

SEIU offers this package proposal to resolve all items prior to our next scheduled bargaining session on Tuesday, November 12<sup>th</sup>, 2024. Any items not TA'd or modified through negotiations shall remain current contract language.

Any tentative agreements previously reached between the parties are still in effect.

- *Agreements between the parties.*
  - Article 8 - Seniority – SEIU agrees to employer's last offer.
  - Successorship – SEIU agrees to employer's last offer.
  - Bargaining Team Release – SEIU agrees to employer's last offer.
  - Article 13 & 14 - Paid Vacation and Paid Sick Leave – SEIU last proposal.
  
- *SEIU Counters.*
  - Article 11 – Compensation
    - Employer proposed new wage scale as of 11.1.24, retro to 10.1.24.
    - SEIU rejects the Employer's proposed requirement that an employee work for 365 days prior to the Oct 1<sup>st</sup> raises in order to receive the raise.
    - ~~Employer offers wage increases and step increases for staff over scale. SEIU drafted language and examples to integrate the employer's offer into the article. SEIU agrees with the Employer's 'over ten years' calculation.~~
    - SEIU COUNTER on years 2 and 3 of 1.5% to 3.5% based on CPI-w.
    - SEIU offers solution to hiring mistakes.
  - Insurance – Includes updated cost control language, requested by the employer.
  - New Staffing Proposal – Includes Evergreen requested staffing language.
  - Duration – 3 year agreement.

# **Parties are In Agreement on the Following Items:**

## ARTICLE 8 – SENIORITY

**Employer 10/18/24 Response: agreed to by SEIU as part of package proposal.**

**8.1 Definition.** An employee's seniority shall be defined as the length of time the employee has been employed in any bargaining unit classification at any ~~EmpRes-~~ Evergreen managed facility. The Employer and the Union agree that in all cases of, transfer, layoff, recall, vacation preference and permanent shift or schedule change; seniority shall be determinative in the event a selection among employees is required.

**8.2 Accrual.**

1. Accrual of seniority begins upon an 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. An employee's seniority shall be lost in the event of their:
  - a. Voluntary resignation or retirement;
  - b. Discharge for just cause;
  - c. Failure to return to work upon expiration of an authorized leave of absence; and
  - d. Layoff in excess of one (1) year.

**8.3 Layoff.** No layoff or permanent reduction in hours shall be implemented without:

1. Notifying the Union seven (7) days in advance. Such notice shall indicate the job classifications, number of hours, and employees who will be affected by the reduction in staff.
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 four (4) days of the notice of layoff.
3. Probationary and temporary employees within the affected job classification shall be laid off or have their hours reduced first, without regard to their individual periods of employment. Non-probationary employees shall be laid off or have their hours reduced next in reverse order of their seniority. No more senior employee shall have his or her

hours reduced as long as there is a less senior employee working hours in the same job classification on the same shift.

Low Census and Over Budget Situations. During temporary periods of low census; i.e., sudden drops in census, or at any other time when the Employer is staffed in excess of its budgeted hours for that shift, the Employer may reduce hours on a temporary basis without regard to the notification and meeting requirements as outlined in Sections C(1) and C(2) in this Article. If this becomes necessary, the Employer shall first ask for volunteers who wish to reduce their hours on a temporary basis. If there are multiple volunteers, then the Employer will accept volunteers in rotating seniority order, starting with the most senior employee on the shift. Employees who volunteer shall have the option of using vacation, if available, or taking unpaid time. Employees may volunteer to give up whole or partial shifts. If there are no volunteers, the Employer may cancel employees' shifts or reduce hours, pursuant to the following rules:

- a. The Employer may eliminate full shifts. The Employer also may shorten the length of the work shift of one or more employees per department, per shift.
- b. If the Employer is going to cancel a full shift, it will cancel shifts 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.
- c. No employee shall lose more than fifteen (15) hours per calendar month due to involuntary shift cancellations or reductions. If it becomes necessary to reduce hours due to a low census situation and the least senior employee on duty has already lost fifteen (15) hours during that calendar month, the Employer shall skip that employee and move on to the next least senior employee on duty.
- d. An employee who is not notified that his or her shift has been cancelled or reduced to less than three (3) hours until he or she arrives at work will be paid for no less than three (3) hours of work at his or her regular rate of pay. Such minimum guarantee shall not apply if the Employer makes a reasonable effort to notify the employee at least two (2) hours prior to the scheduled starting time that the employee is scheduled to report to work. It shall be the employee's responsibility to keep a current telephone number on file with the Employer. Failure by the employee to do so shall exempt the Employer from such notification requirement and from the above minimum guarantee. Reasonable effort shall

be defined as an Employer telephone call to the telephone number provided by the employee and either leaving a message with the person who answers the telephone or leaving a message on the employee's answering machine.

e. 1. In a low census situation lasting one (1) month or less, employees do not have bumping rights in cases of either hour reductions or shift eliminations.

2. For purposes of hour reductions, a more senior employee shall not have more hours reduced involuntarily than a less senior employee in the same shift and department.

f. If the census remains low enough to prompt shift cancellations for more than one (1) month, the Employer is barred from further shift cancellations for a one-month period and must use the layoff procedure described in Sections C(1), C(2) and C(3) of this Article above.

g. No employee will lose eligibility for benefits because of hours reductions that take place, voluntarily or involuntarily, pursuant to Section (C4) of this Article.

#### **8.4 Bumping.**

1. An employee whose hours are being cut or who is being laid off may fill any vacant position or may displace a less senior employee in any bargaining unit job classification provided that he or she has the qualifications to do the job.

2. An employee who is displaced in a layoff or has hours reduced shall also have bumping rights.

3. A laid-off employee may combine the jobs of two (2) less senior employees in the same classification, provided there is no conflict in schedule.

#### **8.5 Recall.**

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

2. Recall rights shall last for one (1) year.

## ARTICLE 27 – SUCCESSORSHIP

**Employer 9/25/24 Response: SEIU agrees to Employer proposal as part of package.**

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. The Employer shall also fulfill any other bargaining obligations it may have. 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 a skilled nursing 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.

