

# **Collective Bargaining Agreement**

**Between**

**SEIU Local 503 and Avamere Health**

**Services, LLC**

**Effective October 1st, 2024 to September 30<sup>th</sup>, 2028**

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## PREAMBLE

The Service Employees International Union, Local 503, (hereinafter referred to as “the Union”) and Avamere Health Services, LLC, (hereinafter referred to as “the Employer”), collectively referred to as the “Parties”, have entered into this collective bargaining agreement (CBA), effective October 1, 2024. The Parties further recognize and acknowledge the ongoing association of the separate employers listed here:

1. Lebanon Care Center, LLC (doing business as Avamere Rehabilitation of Lebanon)
2. Peckham-Miller, Inc. (doing business as Avamere Rehabilitation of Hillsboro)
3. Mountain View Rehabilitation, LLC (doing business as Avamere Rehabilitation of Oregon City)
4. South Salem, LLC (doing business as Avamere Rehabilitation of Salem)
5. Newport Rehabilitation, LLC (doing business as Avamere Rehabilitation of Newport)
6. Clackamas Rehabilitation, LLC (doing business as Avamere Rehabilitation of Clackamas)
7. Coos Bay Rehabilitation, LLC (doing business as Avamere Rehabilitation of Coos Bay)
8. King City Rehabilitation, LLC (doing business as Avamere Rehabilitation of King City)
9. Keizer Campus Operations, LLC (doing business as Avamere Court at Keizer)
10. Junction City Rehabilitation, LLC (doing business as Avamere Rehabilitation of Junction City)
11. Laurelhurst Operations, LLC (doing business as Laurelhurst Village Rehabilitation Center)
12. Eugene Rehabilitation, LLC (doing business as Avamere Rehabilitation of Eugene)
13. Crestview Operations, LLC (doing business as Avamere Crestview of Portland)
14. Medford Operations, LLC (doing business as Avamere Health Services of Rogue Valley)
15. Avamere Transitional Care at Sunnyside, LLC (doing business as Avamere Transitional Care at Sunnyside)
16. Beaverton Rehab and Specialty Care, LLC (doing business as Avamere Rehabilitation of Beaverton)
17. Riverpark Operations, LLC (doing business as Avamere Riverpark of Eugene)
18. Waterford Operations, LLC (doing business as Avamere at Medford – Three Fountains)
19. Ohana Harmony House, LLC (doing business as Bend Transitional Care)
20. Avamere Lake Oswego Operations Investors, doing business as The pearl at Kruse Way

The Parties agree that each listed employer is to associate with the other employers for the purpose of recognizing the Union as the exclusive and sole bargaining representative of a single bargaining unit, as provided for under federal labor law regarding multi-employer bargaining, for the job

classifications identified in this collective bargaining agreement, which is presently utilized and employed at each of the separate employers. All facilities are represented in this agreement.

The purpose of this Agreement is to promote harmonious relations between the Employer and its Bargaining Unit Employees; to secure efficient operations; to establish standards of wages, hours and other working conditions for Bargaining Unit Employees within the collective bargaining unit; to ensure that the Employer earns a sufficient return to enable it to employ the Bargaining Unit Employees and other employees; provide the seniors it cares for the quality of life and living environment that they deserve; and, better enable the Employer and the Bargaining Unit Employees to accomplish our Mission Statement: To Enhance the Life of Every Person We Serve.

## **COLLABORATIVE PARTNERSHIP**

In an effort to promote an effective partnership relationship, the Parties agree that they will treat their respective representatives with dignity and respect, and that employees, supervisors and other members of management will all treat each other with dignity and respect.

Neither the Employer nor the Union will publish newsletter articles or distribute other public communications that are disparaging of the other Party without first having made an effort to resolve the issue with the other Party. Such disparagement would include information relating to specific individuals of the Employer or the Union, issues that would be readily addressed when called to the attention of upper management of the Employer or the Union and are overall contrary to the spirit of cooperation and partnership as represented by this Agreement. It is also an expectation that this spirit of cooperation will exist in all inter-personal communication.

This article is not intended to restrict the ability of the Employer or Union to communicate with Bargaining Unit Employees or union members related to business differences or disagreements between the Employer and Union. Therefore, the Parties hereunto agree as follows:

## **ARTICLE 1 – RECOGNITION**

**1.1 Employees Covered By Agreement.** The Employer recognizes the Union as the sole and

exclusive bargaining agent for all Bargaining Unit Employees, including LPNs/LPN charge nurses, excluding supervisors, managers, department supervisors, and confidential employees, even if that person is currently the only person in the department, the Staffing Coordinator, the Bookkeeper, RNs. Additions to the Bargaining Unit of new employee groups and/or Employer facilities will be considered on a case-by-case basis according to standard NLRB guidelines.

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

## **ARTICLE 2 - UNION SECURITY**

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

**2.2 Formal Separation from Bargaining Unit.** The condition of employment specified above shall not apply during periods of formal separation from the bargaining unit by any such employee but shall reapply to such employee on the thirty-first (31st) day following their return to the bargaining unit. For purposes of this Paragraph, the term “formal separation” shall include transfers out of the bargaining unit, removal from the payroll of the Employer and leaves of absence of more than one (1) month duration.

**2.3 Union Member List.** The Union shall provide the Employer with a list of bargaining unit employees who have provided a written, electronic or recorded oral request to have monthly Union dues and/or agency fees, plus any additional voluntary Union deductions, deducted from the employee’s pay and remitted to the Union (“Union Member List”). Such Union Member List shall similarly identify any membership cancellations or other changes in employee dues, fees or other deductions. If the Union Member List is submitted to the Employer electronically by at least ten (10)

calendar days before Employer's next pay date, then the Employer shall process such deductions or changes no later than such pay date; otherwise, Employer shall process such deductions or changes no later than the next following pay date. Any written applications for Union membership, authorizations for Union dues, authorizations for payment of agency fees and/or other Union- related deductions or dues cancellations which the Employer receives shall be forwarded to the Union. The Union will maintain the written, electronic, and recorded oral authorization records and will provide copies to the Employer upon request.

**2.4 Deduction Authorization.** The ability of a bargaining unit employee to revoke their written, electronic or recorded oral dues deduction authorization shall be determined by the terms and conditions of such specific dues deduction authorization. Union shall notify Employer thirty (30) days prior to implementing any material change in such deduction authorization(s) and provide Employer with new blank written deduction authorizations, as necessary.

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

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

- 14) Amount of other deducted from regular / base pay
- 15) Regular hours worked

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

**2.6 Condition of Employment.** Upon written notice to the Employer from the Union that an employee has failed to maintain Union membership in good standing (which shall mean payment of dues and fees uniformly required of all members) and has failed to pay appropriate agency fees as described above, the Employer and the Union shall meet with the employee to determine a reasonable resolution. If no resolution is reached, the Employer will, not later than thirty (30) days from receipt of notice from Union, terminate said employee.

**2.7 Indemnity.** The Union will indemnify and hold harmless the Employer with respect to any asserted claim or obligation or cost of defending against any such claim or obligation of any person arising out of the Employer deducting and remitting Union dues, fees, or any other contributions to Union, or for Employer taking any action for the purpose of complying with any of the provisions of this Article. The Union will have no monetary claim against the Employer by reason of failure to perform under this Article.

**2.8 Failure to Remit Dues:** Notwithstanding anything else in this Agreement to the contrary, the Union may use the Article 20 Grievance and Arbitration Process to address an allegation of the Employer failing to fully and timely remit Article 2 deductions to the Union.

### **ARTICLE 3 - NO DISCRIMINATION**

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



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

**Immigration.** The Union and the Employer have a mutual interest in retaining qualified and trained employees. Accordingly, to the extent not addressed by this Agreement, at the request of the Union, the Employer will meet and discuss issues related to compliance with the Immigration Reform and Control Act and any other current or future legislation, government rules or policies related to immigrants, which impact bargaining unit employees.

**Non-discrimination.** No employee covered by this Agreement shall suffer any loss of seniority, compensation, or benefits solely due to any changes in the employee's name or social security number, provided that the new social security number is valid, and the employee is authorized to work in the United States. The Employer shall not take action against an employee solely because the employee is subject to an immigration proceeding where the employee is otherwise permitted to work.

**Workplace Immigration Enforcement.** The Employer shall notify a representative of the Union as soon as practical if the Employer receives a "no-match" letter from the Social Security Administration ("SSA"), if it is contacted by the Department of Homeland Security (DHS, formerly the INS), regarding the immigration status of an employee covered by this Agreement, or if a search and/or arrest warrant, administrative warrant, subpoena, or other request for documentation is presented. The Union agrees that it shall keep confidential any information it obtains pursuant to this provision, and that it will use any such information solely to represent and/or assist the affected employee(s) with regard to the DHS matter. Recognizing the intent of the Article, the Employer will comply with legal authorities, including agents of the DHS only as it deems necessary and appropriate.

The Employer shall permit inspection of I-9 forms by DHS or DOL only after a minimum of (3) three

days written notice, or other such period of time as provided by law or where such inspection is otherwise in accordance with the provisions of this Section. The Employer also shall permit inspection of I-9 forms where a DHS search and/or arrest warrant, administrative warrant, subpoena, or other legal process signed by a federal judge or magistrate specially names employees or requires the production of I-9 forms. The Employer shall not provide documents other than the I-9 forms to DHS for inspection or reveal to the DHS the names, addresses or immigration status of any employees in the absence of a valid DHS administrative subpoena, a search warrant, or subpoena signed by a federal judge or magistrate, or where otherwise required by law, or it is otherwise deemed by the employer to be appropriate under the circumstances. To the extent legally possible, the Employer shall offer a private setting for questioning of employees by DHS.

**Reverification of Status.** No employee employed continuously on or before November 6, 1986, shall be required to document immigration status. The Employer shall not require or demand proof of immigration statuses, except as may be required by 8 USC 1324a (1)(B) and listed on the back of the I-9 form, or as otherwise required by law.

In the event of a sale of a business or its assets, the employer shall offer to transfer the I-9 forms of its employees to the new employer or, at the employer's option, to jointly maintain the I-9 forms of its employees with the successor employer for the period of three (3) years, after which the successor employee shall maintain said forms. The Employer shall not take adverse employment action against an employee based solely on the results of a computer verification of immigration or work authorization status.

**Social Security Discrepancies.** In the event that the employer receives notice from the SSA that one or more of the employee names and Social Security numbers ("SSN") that the employer reported on the Wage and Tax Statements (Forms W-2) for the previous tax year do not agree with the SSA's records, the employer will provide a copy of the notice to the employee and the Union upon receipt.

The Employee will be provided with an opportunity to address and correct the issue within 60 days or as otherwise allowed by applicable laws and regulations. The employer agrees that within the 60 day timeline, the employer will not take any adverse action against any employee listed on the notice,

including firing, laying off, suspending, retaliating, or discriminating against any such employee, solely as a result of the receipt of a no match letter or other discrepancy and will not require employees listed on the notice to bring in a copy of their Social Security card for the employer's review, complete a new I-9 form, or provide new or additional proof of work authorization or immigration status solely as a result of the receipt of a no-match letter, unless otherwise required to avoid risk of prosecution, and will not contact the SSA or any other government agency, solely as a result of a no-match from the SSA.

In the event the discrepancy is not resolved within the 60 days, the Employer may take any necessary action, including termination of employment, to correct the issue and avoid risk or liability to the employer. Such action will not be subject to the contractual grievance procedure.

**Seniority and Leave of Absences for Immigration Related Issues.** Upon request, employees shall be released for up to five (5) unpaid working days per year during the term of the Collective Bargaining Agreement in order to attend to DHS proceedings and any other related matters for the employee and the employee's immediate family (parent, spouse, and/or dependent child). The Employer may request verification of such leave.

The Employer shall not discipline, discharge, or discriminate against any employee because of national origin or immigration status, or because the employee is subject to immigration or deportation proceedings, except as required to comply with the law. An employee subject to immigration or deportation proceedings shall not be discharged solely because of pending immigration or deportation proceedings, so long as the employee is authorized to work in the United States.

In the event that an employee has a problem with their right to work in the United States, after completing their introductory or probationary period, the Employer shall notify the Union in writing, and upon the Union's request, agrees to meet with the Union to discuss the nature of the problem to see if a resolution can be reached. Whenever possible, this meeting shall take place before any action by the Employer is taken. In the event that an employee does not provide adequate proof that the employee is authorized to work in the U.S. following their probationary or introductory period, and their employment is terminated for this reason, the Employer agrees to immediately reinstate the employee to the former position if available, upon the employee providing proper work authorization within 12 months from the date of termination.

