

**2023 Assumption Agreement:
LPN and Associated Job Classifications**

This agreement is made by and between SEIU Local 503 ('the Union') and Avamere Health Services, LLC ('the Employer'), to include the LPN bargaining unit into the current collective bargaining agreement (CBA), entitled 'Collective Bargaining Agreement between SEIU Local 503 and Avamere'.

The existing CBA shall be modified in the following manner to include the following provisions below. Bargaining notes will be removed from the final CBA:

- Article 10 Hours, Overtime & Schedules
- Article 11 Wages and Compensation
- Article 17 Tuition Assistance
- Article 23 Safety and Training
- Appendix C Wage Scales

ARTICLE 10 – HOURS, OVERTIME & SCHEDULES

10.1 Work Week. The work week shall be Sunday at 12 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 at a minimum. 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 and Rest Periods. 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 his/her break s/he 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 to Scheduled 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. Work schedules shall be posted as early as practical, but no later than the twentieth (20th) day of the month preceding the month on the schedule. If the Employer uses an online scheduling system, the posted schedule must match the online system. 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 10.6 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 and the Emergent Use of Mandation. The Employer may request that employees work extra shifts as necessary to meet operating requirements. In the event extra shifts are requested, the Administrator or the Administrator's designee shall use the volunteer procedures below in the order in which they appear:

1. The Employer may fill extra shifts that become known to the Employer 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 Employee in rotating Seniority order.
2. If a Bargaining Unit Employee is at work and the extra shift is within the Employee's classification, the Employee will be asked.
3. Bargaining Unit Employee volunteers will be asked beginning with the most senior qualified employee, including those that may not currently be at work, but are available and qualified to perform the work.
4. If the Bargaining Unit Employee works all regular scheduled shifts for the pay period, they will receive an "extra voluntary shift premium" of seven dollars and fifty cents (\$7.50) added to their base rate of pay for all actual hours worked from one (1) hour up to eight (8) hours during the extra shift(s) for that pay period. If the Bargaining Unit Employee has an unexcused, unprotected absence during the pay period,

the extra voluntary shift premium will be forfeit for that pay period. The extra shift premium will be paid on the following pay period.

5. Bargaining unit employees will not be required to work outside of their scheduled shift (i.e. Mandation) except in emergent circumstances. An example of emergent circumstances may include unplanned absences due to illness. Future shifts that lack sufficient staffing without unexpected absences would not be considered an emergent circumstance. The intent of this language is to prevent mandation from being used as a regular tool for filling shifts while protecting the Employer's ability to ensure resident safety in emergency staffing situations.

- In the event of a bona-fide emergency where a bargaining unit employee is mandated to work outside their scheduled shift, employees will receive an extra shift premium of five dollars and fifty cents (\$5.50) per hour added to their base rate of pay.
- No bargaining unit employee shall be mandated to work more than 4 hours beyond their regular shift.
- No bargaining unit employee shall be mandated more than once per ninety (90) continuous calendar days.

6. Emergent mandation will be done in rotating seniority order beginning with the least Senior Bargaining Unit Employee on shift, then moving through Bargaining Unit Employees on shift, then moving to Bargaining Unit Employees off- shift (also in reverse Seniority order). In determining mandated shifts, Management will consider issues of hardship; including, but not limited to childcare needs, school schedules, etc. Bargaining Unit Employees who are required to work extra hours as outlined in this section will be notified of the required extra hours no less than two (2) hours before the end of their scheduled shift, except in extreme circumstances.

7. Extra shifts will be a topic for review and discussion at each regularly scheduled facility LMC meeting.

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

10.8 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.

10.9 Full-Time Employees. A Bargaining Unit Employee regularly scheduled to and that works an average of thirty (30) hours or more per week over twelve (12) months shall be considered Full Time.

10.10 Call-Off. If a Bargaining Unit Employee who reports to work when on the posted schedule is not needed by the facility, the Employee will receive work and/or pay for two (2) hours of their shift. During periods of low census when the Employer needs to call off an Employee or Employees and the Employer are 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, Section 8.4 and will give Employees at least two (2) hours' notice by phone before the starting time that the Employee is scheduled to report for work.

10.11 Part-Time Employees. A Bargaining Unit Employee regularly scheduled to and that works less than 30 hours per week over twelve (12) months shall be considered Part Time. Except as set forth in Article 13, Paid Time Off, Part-time Bargaining Unit Employees will not receive any benefits.

10.12 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 supervisor 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 designated by the supervisor or the facility Administrator to be responsible for scheduling.

