

**Memorandum of Agreement between
SEIU, Local 503 and Avamere Health Services, LLC
Regarding Coronavirus Impacts**

The parties, the Service Employee International Union, Local 503 (SEIU) and the Avamere Health Services, LLC, (Avamere), enter into the following understanding in response to ongoing health concerns presented by the novel corona virus pandemic outbreak, the COVID-19 illness and the potential risks incurred by represented Healthcare workers of exposure to infectious disease.

RECITALS

- A) The parties share a mutual interest in assuring the health and safety of residents, families, staff and the community.
- B) Healthcare workers are on the front lines in the delivery of essential health services to clients in need.
- C) The decisions of the parties should be guided by the public health policy, evidence-based healthcare practices and the recommendations of State and Federal public health agencies, including the Centers for Disease Control.

SEIU and Avamere further agree that:

- 1. The parties will communicate updated policies within each organization as policies are developed and distributed.
- 2. If an employee is unable to come to work due to a confirmed case of COVID-19, Avamere will continue to pay the employee their hourly rate of compensation for regular, scheduled work shifts that are missed due to the illness.
- 3. Avamere has created an additional pool of Paid Time Off (PTO) resources that will be accessed by employees that are unable to come to work due to reasons related to the pandemic like, school closures, daycare closure, etc.
- 4. If an employee is sent home by Avamere due to real, perceived or potential illness exposure while at work, the employee will be eligible to initiate a workers' compensation claim, as well as utilize other applicable forms of protected leave for which the employee may qualify, such as benefits from the Employment Security Department and/or Family Medical Leave and the above mentioned PTO pool.
- 5. If after the leave pool and additional forms of paid leave have been exhausted, the employee will be able to use their accrued PTO. If an employee exhausts accrued PTO the employee will be able to access future PTO accruals up to 40 hours. Employees with less than 1 year of employment with Avamere will be eligible to use up to 40 hours of future PTO accrual. Those employees with more than 1 year of continuous service will

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be eligible to use up to 80 hours of future PTO. Use of future accruals will be accounted for as a negative PTO balance and will be 'repaid' when the employee returns to work and resume standard PTO accruals.

6. If an employee must self-quarantine, due to potential or real exposure to the novel corona virus or COVID-19 illness, Avamere agrees that the employee will be eligible to be placed on standby and access Paid Time Off (PTO) benefits in the same order outlined above as well as utilize other applicable forms of protected leave for which the employee may qualify, including Workers Compensation benefits, benefits from the Employment Security Department and/or Family Medical Leave with no loss of seniority of benefits.
7. Communication to employees of potential risk or workplace exposure to an infectious disease will be compliant with existing public healthcare standard, policies and procedures.
8. If Avamere requires an employee to submit to testing for an infectious disease, the costs for such testing will be paid by Avamere.
9. Employees are encouraged to provide notice to Avamere management if the employees believe they have potentially been exposed to the virus, without any negative repercussions to their employment or benefits.
10. No employees will be disciplined for calling out through the duration of this agreement.
11. Personal Protective Equipment (PPE) will be provided by Avamere, based upon the availability of supplies, the needs of the organization, conditions of the patients and residents, and the specific work to be completed by an employee. PPE uses will be in accordance with state and federal agency guidelines including recommendation from the Centers for Disease Control whenever possible.
12. The parties recognize that policies, regulations and resources available from local, state and federal agencies may change in during the duration of this Agreement and that the terms of the Agreement are subject to change. The parties will communicate these changes promptly. The parties agree to bargain any additional monies provided by local, state and federal authorities to address COVID-19.

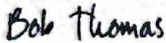
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In addition to this MOA Avamere will implement an incentive program under Articles 11.3 and 11.6 or our two CBA, to assist employees that are impacted by State imposed school closures due to the COVID-19 pandemic. Those employees that incur additional, unplanned daycare expenses for their school-age children will be eligible for reimbursement of up to \$50.00 per day for those documented daycare costs. This benefit will be offered during normal school hours. Reimbursements may be subject to tax. Administration of this temporary reimbursement program would be the sole discretion of Avamere

This MOA will expire on April 30, 2020, subject to the parties hereto agreeing to an extension, based on recommendations or information from County, State, or Federal health authorities.

Signed by the Employer:

DocuSigned by:



3/20/2020

780C619417C84E4
Bob Thomas

Date

Chief Operations Officer
Avamere Family of Companies



3/20/2020

Andrew Loomis

Date

Director, Employee & Labor Relations
Avamere Family of Companies

Signed by the Union:



3/20/20

SEIU Representative

Date

SEIU Representative

Date