The Union may request a copy only of the relevant portions of the operations transfer agreement or sale agreement for the sole purpose of confirming the operating entity and/or reviewing whether the conditions of sale identified above have been met. The Employer may redact confidential or proprietary information as it deems necessary. ~~to confirm the operating entity and notice of condition of sale. If recognition of the Union and the CBA is not included in the signed sale or operations transfer agreement, the predecessor [employer name] will enter into an Assumption Agreement with the purchaser/successor operator and the Union 90 days prior to~~

~~the effective date of sale. The Assumption Agreement will, at a minimum, include that the successor agrees to assume from [company] all rights, obligations, terms and conditions of the CBA in accordance with this article.~~

The Employer will make best efforts to resolve or expedite the grievance and arbitration process on any pending grievances prior to the effective date of sale/transfer.

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. ~~However, the Employer must continue retirement or 401k provisions as defined by the CBA.~~ The successor employer ~~must continue its participation in the EHWT Health Fund, the terms and conditions of which are found in this CBA and Fund documents. Any banked PTO, sick and/or vacation hours will be transferred at a 1:1 ratio to the successor and available immediately upon transfer or paid out by [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. 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. Note: paragraph returned to current language.

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.

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 due to financial hardship or other compelling business reasons, 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~~ necessity to close because ~~the only~~ no identified potential buyer will ~~not~~ purchase the facility if said buyer has to honor the "successorship" provision, or because of any other compelling business consideration. 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.

### **Bargaining Delegate Release Time**

#### **UNION COUNTER**

#### **EMPLOYER 10/18/24 PROPOSAL: Agreed to by SEIU as part of package proposal.**

The Employer shall [make best efforts to](#) grant [release time to](#) bargaining-unit employees who are designated as bargaining delegates by the Union to attend collective bargaining during an employee's regularly scheduled work hours. ~~without loss of compensation, seniority, leave accrual or any other benefits. This article shall only apply to successor contract negotiations and not cover other bargaining obligations, such as mid-term bargaining obligations.~~

~~Collective bargaining shall encompass all legally required bargaining obligations, such as successor bargaining, first contract bargaining and impact/mid-term bargaining.~~



## ARTICLE 13 – VACATIONS

SEIU Counters Employer 10/18/24 Response with PSL rollover, as is allowed for under the Oregon Sick Leave law. SEIU agrees with all other provisions of the Employer's 10.18.24 response.

**13.1** Regular full-time and regular part-time employees shall be entitled to vacations with pay based on the following accrual rates:

~~1. Year 1 = .0192 hours per compensated hour (maximum forty (40) hours):~~

~~2. Years 2-4 = .0385 hours per compensated hour (maximum eighty (80) hours):~~

~~3. Years 5 and above = .0577 hours per compensated hour (maximum one hundred and twenty (120) hours):~~

[\\*Bargaining Note, new table, language moved from above.](#)

Years of service/Seniority	Accrual rate per compensated hour	Vacation Cap Maximum Accrual (2040)
New hire to year 1 (0-12 months)	.0192	40 hours
Years 2-4 (13-48 months)	.0385	80 hours
Years 5 (49+ months)	.0577	120 hours

~~Employees shall accrue vacation hours during their first year of employment, but such vacation hours shall not vest or be available to utilize until after the employee's first (1st) anniversary date. Thereafter, vacation shall be available and vests as it is accrued on a per-pay-period basis.~~ [Vacation time may be used beginning on the 91<sup>st</sup> day of employment. An employee starts accruing vacation on their first day of employment.](#)

**13.2** Vacation schedules shall be established taking into account the wishes of the employees and the needs of the Employer. Where there is a conflict in choice of vacation time among employees, seniority shall prevail.

**13.3** Employees shall request no later than the tenth (10th) of the month for the following month. Vacation will be granted on a first-come, first-served basis. If two (2) or more requests for the same time off are received within a twenty-four (24) hour period, then the request shall be granted based on seniority. If vacation is requested in advance, the Employer will approve or deny the request in writing within one (1) week. Such requests shall not unreasonably be denied

**13.4** An employee may request vacation time with less advance notice. Such vacation requests will not be unreasonably denied.

**13.5** An employee who resigns, is laid off, or is terminated after at least one (1) year of employment shall be entitled to be paid out all unused vacation time.

**13.6** Employees who have been employed at least one (1) year may cash out up to forty (40) hours of earned vacation time per year. Such cash out requests can occur one (1) time per year during the employee's work anniversary month.

**13.7** An employee may carry over from one (1) calendar year to the next a maximum of one and one-half (1½) his or her annual vacation allotment.

**13.8** Employees may donate up to twenty (20) hours of vacation to another employee who has suffered a hardship if the receiving employee has been employed a minimum of one (1) year and has used all of his or her earned vacation and sick time. Donated vacation hours are paid at the receiving employee's rate of pay. Donated vacation hours are not cashed out.

## **ARTICLE 14 -- PAID SICK LEAVE.**

**14.1** Regular full-time and regular part-time employees shall accrue [paid sick leave \(PSL\)](#) at the rate of one (1) hour for every thirty (30) hours of work, up to a maximum accrual of forty-eight (48) hours per year. Unused sick hours may accumulate up to a maximum of one hundred seventy-six (176) hours. Employees must have completed ninety (90) days of employment before paid sick leave may be taken.

**14.2** Sick leave is not a vested benefit; therefore, there is no payout of unused sick hours upon termination of employment.

