

Collective Bargaining Agreement Effective

**October 1, 2009 –
September 30, 2011**



Between Parry Center for Children
3415 SE Powell Blvd, Portland OR 97202
&
SEIU Local 503, OPEU
1730 Commercial St SE, Salem OR 97309
1-800-425-2146
www.seiu503.org

AGREEMENT BETWEEN

THE PARRY CENTER FOR CHILDREN

AND

**SEIU LOCAL 503, OREGON PUBLIC
EMPLOYEES UNION**

October 1, 2009 – September 30, 2011

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AGREEMENT

This Agreement is made and shall be considered effective as of the 1st day of October, 2009, by and between Parry Center for Children located at 3415 S.E. Powell Blvd., Portland, OR 97202 (hereinafter called the "Employer") and SEIU Local 503, Oregon Public Employees Union with its offices at 6401 SE Foster Rd., Portland, OR 97206 (hereinafter referred to as the "Union"), acting herein on behalf of the Employees of said Employer as hereinafter defined, now employed and hereinafter to be employed and collectively designated as the "Employees".

WITNESSETH:

Whereas the Employer recognizes the Union as the collective bargaining representative for Employees covered by this Agreement as hereinafter provided and;

Now, therefore, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE 1. UNION RECOGNITION

Section 1. The Employer recognizes the Union as the exclusive collective bargaining agent, as certified in the National Labor Relations Board in Case No. 36-RC-5739 employed at the Employer's Portland, Oregon facility; and more particularly described as follows:

All regular and part-time (including on-call and temporary employees of more than ninety (90) work-day duration hired directly by the Employer) professional and non-professional employees of the Employer at its Parry Center for Children Campus located at 3415 S.E. Powell Blvd., in Portland, Oregon, but excluding temporary contract personnel not employed directly by the Employer's Parry Center for Children facility, summer teachers, and teachers assistants, confidential employees, including executive secretary, accountant and accounting manager, clinical department secretary, information specialist, and community relations director, managers, guards, and supervisors as defined in the Act.

Section 2. Nothing in this Agreement shall limit the right of the Employer to promote employees from the bargaining unit provided such employee agrees to accept the promotion. In the event any employee in the bargaining unit is promoted to a position outside the bargaining unit, the employee will retain and accumulate seniority for a period of one hundred eighty (180) continuous calendar days. An employee remaining outside the unit beyond such period after promotion will retain all seniority rights to the date of promotion, but will accrue no further seniority.

Section 3. It shall not be the policy of the Employer to establish jobs or job titles solely for the purpose of excluding employees from the bargaining unit. Job titles are for identification purposes only, and the Employer retains the sole right to determine job content. All job descriptions include such other duties as may be assigned. The Employer reserves the right to add to, subtract from or modify job duties and such changes shall not be a violation of this Agreement. The Employer agrees to offer to negotiate the rate of pay in the event of a substantial change in job content.

ARTICLE 2. NON-DISCRIMINATION

Section 1. Neither the Employer nor the Union shall discriminate against, or in favor of, any employee in the bargaining unit on account of race, color, creed, national origin, political belief, sex, age, Union activity, or sexual orientation.

Section 2. Whenever used in this Agreement, masculine personal pronouns and female personal pronouns shall have equal application to the other unless the context otherwise indicates.

ARTICLE 3. UNION SECURITY AND CHECK OFF

Section 1. Membership requirements. It shall be a condition of employment that all employees covered by this Agreement shall, on the thirtieth (30th) calendar day following the execution of this Agreement or, if hired on or after the Agreement's effective date, on the thirtieth (30th) calendar day following the beginning of such employment, become and remain members in good

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standing of the Union or tender to the Union the initiation fees and periodic dues that are the obligations of members.

Upon notification to the Employer that an employee in the unit has failed to become or remain a member in good standing of the Union, such employee shall be discharged within thirty (30) calendar days of receipt of written demand for such discharge by the Union.

Section 2. Check Off. During the life of this Agreement, the Employer agrees to deduct monthly such initiation fees or monthly dues/service fees levied by the Union in accordance with the Constitution and By-Laws of the Union from each employee who executes or has executed an "Authorization for Deduction of Union Dues, Etc." forms.

Section 3. Remittance of Payment. All monies deducted as hereinabove provided shall be paid by the Employer to the Union together with (to the extent available by the Employer's payroll service) an electronic list which includes names, home address, social security number, salary amount, dues or in lieu of dues payment plus any special voluntary payroll deductions. The Employer will also provide, in electronic form, (to the extent possible) employee name, social security number, classification, employee home telephone number and designation of membership status of employees for whom dues/service fees and initiation fees have been deducted. The Employer shall designate on this list new hires, employee terminations and employees on Leave of Absence of more than thirty (30) calendar days. In both cases, this information will be provided not later than the fifteenth (15th) day of the month following that in which the deductions are made by the Employer. The Employer shall not be liable by reason of the requirements of this section for the remittance or payment of any sums other than that constituting actual deductions made from employee wages earned.

Section 4. Indemnification. The Union agrees to indemnify, defend, and hold the Employer harmless against any and all claims, suits or other forms of liability arising out of the deduction of money for Union dues/service fees, initiation fees or reinstatement fees from an employee's pay or the consequences of a written Union demand that an employee be discharged under Section 1 of this Article 3. Furthermore, the Union assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the Union.

ARTICLE 4. MANAGEMENT RIGHTS

Except as expressly modified or restricted by a specific provision of this Agreement, all managerial rights, prerogatives, and functions are retained and vested exclusively in the Employer, including, but not limited to, the rights, in accordance with its sole and exclusive discretion and judgment: to warn, reprimand, suspend, discharge, or otherwise discipline employees for just cause; to determine the number of employees to be employed; to hire employees, determine their qualifications, and assign and direct their work; to promote, demote, transfer, lay off, recall to work, and retire employees; to set the standards of productivity and the services to be rendered; to determine the amount and forms of compensation for employees; to determine the personnel, methods, means, and facilities by which operations are conducted; to set the starting and quitting time and the number of hours and shifts to be worked; maintain efficiency, close down, or relocate The Parry Center operations or any part thereof; to expand, reduce, alter, combine, transfer, assign, or cease any job, department, operation, or service; to

control and regulate the use of facilities, equipment, and other property of The Parry Center; to introduce new or improved service, to determine the number, location, and operation of departments, divisions, and all other units of The Parry Center to issue, amend, and revise policies, rules, regulations, and practices; and to take whatever action is either necessary or advisable to determine, manage, and fulfill the mission of The Parry Center and to direct The Parry Center employees. The Parry Center's failure to exercise any right, prerogative, or function hereby reserved to it, or The Parry Center's exercise of any right, prerogative, or function in a particular way, shall not be considered a waiver of The Parry Center's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

ARTICLE 5. NO STRIKE CLAUSE

Section 1. The Employer agrees that during the term of this Agreement it shall not cause nor permit any lockout of employees from their work.