10.13 Per Diem Employees. The Employer may hire a limited number of Per Diem Bargaining Unit Employees. Per Diem Bargaining Unit Employees are Employees who do not have regularly scheduled hours and may be called in to provide coverage for absent Bargaining Unit Employees. Per Diem Employees must work a minimum of two (2) shifts of work in a month in order to maintain employment. Those Per Diem employees that fail or refuse to work a minimum of two (2) offered shifts a month will have voluntarily resigned from the Per Diem employment. Per Diem Bargaining Unit Employees will not be eligible for benefits.

10.14 Switching Shifts. Provided that no overtime costs are incurred, and patient care is not adversely

affected, Bargaining Unit Employees may switch shifts of work, as long as they give the Employer written notice signed by both employees and approved by Staffing Coordinator / Designee.

10.15 CMA Staffing. CMAs shall not be assigned residents for purposes of meeting minimum CNA staffing ratios on day shift and when there are less than two (2) CMAs on evening and NOC shifts. CMAs and should be given 24 hour advance notice before being pulled to the floor to be assigned residents, if conditions allow. CMAs cannot be assigned residents and passing medications at the same time as is prohibited by state law.

10.16 Pearl at Kruse Way Memory Care. If the Employer is unable to schedule sufficient staff to safely attend to resident needs in the memory care area due an unforeseen circumstance such as a caregiver calling out, then the Employer shall take the following steps (in order):

- Step 1 - Offer the open shift to all eligible employees (such as caregivers, CNAs etc)
- Step 2 - Non bargaining unit personnel, such as LPNs, RNs and management, will step in to perform the work that would be performed by the missing employee.
- The Union may enforce this provision of the CBA via the grievance process, only to the extent that the Employer follow step 1 and step 2 of the process above. The grievance procedure shall not result in a payout of lost wages or penalty pay to bargaining unit employees.

10.16 Exempt Status Employees. Resident Case Manager LPNs are exempt employees as defined by the Fair Labor Standards Act (FLAS) and are paid on a Salary Basis.

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 their 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 (EVE or 2nd shift) or night (NOC or 3rd shift) shall receive the following shift differentials on top of the employee's normal hourly pay rate. All LPNs that work a ten (10) or twelve (12) hour shift shall be paid a shift differential for all hours worked.

Shift Differential Chart		
EVE	\$1.00 per hour	2pm to 10pm
NOC	\$1.50 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.

Longevity Bonus After Passing Anniversary Date (i.e. Hiring Date)	Bonus Value
1st Anniversary	\$100
2nd Anniversary	\$200
3rd Anniversary	\$300
5th Anniversary	\$500
8th Anniversary	\$800
10th Anniversary	\$1000, plus \$40 per month (see 11.5)
15th Anniversary	\$1500
20th 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

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 Experience Credit. 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. Bargaining unit LPNs will be credited for years of experience based on the initial issuance date of the LPN license by the Oregon State Board of Nursing. LPNs with prior LPN work experience with Avamere will be given credit for 100% of their time worked for the purposes of placement on the LPN wage step scale. For example, an LPN with four years of licensed LPN experience in the State of Oregon shall be placed on step 4 of the LPN wage scale.

For example. An LPN with 5 years of work experience as an LPN in the State of Oregon, but with only 2 years of LPN work experience with Avamere shall be placed on step 5 of the LPN wage scale.

2. 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.

3. 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. Example: RAs with CNA experience at another location or business will be given credit for 50% of the prior CNA experience.
4. 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. A CNA that acquires or has a CNA 2 certification will be placed on the wage scale in the CNA 2 job classification at the step based on the experience grid.
5. 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.
6. Housekeeping and Laundry Services Credit. Individuals employed in these department will be given credit for prior years of service in a Long-term Care setting. Individuals will be given credit for 50% of prior experience in a non-Long-term Care, Healthcare setting.

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/ CNA2	100%	100%	100%	100% (CareGiver)	50% (CareGiver)
LPN*	Avamere counts 100% of licensed LPN experience in Oregon.			NA	NA
Cook	100%	100%	50%	100% (Dietary Aide)	50% (Dietary Aide)
Dietary Aide	100%	100%	50%		
Reception	100%	100%	50%		

11.8 Wage Scales and COLAs. All bargaining unit employees shall be paid according to Appendix C: Wage Scales. Each year on Employees’ anniversary date employee will move to the next higher step on the wage scale within their job classification.

