfy requirements that items be “in writing.” Email communications shall be deemed “submitted” or “delivered” as of the date-stamp on the recipient’s email. Parties are responsible for verification of the accuracy of email addresses when using email for communications required to be in
writing.
The parties agree that the arbitrator shall accept a written statement signed by a resident or patient in lieu of their sworn testimony. Both parties shall have equal access to such written statements. The parties agree that neither shall call a resident or patient as a witness and the arbitrator shall not consider the failure of the resident to appear as prejudicial.

ARTICLE 21- SEPARABILITY

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

ARTICLE 22- LABOR-MANAGEMENT COMMITTEE

The parties agree to meet and discuss issues of concern and importance to each. Such meetings should occur every month and either party may submit items for discussion to the agenda. The Employer and the Union shall each designate their own committee members. Bargaining Unit LMC membership shall not exceed three (3) bargaining unit members, to a maximum of three (3) non-Bargaining Unit Employees, which committee membership may vary from month to month based on the agenda items or for other reasons. Topics for discussion may include, but are not limited to:

- Resident care
- Training needs
- Staffing levels
- Staff recognition
- Staff morale
- Facility policies
- Scheduling
- Political issues relating to assisted living facilities

Bargaining Unit Employees will be paid for such time. This LMC will not have any authority to bargain, or reach agreement over any terms or conditions of employment. This LMC will not have any authority to change any terms of this Agreement.

ARTICLE 23- SAFETY & TRAINING

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

23.2 Equipment, Materials and Training. The Employer shall provide the necessary equipment, materials and training to Bargaining Unit Employees in order to provide a safe workplace. The state required trainings for dementia and Alzheimer’s, shall occur prior to the first day of performing unsupervised resident services. First Aid, CPR, and food handlers training must be completed within the first thirty (30) days of hire. The Employer will reimburse
Bargaining Unit Employees the actual cost of the course up to a maximum of one hundred dollars ($100) for those who wish to seek out an in-person CPR certification in lieu of the supplied online certification. Information about the availability of the in-person training option as well as approved local training facilities will be provided to all new bargaining unit employees during new hire orientation. Evidence of certification must be presented to the Employer with thirty (30) days of hire, otherwise the Bargaining Unit Employee agrees to take to online CPR certification course. Records of completed training shall be placed in each Bargaining Unit Employee's personnel file.

23.3  **Training for Caregivers, Med Techs, and Treatment Aides.** All new Bargaining Unit Employees hired to perform direct care on residents (both under the memory care license and the assisted living license) shall receive four (4) days of hands on training upon hire. Three (3) training days will be assigned in their primary unit, and one (1) day will be assigned in the alternate unit, as well as, additional training as necessary if the Bargaining Unit Employee does not feel capable of working independently at that time. The Employer shall provide a minimum of four (4) hours to Caregivers, Med Techs, and Treatment Aides which is included in the above mentioned training days, where the trainer and the trainee are not responsible for covering the floor, to allow for undisturbed return demonstrations of ADL’s. The Employer will establish a Caregiver Trainer role at each community, which will be posted according to article 9.3 Assignments and Job Postings. Bargaining Unit employees who have not completed their probationary period may not be eligible for the Caregiver Trainer role. The Caregiver Trainer shall complete a train-the-trainer program which will include expectations of the role and understanding of different learning styles before they begin training. (Those who have been actively training before ratification of this contract will complete the training within ninety (90) days of ratification.) The Caregiver Trainer will receive a fifty dollar ($50.00) bonus paid per trainee, paid out in the fourth full pay period after the completion of the training period(s) for each trainee.

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

23.5  **Employer Paid Vaccines and Tests.** The Employer shall make hepatitis B vaccines available to anyone who comes in contact with bodily fluids and flu vaccines available to all Bargaining Unit Employees at no cost to the employee. The Employer will pay for lice and scabies tests and treatment in the event of a documented case at the facility.

23.6  **Safe Equipment and Safe Conditions.** No Bargaining Unit Employee shall be required to work on, with or about an unsafe piece of equipment or under an unsafe condition. This language may only be invoked after a Bargaining Unit Employee discusses the matter with their supervisor and, if disagreement still exists, with the Administrator, or in their absence, their designee. Whether the situation constitutes an unsafe condition will be based upon safety guidelines to be determined by the Labor-Management Committee and the Safety Committee.

**ARTICLE 24 - NO STRIKE/NO LOCKOUT**

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

24.2 Union Notification. If an Employee or Bargaining Unit Employees engage in any strike, and the Employer notifies the Union of such action, a representative of the Union shall, as promptly as possible, instruct the Bargaining Unit Employees to cease such action and promptly return to their jobs.