If the employee needs additional time, the Employer will rehire the employee into the next available opening in the employee's former classification, as a new hire without seniority, upon the employee providing proper work authorization within a maximum of 12 additional months. The Parties agree that such employees would be subject to a probationary period in this event.

The provisions in Article 8 on pro-rated vacations for terminated employees shall not apply to employees covered by this section.

**Limited-English Proficient Workers.** English is the language of the workplace. The Employer recognizes the right of employees to use the language of their choice when speaking amongst themselves during work hours provided that such conversations are conducted in a manner that is respectful of patients, patients, families, and other employees and is consistent with quality care.

Upon request of the employee, the Employer will allow the presence of another member of its staff, where such staff is available, to act as an interpreter for employees not fluent in English during any investigation interview that may lead to discipline or discharge. Where the Employer is unable to so provide an interpreter, the Union may provide an interpreter.

**Change of Status/Immigration.** On the day an employee becomes a U.S. citizen, the Employer will compensate the employee with a one (1) time paid personal day off, in recognition of the employee's citizenship.

#### **ARTICLE 4 - MANAGEMENT RIGHTS**

**4.1** The Union recognizes that the Employer must serve its patients with the highest quality of care, efficiently and economically, and address medical emergencies. Therefore, except to the extent abridged, delegated, granted, or modified by a provision of this Agreement, the Employer reserves and retains the responsibility and authority that the Employer had before signing this Agreement, and these responsibilities and control shall remain with management. It is agreed that the Employer has the sole and exclusive right and authority to determine and direct the policies and methods of operating the business, subject to this Agreement. It is agreed that the Employer has the sole and exclusive right and authority to determine and direct the policies and methods of operating the business, subject to this Agreement.

**4.2** The parties intend the following Management Rights language to satisfy all legal criteria

established by the NLRB to allow Employer to unilaterally make changes to specifically identified terms and conditions of employment. The parties agree that they discussed, to each party's satisfaction, the subjects in this Section during collective bargaining negotiations and that Union clearly and unmistakably expressly waived its right to bargain before Employer unilaterally changes the following enumerated subjects.

**4.3** Accordingly, during the term of the Agreement, except when such rights are specifically abridged or modified by this Agreement, Union with this grants Employer the right and authority to make changes unilaterally (i.e., without giving Union notice and an opportunity to bargain concerning the decision or impact of the decision) within the following subjects or terms and conditions of employment:

- To manage, direct and control its property and workforce;
- To conduct its business and manage its business affairs;
- To direct its employees;
- To hire;
- To assign work;
- To transfer;
- To promote;
- To layoff;
- To recall;
- To evaluate performance;
- To determine qualifications;
- To discipline;
- To discharge;
- To adopt and enforce reasonable rules and regulations;
- To establish and to effectuate existing policies and procedures including but not limited to a drug\alcohol testing policy and an attendance/tardiness control policy;
- To establish and enforce dress codes;
- To set standards of performance;
- To determine the number of employees, the duties to be performed, and the hours and locations of work, including overtime;
- To determine, establish, promulgate, amend and enforce personal conduct rules, safety rules,

and work rules;

- To determine if and when positions will be filled;
- To establish positions;
- To discontinue any function;
- To create any new service or process;
- To discontinue or reorganize or combine any department or branch of operations;
- To evaluate or make changes in technology and equipment. In the event employees request clarification on the application of new technology or use of new or different equipment, the Employer will meet and discuss the issues with the affected employees;
- To establish shift lengths;
- To either temporarily or permanently close all or any portion of its facility or to relocate such facility or operation;
- To determine and schedule when overtime shall be worked;
- To determine the number of employees required to staff the facility, including increasing or decreasing that number;
- To determine the appropriate staffing levels required for the facility, including increasing or decreasing that number; and,
- To determine the appropriate mix of employees, by job title, to operate the facility.

The parties recognize that the above statement of management responsibilities is for illustrative purposes only and should not be construed as restrictive or interpreted to exclude those prerogatives not mentioned inherent in the management function. All matters not covered by the language of this Agreement may be administered by the Employer on a unilateral basis, following such policies and procedures as it from time to time shall determine.

**No Waiver.** The Employer's failure to exercise any function or responsibility hereby reserved to it, or its exercising any function or right in a particular way, shall not be deemed a waiver of its responsibility to exercise such function or responsibility, nor preclude the Employer from exercising the same in some way not in conflict with this Agreement.

**Employer Handbook.** The terms and conditions of employment set forth in the prevailing Employer's Employee Handbook shall govern the employment of employees covered by this Agreement when such Handbook's policies do not directly conflict with any express provision of this Agreement. It is understood that the Agreement's provisions shall govern in the event of any conflict. Following

ratification of this Agreement, the Employer will provide the Union with a copy of any subsequent change to the Employee Handbook and the Union shall have the right to grieve any such change that directly conflicts with an express provision of this Agreement. The Employer shall continue to update the Union with changes to the Employee Handbook. The Union reserves the right to grieve any new policies, which in the Union's view, conflicts with the CBA. The Union must file a grievance within 30 days of the Union receiving written or electronic notice of the changes.

Supervision and Work Assignments. Employees shall work as directed by supervisory personnel. The Employer reserves the right to establish the number of employees and the work methods necessary to perform any activity, in compliance with the Collective Bargaining Agreement and State and Federal law.

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

**5.1 Professional Courtesy and Behavior.** The Employer and the Union agree to encourage everyone, regardless of position or profession, to perform in an efficient, courteous, and dignified manner when such individuals interact with fellow employees, facility patients, and visitors. The Employer and the Union agree that all facility employees, managers, and Union representatives will treat each other with dignity, respect, and courtesy. For the purpose of typical labor relations (such as disciplines, the grievance process, LMCs etc.) neither Party shall circulate, or cause to be circulated, any charge or report that is designed to bring another Party into public disrepute or otherwise adversely affecting the integrity, credibility or reputation of such Party. This clause does not require the Union or the Employer to monitor social media posts of bargaining unit and non-bargaining unit staff.

a. **Bullying.** The Employer and the Union agree that behaviors that harm, intimidate or coerce vulnerable individuals can contribute to a hostile work environment. Examples of such behavior include, but are not limited to:

- i. Intimidating messages, in various forms, including written, oral, social media, etc.
- ii. Obscenities, profanities or vulgar verbal, written comments, images, or gestures, directed at another person.
- iii. Degrading and/or targeting a person or group on the basis of a personal, cultural and/or individual characteristics.

**5.2** The Parties agree that such behaviors cannot be allowed in the workplace. The Parties further acknowledge that routine efforts to manage employee performance, conduct performance reviews

and administer Corrective Action (Disciplinary Action) do not constitute prohibited behaviors. Neither the Employer's rights nor the Union's rights in this CBA or under law shall be abridged by this contract provision.

a. **Union Representatives Access.** The Union will furnish the name of the Union representatives to the Employer. Union representatives shall have access to the facility for the purposes of conferring with the Employer, Union Stewards, and/or bargaining unit members, and for the purpose of administering this Agreement. The Union shall provide 24 hours advanced notice of access via email or text message to the facility Administrator prior to entry to the building. The Administrator may deny access in an emailed response or text message, in the event Union representatives do not provide advanced written notice more than 24 hours prior to entry or under extreme circumstances such as state survey, or contagious illness in the facility. If the Administrator does not provide a written response, the Union representative will not be prohibited from accessing the facility. If the facility visit is in relation to filing of an employee's grievance or the investigation of a potential grievance, the Union representative shall have immediate access to the Employer's premises. Upon entering the facility, the Union representative shall notify the Administrator, or his/her designee, of the representative's presence in the facility. Union representatives shall confer with employees during the employee's non-working time in the employee break room and other non-work areas.

b. **Union Information.** The Employer will:

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

c. **Union Stewards.** The Union shall designate Union Stewards and notify the Employer in writing as to who the Stewards are and any new Stewards or any change in the status of existing Stewards. The Union Stewards' performance of Union work shall not interfere with the operation of



the facility nor the performance of an employees' job duties. A Union Steward shall receive their base rate of pay for time spent processing grievances and representing Bargaining Unit Employees in meetings with the Employer during Stewards' scheduled hours of employment. A Union Steward shall also receive their base rate of pay for time spent representing Bargaining Unit employees in all meetings where the Employer requested that the Steward process a grievance or represent a Bargaining Unit Employee outside of the Stewards' scheduled hours of employment. In no case shall the Employer be required to pay more than one (1) Steward at a time for such work. A Union Steward may communicate with Union Representatives while on work time, in private if requested, not to exceed ten (10) minutes per shift. Such communication shall not interfere with patient care. If Bargaining Unit Employees request time off to attend Steward training, the Employer will make every reasonable effort to approve such requests in consideration of operational needs. Bargaining Unit Employees requesting time off to attend Steward training will make every reasonable effort to comply with Employer's policy for requesting time off.

d. **New Union Member Orientation.** Each month, the Employer will provide the Union Stewards in each facility with the names of all employees newly hired into bargaining unit job classifications. The Employer shall provide thirty (30) minutes of paid time for both a Union Steward and the new employees to conduct a New Union Employee Orientation (NUEO). The NUEO shall occur in an Employer-provided room. If Union access is restricted on the day of the orientation (as during viral outbreaks or state surveys), then the Employer shall make the Union Steward and new employees available to meet virtually. The Union is responsible for setting up virtual services, such as a virtual conference line meeting. Such Union Orientations will be mandatory for all Bargaining Unit Employees within their first month of hire.

e. **Daily Stipend for Joint Lobby Days.** The Employer will designate two (2) days per calendar year to grant leave time for employees participating in lobby days approved by the Labor-Management Coalition for Quality Care or Avamere. The Union and the Employer may, upon mutual agreement, establish additional days. The Employer will make every reasonable effort to release employees, as designated by the Union for lobby days, considering operational needs. Additionally, the Employer agrees to pay up to two (2) bargaining unit employees per facility a fifty dollar (\$50) daily stipend when such employee(s) incurs lost wages for time spent in conjunction with such approved lobby days. The stipend will be paid in the qualified employee's regular paycheck subject to all payroll rules. The Employer can alternatively select more than two (2) employees per facility if operational needs allow and the total number of employees participating company-wide does not exceed the overall total of up

to two (2) employees per facility. The Union will identify and select the employees eligible for the stipend within the framework above and verify such employee's lobby day participation at the approved event.

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

g. **All Staff Meetings.** When the Employer holds its regularly scheduled All Staff Meetings at the facility, a Union Representative and/or Union Steward shall be given the opportunity to address the Bargaining Unit for up to 10 minutes. Avamere may limit this time for extraordinary circumstances such as viral outbreaks and state surveys.

## **ARTICLE 6 - PROBATIONARY BARGAINING UNIT EMPLOYEES**

**6.1 Probationary Period.** New Bargaining Unit Employees shall be on probation for ninety (90) calendar days from their date of hire.

**6.2 Retainment of New Hires.** The employer will conduct a performance assessment meeting sometime between the thirtieth (30<sup>th</sup>) and Sixtieth (60<sup>th</sup>) day of an employee's probationary period. The employee's supervisor will review the employee's performance in an effort to identify the skills and behaviors to be improved so that the employee can successfully continue employment beyond the probationary period. The supervisor will confer with the relevant employee Preceptor and/or trainer for input into the probationary employee's performance assessment.

**6.3 No Just Cause During Probationary Period.** At any time during or at the end of the probationary period, the Employer may discharge any probationary Bargaining Unit Employee at will and such discharge shall not be subject to the grievance and arbitration provisions of this Agreement.

## **ARTICLE 7 - TEMPORARY BARGAINING UNIT EMPLOYEES**

**7.1 Temporary Bargaining Unit Employees.** Temporary Bargaining Unit Employees may be hired where the Employer reasonably perceives at the time of the hiring that the work will be of a temporary nature, to meet minimum staffing levels, to replace Bargaining Unit Employees on vacation or leave of absence, to avoid the use of an external employment agency or to address an emergent staffing need within a facility. In the event that the Employer employs temporary Bargaining Unit

Employees to address staffing needs, the Employer will immediately notify the Union.

**7.2 Length of Service.** Temporary Bargaining Unit Employees may be hired for up to four hundred and eighty (480) hours or twelve (12) weeks, whichever is less. Any Temporary Bargaining Unit Employee working consistently at any single facility for four hundred and eighty (480) hours or twelve (12) weeks will become a regular Bargaining Unit Employee. The Union should be notified when temporary Bargaining Unit Employees are hired. If a temporary Bargaining Unit Employee is hired to replace an employee on leave of absence, the four hundred and eighty (480) hours or 12 weeks may be extended for the length of the approved leave of absence. Non-paid volunteers and non-paid interns earning school credits shall not be considered Bargaining Unit Employees, temporary or otherwise, and are not subject to this Agreement.