Section 2. Neither the Union (its officers, agents, representatives, stewards, and members) nor the employees shall in any way, directly or indirectly, instigate, lead, engage in, authorize, cause, assist, encourage, participate in, ratify, or condone any strike, sympathy strike, slowdown, work stoppage, or any other interference with or interruption of work at any of the Employer's operations.

Section 3. Any such conduct shall be deemed a violation of this Agreement, and any individual employee or group of employees engaged in such conduct shall be subject to immediate discipline, including dismissal. Any employee(s) disciplined for violation of this provision may grieve the discipline under the grievance and arbitration provision of the Agreement.

ARTICLE 6. UNION RIGHTS

Section 1. The Employer will provide and install one (1) bulletin board in the Henry House building at the main campus, one (1) bulletin board in a cupboard in the kitchen between each residential unit, and a three (3) ring binder in the ABS building, each residential unit, the kitchen, maintenance department, day treatment secretarial office, and the school-based offices at the school sites which shall be used exclusively for the purpose of posting official Union business and/or the Employer's notices of job vacancies. The parties agree to meet regarding new binders for newly created or reorganized sites. The parties agree to refer to the Labor Management Committee any disagreement over placement of three (3) ring binders. Official Union business (limited to meeting notices, Union newsletters, notice of elections, Union events for SEIU Local 503 and Local 987 and the AFL-CIO) shall be posted by the Union Representative(s) or Bargaining Unit employees that they designate. Official Union business shall conform to standards of good taste, civility and propriety and will not be accessible to agency clients and their families or other non-employees.

Section 2. The Union representative(s) will have reasonable access to the Employer's facility, with twenty-four (24) hours prior notice to the Employer's Campus Director, for the purpose of administering the Agreement. The Campus Director will designate those areas of the campus suitable for the meetings. Union representatives shall not meet and/or confer with any

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bargaining unit employee while such employee is on working time; provided breaks and meal periods are not intended to be covered by this sentence.

Section 3. Bargaining Unit Officers and Stewards may use the Employer's inter-office electronic mail system on non-work time, to send emails regarding labor management meetings and bargaining unit membership meetings. The Union agrees that the email system will not be used to discuss confidential information. The Employer is not responsible to provide email access to employees that do not have an email account.

ARTICLE 7. TRIAL SERVICE PERIOD

Section 1. Newly-hired employees shall serve a trial service period. This period may be extended by mutual agreement of the Union and Employer. No seniority or other fringe benefits except paid holidays and sick leave shall accrue during the trial service period. Any employee successfully completing the trial service period shall be retroactively credited with seniority, sick leave days, and vacation days earned during said period. The trial service period is six hundred (600) straight-time hours of actual work.

Section 2. The Union will represent employees in their trial service period for the purpose of collective bargaining with respect to wages, hours, and other conditions of employment; however, a trial service employee disciplined or discharged for any reason other than for Union activity shall not be represented by the Union nor have recourse to the Grievance and Arbitration Procedures set forth in this Agreement.

Section 3. The Employer will establish an orientation program of at least one (1) week for new Direct Care employees and up to three (3) calendar days for all other employees, depending upon the employee's background and experience.

ARTICLE 8. NEW EMPLOYEE ORIENTATION

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Section 1. The Employer will establish an orientation program of at least one (1) week for new Direct Case employees and up to three (3) calendar days for all other employees, depending upon the employee's background and experience.

Section 2. A Union officer or shop steward shall be given up to one (1) hour during the New Employee Orientation program for new employees to make a presentation to those employees hired into classifications within the bargaining unit whether a formal meeting is held or not. The Employer agrees that it will provide to all newly hired bargaining unit employees, as part of the employment package, a new hire packet prepared and provided by the Union which shall describe relevant Union information including Union benefits, Union history, Union structure, the name of the assigned Union organizer, Union website address, and relevant telephone numbers.

Section 3. All direct care staff will complete the following training programs as part of the new hire orientation within thirty (30) days of hire:

Boundaries and Professional Relationships

Nonviolent crisis intervention

Fundamentals of Milieu Management

HIPAA

Reporting Child Abuse & Neglect

ARTICLE 9. HEALTH AND SAFETY

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Section 1. The Employer will take all reasonable precautions to safeguard the health and safety of employees covered by this Agreement during their hours of work and to maintain recognized standards of safety and sanitation. The Employer will adhere to the guidelines set out in the FMLA, OFLA, ADA, Workers' Compensation regulations, and the Oregon Safe Employment Act (O.R.S. 654-001 to O.R.S. 654-295 and 654.991) regarding the health and safety of the employees.

Section 2. When it is not in violation of any Federal or State law regarding the clients' confidentiality, it will be the intent of the Employer, to the extent known, to advise the employees in advance on a need-to-know basis, of any clients with an infectious disease. The Employer will provide the employees with the training and supplies necessary for the clients' care and for the safety of the other clients and employees. This, however, does not preclude the employees from using "Universal Precautions" at all times.

Section 3. Employees will be made aware of and follow the Occupational Exposure to Bloodborne Pathogens Policy.

Section 4. The Employer and the Union will make every effort to maintain staffing levels which do not compromise the adequate care of residents. The Employer will staff to the acuity and severity of admitted clients and make every effort to meet or exceed the following guidelines as long as they are in accordance with state requirements:

- (a) No less than one (1) staff for every three (3) children during the day and evening shifts on all residential units and in the Day Treatment program.
- (b) No less than one (1) staff for every six (6) children on overnight shifts.
- (c) No less than one (1) family therapist for every twelve (12) children.

The Employer will also include an explanation of these guidelines in the new hire orientation program including the minimum staff-to-client ratios and which staff are included in these ratios.

Section 5. When deemed medically necessary, the Employer will provide temporary transfers to pregnant employees and to employees suffering from a work-related injury, upon

written request, to available vacant jobs and worksites that pose less physical harm from clients with documented histories of causing physical harm to employees.

Section 6. The bargaining unit shall be allowed to select no less than three (3) of their members to serve on the Workplace Safety Committee, and such service will be on paid time.

Section 7. Through the Labor Management Committee, the Employer and the Union agree to review on-the-job injuries and to jointly develop health and safety programs in an effort to reduce the incidents of on-the-job injuries. On no less than two (2) times annually, the agenda for the Labor Management Committee meetings will include a review of the frequency and type of on-the-job injuries incurred by members of the bargaining unit. Such Labor Management Committee meetings will be scheduled to assure at least one clinical unit supervisor is present at such meetings where on-the-job injuries are discussed.

ARTICLE 10. HOURS OF WORK/OVERTIME/PAYDAY

Section 1. Payday will be the first (1st) and fifteenth (15th) of each month; however, the Employer may change to a twice monthly payroll with thirty (30) calendar days notice to the Union. In the event of such change, there will be no more than sixteen (16) calendar days between paychecks.

