

SEIU 503 Economic Counter Proposal 4-1-21

Article 11 Wages and Compensation

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

11.2 Pay. Pay will be delivered on or before pay date. A Bargaining Unit Employee will not be required to attend meetings or perform any function for the Employer as a condition of receiving his or her pay. If a payday falls on a Saturday, pay will be available by 9:00 am the preceding Friday. If a payday falls on a Sunday, pay will be available by 9:00 am the succeeding Monday.

11.3 Shift Differentials

All bargaining unit employees who work evening or NOC (3rd shift) ~~and weekend shifts~~ shall receive the following shift differentials on top of the employee's normal hourly pay rate. ~~Employees who receive the weekend differential are prohibited from receiving the EVE and NOC shift differentials for the same hours worked. Weekend differentials shall not be combined or compounded with EVE and NOC differentials.~~

Shift Differential Chart		
EVE	\$1.00 per hour	2pm to 10pm
NOC	\$1.50 per hour	10:01pm to 6am
Weekend Day	\$1.00 per hour	6:01 am to 2pm
Weekend EVE	\$1.50 per hour	2pm to 10pm
Weekend NOC	\$2.00 per hour	10:01pm to 6am

11.4 Longevity and Retention Pay and Bonuses. The intent behind longevity bonuses is to decrease employee turnover and incentive long-term employees to continue their employment with Avamere. Bargaining Unit Employees shall receive the following longevity bonuses, to be paid on the first payday after the employee's anniversary date. Any Bargaining Unit Employee who has fifteen (15) or more years of employment at the effective date of the contract shall receive the fifteen (15) year bonus within sixty (60) days of contract ratification.

Lonevity Bonus After Passing Anniversary Date (i.e. Hiring Date)	Bonus Value
1 st Anniversary	\$100
2 nd Anniversary	\$200

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3 rd Anniversary	\$300
5 th Anniversary	\$500
8 th Anniversary	\$800
10 th Anniversary	\$1000 plus \$40 per month (see 11.5)
15 th Anniversary	1500
20 th Anniversary	\$2000

11.5 Ten Year Longevity Bonus. At ten years of employment, full-time bargaining unit employees shall receive an additional longevity bonus of forty dollars (\$40) per month to be paid starting on the first payday after the employee's anniversary date.

11.6 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.

11.7 Minimum Wage Adjustments. If at any point wage rates for bargaining unit employees fall below the State of Oregon minimum wage rates, then the parties will engage in impact bargaining over the matter.

11.8 The Union and the Employer agree that this Experience Credit Grid will be effective upon ratification. The Union and the Employer shall develop mutually agreed process to verify that every bargaining-unit employee is placed at the correct step of the wage table. This process must be coordinated at a senior Union and Employer level. It is not in the interest of either party for individual employees to negotiate their current step level with their facility administrator. Every bargaining unit employee shall be placed on a wage table step. Employees should not have wage rates that are between wage steps. No bargaining unit employee shall lose pay as a result of placing employees on the wage steps.

Individuals hired into Bargaining Unit represented positions will be given credit for prior years of experience in an identical position within Avamere and/or the Long Term Care industry, upon verification.

1. CMA Credit. CMAs with prior CNA experience will be given credit for 100% of the prior CNA experience for placement on the CMA scale. CMAs with work experience at another employer (not Avamere) will be given credit for 50% of the prior CNA experience. CMAs promoted from a Med Tech position at an Assisted Living Facility will be given credit for 50% of the Med Tech experience for placement on the CMA scale.
2. RA Credit. RAs with prior CNA experience will be given credit for 100% of the prior experience and placed on the RA wage scale at the step that provides a minimum of \$0.75 increase over the CNA wage scale step consistent with the CNA experience.

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Example:

RAs with CNA experience at another location or business will be given credit for 50% of the prior CNA experience.

3. **CNA Credit.** CNAs will be credited with years of experience based on the initial issuance date of the CNA certification by the Oregon State Board of Nursing. CNAs with prior Caregiver experience at an Assisted Living Facility shall be given credit for 50% of the prior experience for placement on the CNA scale.
4. **Dietary Services Credit.** Cooks and Dietary Aides will be given credit for prior service with the Employer in the same role.

Cooks with prior Dietary Aide experience will be given credit for the Dietary Aide experience and will be placed on the Cook wage scale at the step that provides a minimum of \$0.75 increase over the Dietary Aide wage scale step consistent with the Dietary Aide experience.

Example:

Cooks with Dietary Aide experience at another location or business will be given credit for 50% of the prior Dietary Aide experience for placement on the Cook scale.

5. **Housekeeping and Laundry Services Credit.** Individuals employed in these department will be given credit for prior years of service in a Longterm Care setting. Individuals will be given credit for 50% of prior experience in a non-Longterm Care, Healthcare setting.