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

24.4 Union Communication. In the event of a violation of the no-strike provision, the Union will:
- Publicly disavow such action by the Bargaining Unit Employees;
- Notify the Bargaining Unit Employees of its disapproval of such action and instruct such Bargaining Unit Employees to cease such action and return to work immediately;
- Post notices on Union bulletin boards advising that it disapproves of such action and instructing Bargaining Unit Employees to return to work immediately.

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

ARTICLE 25- SUCCESSIONSHIP

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

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

The Employer agrees that, in the event that it decides to sell any facility covered under this Agreement, which facility shall continue to be operated as an assisted living facility, the Employer shall require as a condition of any sale that the successor operator recognize the Union as the exclusive collective bargaining agent for currently-represented employees at the facility; and further as condition of sale, the buyer shall be obligated to continue the terms and conditions of the collective bargaining agreement for a period of one hundred and twenty (120) days, in which time the successor employer has the option to notify the Union it wishes to negotiate the terms and conditions of employment during that period. If the successor employer does not exercise that option then the Collective Bargaining Agreement shall remain intact through its full term.
a. Nothing in this provision shall require the successor employer to offer the same medical, dental or vision insurance plans, or the same retirement or 401k, or the same group life or disability plans. The successor employer may implement its own medical, dental or vision plans, retirement or 401k plan, disability plan, and group life insurance plan and may also implement its own time off plan.

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

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

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

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

**ARTICLE 26- HEALTH INSURANCE**

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

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

26.3 **Health Care Joint Committee.** The Employer and the Union may establish a joint committee for the purposes of maintaining quality, affordable health care for bargaining unit employees. The committee shall have five (5) bargaining unit employees selected by the Union and five (5) Employer representatives. Meetings should take place quarterly or as mutually agreed, and the bargaining unit employees shall be paid their base hourly wage for all hours worked during committee meetings.

26.4 **Employee Contributions.** The Employer shall pay seventy-eight percent (78%) of the
health insurance premium for full-time employees who enroll in our employer sponsored medical plan. The employer will pay eighty-five percent (85%) of the cost for employees who enroll in the employer's wellness program. This applies to employee only coverage.

26.5 Plan Design, Employee Input, Co-Pay Reimbursements, Other. The Employer pays none of the premium for any persons in addition to the Employee. "Benefits in Existence" does not mean that the plan itself, or any co-pays, charges from the plan, provider(s) deductibles, or any other plan design elements will remain the same during the life of this contract. The Employer shall negotiate with plan providers during the life of this Contract, and shall, in good faith, agree to such plan designs. Employer shall use its best efforts to try to maintain a plan providing similar benefits for similar costs, including normal inflationary increases for health insurance in the same geographic area. The Union shall designate one Bargaining Unit Employee who shall join with representatives of the Employer at negotiations towards any new or revised health, dental and life insurance plan. This employee shall be empowered to comment upon the plan negotiations, but all decision-making authority shall rest with Employer. Employee shall be paid for this time. Employer shall reimburse Bargaining Unit Employees for the first two co-pays in each of the calendar years of this Agreement, to a maximum of $50.00 in total for each year. In order to receive reimbursement, the employee must submit to the Employer proof of payment.

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

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

26.8 Health Care Trust. The Union and the Employer agree that if the Taft Hartley healthcare trust under Section 302(c)(5) of the NLRA ("Healthcare Trust") as outlined in the Letter of Agreement Regarding a Process to Explore Solutions to Health Insurance Coverage Concerns as signed by the SEIU Local 503 and Responsible Companies Labor Management Coalition for Quality Care goes into effect the Bargaining Unit Workers covered by this agreement will also be eligible to enroll in the Healthcare Trust.

ARTICLE 27- SUBCONTRACTING

27.1 Sub-Contracting. The Employer agrees that there shall be no sub-contracting of bargaining unit work, with the exception of Housekeeping and Laundry, for the duration of this Agreement unless the Parties mutually agree to sub-contract Dietary bargaining unit work upon Employer's demonstration of extraordinary circumstances. Employer shall give the Union thirty (30) days' notice of any sub-contracting of bargaining unit work during the life of this Agreement. The Employer will meet with the Union during said thirty (30) day period to discuss the impact of the sub-contracting on bargaining unit employees. This Article does not apply to agency staff being utilized when necessary.
27.2 **Initial Sub-Contracting.** In the event that the Employer enters into an initial contract with a Sub-Contractor to provide Housekeeping and/or Laundry services, the Sub-Contractor shall execute with Union the Memorandum of Agreement ("MOA") in Section 4 of this Article.