Section 2. Overtime must have approval from the employee's supervisor. Overtime hours are any hours in excess of the forty (40) hours in a work week from 12:01 a.m. on Sunday and ending at midnight on Saturday. One and one-half times regular straight-time pay will be paid for all hours that exceed forty (40) hours during the employee's work week, as set forth in the State of Oregon Bureau of Labor and Industries regulations governing the payment of overtime for hourly employees.

Section 3. The Employer will bring all proposed restructuring of program changes to the Labor-Management Committee before implementing the new schedule(s), except in the case of emergencies.

Section 4. Employees who are called in to work on a day they are not scheduled to work shall be guaranteed two (2) hours of pay at their regular rate. Employees not able to work shall call in as soon as possible, but not less than one (1) hour before the start of their schedule, unless an emergency prevents them from doing so.

Section 5. The Employer will post employees' schedules for a two (2) week period for at least a one (1) week period, not later than Monday, 12:00 noon. Employees will be allowed to trade days off if they have permission from their supervisor, his/her designee or lead and such exchange does not require the Employer to pay overtime or any other premium pay which would otherwise not apply if the schedule had not been changed. Trading days and requests for days off will not be unreasonably denied except as noted above. The changing of an individual's schedule will be upon mutual agreement of the employee and the supervisor. Nothing in this Section is intended to restrict the leads authority to schedule.

Section 6. The Employer will provide a paid rest period of fifteen (15) minutes for every segment of four (4) hours (or major segment of four (4) hours) worked by an employee in one (1)

work period. This time must be in addition to and separate from time allowed for meals. Insofar as feasible, the break should be taken approximately midway in the segment of work.

Section 7. The Employer will make coverage calls to call out qualified employees (as reasonably determined by the Employer) with the supervisor's approval by using the following procedure:

- (a) First - Regular Part-time employees
- (b) Second - Regular employees who work less than forty (40) hours
- (c) Third – On-call
- (d) Fourth - Regular employees who work forty (40) hours or more
- (e) Fifth - Leads.

However, steps of this procedure may be skipped in the interest of safety and therapeutic quality as determined by supervisors. The Employer retains the right to call out on-call or contract personnel at any time and such decision shall not be deemed a violation of this Agreement.

ARTICLE 11. EMPLOYEE CLASSIFICATION

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Section 1. For purposes of compensation, eligibility for fringe benefits and Union recognition in this Agreement, employees will be classified in one of the following four categories:

- a) Regular Employees: Employees who work thirty (30) or more hours per week on a regular basis, whether paid on an hourly or salaried basis, will be classified regular. Regular employees are eligible for all fringe benefits provided in the Agreement.
- b) Part-Time Employees: Employees who work less than thirty (30) hours on a regular basis will be classified as part-time employees. Part-time employees are not eligible for fringe benefits as provided in the Agreement, except for holidays.
- c) On-Call Employees: Employees hired on an "as-needed" basis for relief coverage and used primarily for treatment counselors and for food service will be classified as on-call. On-call employees are not eligible for fringe benefits as provided in the Agreement, except for holiday premium pay and seniority.
- d) Temporary Employees: Employees told at the time of hire their employment will be limited by certain conditions such

as a specified date of termination, specified budget, or completion of an assigned work project, will be classified as temporary and will be covered by this Agreement after ninety (90) days of work. Temporary employees are not eligible for fringe benefits provided in the Agreement, except for holiday premium pay.

Section 2. No Change in Classification. The Employer shall have no obligation to revise an employee's classification (category) when an employee temporarily works additional hours (for example, such as maternity leave).

ARTICLE 12. LABOR-MANAGEMENT COMMITTEE

Parry Center for Children and the Union agree to create a Joint Labor-Management Committee which will be charged with the responsibility of working toward mutually beneficial solutions to current workplace issues and for effective, timely, two-way communication and respectful working relationships. The Committee's primary goal is to address operational concerns and develop suggestions which would be expected to lead to better care of clients, career opportunities for bargaining unit employees, and for better operation of the Center. It will be the goal of the committee to reach a consensus on recommendations for action which will be submitted to the management team. Report on the status of these recommendations will be provided in writing or orally at the next committee meeting.

Upon ratification of the Collective Bargaining Agreement by both the Employer and the Union, the Labor-Management Committee shall convene once per month for three (3) consecutive months in order to establish the agenda, process, topics and relevant assignments for work of the Committee. Thereafter, the Committee shall meet on a quarterly basis, or more frequently, depending on mutually agreed need. All Committee meetings will be subject to agenda limitations and shall require all agenda items to be presented in writing to all Committee members no less than seven (7) calendar days prior to the scheduled meeting. No Committee meeting shall adjourn without establishing the next meeting date.

The parties to this Agreement agree to designate Committee Co-Chairpersons, one from the Union (to be selected by the Union) and one from management (to be selected by management). The Committee will consist of two (2) additional appointees from each party, two (2) selected by the Union, and two (2) selected by management. Bargaining unit employees at the Parry Center shall receive their normal straight time rate of pay to attend these meetings, to a maximum of twenty-four (24) hours per month for all bargaining unit participants for any month in which a mutually agreed meeting is held. Each party shall have the option of additional temporary appointees; subject to the needs of the agenda, however, their time will be calculated into the maximum of twenty-four (24) hours for the month, for any month in which a mutually agreed meeting is held. Committee appointments shall be communicated in writing to the respective chair persons.

The Labor-Management Committee shall have no authority to change any of the provisions of this Agreement. The Committee shall have the authority to submit suggested Memoranda of

Agreement for approval and implementation by the Union and the Employer. This Committee process is not intended to prevent timely management decisions.

The Labor-Management Committee shall provide mutually agreed joint communications to the Bargaining Unit and to management regarding the work activities of the Committee. Such agreement does not preclude either the Union or the Employer from making comments regarding those joint communications.

ARTICLE 13. MANDATORY MEETINGS AND TRAINING

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Section 1. Employees will be given as much notice as possible, but not less than seventy-two (72) hours, except in an emergency, of any mandatory meeting. Employees not scheduled to work will be paid two (2) hours at their regular rate of pay for attending the meeting.

Section 2. If required by the Employer, the Employer will pay for Employer-designated training, including restraint training, CPR, and first aid training. If the training does not occur during scheduled work hours, the Employer will pay the employee her regular rate of pay during the training.

Section 3. Employees who voluntarily sign up for Employer-sponsored training sessions are required to attend such sessions in the same manner the employee is expected to report for work on their assigned shift. Employees may cancel their participation in a scheduled training session pursuant to the same procedures outlined in Article 24 Sick Leave, Section 2 for employee absences from scheduled shifts.

ARTICLE 14. SENIORITY

Section 1. Seniority. Seniority is defined as an employee's hours worked for The Parry Center since their most recent date of hire, as set forth in this and other specific articles. For purposes of this Agreement, "most recent" date of hire refers to an employee who has terminated employment at the Parry Center, and who is rehired by the Parry Center at a later date.

Section 2. Application of Seniority.