No Bargaining Unit Employees being promoted from a non-nursing position or job classification into a bargaining unit represented nursing position or job classification will receive a pay cut or reduction as a result of the promotion.

Experience Grid

Position	Same Position Within Avamere	Same Position Within Longterm Care	Same Position Outside of Longterm Care	Other Experience within Avamere	Other Experience Outside of Longterm Care
CMA	100%	100%	50%	100% (CNA)	50% (CNA)
RA	100%	100%	50%	100% (CNA)	50% (CNA)
CNA	100%	100%	100%	100% (CareGiver)	50% (CareGiver)
Cook	100%	100%	50%	100% (Dietary Aide)	50% (Dietary Aide)
Dietary Aide	100%	100%	50%		
Housekeeping/ Laundry	100%	100%	50%		

14.2 Longevity Pay Differentials

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In an effort to retain dietary and housekeeping employees, the employer shall pay a 5% differential to the following job classifications who pass their 1st anniversary date:

Cook Assistant

Dietary Aide

Dishwasher

Floor

Housekeeping

Laundry

Laundry Aide

Lead Laundry

Housekeeping Assignments

- It is understood that it is not possible for a housekeeper to clean more than four (4) discharge rooms, which take 30 minutes each, in one eight hour shift without working through breaks and meal periods and putting the employee at risk of repetitive stress injuries. To this end, the Employer shall:
- Notify a housekeeper within 30 minutes of the start of their shift of the number of discharge rooms to be cleaned that day per housekeeper. [L.A.]

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Appendix XX

INTENT CLARIFICATION

- Concept:
 - Year 1 - May 1st, 2021 Implementation, bargaining unit employees moves to Wage Scale built on \$18 an hour starting rate for CNA (Wage Scale attached)
 - April 1st, 2022, the parties will engage in a wage scale reopener regarding the economic value of the formula to apply funds towards COLAs in May 1st, of 2022. This COLA may be applied retroactively. The intent of this process is to keep Avamere wage rates competitive in Oregon.
 - April 1st, 2023, the parties will engage in a wage scale reopener regarding the economic value of the formula to apply funds towards COLAs in May 1st, of 2023. This COLA may be applied retroactively. The intent of this process is to keep Avamere wage rates competitive in Oregon.
- A COLA to be awarded in years 2 and 3. The COLA will be determined via ‘formula’ negotiations with the Alliance employers (July 5th - Sept 30th). If the parties are unable to reach an agreement by 9.30.21, then Avamere and SEIU 503 will enter direct negotiations to negotiate and Avamere/SEIU 503 specific formula. ~~The formula ‘cola’ amount is retroactive to October 1, 2022. 10/1/21. If the COLA is insufficient to fund the year two wage scale at \$20 an hour for CNAs (and related classification pay for other jobs), then the parties will enter into immediate expedited negotiations.~~
- *The parties will remove any classifications that are no longer in effect and include any classifications that were unintentionally left off the wage scale for existing bargaining unit employees. (Check that all Laurelhurst job classifications are included in the wage scale, there is an ‘activity bus driver’ that is missing from the wage scale). The intent of this is language is to capture the existing workforce.
- ~~Housekeepers who work past eight hours (including their 15 minute paid break and 30 minute unpaid meal period) shall be paid overtime at 1.5 times their base wage. Overtime will only be paid if housekeepers notify their supervisor (or designee) of their need to work past eight hours prior to the end of the housekeeper’s shift. If the supervisor does not issue overtime pay, then the housekeeper shall leave work with their assignment uncompleted.~~
- ~~The intent of the overtime provision above is to honor housekeepers who are often required to work past their scheduled time to meet resident needs. The Employer shall not threaten, discipline or otherwise pressure a housekeeper who notifies their supervisor of their desire for overtime hours.~~

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ARTICLE 12- HOLIDAYS AND PERSONAL DAYS

12.1 Holidays. The following days shall be paid holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and December 25th (Christmas) Day. 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 Holiday Time Off. Time off for Holidays 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 a Holiday, the employee will receive double his or her regular rate of pay for all hours worked on the Holiday. However, in order to receive two times the regular rate, the Employee must work their scheduled holiday shift, the scheduled shift immediately prior to the Holiday shift, and the employee's scheduled shift immediately after the holiday shift.

12.4 Holiday Hours. For the purposes of this article, 'holiday' is 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 his or her 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.

12.5 Work on a Holiday. Except where stated in Section 12.1 of this Article, if a full-time bargaining unit employee does not work on a holiday as defined by section 12.1, then the full-time bargaining unit employee shall receive an additional PTO hours equivalent to the employee's regular shift. ~~she or he~~ the employee shall not receive pay.