(*BARGAINING NOTE for Employer, while the language below is outdated, it is important for the parties to keep this language in the CBA as the parties are still working on implementing the TA reached on 8.31.23, wage reopener). In year one (1), beginning with the May 1st, 2021 Implementation, Bargaining Unit Employees move to the Wage Scale built on an \$18.00 per hour starting rate for CNAs (See Appendix C: Wage Scale). Each year on Employees’ anniversary date employee will move to the next higher step on the wage scale within their job classification. In subsequent years of the collective bargaining agreement, the Parties agree to revisit the Wage Scale as follows:

1. April 1st, 2022, the Parties will engage in a wage scale reopener regarding the economic value of the formula agreed to by the Alliance and the Union, to apply funds towards a COLAs as of May 1st, of 2022. This COLA may be applied retroactively. The intent of this process is to keep Avamere wage rates competitive in Oregon.

2. April 1st, 2023, the Parties will engage in a wage scale reopener regarding the economic value of the formula agreed to by the Alliance and the Union, to apply funds towards a 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. The parties shall work together to calculate and implement retroactive pay from May 1st, 2023 to the present for the following job classifications: ALF care giver, NA, ALF med aide, med tech, CNA, rehab aide/CNA 2, CMA, CNA on call, CMA on call, cook assistant, feeding assistant, dietary aide, dishwasher, housekeeping, laundry, reception, activities assistant, bus driver, wait staff. If as of May 1st, 2023, a non-LPN bargaining unit employee earns an hourly wage above step 10 of the wage scale, then that employee shall receive a .75c raise.

A COLA is to be awarded in years 2 and 3. The COLA will be determined by the 'formula' negotiations with the Alliance employers (to take place between July 5 - Sept 30, 2021). If the Parties are unable to reach an agreement by September 30, 2021, then Avamere and SEIU 503 will enter direct negotiations to determine an Avamere/SEIU 503 specific formula.

11.9 Salary Based Compensation: Resident Care Manager-LPN role is an exempt position as defined by the Fair Labor Standards Act. As such, employees that occupy these positions are compensated on a salary basis. The contractual wage scale for the RCM-LPN role is an hourly equivalent representation of the salary.

11.10 LPN Wage Scale Implementation: The LPN wage step scale shall be implemented as of the execution of this agreement (i.e. ratification date of the parties). The Employer shall have two pay periods from the date of CBA ratification to place staff correctly on the pay scale and issue any backpay owed to employees. Per 11.7, Experience Credit, of this CBA, all LPNs shall be credited for their licensed years of experience per the Oregon Board of Nursing and shall be placed on the LPN wage scale based off verified experience. No LPN shall experience a decrease in wages as a result of placement on the scale or any other

aspect of this agreement. No LPN shall be placed in-between steps.

If, as a result of wage placement, an LPN's wages fall in-between steps, then the LPN shall be placed at the next higher step.

The Roxy Stennett Clause

- If, due to wage placement, an LPN's wage placement results in a raise of less than 3%, then the LPN's wage rate shall be increased to a higher step that results in a minimum of a 3% raise (this provision may require an employee's wage rate to be increased by multiple steps on the wage scale in order for the employee to receive a minimum 3% raise).
- If, as of contract ratification by the Employer and the Union (*bargaining note, date unknown at time of TA, pending ratification vote), an LPN earns an hourly wage above step 15 of the wage scale, then the employee shall receive a 3% raise.

The LPN wage scale is not subject to the May 1st, 2023 wage increase to be received by other bargaining unit non-LPN employees.

As a tentative agreement was reached between the parties on 11.3.23, the following examples illustrate step placement of LPNs into the newly negotiated wage scale:

**Bargaining note for the Employer: We've included the full names of staff and used real examples so you can verify our work. Once the contract is ratified, SEIU will anonymize the*

examples.

Step 1: Place an employee on the wage scale, Appendix C, based on Avamere seniority/licensed years of experience per the Oregon Board of Nursing.

Step 2: If, as a result of placement, the employee receives less than a 3% raise, then the employee's wage rate must be raised to the wage step that is equivalent to a minimum 3% wage increase. This action may require multiple step increases.

Step 3: At the time of recognition, if an employee's wage is higher than Step 15, then the employee shall receive a raise equal to a 3% increase on an employee's base pay rate.

EXAMPLE #1, new hire.

At Contract Ratification	
Steps (years of Service)	Charge Nurse-LPN, ALF-LPN
0	\$34.25
90 Days	-----
1	\$35.11
2	\$35.98
3	\$36.88
4	\$37.81
5	\$38.75
6	\$39.53
7	\$40.32
8	\$41.12
9	\$41.95
10	\$42.78
11	\$43.53
12	\$44.29
13	\$45.07
14	\$45.86
15	\$46.66

3% increase to hourly wage for LPN positions over step 15 of the wage scale.