- A) Layoff. When a decision has been made to reduce the work force, the following procedure will be utilized:
 - 1) Employees in the classifications affected who volunteer will be accommodated first for layoff.
 - 2) Probationary employees within the classification where the reduction will occur will be laid off next.
 - 3) Non-probationary employees in the affected classification and worksite shall be laid off next. In the event two (2) or more employees are equal with respect to their skills, abilities, qualifications and ability to perform the required work in an efficient manner, (as reasonably determined by

the Employer), then the employee(s) with the lesser seniority shall be laid off first.

- B) Vacancies and Displacements: Employees laid off shall have the right to be considered to fill vacancies.
- C) Recall: For a period of twelve (12) consecutive months from the date of layoff, employees will be recalled to open positions in the same classification from which they have been laid off in the reverse order of layoff, provided they remain fully qualified to perform the job functions involved. At the time of layoff, each laid off employee will inform the Employer in writing of the job classification(s) for which he/she desires recall rights, provided the employee can demonstrate prior work performance in such classification acceptable to the Employer. In the event an employee is offered recall to a position for which he/she has requested recall rights and refuses it, such employee shall forfeit all recall rights and be considered to have terminated his/her employment.
- D) Vacation Scheduling: Seniority shall be utilized in the selection of vacation. In the event there is a conflict among employees in the same worksite desiring the same vacation time, the employee with the greatest seniority will be the employee given preference. No employee shall use their seniority rights more than once every two (2) years.

Section 3. The Employer will post, on the Union bulletin boards, seniority lists within thirty (30) calendar days of the effective date of this Agreement and such lists shall be posted for three (3) months and then new lists shall be posted. Employees who disagree with the date posted will discuss it with the Employer, and can review with the Human Resources Director their payroll or human resource records.

Section 4. Employees shall accrue seniority during their continuous employment. No additional seniority shall be accrued during any unpaid leave of absence. The employee shall retain all seniority accrued at the time of the commencement of the unpaid leave of absence.

Section 5. Seniority shall be lost if the employee quits, or is discharged for just cause, or fails to return to work after an approved leave of absence or is off work for any reason in excess of twelve (12) consecutive months (except to the extent otherwise required by law).

ARTICLE 15. JOB VACANCY

Section 1. The Employer will post on the Union bulletin boards, as provided in Article 6, Union Rights, Section 1, and send to all other worksites covered by this Agreement via

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memorandum for a period of five (5) calendar days, all newly created jobs or job vacancies within the bargaining unit. Job postings shall specify the minimum acceptable qualifications, full or part-time status, schedule and worksite. The successful job applicant will be notified within seven (7) calendar days after the hiring decision has been made.

Section 2. All qualified employees covered by this Agreement who are eligible to apply may do so by completing the Job Application Form and submitting it to the Human Resources Manager or designee before the closing date stated on the job announcement, a copy of which will be provided to the applicant. First consideration for all open positions will be given to current Trillium employees before external candidates. The Employer retains sole discretion to determine whether the employee is qualified for the position utilizing the factors as set forth in Section 4 of this Article.

Section 3. A qualified employee covered by this Agreement is eligible to apply provided they have completed their trial service period. A qualified employee covered by this Agreement who has not completed trial service may apply and may be considered if no fully qualified non-probationary employee has applied.

Section 4. The Employer will take into consideration the following factors in the selection of individuals to fill job vacancies:

Educational background, previous work experience, proven skills, availability, potential for professional growth, and willingness to work.

When applicants are judged by the Employer to be equally qualified, seniority will be used as the determining factor.

ARTICLE 16. LEAVE OF ABSENCE

Section 1. Employees shall be eligible for leaves of absence in accordance with the terms of this Article.

Section 2. Personal Leave. An unpaid leave of absence, not to exceed one (1) year, may at the Employer's discretion be granted to employees for any reasonable purpose. No compensation or other benefits shall be paid for any period of the leave. Employees shall not seek or accept other employment while on leave of absence unless permission to do so has been granted in writing prior to the granting of the leave. Employees will be returned to their former jobs, or an equivalent job, within thirty (30) calendar days of notification to the Employer of their return date. Employee requests will not be unreasonably denied.

Section 3. Medical Leave. Unpaid leaves of absence for illness or accident to employees or members of their immediate family (spouse, children, parents, parents-in-law) shall be granted in accordance with Federal and Oregon Family Medical Leave Acts. Accrued sick leave will be applied to such approved leave until exhausted, at which time accrued but unused vacation pay will be applied provided, however, the employee may retain up to ten (10) accrued but unused vacation days. Medical leave will thereafter be without pay. Employees who have exhausted their Medical Leave may request Personal Leave as provided in Section 2 of this Article.

Section 4. Military Leave. Unpaid military leave shall be granted in accordance with Federal and State laws.

Section 5. Jury Duty. The Employer will provide regular full and regular part-time employees with supplemental pay for the pay such employee loses for up to seven (7) days while on jury duty. Eligible employees will be paid the difference between their regular pay and the amount of jury pay received. On the days when the jury is excused early or from any service, employees will be expected to work the balance of their normal shift, with the exception of swing and graveyard shift. An employee who works swing or graveyard shift, and who serves on jury duty, shall be paid as above, except that an employee shall not receive any compensation beyond his/her regular scheduled time shift within any twenty-four (24) hour period, and shall not be required to work his/her shift following serving on jury duty.

Section 6. Union Leave. A leave of absence shall be granted to an employee to accept a temporary position with the Union for a period of up to one (1) year. An employee who desires to accept a temporary Union position which is reasonably anticipated to last for six (6) months or more must provide the Employer with no less than sixty (60) calendar days written notice of such intention. An employee who desires to accept a temporary Union position which is reasonably anticipated to last less than six (6) months must provide the Employer with no less than thirty (30) calendar days written notice of such intention. Not more than one (1) employee may take such leave at any time. No compensation or benefits shall be paid for any period of Union Leave. Union Leave may be extended for an additional year by mutual agreement between the Union and the Employer, provided the same written notice described above is provided to the Employer. Employees will be returned to their former jobs, or an equivalent job, within thirty (30) calendar days notice to the Employer of their date of return.

Section 7. Employees are required to notify their immediate supervisor of the need to take leaves of absence as soon as possible. Employees must complete and submit a Request for Leave of Absence to the Human Resources Director or designee. Leave of absence forms shall be provided by the immediate supervisor.

ARTICLE 17. UNION REPRESENTATION

12/16/09 9:24 AM

Comment: TAd 9-23-09 ASC/DL

Section 1. The Union may be represented by stewards for the purpose of receiving, investigating, and filing grievances; and representing workers in disciplinary procedures and grievance meetings. The Union agrees to furnish the Employer with a written list of stewards so designated with any change in the list, which may be made from time to time. There shall be four (4) Union stewards with the understanding that Union officers may function as additional stewards.