27.3 **Pre-existing Sub-Contracting.** An Employer, with a pre-existing contract with a Sub-Contractor of Housekeeping and/or Laundry employees who are not represented by the Union, shall follow the organizing process for such workers as defined in the 2008 "Agreement Between SEIU Local 503 and Responsible Companies Creating a Labor-Management Coalition for Quality Care" which is incorporated herein by reference. The Employer shall condition the extension and/or renewal of any sub-contracting agreement with the Sub-Contractor on executing with Union the MOA in Section 4 of this Article.

27.4 **Training of Account Managers.** As soon as practicable, the Employer will enter into a new subcontracting services agreement ("services agreement"), or amend an existing services agreement, to include the following: "[NAME OF SUBCONTRACTOR], was provided a copy of the Collective Bargaining Agreement by and between [NAME OF FACILITY] AND SEIU Local 503 for the period of July 1, 2018 to June 30, 2022 (the "CBA") and was made aware of the mutually beneficial labor management relationship between the Facility and the Union as part of the SEIU Local 503 and Responsible Companies Labor Management Coalition for Quality Care. [NAME OF SUBCONTRACTOR] has reviewed the CBA and is aware of its provisions. [NAME OF SUBCONTRACTOR] will provide a copy of the CBA to each of its management personnel at the Facility and will counsel and train such personnel on its provisions, including without limitation, any provisions related to seniority, scheduling, call offs, disciplinary issues, grievances, and Labor Management Committee meetings, as applicable."

27.5 **Memorandum of Agreement Between Union and Sub-Contractor.**

**MEMORANDUM OF AGREEMENT**

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

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

2. The Employer and the Union agree to be bound by the terms and conditions of the collective bargaining agreement (the "CBA") currently in effect (and any subsequent amendments) and expiring on midnight June, 30 2022, between the Union and [Operator’s Legal Name and/or Facility Name] for the Employer’s Housekeeping and Laundry employees (if any) employed at [Facility Name], except as expressly provided below.
   a. A copy of the CBA is attached hereto as Exhibit 1 and incorporated herein.
   b. All bargaining unit eligible employees working for Employer at the facility in housekeeping and/or laundry will be hired by the Sub-Contractor.
   c. Employer’s health and dental benefits will be the equivalent or better.
   d. The terms and conditions of employment set forth in the Employer’s Employee Handbook, as modified from time to time, and the Employer’s general Human Resources Policies and Procedures, as modified from time to time, shall govern the employment of employees covered by this Memorandum of Agreement (the “MOA”) to the extent that any such term, condition, policy, or procedure is not inconsistent with this Agreement. If the Union
believes that any such term, condition, policy, or procedure is in conflict with the MOA it shall have the right to file a grievance either when any such term, condition, policy, or procedure is initially implemented, or alternatively, when any such term, condition, policy, or procedure is applied to any employee such that the employee is either disciplined or terminated.
e. Affected employees hire dates, seniority, and hourly wage rates will be maintained and not reduced. [The applicable base hourly wage rates are attached hereto as Exhibit 2].
f. Employees shall wear uniforms as provided by Employer.
g. Employee payday will be on ____________.
3. The Employer and the Union agree to be bound by and comply with the grievance and arbitration procedure set forth in the CBA for any and all disputes that may arise with reference to the application or interpretation of the provisions of this MOA.
   a. For any bargaining unit staff employed by the Subcontractor, the following changes to the Grievance article are made: The Bargaining Unit Employee’s immediate supervisor is the Account Manager for the purposes of the Open Door Policy and Step I grievances. Step II grievances will be filed with the Subcontractor’s Regional Manager of Operations.
   b. In order to resolve any issues in the department managed by the Subcontractor, the Subcontractor agrees that the facility’s Account Manager shall participate in the facility’s Labor Management Committee when such Account Manager and/or Housekeeping/Laundry Supervisor is invited to the LMC Meeting in advance and received a written agenda with subject matter relevant to operation of the subcontracted department.
4. This MOA shall be effective as of July 1, 2018 and will remain in full force and effect through midnight June, 30 2022, and shall be renewed from year to year thereafter, provided that either party hereto may reopen the Agreement to modify, amend or terminate any of the provisions hereof by serving written notice on the other party at least ninety (90) days prior to midnight, June, 30 2022, or a subsequent June 30th of any contract year in which this Agreement remains in effect. The Employer further agrees that in addition to the Union’s notice to [Operator Name] regarding modification, amendment, or termination of the CBA the Union shall provide notice to the Employer under this Agreement, and that the Employer shall be bound to any amendments or modifications to the current CBA that are negotiated and agreed to by the Union and [Employer Name] and that it shall sign an updated MOA and be bound by the terms of any successor CBA negotiated and agreed to by the Union [Employer Name], for Employer’s Housekeeping and Laundry employees (if any) employed at [Facility Name].