An LPN with less than a year of licensed experience in Oregon and less than a year of seniority at Avamere is currently being paid \$33 dollars an hour. As of ratification, the LPN would move to step 0, \$34.25.

EXAMPLE #2

SEIU Counter Proposal, Package Proposal
 LPN Negotiations, November 2nd, 2023, 3:30pm

At Contract Ratification	
Steps (years of Service)	Charge Nurse-LPN, ALF-LPN
0	\$34.25
90 Days	
1	\$35.11
2	\$35.98
3	\$36.88
4	\$37.81
5	\$38.75
6	\$39.53
7	\$40.32
8	\$41.12
9	\$41.95
10	\$42.78
11	\$43.53
12	\$44.29
13	\$45.07
14	\$45.86
15	\$46.66

3% increase to hourly wage for LPN positions over step 15 of the wage scale.

Marci McWilliams has more than 16 years of licensed experience and currently receives \$39.00 per hour as a charge nurse. Based on seniority, Marci would be placed on the top step of the scale (Step 15) at \$46.66 per hour.

EXAMPLE #3

At Contract Ratification	
Steps (years of Service)	Charge Nurse-LPN, ALF-LPN
0	\$34.25
90 Days	
1	\$35.11
2	\$35.98
3	\$36.88
4	\$37.81
5	\$38.75
6	\$39.53
7	\$40.32
8	\$41.12
9	\$41.95
10	\$42.78
11	\$43.53
12	\$44.29
13	\$45.07
14	\$45.86
15	\$46.66

3% increase to hourly wage for LPN positions over step 15 of the wage scale.

Lisa Pasietchnik has less than a year of licensed experience and currently receives \$38.62 per hour as a charge nurse. Based on seniority, Lisa would be placed on the bottom step of the scale (Step 0) at \$34.25 per hour. To ensure a minimum raise of 3% and step placement, Lisa moves to the next closest step on the scale that guarantees at least a 3% raise (\$1.16) from Lisa's current pay (\$38.62): Step 7 at \$40.32 per hour.

EXAMPLE #4

At Contract Ratification	
Steps (years of Service)	Charge Nurse-LPN, ALF-LPN
0	\$34.25
90 Days	-----
1	\$35.11
2	\$35.98
3	\$36.88
4	\$37.81
5	\$38.75
6	\$39.53
7	\$40.32
8	\$41.12
9	\$41.95
10	\$42.78
11	\$43.53
12	\$44.29
13	\$45.07
14	\$45.86
15	\$46.66
3% increase to hourly wage for LPN positions over step 15 of the wage scale.	

Mestawet Sime has one year of licensed experience and currently receives \$35.00 per hour as a charge nurse. Based on seniority, Mestawet would be placed on Step 1 at \$35.11 per hour. To ensure a minimum raise of 3% and step placement, Mestawet moves to the next closest step on the scale that guarantees at least a 3% raise (\$1.05) from Mestawet's current pay (\$35.00): Step 3 at \$36.88 per hour.

EXAMPLE 5

At Contract Ratification	
Steps (years of Service)	Charge Nurse-LPN, ALF-LPN
0	\$34.25
90 Days	-----
1	\$35.11
2	\$35.98
3	\$36.88
4	\$37.81
5	\$38.75
6	\$39.53
7	\$40.32
8	\$41.12
9	\$41.95
10	\$42.78
11	\$43.53
12	\$44.29
13	\$45.07
14	\$45.86
15	\$46.66
3% increase to hourly wage for LPN positions over step 15 of the wage scale.	

Charlene Carey has 33 years of licensed experience and receives \$47.00 per hour as a charge nurse. Based on seniority, Charlene would be placed on the top step of the scale (Step 15) at \$46.66 per hour. Because no step high enough exists to guarantee a minimum raise of 3%, Charlene receives a flat 3% from their current pay (+\$1.41) and remains over-scale.

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. The intent of this language is to accurately capture the existing workforce.

ARTICLE 17- TUITION ASSISTANCE

17.1 Program. The Employer will provide tuition assistance for qualified full-

time Bargaining Unit Employees up to a maximum of \$6,000 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 apply for the Tuition Assistance benefits, the Bargaining Unit Employee must:

1. Submit a written Tuition Reimbursement Program Application and Acknowledgement form and follow to the facility administrator and obtain required approvals.;
2. Have an excellent evaluation from the facility immediately prior to the formal education request; and
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; or
 - b. Bargaining Unit Employee resigns or is terminated within one (1) year of the date of completion of the course.