Section 2. Union stewards shall be free to conduct their duties with the understanding that such duties will be conducted and will not interfere with the normal operations or conduct of business at the Parry Center. Stewards will be paid when they perform their duties during their working hours. The time given to perform their duties will be scheduled with the permission of the supervisor. In no event shall stewards be paid to conduct their duties for more than one (1) hour in their work week. Time spent in meetings with management shall not be deducted from this hour.

Section 3. The designated Union stewards and officers may be granted up to two (2) work days off without pay each year of the contract for the purposes of attending Union educational programs. Requests shall be made in writing to the employee's immediate supervisor at least thirty (30) calendar days in advance.

ARTICLE 18. DISCIPLINE AND DISCHARGE

12/16/09 9:24 AM
Comment: TAd 10-1-09 ASC/DL

Section 1. Discipline for infractions of work rules shall be progressive, beginning with verbal counseling and progressing to written warnings, suspension without pay, and discharge, provided that discipline may be imposed at any step in progressive discipline as determined by the seriousness of the conduct and other relevant circumstances. In all cases, the employee being disciplined will, upon request, have an on-site Union representative or steward present. An employee may utilize the grievance procedure to remove improper disciplinary actions from his/her personnel record. The Employer shall forward to the on-site Union steward or, if not present, a Union officer, notice and/or copies of all disciplinary actions. Any minor infractions of work rules (for example, verbal or written warnings not related to client care) will be removed from an employee's personnel file after one (1) year from the date of such infraction assuming there have been no repeat violations of the same infraction during that time period. Under no condition will final written warnings be removed from an employee's personnel file. Major infractions of work rules that are corrected to the mutual satisfaction of the Employer and employee will have a letter of resolve from the employee's supervisor attached to the infraction.

Section 2. In the event suspension of an employee is determined to be appropriate discipline, the period of suspension shall not exceed three (3) regularly scheduled work days for FLSA non-exempt employees and a full work week for FLSA-exempt employees.

Section 3. Employees covered by this Agreement shall be disciplined and discharged only for just cause.

Section 4. The Employer agrees that no new work rules will be introduced during the term of this Agreement without prior notification to the Union.

Section 5. The Employer agrees to give copies of all evaluations, disciplinary actions, and employee responses to employees and will allow employees to see their personnel files in the presence of the Human Resources Director or designee, upon request.

ARTICLE 19. GRIEVANCE AND ARBITRATION

12/16/09 9:24 AM
Comment: TAd 10-1-09 ASC/DL

Section 1. A grievance is defined as any dispute concerning the application or interpretation of a specific provision of the Agreement.

Step 1. The grievance must be reduced to writing and describe the events which led to the grievance, the specific provision(s) of the contract alleged to have been violated and the relief requested. The grievant(s) and/or the Union steward will file the grievance with the immediate supervisor within thirty (30) calendar days of the occurrence. If the grievance is not reduced to writing and submitted within thirty (30) calendar days of the occurrence, then the grievance shall be deemed to have been waived as untimely. The supervisor will meet with the Union within fourteen (14) calendar days of written

submission. The supervisor will provide an answer in writing within seven (7) calendar days following such meeting. If the grievance is not settled, then the Union can appeal the grievance to the next step within fourteen (14) calendar days of the supervisor's written answer.

Step 2. The grievant(s) and the Union steward will meet with the Human Resources Director or his or her designated representative within seven (7) calendar days of when the grievance was appealed at Step Two. The Human Resources Director or designated representative will give her answer in writing within seven (7) calendar days of when the meeting occurred.

Step 3. If the grievance is not settled at Step 2 then the Union can appeal the grievance to the employer's Chief Administrative Officer or his/her designated representative within seven (7) calendar days of the Human Resources Director's decision. The grievant(s) and the Union steward will meet with the Chief Administrative Officer or the designated representative within seven (7) calendar days. The Chief Administrative Officer or designated representative will give his/her answer in writing within seven (7) calendar days of when the meeting occurred. The Union can submit the grievance to arbitration within thirty (30) calendar days of the written answer at Step Three (3).

Step 4. The grievance will be submitted to arbitration with notice to the Employer and an arbitrator will be appointed by the parties alternately striking names from a list of seven (7) arbitrators on a panel from Northwest arbitrators provided by the Federal Mediation and Conciliation Service. The party requesting arbitration shall strike the first name. The arbitrator shall have jurisdiction and authority only to interpret, apply, or determine compliance with specific terms of the Agreement and shall not have jurisdiction to add to, detract from, or alter in any way, the provisions of the Agreement. Any decision within the jurisdiction of the arbitrator will be final and binding upon the parties. The expenses and salary involving the services of the arbitrator will be borne by the losing party.

Section 2. If either party fails to answer the grievance within the time limits mentioned above, the grievance will automatically advance to the next step.

Section 3. All references to number of days, unless otherwise indicated, are calendar days.

ARTICLE 20. GENERAL PAST PRACTICE

Section 1. The Employer agrees to continue the following past practices:

- 1) Employees will be reimbursed for mileage at the current IRS rate, and for parking expenses for the use of their vehicles for the Employer's business.
- 2) Parry Center prepared meals will be provided to those employees on duty who are providing treatment during meal time.

- 3) Employees will have the opportunity to adjust hours within the work week to accommodate medical appointments that cannot be attended outside their regular work schedule, with the approval of their supervisor.

ARTICLE 21. GENERAL PROVISIONS

Section 1. If this Agreement should be modified or amended in any respect during its term, such modification or amendments must be set forth in writing and executed by the duly authorized agents of the Employer and the Union.

Section 2. Whenever used in this Agreement, "days," "weeks," "months," and "years" shall refer to calendar days, weeks, months, and years unless otherwise specifically noted.

ARTICLE 22. CONTRACTING OUT

Section 1. The Employer will not contract out bargaining unit work during the term of this Agreement, except under the limited circumstances described below.

Section 2. In the event of a staffing shortage due to causes beyond the Employer's control, including but not limited to emergencies or an inability to recruit or hire sufficient numbers of staff, then the Employer shall have the right to enter in to contractual arrangements with outside companies, employment agencies or entities or individuals for temporary staffing. Under these circumstances the Employer shall not be precluded from paying wages and benefits to temporary staff that are higher than the existing rates and benefits, and shall provide to the Union monthly, a list of the names, job functions, wages, and benefits of the temporary Parry Center employees who are employed more than thirty (30) calendar days.

The purpose of this exception is not to eliminate bargaining unit work; rather the purpose of the exception is to maintain operations and staffing to meet the needs of the Employer's clients and remain in compliance with administrative and regulatory requirements.

ARTICLE 23. DRUG TESTING

The Employer and Union recognize that the use of alcohol and drugs is a serious and dangerous problem. To prevent such problems from occurring at the site of the Employer or while an employee is working, and to ensure the safety of all employees and clients, the Employer will immediately discipline any employee who sells, possesses, uses, or reports to work under the influence of alcohol or drugs or any other illegal substance. Disciplinary action may include but is not limited to discharge. The Employer encourages any employee with a personal substance abuse problem to seek voluntary assistance in confidence through any chemical dependency rehabilitation programs either offered under employee benefit plans or any employee assistance program of the Employer before the Employer develops reasonable suspicion to require a drug or alcohol test. Treatment sought by an employee after a violation of the Employer's drug or alcohol policy will not normally be considered by the Employer as part of the disciplinary decision.