12.6 Paid Personal Day. Regular full time and regular part time employees shall be entitled to one paid personal day per year. This benefit shall be pro-rated for part time employees.

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Employees must have completed their probationary period to be eligible for a personal day. Personal days shall be scheduled by mutual agreement between the Employer and employee. “Reasonable notice” shall mean no less than thirty (30) days notice.

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Current contract language on sick and PTO

Avamere will update the attendance policy to comply with Oregon Sick Leave law.

Article XX—Sick Leave

~~13.1 Sick Leave.~~ The Employer provides paid sick leave in order to maintain the employee's income when an employee is unable to work due to illness or injury and as otherwise provided under the Oregon Sick Time law, subject to the employee's available balance. Employees who are paid a single hourly rate of pay will receive the same hourly rate the employee would have earned for the period of time in which sick leave is used when the employee had worked. Employees who are paid multiple rates of pay (for example, those who receive shift differentials or training differentials) shall receive the wages the employee would have been paid for the period of time in which sick time is used.

~~13.2 Sick leave Accrual.~~ Sick leave shall accrue at a rate of one (1) hour for every forty (40) hours worked. All full-time and part-time employees shall accrue the following maximum amounts of sick leave annually:

Employee Type	Maximum Annual Accrual
Full-Time Employee	40 hours
Part-Time Employee	30 hours

~~Unused sick leave may be carried over from year to year with a maximum total balance not to exceed 80 hours. Full-time and part-time employees hired during the calendar year will begin to accrue sick leave upon hire. Sick leave may be utilized after completion of ninety (90) days of employment.~~

~~13.3 Sick leave Donation.~~ Sick Leave may be donated to other bargaining unit employees upon request of the employee who is seeking additional sick leave hours.

~~13.4 Sick leave use.~~ Employee may use sick leave for the following purposes:

- ~~1. Qualifying absences under the Oregon Sick Time Law. Under this law, employees may use sick time for such purposes, as defined by the Oregon Bureau of Labor & Industries (BOLI). The itemized list below is a summary of BOLI guidance:~~
 - ~~a. To care for yourself or your family member with a mental or physical illness, injury, or health condition, need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition, or need for preventive medical care.~~
 - ~~b. To care for an infant or newly adopted child under 18 years of age, or for a newly placed foster child under 18 years of age, or for an adopted or foster child older than 18 years of age if the child is incapable of self-care because of a mental or physical disability, completed within 12 months after birth or placement of the child~~
 - ~~c. To recover from or seek treatment for a health condition that renders you unable to perform at least one of the essential functions of your regular position~~
 - ~~d. Absences associated with the death of a family member by attending the funeral or alternative to a funeral, making arrangements necessitated by the death of a family member and/or grieving the death of a family member.~~

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- e. ~~_____ Absences related to domestic violence, harassment sexual assault or stalking. See the BOLI website for additional detail.~~
- f. ~~_____ In the event of a public health emergency including but not limited to:~~
 - i. ~~Closure of your place of business, or the school or place of care of your child, by order of a public official.~~
 - ii. ~~Determination by a lawful public health authority or a health care provider that your presence or your family member in the community would jeopardize the health of others.~~
- 2. ~~_____ Qualifying absences under OFLA, FMLA and/or as otherwise provide by law.~~

~~**13.5 Calling Out Sick.** Bargaining Unit Employees must notify their immediate supervisor in the even the employee is unable to come to work due and intends to use sick leave. Employees shall not be required to find their own replacements if they use sick leave, vacation leave or if they use unpaid leave when they call out sick.~~

~~**13.6 Leaving Work Early Due to Illness.** A Bargaining Unit Employee who leaves work early due to illness or a personal emergency will utilize sick leave or vacation leave for the hours of her or his scheduled shift that were not worked. Employees will use Sick Leave until exhausted before vacation leave or unpaid leave may be utilized.~~

~~**13.7 Employer Requested Doctor Note.** _____ The Oregon Sick Leave law defines acceptable requests for a Doctor's note. The Employer may not require medical verification in advance of sick leave that is expected to last less than three consecutive scheduled workdays.~~

~~The Employer can request an employee to provide a doctor's notice, in compliance with the Oregon Sick Leave Law, as follows:~~

- 1. ~~_____ The employee needs more than three (3) consecutively scheduled workdays.~~
- 2. ~~_____ The need for sick time is foreseeable and is projected to last more than three consecutively scheduled workdays.~~
- 3. ~~_____ The Employer has sufficient evidence to suspect that an employee is abusing sick time, including engaging in a pattern of absenteeism.~~