**14.3** Employees may use sick time ~~to care for immediate family members who are ill. "Family member" means an employee's spouse, domestic partner, custodial parent, non-custodial parent, adoptive parent, foster parent, biological parent, stepparent, parent-in-law, a parent of an employee's domestic partner, an employee's grandparent or grandchild, or a person with whom the employee is or was in a relationship of in loco parentis. "Family member" also includes the biological, adopted, foster~~

~~child, or stepchild of an employee or the child of an employee's domestic partner. An employee's child in any of these categories may be either a minor or an adult at the time qualifying leave is taken.~~ [in accordance with the Oregon Sick Leave Law. Per the Oregon Sick Leave law, no employee may be disciplined or penalized for the usage of paid sick leave.](#)

**Annual Carryover.** [The Employer defines a 12-month period for purposes of this policy only as running from January 1 to December 31. Employees may carry over up to forty \(40\) hours of any available, unused PSL hours to the following benefit year. All other unused PSL hours are forfeited. \(\\*\\*Bargaining note, allowed under Oregon Sick Leave Law, new language as of 10.20.24\).](#)

[Paid sick leave may be used for a covered family member under the law. A covered family member means an individual who is related by affinity to the employee or an individual who is the employee's:](#) ~~for an illness or to care for family members who are ill:~~

- [Spouse or domestic partner;](#)
- [Child or the child's spouse or domestic partner;](#)
- [Parent or the parent's spouse or domestic partner;](#)
- [Sibling or stepsibling or the sibling's or stepsibling's spouse or domestic partner;](#)
- [Grandparent or the grandparent's spouse or domestic partner; or](#)
- [Grandchild or the grandchild's spouse or domestic partner](#)

[Paid sick leave may be used for the qualifying events below, as described by the Oregon Sick Leave Law \(OSLL\):](#)

- [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](#)
- [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](#)
- [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](#)
- [Absences associated with the death of a family member by:](#)

- Attending the funeral or alternative to a funeral of the family member
- Making arrangements necessitated by the death of the family member
- Grieving the death of the family member
- Absences related to domestic violence, harassment, sexual assault, bias or stalking
  - To seek legal or law enforcement assistance or remedies to ensure the health and safety of yourself or your minor child or dependent, including preparing for and participating in protective order proceedings or other civil or criminal legal proceedings related to domestic violence, harassment, sexual assault, bias or stalking
  - To seek medical treatment for or to recover from injuries caused by domestic violence or sexual assault or harassment or stalking or the commission of a bias crime against you or your minor child or dependent
  - To obtain, or to assist a minor child or dependent in obtaining, counseling from a licensed mental health professional related to an experience of domestic violence, harassment, sexual assault bias or stalking
  - To obtain services from a victim services provider for yourself or your minor child or dependent
  - To relocate or take steps to secure an existing home to ensure your health and safety or that of your minor child or dependent;
- In the event of a public health emergency, including but not limited to:
  - Closure of your place of business, or the school or place of care of your child, by order of a public official due to a public health emergency
  - A 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
  - Your exclusion from the workplace under any law or rule that requires your employer to exclude you from the workplace for health reasons

**14.4** Pay for any day of sick leave shall be at the employee's regular rate of pay.

**14.5** Employees shall not be required to find their own replacements if they call out sick.

**14.6** An employee who leaves work early due to illness may use sick leave for the hours of his or her scheduled shift that were not worked, provided the employee is eligible to use sick leave for the shift.

**14.7** The Employer may require proof of illness when an employee is out sick for more than three (3) consecutive work days. The Employer will reimburse the employee for the cost of the doctor's visit if the cost is not covered by health insurance. If the employee is covered by health insurance, the Employer will reimburse him or her for the cost of the visit only if it is not paid by the insurance carrier. Certificates required for employees returning from leaves covered by Article 16 – Unpaid Leave are exempt from the reimbursement requirement of this provision.

# **SEIU Counter Proposals.**

## ARTICLE 11 - COMPENSATION

### ~~11.1 ——— Central Table Agreement Economics. Section 1: Cumulative Total Economic Package Updated Annually Per Changes in the Actual Cumulative Net Medicaid Rate Increase Over the Three~~

~~Year Term of the Contract.~~ Employers and Union agree to work together through the duration of the Contract on mutual concerns affecting nursing facility care and services, including all legislative matters about maintaining the current Medicaid nursing facility statutory reimbursement system to assure the necessary funding levels needed to deliver Medicaid rates paid according to the statutory requirements (62<sup>nd</sup> percentile of allowable costs). To protect the cumulative economic package increases projected below and to improve the quality of resident care, the parties will advocate legislatively to secure the following projected Net Medicaid Rates (i.e., the daily Medicaid Rate minus the long-term care assessment tax) over the next three (3) years: \$331.84 for 7/1/21-6/30/22; \$373.92 for 7/1/22-6/30/23; and \$397.12 for 7/1/23-6/30/24. If the actual Net Medicaid rate is different from the previous projections, the Parties will alter the cumulative total economic package annual increases as follows:

~~1.1 ——— Starting in rate year 7/1/22-6/30/23, as soon as a State Official posts actual Medicaid rates, Union and Employer shall use the Exhibit “A” spreadsheet to calculate the actual cumulative net increase from the 7/1/21-6/30/22 Net Medicaid rate of \$331.84.~~

~~1.2 ——— By each September 1<sup>st</sup> during the term of the contract, the Union and Employer shall compare the actual cumulative Net Medicaid rate increase total to date from the applicable projected cumulative Net Medicaid rate increase to date as follows: 7/1/22-6/30/23 forty-two dollars and eight cents (\$42.08); and 7/1/23-6/30/24 sixty dollars and twenty-eight cents (\$60.28).~~

~~1.3 ——— The Cumulative Total Economic Package (“CTEP”) annual increases per this Agreement shall be defined as follows: per Company Table agreement on 10/1/21; two dollar and twenty cents (\$2.20) on 10/1/22; and ninety-five cents (\$0.95) on 10/1/23.~~

~~1.3.1 ——— Suppose the **actual** cumulative Net Medicaid rate increase differs by less than eight percent (8%) from the **projected** cumulative Net Medicaid rate increase. In that case, the parties shall implement the “total economic package” increase(s) per this agreement.~~

~~1.3.2 ——— Suppose, instead, the **actual** cumulative Net Medicaid rate increase differs by eight percent (8%) or more from the **projected** cumulative Net Medicaid rate increase. In that~~

~~case, the parties shall adjust the remaining Cumulative Total Economic Package as follows:~~

~~1.3.2.1—First, Union and Employer shall subtract eight percent (8%) from the difference between the actual cumulative Net Medicaid rate increase and the projected cumulative Net Medicaid rate increase.~~

~~1.3.2.2—Second, Union and Employer shall multiply the remainder by \$0.052 and round the product to the nearest \$0.01.~~