Section 1 - Alcohol. The possession, transfer, offering, consumption or being under the influence of any intoxicating liquor while on the Employer's property, or while an employee is working will generally result in immediate termination. Alcoholic beverages which are stored unopened in the employee's personal vehicle shall not be included in the possession rule.

Section 2 - Drugs. The possession, transfer, sale, offering, consumption or being under the influence of any illegal drug or narcotic, hallucinogen, stimulant, sedative, or legal drug (except as authorized by a physician, and reported to their immediate supervisor prior to work) while on the Employer's property, or while an employee is working will generally result in immediate termination. An employee who tests positive for any such substances by screening and confirmation tests will be "deemed under the influence" for purposes of this rule. The only exception other than doctor prescribed medication, is that less than fifty (50) nonograms of THC, the active ingredient in marijuana, will not be considered a positive test.

This Article is not intended to prohibit the safe and legal use of prescription and non-prescription medications. However, it is the employee's responsibility to determine from the physician or the label whether or not any prescribed or over-the-counter drugs would impair his/her safety or job performance, and to report the use of such drugs to his/her immediate supervisor. Any failure to report the use of such drugs or to provide proper evidence of medical authorization may result in disciplinary action up to and including discharge.

Section 3. Reasonable Suspicion and Testing. When reasonable grounds exist to believe an employee has consumed or is under the influence of alcohol or any substance in violation of this policy, the Employer may require the employee to submit to appropriate tests, including urinalysis. Failure to give written consent to drug and alcohol testing or failure to provide samples for such testing will be grounds for immediate suspension and possible termination. Employees who feel that they have a legitimate grievance must submit to testing, and then file a grievance.

Reasonable grounds means that a supervisor must have reasonable suspicion to believe that an employee is under the influence of alcohol or drugs. Reasonable suspicion includes but is not limited to 1) unsatisfactory work performance, adequately documented, for which no apparent or otherwise known reason exists; or a change in employee's prior pattern of work performance where some drug or alcohol-related documentation indicates a possible linkage; 2) physical and/or behavioral symptoms consistent with substance abuse; 3) evidence of illegal substance use, manufacture, possession, sale or delivery; 4) occurrence of a serious or potentially serious accident which may have been caused by violations of established safety rules, security policies, or other operating procedures; and 5) fights or assaults, or erratic and/or violent behavior.

If two (2) management employees are on the premises, the reasonable suspicion for testing must be confirmed by another member of management. If only one is on the premises, the supervisor must confirm his reasons for testing with another member of management by telephone prior to testing.

The Employer shall select a SAMSHA/NIDA or CAP (College of American Pathologists) certified facility for base testing and confirmation testing at the Employer's expense. The facility for confirmation testing must meet all standards for laboratory performance, and they must

employ certified Medical Technologists and Technicians. The Union will be provided with the testing facility's names, addresses, and credentials. All samples which test positive will be confirmed using a superior or equally reliable test if such confirming test is reasonably available. A positive alcohol test is one in which the results indicate a level of .04 or higher.

The employee, at his/her expense, will have the opportunity to have a reputable testing facility, with similar or same requirements as enumerated above, test the same sample submitted to the original test facility. An employee may request the independent test by notifying the Employer or designated Employer representative, in writing, within two (2) calendar days after the day the employee is informed of the test results. The test results will be kept confidential and will be available only to a designated Employer representative and a designated Union representative.

The Employer, in its sole discretion, may offer a second chance return to work agreement to an employee who violates this policy. An employee who returns to work after a suspension will be subject to monthly testing for a period of no less than twelve (12) months. If a positive test is returned, the employee will be terminated effective immediately.

The Employer may search, without the employee's consent, all areas owned or controlled by the Employer. All vehicles, equipment, offices, desks, and lockers owned or controlled by the Employer are subject to search when the administrator or designee has determined that there is reasonable suspicion to believe that controlled substances may be found. Such searches may not be random, and must be conducted by two (2) supervisors. The affected employee is entitled to have a witness present at the time of the search, and that person's elected Union officer(s) shall be notified prior to the search being conducted. The administrator or supervisors shall not physically search employees or their personal property, and shall notify the appropriate Police Department when they have found reasonable grounds to believe that an employee may have a controlled substance in his/her possession or in an area controlled by the Center. The employee agrees not to remove personal property that is subject to search and in doing so, such removal may be cause for discipline up to and including termination.

None of this Article, including the testing procedure is intended to be in violation of the law, and if they are found to be, they shall be eliminated without interfering with other parts of this Agreement.

ARTICLE 24. SICK LEAVE

12/16/09 9:24 AM

Comment: TAd 10-1-09 ASC/DL

Section 1. All regular employees will accrue seven (7) paid sick leave days during the first year of service and one additional day per year of service up to a maximum of nine (9) days per year. Such sick leave shall be accrued on a monthly basis at the rate of the employee's accrual based on the Employee's years of service. Eligible employees will begin accumulating sick leave on the first full pay period worked following the date of hire. Sick leave hours will be added to employee accounts on a semi-monthly basis and are available as accrued. Employees may use accrued sick leave for illness, injury, mental health, or medical/dental appointments for themselves or their immediate family (spouse, children, parents, parents-in-law, or domestic partner).

Section 2. Non-direct care employees must call and speak to their immediate supervisor or lead worker (rather than leaving a phone message or message with other employees) as soon as

they become aware of their need to be absent for an assigned shift. Such telephone call must be made not less than two (2) hours prior to the beginning of the employee's scheduled shift. Employees will provide a doctor's certificate upon request after their third consecutive day of illness or injury. These call-in requirements shall apply to all non-direct care employees who do not report for work on their scheduled shift, regardless of whether such employee intends to use sick leave for such absences.

Direct care employees must call a dedicated sick call phone as soon as they become aware of their need to be absent for an assigned shift. Such telephone call must be made not less than two (2) hours prior to the beginning of the employee's scheduled shift. Employees will provide a doctor's certificate upon request after their third consecutive day of illness or injury. These call-in requirements shall apply to all direct care employees who do not report for work on their scheduled shift, regardless of whether such employee intends to use sick leave for such absences.

Section 3. The Employer will continue the current practice of permitting employees to donate up to six (6) sick leave days within a twelve (12) month period to another employee's sick leave bank. However, an employee who voluntarily terminates may not donate any sick leave days within thirty (30) days of the termination date. Sick leave hours paid shall not be included as hours worked for purposes of calculating overtime under Article 10, Hours of Work/Overtime/Payday.

Section 4. Employees may accumulate twenty (20) days of sick leave.