**7.3 Union Representation.** Temporary Bargaining Unit Employees shall not be covered by any of the terms of this Agreement and shall be treated for all purposes as outside of the Bargaining Unit and as unrepresented Bargaining Unit Employees. If a temporary employee is hired into a permanent position, their seniority shall be retroactive to their date of hire as a temporary employee.

**7.4 Permanent Bargaining Unit Employee Return Rights.** If a permanent Bargaining Unit Employee fills a temporary position, the employee will continue to be covered by the terms of this agreement. The employee may return to the prior position when the temporary position ends if the prior position is available. If the prior position is not available, that employee shall be returned to an available position, for which the individual is qualified, equal in wage.

## **ARTICLE 8 – SENIORITY**

**8.1 Definition of Seniority.** A Bargaining Unit Employee's seniority shall be defined as the length of time the employee has been employed at a facility covered by a collective bargaining agreement between the Employer and the Union. If a Bargaining Unit Employee voluntarily or involuntarily (not including termination for just cause) moves to another facility, the Bargaining Unit Employee shall keep their seniority. The Employer and the Union agree that in all cases of transfer, layoff, recall, vacation preference and shift or schedule change; seniority shall be determinative if a selection among employees is required. This Definition of Seniority shall in no way modify the existing concept that shifts and vacation preference should be on a "first come, first serve basis" unless the requests are put in at the exact same moment in time.

### **8.2 Accrual of Seniority.**

1. Accrual of seniority begins upon a Bargaining Unit Employee's successful completion of the

probationary period and is retroactive to the employee's date of hire.

2. Seniority shall cease to accrue but shall not be lost in the event of a Layoff or leave of absence longer than three (3) months.
3. A Bargaining Unit Employee's seniority shall be lost in the event of: discharge for just cause; failure to return to work upon expiration of an authorized leave of absence; Layoff in excess of twelve (12) months; voluntary resignation or retirement; unless the Bargaining Unit Employee is hired and relocated to another Avamere Facility covered by this Agreement within three (3) months of a voluntary resignation.

**8.3 Layoff.** No layoff, position elimination, or reduction in force shall result in a Bargaining Unit Employee's reduction in wages or loss of bumping rights. No Layoff shall be implemented without:

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

**8.4 Reduction of Hours.** During temporary periods of low census, the Employer shall reduce hours in the following manner:

1. The Employer may eliminate full shifts. The Employer may also shorten the length of the work shift of one or more Bargaining Unit Employees per department, per shift.
2. The Employer shall first ask for volunteers who wish to reduce their hours. If there are multiple volunteers, then the Employer will accept volunteers in rotating seniority order, starting with the most senior employee on the shift.
3. If there are no volunteers, and the Employer is going to cancel a full shift or reduce hours, the Employer will cancel shifts or reduce hours for agency staff, float pool, and temporary staff who are qualified to perform bargaining unit work before bargaining unit employees. If the Employer needs to reduce additional hours that include bargaining unit employees, then the

Employer will reduce hours in rotating seniority order, starting the rotation with the least senior employee working the shift and progressing to the most senior employee on that shift. A Reduction in Hours shall not be considered a Layoff as defined in Section 8.3, Layoff.

4. Bargaining Unit Employees who volunteer to reduce their hours or who have had their hours reduced have the option of using Paid Time Off, if the Bargaining Unit Employee has accrued Paid Time Off. If the Bargaining Unit Employee chooses not to use available Paid Time Off, then the Bargaining Unit Employee will not be paid for time not worked.
5. No Bargaining Unit Employee will lose eligibility for benefits because of hours reductions that take place, voluntarily or involuntarily, unless the Bargaining Unit Employee is scheduled (on the posted monthly schedule) for an average of less than (30) hours per week for more than (2) consecutive pay periods or as current practice allows.
6. If the hours reduction at a facility persists for thirty (30) or more calendar days, then the Employer shall provide notice to the Union of this situation via an email sent to nursinghomes@seiu503.org. Upon request, the parties shall meet to discuss the impacts of the reduction at the Statewide Labor Management Committee.

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

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

1. Recall rights shall last for eighteen (18) months.
2. Bargaining Unit Employees with recall rights are called "Recallables."
3. The Employer shall notify any Recallable(s) in writing of the Recallable(s)' option to return to employment no less than seven (7) calendar days prior to when the Employer desires that the recallable Employee(s) return to employment.
  - a) The Recall notice shall be in the form of Appendix B of this Agreement. In the event the Employer sends a recall notice, the Employer will immediately notify the Union. Recallables shall have twenty-four (24) hours from receipt of the Recall Notice sent by registered mail to indicate unequivocally that the Recallable will return to employment ("Yes Notice").
  - b) If the Recallable fails to provide the Yes Notice, then that Recallable has irredeemably waived Recall rights.

## **ARTICLE 9 - ASSIGNMENTS & JOB POSTINGS**

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

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

**9.3 Filling Job Vacancies.** When a vacancy in a bargaining unit job occurs, the following principles shall apply in the following order:

1. All vacancies and new positions in the bargaining unit shall be posted for a minimum period of seven (7) calendar days. Postings shall include classification, shift, and rate of pay. "Posted" or "Postings" may include use of an internet or other computer-based job posting and/or screening system but must include a physical posting in the facility next to the facility's time clock or another mutually agreeable location that includes the date written on the notice that the posting was posted.
2. The Employer will offer the vacancy to qualified bargaining unit applicants received in the initial five (5) day posting. The position will be offered to the bargaining unit applicant with the most seniority at the facility provided that applicant is qualified for the position. If that Bargaining Unit Employee decides not to accept the position, then the vacancy will be offered to the next most senior applicant, and so forth until the pool of bargaining unit applicants is exhausted, or the vacancy is filled.
3. If not filled by a qualified Bargaining Unit Employee applicant, the Employer may then offer the position to a person outside the bargaining unit if that person is qualified. Union Stewards may post the position at any other Avamere facility covered by this Agreement. Bargaining Unit Employees at such facilities shall have the same opportunity to apply for the vacancy or new position as other non-bargaining unit applicants.

**9.4 Scheduling Rights.** Avamere shall maintain a printed, written schedule at each facility that employees can check at any time.

**9.5 Schedule Changes.** The Employer has the right to, upon fourteen (14) days' notice, change the shift, workdays, or schedule of a Bargaining Unit Employee. If, prior to the fourteen (14) day period, the Bargaining Unit Employee represents in writing to the Employer that the Bargaining Unit Employee will not be able to meet the Employee's child or family care arrangements with the directed change, then the Bargaining Unit Employee will have a total of thirty (30) days from the date the Bargaining Unit Employee was informed of the change by the Employer in order to make that change. "Family care" shall mean the care of a child, parent, grandparent, or sibling, or the step relations of any of these persons, or care of a spouse or Domestic Partner as defined in Article 14 of this Agreement.

## **ARTICLE 10- HOURS, OVERTIME AND SCHEDULES**

**10.1 Full-Time, Part-Time, On-Call Status.** 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. 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. On-Call is defined as employees who are not scheduled. 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.

**10.2 Hours of Work.** This entire Section applies to all bargaining unit employees. The Employer in its discretion shall determine the number of regular work week and regular workday shifts needed, their starting and ending times, the number of employees within the classification required to staff each regular work week and regular workday shift which have been so scheduled, and the assignment of employees to said shifts. The regular work week and regular workday shifts set by Employer shall not be construed as a guarantee to an employee of any specified number of hours of work either per day or per week or as limiting the right of the Employer to fix the number of hours (including overtime) either per day or per week for an employee.

The Employer and all employees understand that state law requires a nursing home to make patient

service needs the primary consideration in determining the number and categories of nursing personnel needed to provide care to the Facility's patients. As such, the Employer's decisions about staffing will be driven by specific acuity and patient needs. The Employer will customize its decisions about patients' needs and workflow specifically for the facility, remaining flexible as the patient population, acuity, and total census change. The Employer will use its best efforts to ensure that sufficient staff is available to address the specific needs of their unique patient population based on the facility assessment and patient acuity levels.

The Employer will use the Facility Assessment, as required by CMS, to determine and monitor whether their staffing needs to be set above the minimum staffing standards based on patient acuity and individual care needs. The Employer is committed to continued examination of its staffing thresholds, including work to review quality and safety data resulting from implementing its staffing thresholds, as well as robust engagement with the caregivers responsible for meeting the individual care needs of their assigned patients. Employees who believe they cannot effectively complete their assigned workload will bring their concerns to their supervisor. The supervisor or designee will assess the workload and work with the employee to ensure that the Facility's patients' care needs are met. Employees with more generalized facility staffing or workload concerns are encouraged to discuss such facility-wide matters at the LMC meetings described in Article 22.

If an employee is absent, the Employer will use its best efforts to replace the position by calling an on-call list. When an employee is absent and their hours are not replaced, the Employer will utilize its best efforts, based on the facility assessment, census, and patient acuity, to distribute the workload equitably among the employees in the work unit so that no undue hardship will be placed upon any individual worker. Alleged violations and actual violations of Article 10.2 are not subject to this Agreement's Grievance and Arbitration provisions (Article 20). They are best resolved through timely communication with the Employee's supervisor and LMC meeting discussions.

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

**10.4 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.



**10.5 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.

**10.6 Avoiding Interruption to Scheduled Breaks.** Bargaining Unit Employees shall not be called back to work during their breaks except in cases where patient 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.

**10.7 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 10.8 of this Article, or
2. Reductions in hours are necessary pursuant to Article 8- Seniority, Section 8.4-Reduction of Hours.

**10.8 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; LPNs who regularly work over 8 hours in a shift shall be paid the extra voluntary shift premium for all hours worked 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 patient 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.

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

**10.10 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.

**10.11 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.

**10.12 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.

**10.13 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.

**10.14 CMA Staffing.** CMAs shall not be assigned patients 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 patients, if conditions allow. CMAs cannot be assigned patients and passing medications at the same time as is prohibited by state law.

**10.15 Pearl at Kruse Way Memory Care.** If the Employer is unable to schedule sufficient staff to safely attend to patient 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):

- a. Step 1 - Offer the open shift to all eligible employees (such as caregivers, CNAs etc)
- b. Step 2 - Non bargaining unit personnel, 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.** Patient Case Manager LPNs are exempt employees as defined by the Fair Labor Standards Act (FLAS) and are paid on a Salary Basis.

**10.17 Resignation Notice.** Upon an employee giving their supervisor, a written resignation notice of two (2) or more weeks, the employee will be eligible to receive payment for all accrued, unused PVL per Article 13.11. Also, the Employer will either allow the employee to complete their remaining work schedule or immediately accept the resignation and compensate the employee for the next two (2) weeks of their remaining work schedule. Suppose a CNA resigns in the third week of the month and is currently only scheduled to work the month's final week (i.e., the first week of the two-week notice). In that case, if the Employer accepts the CNA's resignation immediately, the Employer will compensate the CNA for their scheduled shift(s) in the first week of notice and then project the second week's notice pay compensation based upon an average of the CNA's scheduled and worked shifts during the past six (6) weeks.

## 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 2<sup>nd</sup> shift) or night (NOC or 3<sup>rd</sup> 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 (\$40) per month to be paid starting on the first payday after the employee's anniversary date.

**11.6 Incentive Programs.** The Employer may, without acting in a manner resulting in individual favoritism within a job class, implement, modify, or eliminate incentives to hire new employees, retain current employees, motivate employees to work as needed, encourage safe working practices, or for any other business reason, as long as the incentive program(s) was not specifically bargained for in this CBA.

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

**11.8 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. The Union and the Employer agree that this Experience Credit Grid will be effective upon ratification. The Union and the Employer shall develop mutually agreed process to verify that every bargaining-unit employee is placed at the correct step of the wage table. This process must be coordinated at a senior Union and Employer level. It is not in the interest of either Party for individual employees to negotiate their current step level with their facility administrator.

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 or the earlier equivalent by a different state (e.g., if licensed by California as an LVN before an Oregon LPN, then credit the California years of experience as well). 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 shall be placed on step 4 of the LPN wage scale. For example. An LPN with 5 years of work experience as an LPN, 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.

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

result of the promotion.