~~1.3.2.3—If the preceding product is positive, the subsequent scheduled annual increase in the Cumulative Total Economic Package shall be adjusted upward by that dollar amount, unless mutually agreed otherwise, and subject to the Section 1.3.3 minimum/maximum adjustments to the economic package.~~

~~1.3.2.4—If, however, the preceding product is negative, the subsequent scheduled annual increase in the Cumulative Total Economic Package shall be adjusted downward by that dollar amount unless mutually agreed otherwise and subject to the Section 1.3.3 minimum/maximum adjustments to the economic package.~~

~~1.3.3—Notwithstanding any adjustment per application of Sections 1.3.2.1 through 1.3.2.4, in no case shall the annual increase in the Cumulative Total Economic Package effective 10/1/22, and 10/1/23, be less than thirty-five cents (\$0.35), or greater than two dollars and eleven cents (\$2.11).~~

~~1.4—Each September 1<sup>st</sup>, the parties shall enter the fiscal year's daily Medicaid Rate and the long-term care assessment effective the preceding July 1<sup>st</sup> into the corresponding cell of the Excel Spreadsheet titled "2021-2024 SEIU Responsible Employers Total Economic Package Formulas" (the "Spreadsheet") as shown in Attachment "A" and the electronic version, relayed by electronic mail to each signatory on September 30, 2021, is incorporated herein by reference. The parties will use the Spreadsheet to determine the Cumulative Total Economic Package annual increase each year, starting with September 1, 2022.~~

~~1.5—No wage or employee benefits change negotiated according to this Agreement shall be effective until the employer receives the Medicaid Rate issued by DHS for that year. If the implementation is delayed, all wage and employee benefit changes due under the Cumulative Total Economic Package shall be retroactive to Oct. 1<sup>st</sup> upon Employer's receipt of the new annual Medicaid Rate.~~



~~11.2 Section 2. Amount of the Cumulative Total Economic Package Spent Annually.~~ The Employers agree to spend the CTEP as follows. Each October 1<sup>st</sup> from 2022 and subject to adjustment by application of Section 1, the Employer shall annually spend one percent (100%) of the calculated Cumulative Total Economic package (i.e., projected to be two dollars and twenty cents (\$2.20)) on wage scale increases, other compensation-related pay programs (e.g., shift differentials, recruitment incentives, sign-on bonuses, etc.), or additional negotiated economic costs (e.g., benefit improvements such as contributing more toward each member's total health insurance cost)).

~~11.3 Section 3. Timing of Hourly Wage Increase~~ Employer shall apply the following specific hourly wage increases per the corresponding dates. Once Employer receives an updated net Medicaid rate change, all CTEP amounts allocated by the parties for wage-related gains will be implemented effective the first whole pay period following the below- enumerated dates. All wage-related increases allocated by the parties shall apply to all SEIU member wage rates, starting rates and wage scales, wage grids, or wage matrix (where applicable), except when the Parties mutually agreed otherwise at the Company Table Bargaining.

~~1.1~~ Effective October 1, 2021, the Parties agree to allocate all remaining revenue from Medicaid Special Reimbursement Rate Programs (i.e., the 4/1/20 COVID 19 rate increases, the 1/1/21 Emergency Board 5% rate increase, the 7/1/21 Temporary Rate Increase, the 10/1/21 through 12/31/21 Enhanced daily rate for SNFs starting GNAs at \$17/hr or more) and all of the 10/1/21 Economic Package funds to pay for the bargaining unit labor cost increase due to prior off-schedule compensation enhancements and all other Company-specific economic issues mutually agreed to by the Parties at the 2021 Company Table Bargaining. Effective October 1, 2021, all bargaining unit employees shall be increased to the next step on the wage scale, Appendix A (Clarification: each Employer has a separate wage table, negotiated at the Employer side tables).

Employees at or above the top step of the wage scale shall receive a raise equal to the value of the step increase between the last two highest steps. Under no circumstances will any section of this Article or Agreement result in an Employee to suffer any loss in hourly wage rates.

~~• 3.2 Effective October 1, 2022, per the CTEP annual increases, the Employer agrees to add a minimum of thirty-five cents (\$0.35), a projected two dollars and twenty cents (\$2.20), the calculated CTEP, or a maximum two dollars and eleven cents (\$2.11) per hour increase to bargaining unit wage and benefits. The specific allocations shall be as bargained at Company Bargaining Tables. Amounts bargained to be allocated to wage increases shall be applied to each member's regular hourly rate of pay, starting rates and wage scales, wage grids, or wage matrix (where applicable), except as the parties may otherwise agree at the Company Bargaining Tables. Effective October 1, 2022, all employees shall be increased to the next step on the wage scale. Additionally, effective October 1, 2022, all employees and all steps of the wage scale shall receive the remaining CTEP annual increases as defined in the Central Table Agreement minus the value of step increases negotiated in each employer's individual wage table. For example, if the CTEP annual increase effective October 1, 2022, is one dollar (\$1.00) per hour and the difference between wage steps on the Employer's wage table is fifty cents (\$0.50), then all employees and all steps of the wage scale shall receive an additional fifty cents (\$0.50) per hour increase. Employees at or above the top step of the wage scale shall receive the full amount of the CTEP annual increase (in this example, a topped-out employee's wage would be increased by \$1.00 per hour). Under no circumstances will any section of this Article or Agreement result in an Employee to suffer any loss in hourly wage rates.~~

~~• 3.3 Effective October 1, 2023, per the CTEP annual increases, the Employer agrees to add a minimum of thirty-five cents (\$0.35), a projected ninety-five cents (\$0.95), the calculated Cumulative Total Economic Package, or a maximum two dollars and eleven cents (\$2.11) per hour increase to bargaining unit wages or benefits. The specific allocations shall be as bargained at Company Bargaining Tables. Amounts bargained to be allocated to wage increases shall be applied to each bargaining unit member's regular hourly pay rate, starting rates and wage scales, wage grids, or wage matrix (where applicable), except as the parties may otherwise agree at the Company Bargaining Tables. Effective October 1, 2023, all employees shall be increased to the next step on the wage scale. Additionally, effective October 1, 2023, all employees and all steps of the wage scale shall receive the remaining CTEP annual increases as defined in the Central~~