ARTICLE 25. VACATION

12/16/09 9:24 AM

Comment: TAd 12-1-09 ASC/DL

Section 1. Effective January 1, 2010, the bargaining unit vacation schedule is as follows:

0 – 2 years of employment 2 weeks

3 – 5 years of employment 3 weeks

6 plus years of employment 4 weeks

Section 2. As of January 1, 2001, employees shall be entitled to accrue vacation at the rate of one-twelfth (1/12th) of their vacation eligibility for each completed one (1) month of service. New employees who are hired on or after July 1, 2000 shall also accrue vacation at the rate of one-twelfth (1/12th) times the employee's accrual rate described in Section 1 above. New employees shall not be eligible to take or receive pay for a vacation until such employee has completed the required trial service period of 600 hours. Vacation accruals will be prorated for any month in which the qualified employee works or is compensated less than one hundred and twenty (120) hours. Employees shall be paid accrued vacation at the employee's pay rate in effect at the time the vacation is taken. In the event of a resignation or termination, the employee shall only be entitled to receive the amount of accrued but unused vacation that is in effect at the time of such termination or resignation. Once an employee's accrued vacation leave reaches one hundred and sixty (160) hours, no additional vacation will be accrued by such employee until the balance drops below a one hundred and sixty (160) hour maximum, unless an employee reaches his/her maximum and is unable to use his/her previously scheduled vacation time due to Parry Center requirements. If such a situation occurs and is documented and signed by the employee's

supervisor and a Human Resources Representative, then the employee will be allowed to temporarily exceed his/her maximum accrual. Vacation accrual hours over the maximum limit must be used within six months (6) or the hours will be forfeited.

Section 3. Requests to schedule vacation must be submitted in writing to the employee's immediate supervisor as soon as the employee is aware of the time desired, but no less than thirty (30) calendar days before the requested date(s). In the event more than one employee requests the same days, the employee with the most seniority will be given the time. No employee shall use their seniority rights more than once every two (2) years. In emergency situations, an employee who finds a replacement employee will be granted vacation time with their supervisor's approval. Vacation requests will not be unreasonably denied.

ARTICLE 26. HOLIDAYS

Section 1. Employees will receive the following paid holidays:

New Year's Day	Independence Day
Martin Luther King Jr., Day	Labor Day
Memorial Day	Thanksgiving Day
Christmas Day	

If the holiday falls on Saturday, it will be celebrated on Friday. If the holiday falls on Sunday, it will be celebrated on Monday. Holiday pay is not granted during leaves without pay.

Section 2. Certain non-exempt employees may be required to work holidays and will be paid at twice their hourly rates for hours worked on the actual holiday. Holiday pay and holiday hours paid at overtime are not included for purposes of calculating hours worked for overtime purposes. Should the holiday fall on a day that an eligible non-exempt employee is not scheduled to work, the employee will be paid at her regular rate, based on the number of hours of the employee's "average day."

Child Care Therapists may be required to work holidays and will receive regular pay (not double time) for worked holidays.

All other regular and part-time employees will receive the day off on observed holidays with pay at their regular rates for that day.

Section 3. If an observed holiday which would have been a scheduled work day occurs during an employee's vacation period, the day is not charged against accrued vacation leave but is paid at the employee's regular rate for the number of hours normally scheduled to work.

Section 4. If a regular salaried employee is required to provide regularly scheduled on-call coverage on an observed holiday, the individual will receive a regular work day off in exchange.

Section 5. All regular full-time staff will be granted their birthday off each year with pay. If unable to take the exact day off, another day may be taken with supervisor approval within five (5) calendar days before or after their birthdays.

12/16/09 9:24 AM

Comment: Current Language TAd 12-1-09
ASC/DL

Section 6. Temporary and on-call employees will receive double time for hours worked on the holidays.

ARTICLE 27. BEREAVEMENT

Regular employees who have completed their trial service period will be granted three (3) paid days per incident bereavement leave for the death of a current spouse, child, parent, siblings, parent-in-law, grandparent or domestic partner and up to two (2) additional days with pay, for travel or other reasons, which may be approved by the Chief Operating Officer if requested in writing by the eligible employee and signed by his/her supervisor. Bereavement leave shall only be paid for time that had been previously scheduled as work time.

ARTICLE 28. CONTINUATION EDUCATION AND PROFESSIONAL TRAINING

Section 1. The Employer will pay for ten (10) hours of relevant and appropriate training needed to accumulate ten (10) CEU's for Child and Family Therapists each year of the Agreement with the schedule approved by the employee's direct supervisor.

Section 2. Full time licensed CFT's will be allowed up to three (3) work days leave at regular pay to attend offsite trainings, with prior approval of their supervisor, each year of the Agreement.

ARTICLE 29. COMPENSATORY TIME

Federal and state law prohibits the use of compensatory time as payment for overtime. However, non-exempt employees may choose, with the advance approval of their supervisor, to "trade" hours worked during the same week; for example, an extra hour worked on Monday may be traded for an hour off on Tuesday. Employees will not be allowed to "bank" extra hours worked for additional time off later.

ARTICLE 30. RETIREMENT

Section 1. The Employer will continue the current Mutual of America Retirement Plan through December 31, 2010. Non-vested retirement funds will be frozen at their amount as of December 31, 2010. If an employee continues his/her employment with the Parry Center and works a total of five (5) years such that his/her retirement funds would have vested if the Mutual of America Retirement Plan had been continued, the employee will be treated as if his/her retirement funds are vested at the amount level frozen on December 31, 2010.

Effective January 1, 2011, the Employer will provide a 401(k) option retirement plan through the Standard (Trillium Family Services, Inc. Employees Retirement Plan, Contract No. 502727), or a plan which is substantially equivalent for employees, during the remainder of the term of this Agreement. The Employer will match employee contributions to their 401(k) retirement account at a one hundred percent (100%) basis up to three percent (3%) of the employee's base pay. The Employer will match additional employee contributions to their account at a fifty percent (50%) basis up to five percent (5%) of the employee's base pay. Once an employee has contributed a total of five percent (5%) of his/her base pay, the Employer will not match additional employee contributions. An employee is not eligible for the Employer match until he/she has been

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Comment: TAd 12-8-09 ASC/CF

employed by the Parry Center for one year. In the event the Employer is required to switch retirement plans after January 1, 2011, the Employer will negotiate the changes with the Union.

Section 2. The Employer will continue the current Mutual of America Tax-Deferred Annuity Plan, or a plan which is substantially equivalent, for employees through December 31, 2010.

Effective January 1, 2011, the Employer will provide a profit-sharing plan. The Employer's contribution amount will be determined each year at the sole discretion of the Employer.