**Experience Grid**

Position	Same Position Within Avamere	Same Position Within Longterm Care	Same Position Outside of Longterm Care	Other Experience within Avamere	Other Experience Outside of Longterm Care
CMA	100%	100%	50%	100% (CNA)	50% (CNA)
RA	100%	100%	50%	100% (CNA)	50% (CNA)
CNA / CNA2	100%	100%	100%	100% (CareGiver)	50% (CareGiver)
LPN*	Avamere counts 100% of licensed LPN experience.			NA	NA
Cook	100%	100%	50%	100% (Dietary Aide)	50% (Dietary Aide)
Dietary Aide	100%	100%	50%		
Reception	100%	100%	50%		
Activities Assistant / Bus Driver	100%	100%	50%		
Housekeeping Laundry	100%	100%	50%		
Maintenance Assistant	100%	100%	50%		

**11.9 Wage Scales and COLAs.** All bargaining unit employees shall be paid according to Appendix C: Wage Scales effective the first full pay period following ratification of this Agreement. Each year, on an employee’s work anniversary date, the employee will move to the next higher step on the wage scale within their job classification. Any employee currently at their wage scale’s top step or with base pay above the top step shall receive a three percent (3%) wage increase to their base pay each October 1<sup>st</sup> during this Agreement. Regardless of this Agreement’s ratification date, the Employer’s 2024 wage scale changes will be applied retroactively to October 1, 2024.

**SEIU 503 & Employer Wage Scale Effective 10/1/24 – 9/30/25** See new Appendix C, Wage Scales for updated scales.

**11.10 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.

### **11.11 Determination of Annual Economic Package Spent on Bargaining Unit Employee**

#### **(“BUE”) Compensation and Benefits Changes.**

- 1. Shared Commitment to Fund BUE’s Compensation/Benefits with Annual Medicaid Daily Rate Increases.** The Employer and Union agree to work together to address legislative matters affecting the quality of care and services provided to nursing facility patients. The Parties will use their best efforts to maintain the nursing facility’s Medicaid reimbursement system and ensure annual rebasing of the Nursing Facility Basic Daily Rate as necessary to deliver optimal increases to the BUE’s compensation and benefits under this Agreement. At a minimum, the Parties shall advocate as needed to produce an annual Net Basic Daily Rate Increase (“NBDRI”) that funds the BUE’s annual wage scale step increase.
- 2. Calculation and Application of BUE’s Annual Economic Formula for CBA’s First Year.** The Parties used the ODHS Rate Schedule’s July 1, 2024, Nursing Facility Basic Daily Rate of five hundred eighteen dollars and twenty-two cents (\$518.22) and Provider Tax of thirty-seven dollars and sixty-eight cents (\$37.68) to identify the 2024 NBDRI of thirty-six dollars and forty-one cents (\$36.41). The Parties then multiplied the 2024 NBDRI by five point twenty-five cents (\$0.0525) to determine the 2024 Annual Economic Package (“AEP”) of one dollar and ninety-one cents (\$1.91). This calculation converted the daily rate into an hourly rate increase that, when multiplied by the Employer’s aggregate BUE work hours for the past twelve (12) months, represents the approximate cost of the Employer’s AEP to be spent on the CBA’s first-year BUE compensation and benefit changes. The Parties used their best efforts to quantify BUE hourly rate pay-for and credits, projected over the CBA’s first year, in Excel spreadsheets accompanying the Annual AEP Workbook titled “Avamere’s 2024-2028 AEP

Workbook" which documents how the Parties applied the 2024 AEP.

The Parties engaged in collective bargaining to agree on the following BUE Compensation/Benefit pay-for that is offset from the portion of the 2024 AEP applied to BUE wage scale increases:

- a. **3<sup>rd</sup> Year of Prior CBA:** The parties agree that there are no BUE pay-fors to apply from the prior CBA year.
- b. **Mandatory Scale Step Increase:** BUE hourly cost of seventy-four cents (\$0.74) to pay for each BUE's mandatory wage scale step increase effective on each BUE's work anniversary date (See Article 11.9). Note that the wage scale steps are not uniform and therefore the amount above is based on the weighted average hourly step increase rate.
- c. **January 1<sup>st</sup> Employer's BUE Health Insurance Premium:** BUE hourly cost of eleven cents (\$0.11) to pay for a January 1, 2025, BUE health insurance premium increase of six percent (6%) (See Article 26).
- d. **Shift Differential Increase:** The parties agree to not change the current CBA's shift differentials (See Article 11.3).
- e. **Extra Shift Bonus:** The parties agree to not change the current CBA language for "extra voluntary shift premium" per Article 10.8.4.
- f. **Additional Paid Sick Leave or Vacation Accrual:** BUE annual hourly cost of sixty-nine cents (\$0.69) to fund the increase in total PSL and PVL effective January 1, 2025 (See Article 13) that will constitute a one-time pay-for against the 2024 AEP and not be carried forward into any future AEP year.
- g. **Paid Holidays:** The parties agree to not change the current Holiday benefit described in Article 12.
- h. **Other Negotiated Nonwage-scale Compensation or Benefit Change:** BUE annual hourly cost of \$0.08 to pay for an increased employer match for the BUE's 401k benefit.

The Parties engaged in collective bargaining to agree on the following BUE Compensation/Benefit cost reduction credits that were added to the portion of the 2024 AEP applied to BUE wage scale increases:

- a. **January 1<sup>st</sup> Employee's Health Insurance Cost Increase:** Starting

January 1, 2025, employees will pay a BUE cost increase of one point two cents (\$0.012) to the Employer and it will be credited toward the 2024 AEP available for BUE wage scale increases (See Article 26).

b. **Other Negotiated Nonwage-scale Compensation or Benefit Change:**

The parties agree that there are no additional non-wage scale compensation or benefit changes that apply as a BUE credit to the 2024 AEP.

After applying the foregoing BUE pay-fors and credits to the 2024 AEP and documenting them in Avamere's 2024-28 AEP Workbook, the Parties agree that thirty-one cents (\$0.31) remain to fund an October 1, 2024, increase in BUE's wage scales. Nonetheless, the Employer has agreed to spend seventy-four cents (\$0.74) to pay-for an Article 11.9 three percent (3%) increase to the Employer's wage scales consistent with the "Avamere WS Increase" spreadsheet supporting the "Avamere's 2024-28 AEP Workbook" (incorporated here by reference). As such, the 2024 AEP for the first year of this Agreement is two dollars and thirty-four cents (\$2.34).

3. **AEP Calculation and Application in the CBA's Second Year:** Unless the Parties amend this Agreement to establish a different methodology to calculate and apply the 2025 AEP, they will continue the approach described for the 2024 AEP using 2025 data as follows:

- a. The Parties will enter the July 1, 2025, Nursing Facility Basic Daily Rate and Provider Tax in the Employer's 2024-2028 AEP Workbook to calculate the NBDRI and AEP effective October 1, 2025.
- b. The Parties will deduct the hourly amount of the mandatory wage scale step increase from the 2025 AEP.
- c. The Parties will calculate the BUE pay-for and credit caused by a January 1, 2026, increase in the health insurance premium, if any, and apply them to the remaining 2025 AEP.
- d. The Parties will meet and confer, as requested by a Party, to determine

whether the other Party will agree on any additional BUE pay-fors and credits applicable to the second year of the CBA.

- e. The Parties agree to apply all remaining 2025 AEP as a uniform increase to each job classification's wage scale unless they agree to spend at least an equal amount on non-uniform wage scale increases by job classification.
- f. If the above process spends more 2025 AEP than available, the remainder will constitute a "mutually agreed BUE pay-for since last economic package allocation" when the Parties calculate the 2026 AEP.
- g. The Parties will document the 2025 AEP calculation and application in the Employer's 2024-28 AEP Workbook, adding additional supporting spreadsheets (e.g., the 2025 health insurance premium cost quantification and the 2025 BUE wage scales).

4. **Calculation and Application in the CBA's Third and Fourth Year:** Unless the Parties amend this Agreement to establish a different methodology to calculate and apply the 2026 AEP or 2027 AEP, they will continue the approach described for the 2025 AEP using 2026 and 2027 data respectively. Suppose the available 2026 AEP is negative after applying all the 2026 BUE pay-fors. In that case, the Parties agree that the remainder will constitute a "mutually agreed BUE pay-for since last economic package allocation" when they calculate the 2027 AEP or its equivalent.

**11.12 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 Annual Hourly Wage Increase(s) that would otherwise occur on the first following October 1<sup>st</sup> (e.g., a wage scale step increase or wage scale increase consistent with the 2025, 2026, or 2027 AEP described in Article 11.11). As such, any OSWI(s) will be offset from the Employer's subsequent annual increases to the same

job 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.

**11.13 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.

## **ARTICLE 12 - HOLIDAYS AND PERSONAL DAYS CCL**

**12.1 Holidays.** The following days shall be paid holidays:

New Year's Day,

Memorial Day,

Independence Day,

Labor Day,

Thanksgiving Day, and

December 25<sup>th</sup> (Christmas) Day.

Upon written request with reasonable notice, a Bargaining Unit Employee may substitute one other day for either Memorial Day, Independence Day, or Labor Day, in which case, that otherwise holiday shall not be considered a holiday for that Bargaining Unit Employee. 'Reasonable notice' shall mean no less than thirty (30) days' notice.

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

**12.3 Premium Pay on Holidays.** If a Bargaining Unit Employee works on a Holiday, the employee will receive double their regular rate of pay for all hours worked on the Holiday. However, in order to receive two times the regular rate, the Employee must work their scheduled holiday shift, the scheduled shift immediately prior to the Holiday shift, and the employee's scheduled shift immediately after the holiday shift.

**12.4 Holiday Hours.** For the purposes of this article, 'holiday' is defined in twenty-four (24) hour increments. For example: for a shift beginning at 10:00 pm on December 24 and ending at 6:00 am on December 25<sup>th</sup>, a Bargaining Unit Employee will receive their regular rate of pay for the first two (2) hours of the shift and holiday pay for the last six (6) hours of the shift.

**12.5 Work on a Holiday.** Except where stated in Section 12.1 of this Article, if a bargaining-unit employee does not work on a holiday, the employee shall not receive pay.

**12.6 Paid Personal Day.** Regular full time and regular part time employees shall be entitled to one paid personal day per year. This benefit shall be pro-rated for part time employees. Employees must have completed their probationary period to be eligible for a personal day. Personal days shall be scheduled by mutual agreement between the Employer and employee.

**ARTICLE 13 - PAID TIME OFF**

Bargaining Unit Employees shall be entitled to paid time off each year (in addition to holidays and specific leaves described in Article 14- Additional Paid Leave), pro-rated for part time employees. The Parties will continue the paid time off benefit under Articles 13.1 through 13.9 until midnight of December 31, 2024. Thereafter, the Employer will implement a separate paid vacation and sick leave benefit for employees to earn paid time off benefits according to Article 13.10.

**13.1 Accrual.** The “year” refers to each Bargaining Unit Employee’s individual employment year dating from their hiring. The end of each Bargaining Unit Employee’s year is their “Anniversary”.

Paid Time Off will accrue on a per pay period basis as follows:

<b>Length of service</b>	<b>Per Pay Cap</b>
After 90 days	2.50 hours
13-60 months	4.17 hours
61-120 months	5.83 hours
121-180 months	7.50 hours
181+ months	9.00 hours

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

<b>Length of service</b>	<b>Full-time Annual Accrual</b>
After 90 days	60 hours
13-60 months	100 hours
61-120 months	140 hours
121-180 months	180 hours
181+ months	216 hours

**13.3 PTO Cap Process.** Bargaining Unit Employees shall accrue PTO on an ongoing basis from their date of hire but once a Bargaining Unit Employee reaches the cap, the employee shall not be permitted to accrue any additional PTO until they have used PTO such that their PTO drops below the cap.

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

**13.5 PTO and Termination of Employment:**

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



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

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

**13.8 Calling Out Sick.** Bargaining Unit Employees shall not be required to find their own replacements if they use paid leave or if they use unpaid leave when they call out sick.

**13.9 Leaving Work Early Due to Illness.** A Bargaining Unit Employee who leaves work early due to illness or a personal emergency may use PTO for the hours of their scheduled shift(s) that were not worked.

**13.10 PTO to Paid Sick Time and Paid Vacation Time.** Effective January 1, 2025, the Employer will end the foregoing PTO benefit described in Articles 13.1 through 13.9. and replace it with the following Article 13.11 Paid Sick Leave (PSL) and Article 13.12 Paid Vacation Leave (PVL) programs as described below.

**13.11 Paid Sick Leave.**

**Sick Leave Frontloading.** The Employer shall comply with the Oregon Sick Leave Law (OSLL). On January 1<sup>st</sup>, 2025, the Employer shall convert up to 40 hours of accrued, unused PTO into Paid Sick Leave (PSL) for all full-time and part-time employees.

If an employee has less than 40 hours of unused PTO as of January 1<sup>st</sup>, 2025, the balance of PTO will be converted to PSL and the employee will begin to accrue PSL in accordance with the OSLL. Employees will accrue 1 hour of PSL for every 30 hours worked, up to a maximum of 40 hours per year.