~~In accordance with BOLI, the Employer is required to pay any associated costs for providing medical verification or certification, including lost wages that are not paid under an employee's health benefit plan. These costs may include a deductible, or lost work hours. The Employer may not require that the verification or certification explain the nature of the illness or detailed related to domestic violence, sexual assault, harassment, or stalking that necessitates the use of sick time.~~

~~**13.8 Sick Leave at Termination.** Sick Leave has no cash out value at the time of termination of employment.~~

~~Article XX – Paid Time Off~~

~~**13.1 PTO Accrual.** Bargaining unit Employees shall be entitled to paid time off (PTO) each in (in addition to holidays, sick leave and other paid and/or unpaid leaves described in this Agreement, local state or federal regulations), pro-rated for part-time employees. The 'year'~~

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~~refers to each Bargaining Unit Employee's individual employment year from date of 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 and all PTO accruals will be capped at 320 hours:~~

Accrual Chart

Years of Service	Total Pay Period Accrual	Annual Accrual Cap
After 90 days to 1 year	1.67 Hours	40 Hours
13-60 months (>1+ year to 45 years)	2.50 Hours	60 Hours
61-120 months (5+ years to 10 years)	4.17 Hours	100 Hours
121-180 months (10+ years to 15 years)	5.83 Hours	140 Hours
181+ months (15+ years)	7.50 Hours	180 Hours
PTO Accrual		Per Pay Cap
After 90 days		2.5 hours
13-60 months (1+ year to 5 years)		4.17 hours
61-120 months (5+ years to 10 years)		5.83 hours
121-180 months (10+ years to 15 years)		7.50 hours
181+ months		9.00 hours

~~**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 his/her cap, he/she shall not be permitted to accrue any additional PTO until he/she has used PTO such that his/her 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% 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.~~

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~~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.

~~*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.~~

~~13.13—Paid Time Off Use for Illness.~~ Bargaining Unit Employees may use vacation time off for an illness or to care for family members who are ill once the employee has exhausted all available paid sick leave.

~~13.14—Paid Time Off Based on Regular Pay Rate.~~ Any Paid Vacation Time Off shall be at the employee's regular pay rate.

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Letter of Agreement - Pilot Project Incentive Performance Pay

The parties shall investigate incentive based performance pay. These discussions shall occur at a the Regional Labor Management Committee and shall be focused on facility by facility metrics and incentives. The Union is open to studying and investing research into this pilot project.

The parties shall consider metrics, including but not limited to:

- Quality Mix,
- Reduction in Agency Utilization, Overtime and Extra Shift Incentives,
- Reduction in Voluntary Turnover,
- Increased 5-Star Quality Recognition,
- Increased Market share and occupancy rates.

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Appendix C: Wage Scale – Implementation Date = May 1st, 2021

Steps	Feeding Asst	NA	Cook Asst., Diet. Aide, Dishwasher, Hskpg, Laundry, Reception, ALF Med Aide, ALF PCA	Cook	CNA, Maint. Mech.	Rehab Aide/CNA 2/CMA (RA)	CNA On Call	CMA On Call
0	\$ 15.93	\$ 16.84	\$ 15.93	\$ 16.79	\$ 18.00	\$ 20.15	\$ 20.32	\$ 21.49
1	\$ 15.93	\$ 16.84	\$ 16.41	\$ 17.29	\$ 18.54	\$ 20.75	\$ 20.93	\$ 22.13
2	\$ 15.93	\$ 16.84	\$ 16.90	\$ 17.81	\$ 19.10	\$ 21.37	\$ 21.56	\$ 22.79
3	\$ 15.93	\$ 16.84	\$ 17.41	\$ 18.34	\$ 19.67	\$ 22.01	\$ 22.21	\$ 23.47
4	\$ 15.93	\$ 16.84	\$ 17.93	\$ 18.89	\$ 20.26	\$ 22.67	\$ 22.88	\$ 24.17
5	\$ 15.93	\$ 16.84	\$ 18.47	\$ 19.46	\$ 20.87	\$ 23.35	\$ 23.57	\$ 24.90
6	\$ 15.93	\$ 16.84	\$ 19.02	\$ 20.04	\$ 21.50	\$ 24.05	\$ 24.28	\$ 25.65
7	\$ 15.93	\$ 16.84	\$ 19.59	\$ 20.64	\$ 22.15	\$ 24.77	\$ 25.01	\$ 26.42
8	\$ 15.93	\$ 16.84	\$ 20.18	\$ 21.26	\$ 22.81	\$ 25.51	\$ 25.76	\$ 27.21
9	\$ 15.93	\$ 16.84	\$ 20.79	\$ 21.90	\$ 23.49	\$ 26.28	\$ 26.53	\$ 28.03

Evan Paster

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Apr 2, 2021



Andrew Loomis (Apr 2, 2021 14:49 PDT)

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Apr 2, 2021