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 his/her 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.

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, who has the option of interviewing the Bargaining Unit Employee to review the education benefit, will review the proposal.

17.4 Certification and Renewal Fees. The Employer shall reimburse for the following: L.P.N, and CPR 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.

ARTICLE 23 - SAFETY AND TRAINING

The employer shall carry out its obligations to provide a safe and health workplace environment, as set forth in applicable federal, state, and local laws and regulations.

23.1 Safety Rules and Regulations. The Employer shall be responsible for enforcement of such rules and regulations and of its own safety rules and regulations. This includes, but is not limited to, the implementation and maintenance of Emergency Preparedness plans for each facility. Nothing in this agreement shall prevent a bargaining unit LPN from fulfilling their clinical accountability duties over other bargaining unit staff, such as CNAs, CMAs, etc.

23.2 Emergency Preparedness Committee & Plans. Each facility will maintain an Emergency Preparedness Committee responsible for the development and implementation of an Emergency Preparedness plan to address infectious disease, pandemic and other forms of emergency that may impact one or more facility. At each facility, the employer and the bargaining unit members employed at the facility will each designate committee members. Facility Emergency Preparedness Committee membership will not exceed three (3) Bargaining Unit Employee members and three (3) non-bargaining unit members. Bargaining Unit Employees will be paid for participation in scheduled meetings. Emergency Preparedness Committees will meet a minimum of twice a year.

Emergency Preparedness plans will address requirements issued by federal, State, and local

authorities as well as specific or unique needs of a facility and the patient/resident population. This may include but is not limited to:

- Protocols for resident admission, transfer and/or transport
- Personal Protective Equipment and other equipment requirements for specific disasters. Disaster planning, drills and other forms of training
- Partner and cooperative relationships with other organizations, local, State and/or federal agencies Emergency staffing plans
- Food and water distribution
- Employee Impacts due to an emergency.

Bargaining Unit Employees will participate as members of the Emergency Preparedness Committee and contribute to the development of the Emergency Preparedness plan as allowed for or required by State and federal law. Additional input regarding the Emergency Preparedness plan may be directed to the Emergency Preparedness Committee through the facility's Safety Committee and Labor Management Committee.

23.3 Equipment, Materials and Training. The Employer shall provide the necessary equipment, personal protective equipment, materials, and training to Bargaining Unit Employees in order to provide a safe workplace.

23.4 Infectious Disease. The Employer shall provide Bargaining Unit Employees with information about residents' infectious diseases provided that such information does not compromise HIPAA or otherwise infringe upon residents' rights to confidentiality.

23.5 Employer Paid Vaccines and Tests. The Employer shall make Hepatitis B vaccines, flu vaccines, initial TB tests, and initial chest x-rays (if an employee's TB test is positive) and COVID-19 tests (if conditions at a facility warrant testing) available to 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. Additional tests and vaccines may be agreed upon by the Parties in the event of a declaration of emergency by state or federal health authorities.

23.6 Safe Equipment and Safe Conditions. No employee shall be required to work on, with or around an unsafe piece of equipment or under an unsafe condition. No LPN shall be required to work on or with equipment or in a manner that is a violation of the Oregon Nurse Practice Act. This language may only be invoked after a Bargaining Unit Employee raises the matter with the worksite safety committee, discusses the matter with their supervisor and, if disagreement still exists, with the Administrator, or in the Administrator's absence, the Administrator's designee. Whether the situation constitutes an unsafe condition will be based upon safety guidelines implemented at the facility, determined by the Labor-Management Committee and Safety Committee.

23.7 Training for New Employees. All new Bargaining Unit Employees performing direct care on residents and existing Bargaining Unit Employees promoted to any position performing direct care on residents shall receive up to five (5) days paid "hands on" training as appropriate upon hire (i.e., based on experience and extent of subject matter expertise). This training shall be completed prior to the Employee being officially placed on the schedule. The employer will conduct training on the facility's Emergency Preparedness plan. The Emergency Preparedness plan training will be conducted twice each calendar year. All bargaining unit employees must attend Emergency Preparedness training and shall be paid for time spent in such training.

23.8 Additional Training. The Union and the Employer will work cooperatively to establish additional training program(s) on the subject matter of more effectively caring for residents with behavioral and/or dementia concerns, through either the Oregon Care Partners or any other potential source of training funds.

SEIU Counter Proposal, Package Proposal
LPN Negotiations, November 2nd, 2023, 3:30pm

Such training held at the facility will be made available to appropriate employees, as determined by the Employer, and such employee(s) shall be paid for all Employer-authorized time spent in such training.