New bargaining unit employees hired after January 1<sup>st</sup>, 2025 shall begin to accrue Sick time in accordance with the OSLL. All bargaining unit employees will accrue 1 hour of PSL for every 30 hours worked, up to a maximum of 40 hours per year.

**Sick Leave Use.** Sick leave may be used for any allowable reason under the OSLL. When

used by an employee for an appropriate purpose, paid sick leave will be paid at an employee's regular, hourly base rate of pay. Employees may use PSL in increments of 15 minutes or more for qualifying reasons. If an employee uses PSL for more than three consecutive scheduled workdays, the Company requires documentation from a licensed health care provider, validating that the employee is absent for a qualifying reason and is able to return to work. The employee will have fourteen (14) calendar days in which to provide the required documentation.

Per OSLL, paid sick leave is protected time during which an employee is permitted to be absent from without disciplinary consequences or a reduction in benefits.

**Paid Sick Leave Rollover.** As is permitted by the OSLL, up to forty (40) hours of paid sick leave may be rolled over from year to year, for a maximum sick leave accrual of eighty (80) hours per year.

**Exhaustion of Paid Sick Leave.** A Bargaining Unit Employee who must be absent from work for any reason that may have qualified for use of PSL but who has exhausted PSL, may use accrued PVL hours to continue compensation for the scheduled shift(s) that were not worked.

**Calling Off From Scheduled Work.** Bargaining Unit Employees shall comply with the Employer's notification requirements, to inform the Employer of an absence from scheduled work. If an employee uses PSL consistent with OSLL, that employee may not be disciplined for using such PSL in violation of the Employer's worksite attendance and notification requirements. Bargaining Unit Employees shall not be required to find their own work schedule replacement when they use PSL or other unpaid leave for a qualifying reason.

**Sick Leave Cash Out and Termination of Employment.** PSL has no cash value and may

not be “cashed out” or paid out at the time of termination of employment for any reason.

**Paid Leave Oregon.** The Employer shall comply with the provision of Paid Leave Oregon (PLO).

**13.12 Paid Vacation Leave.**

Effective January 1, 2025, after first converting up to forty (40) hours of accrued, unused PTO into PSL per Article 13.11., the remaining PTO balance, if any, shall be converted into the new Paid Vacation Leave (PVL) benefit.

**Paid Vacation Leave Accrual.** PVL shall be accrued on the schedule below for full-time and part-time employees. Employees may use accrued PVL time after completion of the 90 day probationary period. If an employee separates employment prior to the end of the 90 day probationary period, any accrued PVL will be forfeit and will not be compensable upon separation. Temporary and on-call employees do not accrue PVL.

<b>Years of Service</b>	<b>Hourly PVL Accrual Rate</b>
0 – 3 years (0 through 36 months)	0.0769 per hour worked
4 – 9 years (37 through 108 months)	0.0961 per hour worked
10+ years (109 months and more)	0.1153 per hour worked

PVL will accrue on all hours worked, including overtime hours. PVL accruals shall be capped in accordance with the schedule below:

<b>Years of Service</b>	<b>Maximum Accrual</b>
0 – 3 years	160 hours
4 – 9 years	200 hours
10+ years	240 hours

**PVL Availability for Use.** PVL shall be clearly shown on an employee’s pay statement.

**PVL Approval Process.** If PVL is requested in advance, the Employer will approve or deny

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

**PVL Cash Out. Full and part-time** employees may request to cash out accrued PVL four (4) times per year on the second pay date of February, May, August and November. Requests must be approved by the employee's Administrator and submitted to Payroll by the 5<sup>th</sup> of the month, to be paid out with the payroll on the 25<sup>th</sup> of the same month. Employees must have a minimum balance of eighty (80) hours of accrued PVL to request a cash out. Employees must cash out a minimum of twenty (20) hours of PVL and may cash out a maximum of eighty (80) hours of PVL per request. To be eligible to cash out PVL hours, the employee must be a regular status employee and have been employed by Employer continuously for one year (12 month).

### **PVL and Resignation of Employment.**

**Resignation:** Once an employee gives their supervisor a written notice of resignation, PVL may not be used during the notice period unless it was already approved for use prior to the day that written notice was given to the supervisor or for PSL consistent with the OSLL.

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

## **ARTICLE 14 - ADDITIONAL PAID LEAVE**

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

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

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

## **ARTICLE 15 - UNPAID LEAVE**

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

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

language of this Agreement.

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

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

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

**15.5 Retention Leave.** Avamere may grant a Bargaining Unit Employee an additional unpaid, protected leave of absence for ongoing personal medical/mental health issues. Employees who have been employed a minimum of one (1) year, have exhausted available disability, State and/or federal leave options and are unable to return to work due to an ongoing serious health condition may be granted an additional 12 weeks of unpaid leave. The Employee must provide the employer with supporting documentation provided by a licensed healthcare provider every 30 days to confirm the necessity for continued leave. If the employee is able to return to work within the additional twelve (12) weeks, then the employee shall be returned to active employment in the position previously held. If that position is no longer available, the returning employee may be reinstated to any available position for which the employee is qualified. The returning employee may not displace or bump another employee in order to resume employment. The employee will not accrue additional time off benefits and will be required to pay the employee portion of any applicable insurance premiums during the leave. The employee will be credited for all of their seniority during the leave period, upon return to work. Continuation of benefits during a Retention leave will be the sole responsibility of the

employee on leave.

**15.6 Bargaining Delegate Release Time.** The Employer shall grant bargaining-unit employees who volunteer as bargaining delegates to receive unpaid leave time to attend collective bargaining during an employee's regularly scheduled work hours. Participation in bargaining sessions will not result in the loss of seniority, leave accrual, or other benefits provided by the employer. Collective bargaining shall encompass all legally required bargaining obligations.

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

## **ARTICLE 16 – RETIREMENT**

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

**16.1 Eligibility.** Employees will be eligible after ninety (90) days of employment and eighteen (18) years old or older. All employees regardless of employment type (FT, PT, On Call) are eligible to participate in the 401(k) plan after ninety (90) days of employment.

**16.2 Employee Enrollment.** Employees will be automatically enrolled in a 401(k) plan once the employee passes their 90 day probationary period. Employees may decline automatic enrollment.

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

**16.4 Employer Match.** The Employer will match one hundred percent (100%) of the Employee's elected contribution up to a maximum of the first three percent (3%) contributed.

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

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

**16.7 Provider Changes.** If the Employer changes 401(K) provider, then the Employer will notify the Union.

## **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 a 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 continuing education benefits, the Bargaining Unit Employee must:

1. Submit a written proposal, to include class sought, requirements to be completed, time frame, estimated costs, projected classes, and the Employee's goals once the education requirement is completed. The facility administrator must sign off on the application;
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: C.N.A., C.M.A., RA, CPR, and Food Handlers certification. The Employer shall reimburse Bargaining Unit Employees within 30 days of receipt for fees paid to maintain certifications required as a condition of employment in their job classifications.

## **ARTICLE 18 - EMPLOYEE RIGHTS AND JUST CAUSE CORRECTIVE ACTION**

**18.1 The Right to Organize.** Avamere employees have the right to participate in or decline to participate in union activities as defined by applicable law. Neither the Union nor the Employer will coerce, intimidate, discriminate or retaliate against any Employee for participation or declination to participate in union activities. If Either the Union or the Employer believes an employee, the Union or the Employer to be in breach of this Article, then senior Union and Employer representatives shall meet to discuss the issue and possible resolutions, before discipline is issued to any employee.

**18.2 Just Cause.** The Employer shall have the right to engage in Corrective Actions, which may include discharge (also referred to as termination) or discipline, with any Bargaining Unit Employee, when the Employer has found just cause for Corrective Action. Corrective Action shall be issued with the intent to improve the performance of the employee, to reduce or eliminate disruptive and inappropriate conduct to support the employee's success and/or improve the work environment. Corrective Action cannot be issued in a discriminatory or retaliatory nature. The grounds for Corrective Action, including discharge from employment, are set forth in the Employer's Employee Handbook and Policies. Those grounds listed are examples only and are not an exclusive list. The Union and Employer acknowledge the Employer's right to have Corrective Action policies in its Employee Handbook so long as the Employer follows the principles of just cause. Offenses warranting immediate discharge shall include but not be limited to a single serious action or inaction that is misconduct towards a patient, or repeated action or inaction that is abuse or neglect. To decide if an action or inaction is serious, the Employer shall consider the following factors (no one factor is determinative, but all factors should be considered when deciding if the action or inaction was serious):

- Was there physical or psychological injury to the patient?
- Were immediate remedial steps taken by the Bargaining Unit Employee?
- Was there recognition and contrition on behalf of the Bargaining Unit Employee?
- Do the Bargaining Unit Employee's actions show disregard for the patient?
- Did failure to follow the care plan cause injury to the patient?

- Was it reasonable to expect the Bargaining Unit Employee to know what should have been done?

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

**18.3 Patient Information.** Where a Bargaining Unit Employee Grievance involves direct patient information, the Employer's failure to produce the affected patient as a witness in and of itself is not grounds to overturn a discharge, suspension or other Corrective Action issued for misconduct towards a patient, provided the Employer has other means of establishing evidence against the Employee.

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

**18.5 Principles of Progressive Discipline.** Except for offenses so serious as to warrant immediate termination, the Employer will apply the principles of progressive discipline when issuing Corrective Action. The principles of progressive discipline shall be used except when the nature of the problem requires more serious immediate Corrective Action.

The Union acknowledges that the Employer has the legal right to issue documented verbal coaching and counseling. Coaching and counseling is not considered formal progressive discipline, but an opportunity for the Employer to educate bargaining-unit employees (including, but not limited to) policies, procedures and performance. As such, the Union is prohibited from filing a grievance for documented coaching and counseling. The Employer shall automatically deny grievances filed against documented coaching and counseling. Progressive discipline includes the following steps:

***Corrective Action Steps***

Step 1	Documented Written Warning
Step 2	Documented Written Warning #2
Step 3	Final Written Warning
Step 4	Termination of Employment

**18.6 Discharge and Suspension Notification.** The Employer will notify the Union in writing, via email correspondence at [nursinghomes@seiu503.org](mailto:nursinghomes@seiu503.org) of any suspension or involuntary termination of employment of a Bargaining Unit Employee within forty-eight (48) hours (exclusive of Saturdays, Sundays, and holidays) from the time of suspension or termination.

The purpose of suspending bargaining unit employees is to allow the Employer the time necessary to thoroughly investigate a disciplinary incident under “just cause” principles. After the seventh (7<sup>th</sup>) consecutive day of suspension, the Employer shall either:

1. Issue their disciplinary determination (e.g., written warning, termination, reinstatement, etc);
2. Return the employee to work without new discipline; or
3. Send an email to the Union explaining why the investigation and suspension must continue for up

to seven (7) additional days.

**18.7 Grievances.** Grievances about termination of employment will start at Step 2 of the grievance process.

**18.8 Corrective Action in the Personnel File.** All records of Corrective Action will be retained in the employee's personnel file. Corrective Actions will be valid and active for a period of at least twelve (12) months, unless concluded earlier at the sole discretion of the employee's immediate supervisor. A record of Corrective Action related to patient care shall be active for twenty-four (24) months after it was issued, except that if a Bargaining Unit Employee receives a related discipline during the twenty-four (24) month period, the original Corrective Action will active until twenty-four (24) months have elapsed during which the Bargaining Unit Employee received no related Corrective Actions. This provision shall not apply to Corrective Action issued for patient abuse, patient neglect, sexual or racial harassment, medication errors, or other behavior that violates state or federal law which will have no expiration date.

## **ARTICLE 19- PERSONNEL RECORDS**

**19.1 Personnel Files.** Personnel files are the Employer's property. A Bargaining Unit Employee shall be permitted to examine all materials in their personnel file within three (3) working days of making such a request. The records may be reviewed in the presence of an Employer representative. The Bargaining Unit Employee may request in writing and will receive a copy of the personnel files within five (5) working days, upon written request. "Working days" shall mean non-weekend/holiday days.

**19.2 Disciplinary Materials and Evaluations.** No Corrective Action, disciplinary material and/or evaluations shall be placed in a Bargaining Unit Employee's personnel file unless the employee has had an opportunity to review, sign and receive a copy. Signing a Corrective Action form constitute acknowledgement of the document but does not necessarily represent agreement with the Corrective Action. Refusal to sign a Corrective Action does not invalidate the Corrective Action. An Employee has the right to attach a written statement to the Corrective Action expressing the employee's own views. Such a statement will be included with the Corrective Action in the employee's personnel file.