[Subcontractor Name]  SEIU Local 503 OPEU
________________________________________  __________________________________
Name                                           Name

EXHIBIT 1
The “Collective Bargaining Agreement between SEIU Local 503 OPEU and [Operator Name and/or Facility Name]” for July 1, 2018 through June 30, 2022 is hereby incorporated by reference.

**ARTICLE 28 – STATEWIDE LABOR MANAGEMENT**

The Employer and Union agree to establish a statewide Assisted Living Labor Management Committee where the parties shall meet and discuss issues of concern and importance to each that are affecting multiple facilities. Such meetings should occur every quarter (and may occur by conference call) and either party may submit items for discussion. The Employer and the Union shall each designate their own committee members. Bargaining Unit LMC membership shall be one (1) LMC member for every facility covered by this Agreement. Topics for discussion may include, but are not limited to:

- Training needs
- Staffing levels
- Political issues relating to assisted living facilities

Bargaining Unit Employees will be paid for such time. This LMC will not have any authority to bargain, or reach agreement over any terms or conditions of employment. This LMC will not have any authority to change any terms of this Agreement. The first Assisted Living Labor Management Committee meeting should be scheduled no later than 90 days after the ratification of this agreement, assuming items for discussion have been submitted.

**ARTICLE 29 – DURATION**

This Agreement shall be effective on July 1, 2018 and shall remain in full force and effect through June 30, 2022, and from year to year thereafter, provided that either party may serve written notice on the other at least ninety (90) days prior to June 30, 2022, or any subsequent anniversary date the Agreement remains in effect, of its desire to amend or terminate any provision of the Agreement. Any change agreed upon by the parties shall be reduced to writing and executed by duly authorized officers or agents of the parties to this Agreement.
Letter of Agreement
Between SEIU, Local 503 and Avamere Health Services, LLC
Regarding Collective Bargaining Agreement Training

The Employer and Union agree to facilitate a joint Collective Bargaining Agreement Training, at each facility, within thirty (30) days of the ratification date of this Agreement, or as soon as practical. This training shall include participants from Avamere Health Services LLC, SEIU, and the Avamere bargaining team and/or elected stewards. This is a one-time training session to last no more than two (2) hours in duration. Bargaining Team and/or Elected Stewards will be paid his/her regular rate of pay for this training not to exceed four (4) bargaining unit employees in attendance. The four (4) Bargaining Unit Employees will not be put into overtime status as a result of attending this meeting. The purpose of this training shall be to review language within this Agreement that reflects the following:

- A change from the relevant polices (relevant meaning any that are covered by the Agreement) that were in effect prior to the effective date of this Agreement.
- New policies or procedures
- Process for LMC

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

For the Employer
Name: Sarah Silva
Title: Division President
Date: 7/31/19

For the Union
Name: [Signature]
Title: Executive Director
Date: [Signature]
IN WITNESS WHEREOF, each party has caused this Agreement to be executed by their duly authorized officers and/or representatives on the date set forth immediately below their signature.

For the Union:

Melissa Unger  
Executive Director  
SEIU Local 503  

Crystal Bartelsky  
Bethany, Med Tech  

Kate Draper  
Hillsboro, Caregiver  

Dani Thompson  
Newberg, Dietary Aide  

Beth Rundle  
Sandy, Caregiver  

Walt Plummer  
Seaside, Med Tech  

Richard Lange  
Sherwood, Cook  

Brooke Bills  
Suzanne Elise, Cook  

Shoshana Loos  
Chief Negotiator, SEIU Local 503  

Sarah Silva  
Division President  
Avamere Health Services, LLC  

Maretta Grimes  
Bethany, Cook  

Nadia Tabon  
Newberg, Med Tech  

Jessica Bodle  
Sandy, Caregiver  

Nic Herl  
Seaside, Med Tech  

Rebecca Hernandez  
Sherwood, Med Tech  

Derek Grimes  
St. Helens, Med Tech  

Jeanette Hughes  
Suzanne Elise, Med Tech  

Sarah Silva  
Division President  
Avamere Health Services, LLC  

Maretta Grimes  
Bethany, Cook  

Nadia Tabon  
Newberg, Med Tech  

Jessica Bodle  
Sandy, Caregiver  

Nic Herl  
Seaside, Med Tech  

Rebecca Hernandez  
Sherwood, Med Tech  

Derek Grimes  
St. Helens, Med Tech  

Jeanette Hughes  
Suzanne Elise, Med Tech  

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UNION SECURITY NOTICE: EXHIBIT A

Dear Union Represented Employee,

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

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

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

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

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

Effective 7/1/2018 – 6/30/2019

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