~~Table Agreement minus the value of step increases negotiated in each employer's individual wage table. For example, if the CTEP annual increase effective October 1, 2023, is one dollar (\$1.00) per hour and the difference between wage steps on the Employer's wage table is fifty cents (\$0.50), then all employees and all steps of the wage scale shall receive an additional fifty cents (\$0.50) per hour increase. Employees at or above the top step of the wage scale shall receive the full amount of the CTEP annual increase. Under no circumstances will any section of this Article or Agreement result in an Employee to suffer any loss in hourly wage rates.~~

~~3.4 Off-Schedule Hourly Wage Increase. Notwithstanding anything else in this Agreement to the contrary, the Employer has a privilege to immediately increase union member hourly pay rates across the board by classification as necessary to retain workers recruited by other employers offering higher compensation in the facility's labor market ("Off Schedule Wage Increase" or "OSWI"). Any such OSWI constitutes the Employer's early implementation of later scheduled Section 3 Annual Hourly Wage Increases that would otherwise occur on the first following October 1<sup>st</sup>. As such, any OSWI(s) will be offset from the Employer's subsequent Sections 3.1 through 3.2 annual increases to the same classification's hourly wage scale pay rates, with any remaining balance carrying forward until fully credited (e.g., if the Employer implements a \$0.75/hr OSWI to every wage scale step for the C.N.A. classification on June 1<sup>st</sup>, the subsequent October 1<sup>st</sup>'s entire \$0.45 and \$0.30 of the following October 1<sup>st</sup>'s \$0.45 will be credited to offset the OSWI that constituted an advance on such later scheduled increases).~~

~~When implementing an OSWI, the Employer is not required to bargain with the~~

~~Union when the Facility Administrator believes they must immediately announce pay rate increases to neutralize the competitive advantage of another employer offering the Facility's union members higher pay. If the other employer's competitive advantage is instead a future threat, the Employer will contact the Union and bargain OSWI pay increases for up to seventy-two (72) hours, after which the Employer may unilaterally implement their final OSWI proposal to the Union.~~

~~Whenever exercising this Section's ability to announce and implement a pay increase immediately, the Employer will notify the Union as soon as possible. In no case shall such notice to the Union be more than seventy-two (72) hours after the Employer's announcement. The Employer and Union will then use their best efforts to expeditiously~~

~~enter into a Letter of Agreement that details the classification's enhanced wage scale pay rates and distribute it to all affected union members. When implementing an OSWI to target the immediate competitive threat of a local competitor, the Employer will solely apply the OSWI at the nursing home subject to the immediate competitive threat.~~

**11.1 Wage Increases.** On October 1<sup>st</sup>, 2024, the Employer shall implement the following wage table.

EmpRes 10-1-2023								
Steps	NAT	CNA	CMA & CNA 2	RA	Caregiver	Med Tech	Cook	Dietary Aide, Housekeeping & Laundry, Activities
0	20.6	21	25.02	21.33	20.52	21.02	19.57	19.07
1	-	21.62	25.37	21.93	20.87	21.37	19.92	19.42
2	-	22.22	25.72	22.54	21.22	21.72	20.27	19.77
3	-	22.76	26.07	23.09	21.57	22.07	20.62	20.12
4	-	23.32	26.42	23.66	21.92	22.42	20.97	20.47
5	-	23.89	26.77	24.24	22.27	22.77	21.32	20.82
6	-	24.48	27.12	24.84	22.62	23.12	21.67	21.17
7	-	25.09	27.47	25.46	22.97	23.47	22.02	21.52
8	-	25.72	27.82	26.09	23.32	23.82	22.37	21.87
9	-	26.37	28.17	26.75	23.67	24.17	22.72	22.22

ER PROPOSAL 11.1.24: 10.1.24 Wage Scale, Retroactive to 10.1.24								
Steps	NAT	CNA	CMA & CNA 2	RA	Caregiver Casacde Valley	Med Tech Cascade Valley	Cook	Dietary Aide, Housekeeping & Laundry, Activities Assistant
0	\$22.00	\$23.00	\$26.50	\$23.35	\$22.35	\$23.10	\$21.25	\$20.50
1		\$23.50	\$26.85	\$23.85	\$22.70	\$23.45	\$21.60	\$20.85
2		\$24.00	\$27.20	\$24.35	\$23.05	\$23.80	\$21.95	\$21.20
3		\$24.50	\$27.55	\$24.85	\$23.40	\$24.15	\$22.30	\$21.55
4		\$25.00	\$27.90	\$25.35	\$23.75	\$24.50	\$22.65	\$21.90
5		\$25.50	\$28.25	\$25.85	\$24.10	\$24.85	\$23.00	\$22.25
6		\$26.00	\$28.60	\$26.35	\$24.45	\$25.20	\$23.35	\$22.60
7		\$26.50	\$28.95	\$26.85	\$24.80	\$25.55	\$23.70	\$22.95
8		\$27.00	\$29.30	\$27.35	\$25.15	\$25.90	\$24.05	\$23.30
9		\$27.50	\$29.65	\$27.85	\$25.50	\$26.25	\$24.40	\$23.65
10		\$28.00	\$30.00	\$28.35	\$25.85	\$26.60	\$24.75	\$24.00

**Payment over scale 2024, 2025 and 2026:**

Any employee who is credited with ten or more years of experience on the wage scale AND/OR whose base pay is above the ninth step of the 10/1/23 wage scale on 10/1/24, 10/1/25 and 10/1/26, shall receive a pay increase equivalent to the real value of the wage increase to step 10 rates for each classification and a step increase valued as the increase between the 9<sup>th</sup> and 10<sup>th</sup> steps for all classifications. It is understood that employees will not receive a step increase if they haven't accrued another year of experience since their last increase or date of hire, whichever is relevant. This entire section 'Payment over scale' shall not apply to employees who were incorrectly hired above the pay scale, as discussed below in section 'correction to employee's wages'. See 10/1/24 example below 'Over Scale Calculation' Table:

**Over Scale Calculation for employees with more than 10 years of experience at the time wage increases are due:**

Wages increases are due effective 10/1/24, 10/1/25 and 10/1/26. The following shall apply to employees who: ~~1) have more than 10 years of experience at the time a wage increase is due, and 2) have completed an additional year of verifiable experience since their last increase or date of hire, whichever is relevant:~~

- a) Wage increases due on 10/1/24 shall be the difference between the 9 year step on the employee's classification on the 10/1/23 scale, and the 10 year step on the same classification on the 10/1/24 scale.
- b) Wage increases due on 10/1/25 shall be the difference between the 9 year step on the employee's classification on the 10/1/24 scale, and the 10 year step on the same classification on the 10/1/25 scale.
- c) Wage increases due on 10/1/26 shall be the difference between the 9 year step on the employee's classification on the 10/1/25 scale, and the 10 year step on the same classification on the 10/1/26 scale.