## **ARTICLE 20 - GRIEVANCE & ARBITRATION PROCEDURE**

**20.1 Intent.** It is the desire of the Parties to resolve issues and conflicts informally and at the lowest level whenever possible. Employees have a right to Union Representation for any dispute arising out of the application of this Agreement. At every level of the grievance process the Employer will inform the employee of this right prior to meeting with the employee. The employee is responsible for obtaining a Union representation to attend any investigatory, disciplinary and grievance meetings. To the extent possible in a timely manner, the Employer shall honor the employee's choice of representative.

**20.2 Optional Informal Discussion.** An employee is encouraged to discuss a workplace concern with their Department Head. The Open-Door Concept is for an employee and a Department Head to discuss workplace concerns together. The Open-Door Concept is an informal way of resolving problems early, preserving working relationships and promoting a productive work environment for all employees. To facilitate open communication and promptly resolve problems, employees are encouraged to bring any work-related questions or concerns to the attention of the Employer. The Employer welcomes such discussions because it allows the Employer to maintain a productive and harmonious atmosphere. Employees will not be subject to any adverse employment actions for raising good-faith concerns in a professional manner. Although any member of management may be contacted to discuss a problem or concern, the Employer recommends that employees try to resolve the situation first with their immediate supervisor, as that person is generally in the best position to evaluate the situation and provide an appropriate solution. If an employee is not satisfied with the supervisor's decision, or the employee is uncomfortable discussing the issue with the immediate supervisor, the employee may go to the person that the immediate supervisor reports to. Concerns may be voiced verbally. The Employer will have fifteen (15) calendar days to provide a response for any issue raised through the Open-Door policy.

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

**20.4 Grievance Time Limits.** A grievance must be filed in writing within thirty (30) calendar days of the event giving rise to the concern or the date the event became known or should have become known to the employee. Time limits set forth in the following may only be extended by mutual written agreement between the Employer and the Union. Grievances regarding employee compensation shall be deemed to have occurred at the time payment is made, or at the time when the payment was due but not made if that is the contention. Grievances over an employee's eligibility for a benefit shall be deemed to have occurred at the time when such employee benefit eligibility decision was made by Employer. Failure of the Employer to comply with the time limits set forth in the grievance procedure shall allow the employee or Union to advance the grievance to the next step of the grievance procedure within the time frames specified herein. Time limits are important. Failure of an employee or the Union to file a grievance or a written grievance as defined in this Section in a timely basis, or to timely advance such a grievance, in accordance with the time limits set forth in the grievance procedure, will constitute a formal withdrawal of the grievance by the employee and the Union.

**20.5 Step I – Grievance Presented in Writing to Administrator.** Within thirty (30) calendar days after the employee knew or reasonably should have known of the cause of any grievance, an employee having a grievance, with the assistance of a Union representative, shall present a grievance in writing to the administrator. The written grievance shall contain all of the following pertinent information:

1. the specific Article(s) of this Agreement alleged to have been violated;
2. a brief factual description of how the specific language of the identified Section(s) has been violated;
3. the date of each alleged violation of the identified Section(s);
4. the remedy requested; and,
5. the names of the grievant(s) and union representatives presenting the grievance.

The Union representative and the administrator shall arrange a mutually agreeable date to meet within fifteen

(15) calendar days from the Administrator's receipt of the grievance for the purpose of reviewing and, where possible, attempting to settle the matter. The Administrator shall provide a written response to the written grievance within fifteen (15) calendar days

following the grievance meeting. The written response will be provided to the employee and the union representative.

If the Union has requested information from the Employer to which it is legally entitled and the Employer has not provided a response to the information request at least seventy-two (72) hours prior to the scheduled Step 1 grievance meeting, the Union shall have the option of postponing the hearing to a mutually agreeable date.

**20.6 Step 2 – Grievance Appeal.** If the Parties are unable to resolve the dispute at a Step 1, the Union may appeal the grievance to Step 2. The Union has fifteen (15) calendar days from receipt of the Step 1 response or lack of response to notify the Employer’s Director of Human Resources in writing (such as email) of the Union’s appeal of the grievance to a step 2.

Upon receipt of the written Step 2 grievance appeal, the Director of Human Resources shall coordinate a Step 2 grievance meeting. The Director of Human Resources, the Employer’s Designated Leadership representative and the Union shall meet within fifteen (15) calendar days to conduct the Step 2 grievance meeting. The Director of Human Resources and/or Designated Leader will provide a written response to the Union representative, within fifteen (15) calendar days following the date of such meeting.

If the Union has requested information from the Employer to which it is legally entitled and the Employer has not provided a response to the information request at least seventy-two (72) hours prior to the scheduled Step 2 grievance meeting, the Union shall have the option of postponing the hearing to a mutually agreeable date.

**20.6 Optional Mediation.** If a grievance is not resolved at Step 2, either Party may request, in writing, within fifteen (15) calendar days of the Step 2 response or lack of response, that the matter be referred to mediation. The mediation process shall not interfere with the scheduling of an arbitration. The requesting Party shall request a panel from the Federal Mediation and Conciliation Service (hereinafter called the “FMCS”) or other mediation group agreed to by the Parties. The

mediator shall be selected by alternate striking from the list until one name remains. The mediator shall have no authority to bind either Party to an agreement.

**20. 8 Step V – Arbitration.** If a grievance is not resolved at step 2 and the Parties have not entered into Mediation, the Union may appeal the issue to arbitration by providing written notice to the Employer’s Director of Human Resources within fifteen (15) calendar days from the date of receipt of the Employer’s response, or lack thereof, to the step 2 grievance. No alleged violation of the Agreement or claim for relief shall be submitted to arbitration unless it has been raised in a timely fashion, filed and submitted in accordance with the procedure identified in the preceding sections. After the union has notified the Employer of an appeal to arbitration, the Union will initiate the Arbitrator Selection Process.

1. **Arbitrator Selection Process.** If the Employer and the Union have not mutually established a permanent panel of arbitrators, upon the timely submission of a demand for arbitration the moving Party must request a list within thirty (30) calendar days from the FMCS and notify the other Party of having done so. The FMCS shall provide the Parties with a list of nine (9) arbitrators, of which at least five (5) must have earned a Juris Doctor degree from the graduate program of a law school accredited by the American Bar Association. Within seven (7) calendar days after receiving the list, the Parties shall select the arbitrator by alternately striking names from the list. The last remaining name shall be the arbitrator. The Party proceeding first in the striking of names procedure shall be determined by coin toss.
2. **Arbitration Timelines.** Once an arbitrator has been properly selected, an arbitration date must be set within sixty (60) calendar days of such selection, or at the earliest date upon all Parties are available. The Union and the Employer may, with mutual agreement, make procedural changes to the arbitration process given unique circumstances of individual cases. Prior to the arbitration hearing date, the Employer and the Union will develop a stipulation of facts and use affidavits and other time saving methods whenever possible. The arbitrator shall conduct the hearing in whatever manner will most expeditiously permit full presentation of the evidence and arguments of the Parties. Any arbitrator accepting an assignment under this Article agrees to issue an award within thirty (30) calendar days of the close of the hearing or sixty (60) calendar days, if post-hearing briefs are submitted.



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

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

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

6. The failure of the Employer to submit a response in any of the steps of the grievance procedure or to meet with the Union Representative within such time periods, shall not constitute acquiescence thereto or result in the sustaining of the grievance. The failure to so respond or meet shall be deemed a denial of the grievance as of the expiration date of the applicable adjustment period. Should the Union desire to pursue the grievance further, it may, within fifteen (15) calendar days of such expiration date, submit the grievance to the

next step of the Grievance and Arbitration Procedure.

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

## Summary of Grievance Timelines

Process	Submission Timeline	Submission Process	Grievance Meeting Schedule	Employer Response Timeline
<b>Optional Informal Discussion</b>	As soon as possible.	Verbal or written discussion with immediate supervisor or other Employer representative.	As soon as possible.	verbal response to the grievant and/or Union representative within 15 calendar days of the informal discussion.
<b>Step 1</b>	Within 30 calendar days of the issue occurred or when the employee learned about it or received a response to the optional informal discussion.	Written (often via email) grievance issued to facility administrator.	Step 1 grievance meeting must occur with administrator within 15 calendar days of the Employer's receipt of the written grievance.	Written response to the Union and grievant within 15 calendar days of the step 1 grievance meeting.
<b>Step 2</b>	Within 15 calendar days of receipt of the Employer's response (or lack of response) to move a grievance from Step 1 to Step 2.	Written (often via email) notice of Step 2 escalation to HR Director.	A step 2 grievance meeting must occur with HR Director within 15 calendar days of the Employer's receipt of the Step 2 notification.	Written response to the Union and grievant within 15 calendar days of the informal discussion.
<b>Optional Mediation</b>	The Union has 15 calendar days file for optional mediation.	Union notifies FMCS and the HR Director in writing.	As soon as possible. Does not interfere with arbitration filing or scheduling dates.	
<b>Arbitration</b>	The Union has 15 calendar days to file a step 2 grievance from the Employer's response (or lack thereof) to move a step 2 grievance to arbitration.	Union notifies Employer's HR Director in writing and notifies FMCS.	Within 60 days of selection of the arbitrator, or as soon as the arbitrator's schedule allows.	

## ARTICLE 21 – SEPARABILITY

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

## ARTICLE 22 – LABOR-MANAGEMENT COMMITTEES

**22.1 Labor Management Committees.** A Statewide Labor Management Committee (SLMC) will be established within 60 days of the effective date of the successor contract between Avamere and SEIU 503. The SLMC will be primarily tasked with the following:

- Scheduling quarterly statewide meetings with nursing home staff. The goal of the meetings is to improve communication; fair application of policies, procedures, and contract language;

problem-solve how to improve patient care; and, address related industry issues.

- The SLMC will be scheduled by Avamere and will be on paid time.
- The SLMC will have an equal number of management and bargaining-unit members.
- SLMC meeting topics will include, but are not limited to, those identified during 2021 bargaining, that are critical to address staffing, turnover, retention, and patient care:
  - Turnover
  - Attendance
  - Scheduling.
  - Staffing ratios for CNAs, housekeeping, CMAs and other represented positions.
  - Acuity based staffing.
  - Process improvement and technology.
  - policies and procedures that impact the job duties performed by bargaining-unit employees.
  - Issues related to the long-term care industry that can be addressed at the Oregon State Legislature and/or federal level.

**22.2 Worksite Labor Management Committees.** The Union and the Employer agree to hold monthly worksite specific labor management committee (LMC) meetings to meet and discuss issues of concern and importance to the Union and Avamere. Such meetings will occur every month and either Party may submit items for discussion. The Employer and the Union shall each designate their own committee members. Bargaining Unit LMC membership will not exceed three (3) Bargaining Unit Employee members, to a maximum of three (3) non-Bargaining Unit Employees, which committee membership may vary from month to month based on the agenda items or for other reasons. Topics for discussion may include, but are not limited to:

- The acuity and individual care needs of the Facility's patients
- The latest results from the CMS-required Facility Assessment in compliance with protection health information
- Quality and safety data relevant to the Facility's staffing levels
- Employee concerns about being assigned more patients than they can meet the service needs of, if any
- Patient care
- Training needs
- Staffing levels

- Staff recognition
- Staff morale
- Facility policies
- Scheduling

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

**22.3 Bargaining Prohibition.** Neither the SLMC nor the worksite specific LMCs have the ability to modify the existing Collective Bargaining Agreement (CBA). However, the SLMC and LMCs are critically important to identifying improvement to both Avamere and Union operations. To this end, the SLMC and worksite LMCs may recommend to the Parties changes that SEIU and Avamere may mutually agree to bargain over via an additional Letter of Agreement which may be incorporated into the CBA.

## **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/patient population. This may include but is not limited to:

- Protocols for patient 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 patients' infectious diseases provided that such information does not compromise HIPAA or otherwise infringe upon patients' 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 Bargaining Unit Employee shall be required to work on, with or about 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 patients and existing Bargaining Unit Employees promoted to any position performing direct care on patients 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 patients with behavioral and/or dementia concerns, through either the Oregon Care Partners or any other potential source of training funds. 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.

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

**24.1 No Strike/ No Lockout.** During the term of this Agreement or any written extension thereof, the Union shall not call nor authorize any strike against the Employer at the establishment covered by this

Agreement, and the Employer will not lock out any Employee. For the purpose of this Article, a walk-out, sit-in, sick-out, slow-down, sympathy strike, or other work stoppage will be considered a strike.

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

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

**24.4 Union Communication.** In the event of a violation of the no-strike provision, the Union will:

- Publicly disavow such action by the Bargaining Unit Employees;
- Notify the Bargaining Unit Employees of its disapproval of such action and instruct such Bargaining Unit Employees to cease such action and return to work immediately; and
- Post notices on Union bulletin boards advising that it disapproves of such action and instructing Bargaining Unit Employees to return to work immediately.

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

## **ARTICLE 25 – SUCCESSORSHIP**

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



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

Upon request and when applicable, the Employer shall provide the Union with the name of a property owner, such as a Real Estate Investment Trust with whom the Employer has a formal operation agreement. The Employer retains the sole right to enter into any operations agreement with a property owner, so long as the agreement does not require the Employer to engage in activity in violation of the rights and protections set forth in the National Labor Relations Act.

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.

1. Nothing in this provision shall require the successor employer to offer the same medical, dental or vision insurance plans, or the same retirement or 401k, or the same group life or disability plans. The successor employer may implement its own medical, dental or vision plans, retirement or 401k plan, disability plan, and group life insurance plan and may also implement its own time off plan.
2. 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.
3. 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.

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

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

### **ARTICLE 26 - HEALTH INSURANCE**

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

From January 1, 2025, the Employer shall pay the 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. This twenty-nine dollar (\$29) per participant premium increase is a six percent (6%) cost increase for the Employer. It will be shared with Employees as follows. 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 five hundred- and seventeen-dollar (\$517) employer insurance cost.

Employee Only	\$37.10
Employee and Spouse	\$74.20
Employee and Family	\$111.30

**Cost Controls:**

1. If the Fund's Board changes the participant premium amount in 2026, 2027, or 2028, the parties will account for it consistent with Article 11.11.
2. Each facility shall make a Fund contribution for all employees enrolled in the Fund-provided healthcare insurance coverage.
3. 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. 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. 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.

## **ARTICLE 27 – SUBCONTRACTING & INSOURCING**

**27.1 Insourcing.** In the event that the Employer insources any previously subcontracted Bargaining Unit Employee(s), the Union and the Employer shall immediately bargain the impacts, within fourteen (14) calendar days of Employer notice. The Parties agree that the following items must be included in a final settlement of negotiations:

- The Employer shall directly hire as many impacted employees as possible into open positions for which the employees are qualified or can be retrained to do with minimal training.
- The Employer shall honor the original hire date of impacted employees for the purpose of seniority.
- The Employer shall abide by all state and federal laws and regulations.

**27.2 Sub-Contracting.** The Employer agrees that there shall be no sub-contracting of bargaining unit work, with the exception of existing subcontracted Housekeeping and Laundry services, for the duration of this Agreement unless the Parties mutually agree to sub-contract Dietary bargaining unit work upon Employer's demonstration of extraordinary circumstances. The Employer shall give the Union thirty (30) days notice of any sub-contracting of bargaining unit work during the life of this Agreement. The Employer will meet with the Union during said thirty (30) day period to discuss the impact of the sub-contracting on Bargaining Unit Employees. This Article does not apply to agency staff being utilized when necessary.

**27.3 Initial Sub-Contracting.** In the event that the Employer enters into an initial contract with a Sub- Contractor to provide Housekeeping and/or Laundry services, the Sub-Contractor shall execute with Union the Memorandum of Agreement Subcontracting ("Subcontracting MOA") in Appendix E.

**27.4 Pre-existing Sub-Contracting.** An Employer, with a pre-existing contract with a Sub- Contractor of Housekeeping and/or Laundry employees who are not represented by the Union, shall agree to voluntarily recognize the subcontracted employees in accordance with Article 1.

## **ARTICLE 28 – SOLE AGREEMENT, MATTERS COVERED, AMENDMENT, STANDARDS PRESERVED, PREMIUM CONDITIONS**

**28.1 Sole Agreement.** This Agreement constitutes the sole and entire Agreement between the

Parties and supersedes all prior agreements, oral and written, and expresses all the obligations of, or restrictions imposed on, the respective Parties during its term. All individual agreements, both oral and written, which may exist between the Employer and any employee in the bargaining unit, shall terminate upon the execution of this Agreement. The Parties agree that this Agreement is the sole agreement concerning wages and benefits of covered employees. The existence, or later provision, of benefits not referenced in this Agreement does not create any vested rights or enforceable past practice. The Employer may provide or rescind any compensation or benefits policies, or practices not expressly referenced in this Agreement at any time. Whenever exercising such discretion, Employer will notify Union in advance.

**28.2 Matters Covered.** All matters not covered in this Agreement shall be deemed to have been raised and properly disposed of. This Agreement contains the full and complete agreement between the Parties. The failure of either Party to enforce any of the provisions of this Agreement or any rights granted by law shall not be deemed a waiver of any provision or right, nor a waiver of the Party's authority to exercise such right in some way not in conflict with the Agreement.

**28.3 Amendment.** This Agreement can be modified or amended only by written consent of all Parties. The waiver, in any instance, or any term or condition of this Agreement or any breach thereof shall not constitute a waiver of such term or condition or any breach thereof in any other instance.

**28.4 Standards Preserved.** No employee shall suffer any reduction in individual hourly wage rate, total amount of paid time off, nor health insurance benefits, because of coverage under this Agreement unless such reduction is expressly addressed by this Agreement or by a written Amendment executed by the Parties herein. If the State of Oregon minimum wage rate increases, any employee being paid the minimum wage shall have their compensation increased accordingly. Individuals compensated more than the minimum wage will receive no adjustment to their compensation solely because of such minimum wage rate increase(s).

**28.5 Premium Conditions.** It is understood that the provisions of this Agreement relating to wages, hours and conditions of work are intended to establish minimum terms for the employment of employees subject to this Agreement. The Employer is free to establish terms above the minimums contained in the Agreement, at the Employer's sole discretion, and the Employer agrees that if it pays an employee a wage rate in excess of the rates contained in this Agreement, the Employer will not subsequently reduce that employee's wage rate. The Employer will not apply this Section in an unlawful or discriminatory manner.

## **ARTICLE 29 – DURATION**

This Agreement shall be effective on October 1<sup>st</sup>, 2024 or thirty (30) days after ratification, whichever is later, and shall remain in full force and effect through September 30, 2028, and from year to year thereafter, provided that either Party may serve written notice on the other at least ninety (90) days prior to September 30, 2028, or any subsequent anniversary date the Agreement remains in effect, of its desire to amend or terminate any provision of the Agreement. Any change agreed upon by the Parties shall be reduced to writing and executed by duly authorized officers or agents of the Parties to this Agreement.

## **ARTICLE 30 – COLLECTIVE BARGAINING AGREEMENT TRAINING**

The Employer and Union agree to facilitate a joint Collective Bargaining Agreement Training, at each facility, within one hundred, twenty (120) days of the ratification date of this Agreement. This training shall include participants from Avamere Health Services LLC, SEIU, HCSG and the Avamere bargaining team and elected stewards. This is a one-time training session to last no more than one (1) hours in duration. Bargaining Team and/or Elected Stewards will be paid their regular rate of pay for this training not to exceed four (4) bargaining unit employees in attendance. The four (4) Bargaining Unit Employees will not be put into overtime status as a result of attending this meeting. The purpose of this training shall be to review language within this Agreement that reflects the following:

- Changes to contractual language policies or procedures that were in effect prior to the effective date of this Agreement.
- New contractual language, policies, or procedures
- Processes for facility and State LMCs

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

## SIGNATURES

### FOR THE UNION

Melissa Unger, SEIU Executive Director



Rebecca Miller, Bargaining Team

Rebecca Miller

Rebecca Miller (Dec 9, 2024 15:52 PST)

Jon Starlight, Bargaining Team



Jon Starlight (Dec 5, 2024 14:30 PST)

Michelle Dawson, Bargaining Team

Michelle Dawson

Michelle Dawson (Dec 6, 2024 16:47 PST)

Uriel Aguilar-Reyna, Bargaining Team

Uriel Aguilar-Reyna

Uriel Aguilar-Reyna (Dec 6, 2024 10:11 PST)

Heidi Morrison, Bargaining Team

Heidi Morrison

Heidi Morrison (Dec 5, 2024 14:53 PST)

Wakitu Wotcha, Bargaining Team



Wakitu Wotcha (Dec 7, 2024 12:10 PST)

Jeanna Strawn, Bargaining Team



Jeanna Strawn (Dec 5, 2024 12:36 PST)

Erin Otey, Bargaining Team



Erin Otey (Dec 5, 2024 12:11 PST)

Kelly Dardis, Bargaining Team

Kelly Dardis

Kelly Dardis (Dec 5, 2024 12:57 PST)

Kayla Simpson, Bargaining Team



Kayla Simpson (Dec 6, 2024 11:40 PST)

Jessica Sisco, Bargaining Team



Jessica Sisco (Dec 6, 2024 17:19 PST)

Sarah LeBrun, Bargaining Team

Sarah LeBrun

Sarah LeBrun (Dec 7, 2024 18:13 PST)

Annie Snyder, Bargaining Team



Annie Snyder (Dec 9, 2024 09:00 PST)

Brandie Morrow, Bargaining Team



Brandie Morrow (Dec 9, 2024 12:44 PST)

Sam Browne, Bargaining Team



Sam Browne (Dec 9, 2024 09:27 PST)

Evan Paster-Pearl, SEIU Senior Bargaining Strategist

Evan Paster

Evan Paster (Dec 4, 2024 17:02 PST)

### FOR THE EMPLOYER

Mary Kofstad, APRN, MSN, FNF-NC

Mary Kofstad

MaryKofstad (Dec 4, 2024 18:08 PST)

## **APPENDIX A: UNION SECURITY NOTICE**

Dear Union Represented Employee,

Under the terms of the collective bargaining agreement in effect between your union SEIU Local 503, OPEU, and the employer, you must either become a member and pay dues or pay a fair share fee.

Payment of dues or fair share fee is a condition of continued employment. Dues or fair share fee will be deducted through payroll deduction from your check. Dues are based on regular hours worked, not on overtime.

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

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



## **APPENDIX B: RECALL NOTICE**

Dear Union Represented Employee,

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

You are being recalled to work and have the option to return to employment. You have 24 hours from when you've received this letter to indicate whether or not you want to return to employment. If you do not notify your employer within 24 hours then you will have waived your right to be recalled.

Please contact your union steward or call the SEIU local 503 office at 1-844-503-SEIU (7348) if you have any questions.

## APPENDIX C: AVAMERE WAGE SCALES

Steps (Years of Service)	ALF Care Giver	ALF Care Giver Steps	ALF Med Aide, Med Tech	ALF Med Aid, Med Tech Steps	CNA	CNA Step	CNA On Call	CNA On Call step
0	\$20.34	\$0.00	\$21.37	\$0.00	\$21.89	\$0.00	\$24.21	\$0.00
90 Days	\$20.84	\$0.50	\$21.87	\$0.50	\$22.39	\$0.50	\$24.71	\$0.50
1	\$21.84	\$1.00	\$22.87	\$1.00	\$23.39	\$1.00	\$25.71	\$1.00
2	\$22.34	\$0.50	\$23.37	\$0.50	\$23.89	\$0.50	\$26.21	\$0.50
3	\$22.84	\$0.50	\$23.87	\$0.50	\$24.39	\$0.50	\$26.71	\$0.50
4	\$23.34	\$0.50	\$24.37	\$0.50	\$24.89	\$0.50	\$27.21	\$0.50
5	\$23.84	\$0.50	\$24.87	\$0.50	\$25.39	\$0.50	\$27.71	\$0.50
6	\$24.34	\$0.50	\$25.37	\$0.50	\$25.89	\$0.50	\$28.21	\$0.50
7	\$24.84	\$0.50	\$25.87	\$0.50	\$26.39	\$0.50	\$28.71	\$0.50
8	\$25.34	\$0.50	\$26.37	\$0.50	\$27.14	\$0.75	\$29.21	\$0.50
9	\$25.84	\$0.50	\$26.87	\$0.50	\$27.89	\$0.75	\$29.71	\$0.50
10	\$26.34	\$0.50	\$27.37	\$0.50	\$28.64	\$0.75	\$30.21	\$0.50