Example 1: The 9 year step on the 10/1/23 scale for CNAs is \$26.37. The 10 year step on the 10/1/24 scale is \$28.00. The difference of \$1.63 will be paid to CNAs who have more than 10 years of experience at the time a wage increase is due.~~satisfy conditions 1 and 2 above.~~

Example 2: Assume the 10/1/24 scale CNA is increased by 3% effective 10/1/25. The 9 year rate for CNAs on the 10/1/24 scale is \$27.50. The 10 year rate on the 10/1/25 scale would be \$28.84 (\$28.00 x 1.03). The difference of \$1.34 will be paid to CNAs who have more than 10 years of experience at the time a wage increase is due.~~satisfy conditions 1 and 2 above.~~

Over Scale Increases for Eligible Employees effective 10/1/24:

CNA	\$1.63
CMA & CMA 2	\$1.83
RA	\$1.60
Caregiver (Casc. Valley)	\$2.18
Med Tech (Casc. Valley)	\$2.43
Cook	\$2.03
Diet Aide/Hskpg/Lndry/	\$1.78

Activities

The section regarding Over Scale Calculations shall not apply to employees who were incorrectly hired above the pay scale, as discussed below in section 'correction to employee's wages'.

For purposes of the October 1, 2024 increase, it is understood that if the employee's completed years of experience (defined for licensed care employees such as CNAs and CMAs as licensure date) in the given job classification, or other completed years of relevant experience, would put them at a higher step than the next step on the pay scale, the employee shall move to that higher step.

#### **October 1<sup>st</sup> 2025 Increase.**

On 10-1-25, the each step of the wage scale shall be increased for every job classification by an amount equal to the twelve month rolling average (9/25 to 9/24) of CPI-W(west), with a minimum of a 1.5% COLA and a maximum of a 3.5% COLA. On this date, each bargaining unit employee with ten(10) or fewer years of experience (defined for licensed care employees such as CNAs and CMAs as licensure date) shall move up one step of the pay scale, up to the tenth step so long as the employee has completed an additional year of relevant and verifiable experience from their last wage increase, or date of hire, whichever is applicable. It is understood that if the employee's completed years of experience (defined for licensed care employees such as CNAs and CMAs as licensure date) in the given job classification, or other completed years of relevant experience, would put them at a higher step than the next step on the pay scale, the employee shall move to that higher step.

#### **October 1<sup>st</sup>, 2026 Increase.**

On 10-1-26, the each step of the wage scale shall be increased for every job classification by an amount equal to the twelve month rolling average (9/25 to 9/24) of CPI-W(west), with a minimum of a 1.5% COLA and a maximum of a 3.5% COLA, On this date, each bargaining unit employee with ten (10) or fewer years of experience (defined for licensed care employees such as CNAs and CMAs as licensure date) shall move up one step of the pay scale, up to the tenth step, so long as the employee has completed an additional year of relevant and verifiable experience from their last wage increase, or date of hire, whichever is applicable. It is understood that if the employee's completed years of experience (defined for licensed care employees such as CNAs and CMAs as licensure date) in the given job classification, or other completed years of relevant experience would put them at a higher step than the next step on the pay scale, the employee shall move to that higher step.

~~Effective October 1<sup>st</sup> of each year of this agreement, 2021, per the central table bargaining economic agreement, each bargaining unit employee with ten (10) or fewer years of experience shall be increased to the next step of the Employer's revised wage scale, or the applicable wage scale step based on completed years of experience (defined for licensed care employees such as CNAs and CMAs as licensure date) in the given job classification or other completed years of relevant experience, whichever is greater.~~

**11.411.2 Incentive Programs.** The Employer shall be privileged to offer employment bonuses at its discretion, such as sign-on, refer-a-friend, extra shift, or pick up a shift. The Facility shall provide any such bonuses fairly and equitably and not engage in scheduling favoritism. 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, motivate employees to work as needed, encourage safe working practices, or for any other business reason, as long as the incentive programs were not explicitly bargained for in this Agreement.

**Applying Increases.** Increases (determined by the formula at Central Table Negotiations) apply to all bargaining unit employee wage rates and wage scales, including those employees whose hourly wages place them over the agreed upon wage scale (i.e. topped out)

By subsequent mutual written agreement, the parties may agree to increase bargaining unit members' hourly wage rates, starting rates and wage scales more than the amount(s) specified above during the term of the contract. In the event the Employer proposes to increase starting wage rates, it is understood all existing employees and all existing points of the wage scale will also be increased to ensure no existing employees will be paid less than newly hired employees with less or equal years of experience. (\*\*Bargaining note, CCL).

**Corrections to employee's wages.** The parties acknowledge that a limited number of employees were incorrectly hired at pay rates higher than their experience warranted. Moving forward, the parties will remedy this situation by:

1. Current employees: The parties will jointly identify the limited number of employees who are pay above the relevant step scale. These employees will be 'red-circled'. On Oct 1<sup>st</sup>, 2024 and Oct 1<sup>st</sup>, 2025 and Oct 1<sup>st</sup> 2026, these employees shall receive a 1% wage increase to their base pay, which may result in these employees being paid in-between wage steps. If these employees are still employed On Oct 1<sup>st</sup>, 2027, then these employees, if their wage rates are in-between steps, shall be placed on the next highest step of the wage scale prior to implementing a future COLA
2. SEIU's bargaining team will recommend to SEIU Local 503's legal department to withdraw the grievance on this matter (\*\*Bargaining note, SEIU does not have the authority to bargain directly over this grievance at contract negotiations. It's a duty of representation issue).
3. The Employer commits to preventing this mistake in the future. If an employee is incorrectly hired at a wage rate higher than their experience provides for, the Employer shall immediately correct the employee's wage rate and notify the Union of this matter. Points #1 and #2 above will sunset in a future successor agreement.

**11.511.3 No Loss of Wages.** Under no circumstances will any section of this Article or Agreement result in an Employee to suffer any loss in hourly wage rates.



**Step Scales Rates.** All bargaining unit employees shall be placed on the applicable wage scale that at a minimum, matches their years of verifiable experience in the long-term care industry in the United States. Any Employee hired who has more than fifteen (15) years of applicable experience will be placed at a minimum on the top step of the wage scale (which is step 10).

No employee shall be placed in-between steps., to a maximum of the ~~9<sup>th</sup>~~-10<sup>th</sup> step, based on completed years of experience in the given job classification or other completed years of relevant and verifiable licensed experience-In the United States. Any employee currently in-between steps will be moved to the appropriate step on the scale based on their relevant and verifiable years of experience, and no employee shall have their pay reduced as a result.

~~\*Effective October 1<sup>st</sup> of each year of this agreement, 2021, per the central table bargaining economic agreement, each bargaining unit employee with ten (10) or fewer years of experience shall be increased to the next step of the Employer's revised wage scale, or the applicable wage scale step based on completed years of experience (defined for licensed care employees such as CNAs and GMAs as licensure date) in the given job classification or other completed years of relevant experience, whichever is greater.~~

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.

For example, a new CNA who has been a CNA for one and one-half (1 ½) years will be deemed to have one (1) completed year of experience and would be placed at step 1 of the applicable CNA wage scale, whereas a newly hired CNA with two (2) full years of experience would be placed at the step 2 of the applicable CNA wage scale. A CNA with fifteen (15) full years of experience and a CNA with twelve (12) full years of experience would both be placed on the 9<sup>th</sup> step of the applicable CNA wage scale. Upon execution of the new collective bargaining agreement, the parties shall have 45 calendar days to mutually assure that every bargaining unit employee is placed on their correct step of the wage scales.

**Transfers to a Job Class with a Lower Starting Rate:** Bargaining unit employees who transfer from a job class with a wage/hiring scale with a higher starting rate to a job class with a lower starting rate shall be placed on the same step of the scale applicable to the employee's new job class. For example, if a CMA at the 5 Year Step of the CMA scale transferred into a CNA position, he/she would be placed at the 5 Year Step of the applicable CNA wage/hiring scale.

**Transfers to a Job Class with a Higher Starting Rate:** Bargaining unit employees who transfer from a job class with a wage/hiring scale with a lower starting rate to a job class with a higher starting rate shall be placed on the step of the scale applicable to the employee's new job class. . For example, if a Dietary Aide at the 5 Year Step of the Dietary Aide scale transferred into a CNA position, he/she would be placed at the 5 year step of the applicable CNA wage/hiring scale.

~~Employees Hired in above the Wage Scale: Any Employee hired who has more than nine (9) years of applicable experience will be placed at a minimum on the top step of the wage scale.~~

**11.4 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, motivate employees to work as needed, encourage safe working practices, or for any other business reason, as long as the incentive programs were not specifically bargained for in this Agreement.

~~**11.7 Pay-in-Lieu-of-Benefits (PIB).** Current employees who have PIB/PILM will maintain their status (Grandfathered). New employees are not eligible for the PIB/PILM option. Employees that are Grandfathered in their PIB/PILM status can only choose to opt out of the benefit during the time of annual open enrollment period for medical/health insurance, unless there is a qualifying event (marriage, divorce, new child or death of a spouse), at which time they can switch. Once the choice to opt out of Grandfathered status is made and implemented, the employee is not eligible to re-enter PIB/PILM status.~~

**11.5 Paychecks.** Paychecks will be available to employees by 9:00 a.m. on payday without preconditions. An employee will not be required to attend meetings or perform any function for the Employer as a condition of receiving his or her paycheck. If a payday falls on a Saturday, Sunday, or Monday Holiday, paychecks will be available at 9:00 AM the preceding Friday.

**11.6 Accruals.** Employees' earned vacation hours and available sick hours will be printed on employees' paychecks.

~~**11.7 Certification Payment.** The Employer shall pay to maintain certifications required as a condition of employment in employees' job classifications, provided that the paperwork is submitted in a timely way. If employees do not submit the necessary paperwork in a timely way and pay the certification~~

fees themselves, the Employer will reimburse employees for these costs. Employees are encouraged to submit the paperwork in advance of relevant deadlines so that the Employer may make direct payment to the certifying agency.

**11.11.8 Promotions.** In the event that a bargaining unit employee is promoted from one classification to a higher paid classification, the employee shall move to the equivalent step in the new classification based on their current step on the wage scale. No employees shall have a reduction in wages.

**11.12.9 Shift Differentials.** The Employer will keep the shift differentials that are currently in place for each Nursing Center. These shift differentials will serve as a minimum benefit. If the Employer changes the benefit, then the Employer will notify the Union of the change. The Union reserves the right to discuss shift differentials with the Employer directly, at facility labor management committees or the statewide labor management committee.

Hillsboro	Weekend Shift Differential	\$.20c an hour Friday NOC through PM Sunday
La Grande	CNA NOC Shift Differential	\$1.00 an hour
Milton Freewater	CNA & Restorative Aide	\$1.00 an hour for PM, \$.50c an hour for NOC
Independence	CNA	\$1.50 an hour for PM and \$2.00 an hour for NOC
Portland	CNA & CMA	.25c an hour for PM and .50c an hour for NOC
Windsor	CNA & Restorative Aide	.50c an hour for PM

**11.13.10 Longevity Bonuses.** The intent behind longevity bonuses is to decrease employee turnover and incentive long-term employees to continue their employment with EmpRes Healthcare. Bargaining Unit Employees shall receive the following longevity bonuses, to be paid on the first payday after the employee's anniversary date.