Steps (Years of Service)	Rehab Aide, CNA 2	Rehab Aide, CNA 2 Steps	CMA	CMA Steps	CMA On Call	CMA On Call Step	Cook	Cook Step
0	\$24.10	\$0.00	\$24.10	\$0.00	\$25.24	\$0.00	\$20.60	\$0.00
90 Days	\$24.60	\$0.50	\$24.60	\$0.50	\$25.74	\$0.50	\$21.10	\$0.50
1	\$25.60	\$1.00	\$25.60	\$1.00	\$26.74	\$1.00	\$22.10	\$1.00
2	\$26.10	\$0.50	\$26.10	\$0.50	\$27.24	\$0.50	\$22.60	\$0.50
3	\$26.60	\$0.50	\$26.60	\$0.50	\$27.74	\$0.50	\$23.10	\$0.50
4	\$27.10	\$0.50	\$27.10	\$0.50	\$28.24	\$0.50	\$23.60	\$0.50
5	\$27.60	\$0.50	\$27.60	\$0.50	\$28.74	\$0.50	\$24.10	\$0.50
6	\$28.10	\$0.50	\$28.10	\$0.50	\$29.24	\$0.50	\$24.60	\$0.50
7	\$28.60	\$0.50	\$28.60	\$0.50	\$29.74	\$0.50	\$25.10	\$0.50
8	\$29.35	\$0.75	\$29.35	\$0.75	\$30.24	\$0.50	\$25.60	\$0.50
9	\$30.10	\$0.75	\$30.10	\$0.75	\$30.74	\$0.50	\$26.10	\$0.50
10	\$30.85	\$0.75	\$30.85	\$0.75	\$31.24	\$0.50	\$26.60	\$0.50

Steps (Years of Service)	Cook Ass't, Feeding Ass't, Dietary Aide, Dishwaster, Housekeeping, Laundry, Reception, Activities Assistant, Bus Driver, Wait Staff	All other Step	Maintenance Assistant	Maint. Ass't Step	NA
0	\$19.57	\$0.00	\$21.63	\$0.00	\$ 20.00
90 Days	\$20.07	\$0.50	\$22.13	\$0.50	\$ 20.50
1	\$21.07	\$1.00	\$23.13	\$1.00	
2	\$21.57	\$0.50	\$23.63	\$0.50	
3	\$22.07	\$0.50	\$24.13	\$0.50	
4	\$22.57	\$0.50	\$24.63	\$0.50	
5	\$23.07	\$0.50	\$25.13	\$0.50	
6	\$23.57	\$0.50	\$25.63	\$0.50	
7	\$24.07	\$0.50	\$26.13	\$0.50	
8	\$24.57	\$0.50	\$26.63	\$0.50	
9	\$25.07	\$0.50	\$27.13	\$0.50	
10	\$25.57	\$0.50	\$27.63	\$0.50	

On October 1st, 2024, if a bargaining unit employee is above scale, they will receive a 3% raise, but no step increase on their work anniversary.

## APPENDIX C: AVAMERE WAGE SCALES NURSING CLASSIFICATIONS

SEIU 503 Wage Scale for LPNs								
All SEIU 503 Avamere Locations								
October 1, 2024 to September 30, 2025								
Steps (years of Service)	Charge Nurse- LPN, ALF-LPN	Steps	IP-LPN, MDS Coordinator, Staff Development Coordinator-LPN	Steps	Resident Case Manager (RCM)- LPN* paid as salaried employees	Steps	RCM Annual Rate	Steps
0	\$35.28	\$0.00	\$36.41	\$0.00	\$44.29	\$0.00	\$92,082.00	\$0.00
1	\$36.16	\$0.89	\$37.32	\$0.91	\$44.50	\$0.21	\$92,551.68	\$469.68
2	\$37.06	\$0.90	\$38.25	\$0.93	\$44.70	\$0.21	\$92,980.16	\$428.48
3	\$37.99	\$0.93	\$39.21	\$0.96	\$44.91	\$0.21	\$93,408.64	\$428.48
4	\$38.94	\$0.96	\$40.19	\$0.98	\$45.11	\$0.21	\$93,837.12	\$428.48
5	\$39.91	\$0.97	\$41.20	\$1.00	\$45.32	\$0.21	\$94,265.60	\$428.48
6	\$40.72	\$0.80	\$42.02	\$0.82	\$45.53	\$0.21	\$94,694.08	\$428.48
7	\$41.53	\$0.81	\$42.86	\$0.84	\$45.73	\$0.21	\$95,122.56	\$428.48
8	\$42.35	\$0.82	\$43.72	\$0.86	\$45.94	\$0.21	\$95,551.04	\$428.48
9	\$43.21	\$0.85	\$44.59	\$0.87	\$46.14	\$0.21	\$95,979.52	\$428.48
10	\$44.06	\$0.85	\$45.48	\$0.89	\$46.35	\$0.21	\$96,408.00	\$428.48
11	\$44.84	\$0.77	\$46.28	\$0.80	\$46.56	\$0.21	\$96,836.48	\$428.48
12	\$45.62	\$0.78	\$47.09	\$0.81	\$46.76	\$0.21	\$97,264.96	\$428.48
13	\$46.42	\$0.80	\$47.91	\$0.82	\$46.97	\$0.21	\$97,693.44	\$428.48
14	\$47.24	\$0.81	\$48.75	\$0.84	\$47.17	\$0.21	\$98,121.92	\$428.48
15	\$48.06	\$0.82	\$49.60	\$0.85	\$47.38	\$0.21	\$98,550.40	\$428.48

If above wage scale, receive 3% wage increase on 10-1-24 and no work anniversary step

## **APPENDIX E: SUBCONTRACTING MEMORANDUM OF AGREEMENT**

It is hereby agreed by and between Healthcare Services Group, Inc (the “Employer”), and SEIU Local 503 OPEU (the “Union”) as follows:

1. The Employer recognizes the Union as the exclusive collective bargaining agent for all full-time and regular part-time Housekeeping, and Laundry employees (if any) employed by the Employer at the following facilities operated by Avamere Health Services, LCC:
  - a) Lebanon Care Center, LLC (doing business as Avamere Rehabilitation of Lebanon)
  - b) Peckham-Miller, Inc. (doing business as Avamere Rehabilitation of Hillsboro)
  - c) Mountain View Rehabilitation, LLC (doing business as Avamere Rehabilitation of Oregon City)
  - d) South Salem, LLC (doing business as Avamere Rehabilitation of Salem)
  - e) Newport Rehabilitation, LLC (doing business as Avamere Rehabilitation of Newport)
  - f) Clackamas Rehabilitation, LLC (doing business as Avamere Rehabilitation of Clackamas)
  - g) Coos Bay Rehabilitation, LLC (doing business as Avamere Rehabilitation of Coos Bay)
  - h) King City Rehabilitation, LLC (doing business as Avamere Rehabilitation of King City)
  - i) Keizer Campus Operations, LLC (doing business as Avamere Court at Keizer)
  - j) Junction City Rehabilitation, LLC (doing business as Avamere Rehabilitation of Junction City)
  - k) Laurelhurst Operations, LLC (doing business as Laurelhurst Village Rehabilitation Center)
  - l) Eugene Rehabilitation, LLC (doing business as Avamere Rehabilitation of Eugene)
  - m) Crestview Operations, LLC (doing business as Avamere Crestview of Portland)
  - n) Medford Operations, LLC (doing business as Avamere Health Services of Rogue Valley)
  - o) Avamere Transitional Care at Sunnyside, LLC (doing business as Avamere Transitional Care at Sunnyside)
  - p) Beaverton Rehab and Specialty Care, LLC (doing business as Avamere Rehabilitation of Beaverton)
  - q) Riverpark Operations, LLC (doing business as Avamere Riverpark of Eugene)
  - r) Waterford Operations, LLC (doing business as Avamere at Medford – Three Fountains)
  - s) Ohana Harmony House, LLC (doing business as Bend Transitional Care)
  - t) Avamere Lake Oswego Operations Investors, doing business as The pearl at Kruse Way
2. Excluding: All other employees, confidential employees, managers, guards, and supervisors as defined in the Act.

3. The Employer and the Union agree to be bound by the terms and conditions of the collective bargaining agreement (the "CBA") currently in effect (and any subsequent amendments) and expiring on midnight September 30, 2028 between the Union and Avamere Health Services, LLC for the Employer's Housekeeping and Laundry employees (if any) employed at the facilities listed above, except as expressly provided below.
  - a. A copy of the CBA is attached hereto as Exhibit 1 and incorporated herein.
  - b. All bargaining unit eligible employees working for the Employer at the facility in housekeeping and/or laundry will be hired by the Sub-Contractor.
  - c. Employer's health and dental benefits will be the equivalent or better.
  - d. The terms and conditions of employment set forth in the Employer's Employee Handbook, as modified from time to time, and the Employer's general Human Resources Policies and Procedures, as modified from time to time, shall govern the employment of employees covered by this Memorandum of Agreement (the "MOA") to the extent that any such term, condition, policy, or procedure is not inconsistent with this Agreement. If the Union believes that any such term, condition, policy, or procedure is in conflict with the MOA it shall have the right to file a grievance either when any such term, condition, policy, or procedure is initially implemented, or alternatively, when any such term, condition, policy, or procedure is applied to any employee such that the employee is either disciplined or terminated.
  - e. Affected employees hire dates, seniority, and hourly wage rates will be maintained and not reduced. [The applicable base hourly wage rates are attached hereto as Exhibit 1].
  - f. Employees shall wear uniforms as provided by Employer.
  - g. HCSG's work week will run from Sunday to Saturday and the employee will be paid on a bi-weekly schedule.
  
4. The Employer and the Union agree to be bound by and comply with the grievance and arbitration procedure set forth in the CBA for any and all disputes that may arise with reference to the application or interpretation of the provisions of this MOA.
  - a. For any bargaining unit staff employed by Healthcare Services Group, Inc, the following changes to the Grievance article are made: The bargaining unit

employee's immediate supervisor is the Account Manager for the purposes of the Open Door Policy and Step 1 grievances. Step 2 grievances will be filed with the Subcontractor's District Manager.

b. In order to resolve any issues in the department managed by the Healthcare Services Group, Inc, the Healthcare Services Group, Inc agrees that the facility's Account Manager shall participate abide by the collective bargaining agreement, the Employer handbook and all decisions, communication and guidance made by the various labor management committees contained in this CBA.in the facility's Labor Management Committee when such Account Manager and/or Housekeeping/Laundry Supervisor is invited to the LMC Meeting in advance and receives a written agenda with subject matter relevant to operation of the subcontracted department.

5. This MOA shall be effective as of October 1<sup>st</sup>, 2024 and will remain in full force and effect through the length of the collective bargaining agreement between the Union and the Employer. This MOA shall be renewed from year to year thereafter, provided that either Party hereto may reopen the Agreement to modify, amend or terminate any of the provisions hereof by serving written notice on the other Party at least ninety (90) days prior to midnight of the expiration of the CBA between the Union and Avamere Health Services, LLC, or a subsequent September 30<sup>th</sup> of any contract year in which this Agreement remains in effect. The Healthcare Services Group, Inc further agrees that in addition to the Union's notice to Avamere Health Services, LLC regarding modification, amendment, or termination of the CBA the Union shall provide notice to the Healthcare Services Group, Inc under this Agreement, and that the Healthcare Services Group, Inc shall be bound to any amendments or modifications to the current CBA that are negotiated and agreed to by the Union and Avamere Health Services, LLC and that it shall sign an updated MOA and be bound by the terms of any successor CBA negotiated and agreed to by the Union, for Employer's Housekeeping and Laundry employees (if any) employed at Avamere Health Services, LLC facilities.

**For SEIU Local 503, OPEU      For Healthcare Services Group, Inc.**

*Melissa Unger*  
1/9/2025

Larry Gidley  
Larry Gidley (Jan 7, 2025 17:12 MST)  
Larry Gidley 01/07/25

**LETTER OF AGREEMENT: AVAMERE HEALTH SERVICES,  
LLC PRECEPTOR INCENTIVE POLICY**

Purpose: To reward Preceptors who train new Bargaining Unit Employees and to help increase retention of those new employees.

Procedure:

1. Each facility will identify Bargaining Unit Employees who are willing to mentor/precept newly hired employees of the same job position. These employees will be identified as Preceptors in the facility.
  - a. It is a goal that each facility will identify at least one Preceptor for each Day, Evening, and Night Shift, but this is not mandatory.
  
2. The identified Preceptors will be paid an additional \$2 per hour for every hour they are training new employees during their initial orientation.
  - a. The \$2 hourly rate increase remains the same regardless of the number of new employees being trained during that shift.
  - b. The \$2 per hour rate increase is only in effect on the shifts the Preceptor is doing the training with new employees.
  
3. Preceptors are encouraged to help retain the new employees they train and will have the opportunity to achieve additional Retention Bonus pay for successful efforts in doing so. The Preceptor will have the potential to receive the Retention Bonus for each employee they train at the facility.
  
4. The Retention Bonus pay will be awarded to the Preceptor as follows:
  - a. \$200 bonus for 90-day retention
  - b. \$200 bonus for 180-day retention
  - c. \$200 bonus for 1-Year retention Agreement is indicated by the signatures below:

For the Union:

For the Employer:

9-3-2021

DocuSigned by:



24F64146737A445...

9/14/2021

*Carl Tabor*