Longevity Bonus After Passing Anniversary Date (i.e Hiring Date)	Bonus Value
1st Anniversary	\$100
3rd Anniversary	\$300

5th Anniversary	\$500
8th Anniversary	\$800
10th Anniversary	\$1000
15th Anniversary	\$1500
20th Anniversary	\$2000

~~In order to implement this new longevity benefit, by December 1st, 2021, the Employer shall pay out the longevity bonuses to each employee whose anniversary date falls in between the 10th, 15th and 20th year steps. Examples:~~

~~An 11 year employee will receive the \$1,100 bonus on December 1st, 2021.~~

~~A 16 year employee will receive the 15th year, \$1,500 bonus on December 1st, 2021. A 18 year employee will receive the 15th year, \$1,500 bonus on December 1st, 2021. A 22 year employee will receive their 20th year, \$2,000 bonus on December 1st, 2021.~~

**Evergreen Oregon Staffing Proposal 11/4/24**

- 1) The Employer will make best efforts to maintain sufficient staff for the safe and efficient operation of the facility, to ensure that patient care needs are met, and to provide that no employee is given an excessive workload.
- 2) The Employer understands and agrees that it has an obligation to comply with all local, state and federal guidelines and standards regarding staffing matters.
- 3) No employee shall be asked to work in a way that violates State law and/or puts an employee at risk of losing their professional license.
- 4) The Employer and all employees understand that State law requires a nursing home to make resident service needs the primary consideration in determining the number and categories of nursing personnel needed to provide care to the Facility's residents.
- 5) If an employee is absent, the Employer will make best efforts to find a replacement. If a replacement cannot be found and their scheduled hours are not replaced, the Employer will utilize its best efforts to distribute the remaining workload equitably.
- 6) For purposes of nursing staff, when a replacement cannot be obtained, licensed staff (and/or supervisors) may assist other staff in performing typical bargaining unit work.
- 7) The Employer shall make every effort to maintain on call lists to eliminate the possibility of short staffing.
- 8) Management shall respond as appropriate to employee concerns about their workload which may arise during a shift.
- 9) It is understood that staffing concerns are best addressed via open dialogue between caregivers and management. To that end, the parties will establish a Staffing Committee. The Employer shall appoint three (3) members to the committee, and employees shall do the same. The Committee will meet once per quarter, unless the parties mutually agree to meet more often. The parties shall agree on an agenda for each meeting, if possible, at least three (3) days before a scheduled meeting.
- 10) The Committee shall be a forum to address any employee concerns and/or suggestions relating to staffing. Issues such as staffing needs, safety data, availability of supplies needed for resident patient care, facility regulatory compliance and training needs may be addressed. It is understood that each party may make requests of the other for reports or other information relevant to issues being discussed by the Committee.
- 11) This Article is not subject to the Grievance and Arbitration provisions of this Agreement.

## ARTICLE 18 - HEALTH INSURANCE

From September 1, 2024, the Employer shall pay the Oregon Essential Workforce Health Care Fund ("Fund") four hundred and eighty-eight dollars (\$488) by the fifteenth (15<sup>th</sup>) day of each month following the month in which each participating employee is scheduled to work thirty (30) or more hours per week.

Bargaining-unit eligible employees who enroll in the Fund-provided healthcare insurance coverage shall pay the following applicable monthly employee-share amount of the total premium's four hundred and eighty-eight dollar (\$488) employer insurance cost.

Employee Only \$35  
 Employee and Spouse \$70  
 Employee and Family \$105

The Employer shall continue to offer dental, short term disability and vision coverage from non-EWHT providers.

On January 1, 2025, the Employer shall pay the Oregon Essential Workforce Health Care Fund ("Fund") five-hundred and seventeen dollars (\$517) by the fifteenth (15<sup>th</sup>) day of each month following the month in which each participating employee is scheduled to work thirty (30) or more hours per week.

### Cost Controls:

~~1. If the Fund's Board changes the participant premium amount, the parties will engage in collective bargaining to agree on the applicable monthly employee-share amounts paid by bargaining-unit eligible employees and those rates will replace the above Employee Only, Employee and Spouse, and Employee and Family rates consistent with the Fund Board's approved effective date.~~

1. On January 1<sup>st</sup>, 2026 and January 1<sup>st</sup> 2027, if the EWHT Trustees increase the monthly premium amount, then the following will occur:

~~Evan: Based on your comment that the Trustees have the authority to change the monthly premium amount more than once per year, shouldn't we say that whenever the Trustees increase premiums the employer and employee responsibility for such increases is below, instead of listing specific dates? Also, doubtful it would happen, but do we need language for who pays what if the premium goes down?~~

2. 0% to 4.9% no increase to employee premium.

3. 5% to 9.9%, the employee premium increases at the same amount per healthcare selection tier. For example, if a 7% increase is authorized by the Trustees, then the employee premium rates would increase by 7%.

~~2.4.~~ Each facility shall make a Fund contribution for all employees enrolled in the Fund- provided healthcare insurance coverage.

~~3.5.~~ Each facility agrees to be bound by the terms of the current Agreement and Declaration of Trust that governs Fund operation and accepts the Fund's Employer Trustees as its representatives.

4.6. The Fund shall determine the eligibility rules for coverage, waiting periods for coverage, and the benefits to be provided to employees and their dependents.

5.7. If the implementation of a federal or state law results in a material change in the Employer's cost of providing health insurance, or if the Fund trustees increase the total premium from one (1) plan year to the next by ten percent (10%) or more, upon a party's request, the parties will re-open this Agreement for the limited purpose of engaging in good faith bargaining to address the effect(s) of such change(s). The parties will review the predecessor employer's history of total health insurance contributions and contribution holiday(s). The parties shall consider establishing an additional Contribution Holiday to address the material change in Employer's cost of providing health insurance, if any. If, after good faith bargaining for up to sixty (60) days, the parties cannot reach an agreement, the No Strike/No Lockout Provisions shall be lifted.

6.—Contribution holidays?

## ARTICLE 30 – DURATION

This Agreement shall be effective as of October 1, 2024<sup>1</sup>. Unless amended by the Parties' mutual written agreement, it shall remain operative and binding on the Parties until midnight September 30, 2027<sup>4</sup>. 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.