ARTICLE 31. HEALTH CARE AND LIFE INSURANCE

12/16/09 9:24 AM

Comment: TAd 12-1-09 ASC/DL

Section 1. All regular employees are eligible for health and dental insurance benefits, subject to the terms and conditions contained in the Employer's contracts with the respective insurance carriers. Benefits will begin the 1st of the month following a ninety (90) day waiting period. Part-time, on-call and temporary employees are ineligible for insurance benefits except Workers' Compensation insurance coverage. As long as premium rates remain within negotiated amounts set forth below, the Employer agrees to maintain the current Kaiser healthcare and dental plans if available. If the current plans are not available at the negotiated rates, the Employer agrees to provide a comparable plan if allowable. If premium rates exceed negotiated amounts, the Union may request to meet with the employee to determine whether to modify benefit plans.

Section 2. An employee may opt to have coverage provided for his or her dependents with the entire additional cost of the dependent coverage paid for by such employee by way of a payroll deduction. To the extent consistent with the requirements of Kaiser Permanente, domestic partner coverage will be available to employees provided proper documentation of a long-term relationship in an affidavit form acceptable to the Employer shall be required for eligibility of such coverage of domestic partners.

Section 3. Effective January 1st, 2010 the Employer shall pay up to three hundred eighty-two dollars and seven cents (\$382.07) of the monthly employee-only health and dental premiums for coverage offered by Kaiser Permanente for regular employees who are otherwise eligible for Employer paid health and dental insurance coverage.

Effective January 1, 2011, the Employer shall pay up to four hundred forty-three dollars and 79 cents (\$443.79) of the monthly employee only health and dental premiums for coverage offered by Kaiser Permanente for regular employees who are otherwise eligible for Employer paid health and dental insurance coverage.

Section 4. No later than the first (1st) day of the month following the employee's trial service period, the Employer will provide term life insurance, accidental death and dismemberment insurance, and long-term disability insurance for all of its regular employees.

Section 5. If the Employer changes any of the above policies (health, dental, life, accidental death and dismemberment, and long-term disability) it will provide similar benefits as currently in effect and pay the premium for employees, as described in Sections 2 through 4 above.

Employees who transfer from part-time or on-call status to full time will qualify for health and welfare coverage beginning the first (1st) day of the month following the employee's completion of the ninety (90) day waiting period.

ARTICLE 32. WAGES

12/16/09 9:24 AM
Comment: TAd 12-1-09 ASC/DL

Section 1. Rates of pay and classifications of work for employees covered by this Agreement are set forth below which is a part of the Agreement. Nothing in this Agreement shall be construed to prohibit the Employer from paying employees in excess of the wage rates described below. For disciplinary reasons, the Employer may reduce an employee's compensation so long as such reduction does not result in compensation below the minimum wage rates set forth below. The Employer agrees to give the Union no less than fourteen (14) calendar days written notice of its decision to offer to pay any employee or applicant in excess of the wage rates described below. Written notice may be communicated to the Union by facsimile transmission and will also be sent by certified mail. The Union shall have fourteen (14) calendar days from the date such notice is sent by facsimile transmission to meet with the Employer for purposes of negotiating over the Employer's proposed wage change. The Employer may apply the proposed wage rate adjustment after the expiration of the fourteen (14) calendar day notice period described above in the absence of mutual agreement between the Employer and Union on such wage change. If the Employer applies an adjusted wage rate after such fourteen (14) day calendar period, such action shall not be considered a violation of the terms of this Labor Agreement.

Wage Scale for CATS effective October 1, 2009 (Current)

CATS I	\$	9.75
CATS II	\$	10.00
3 months	\$	10.25
6 months	\$	10.50
9 months	\$	10.75
One year	\$	11.00

Employees in the following job categories have the following pay rates: (Current) October 1, 2009

<u>Classification</u>	<u>Base Wage Rate</u>
Child and Family Therapist, Salaried	\$ 35,468.62 (per year)
Child and Family Therapist, part-time	\$ 17.55
Clerical Staff/Secretary/Receptionist/Clerk	\$ 10.39
Accounting Assistant	\$ 15.46
Maintenance Worker	\$ 11.48
Nurse	\$ 26.00
Cook	\$ 10.38
Cook's Helper	\$ 9.88
Housekeeper	\$ 9.81
Awake Overnight TC Same scale as CATS I and CATS II	\$
On Call Clinical Responder	\$ 16.46

Transition Care Worker (no longer have this position)	\$ 40,087.92 (per year)
Cook II	\$ 10.88
Health Service Assistant	\$ 11.02

Wage Scale for CATS effective March 1, 2010

CATS I	\$ 9.95
CATS II	\$ 10.20
3 months	\$ 10.46
6 months	\$ 10.71
9 months	\$ 10.97
One year	\$ 11.22

CATS II, in order to receive the next step increase, must be in good standing, with no active disciplinary action.

Effective March 1, 2010, CATS II staff who are at the one-year \$11.00 step shall receive a 2% increase to \$11.22. CATS II staff who are at a rate higher than \$11.22 shall also receive a 2% increase.

Employees in the following job categories will receive a two percent (2%) increase effective March 1, 2010:

<u>Classification</u>	<u>Base Wage Rate</u>
Child and Family Therapist, Salaried	\$ (per year) \$36,178
Child and Family Therapist, part-time	\$ 17.90
Clerical Staff/Secretary/Receptionist/Clerk	\$ 10.60
Accounting Assistant	\$ 15.77
Maintenance Worker	\$ 11.71
Nurse	\$ 26.52
Cook	\$ 10.59
Cook's Helper (currently do not have this position)	\$ 10.08
Housekeeper	\$ 10.01
Awake Overnight TC Same scale as CATS I and CATS II	\$
On Call Clinical Responder	\$ 16.79
Cook II	\$ 11.10
Health Service Assistant (currently do not have this position)	\$ 11.24

Wage Scale for CATS effective March 1, 2011

CATS I	\$ 10.15
CATS II	\$ 10.40
3 months	\$ 10.67
6 months	\$ 10.92
9 months	\$ 11.19
One year	\$ 11.44

CATS II, in order to receive the next step increase, must be in good standing, with no active disciplinary action.

Effective March 1, 2011, CATS II staff who are at the one-year \$11.22 step shall receive a 2% increase to \$11.44. CATS II staff who are at a rate higher than \$11.44 would receive a 2% increase.

Employees in the following job categories will receive a two percent (2%) increase effective March 1, 2011:

<u>Classification</u>	<u>Base Wage Rate</u>
Child and Family Therapist, Salaried	\$ 36,902 (per year)
Child and Family Therapist, part-time	\$ 18.26
Clerical Staff/Secretary/Receptionist/Clerk	\$ 10.81
Accounting Assistant	\$ 16.09
Maintenance Worker	\$ 11.93
Nurse	\$ 27.05
Cook	\$ 10.80
Cook's Helper (currently do not have this position)	\$ 10.28
Housekeeper	\$ 10.21
On Call Clinical Responder	\$ 17.13
Cook II	\$ 11.32
Health Service Assistant (currently do not have this position)	\$ 11.46

Section 2. Definition of An Employee in Good Standing

To be eligible for the CATS II increase described above, an employee must have successfully completed the CATS I trial service period.

In order to qualify for the CATS II periodic increases described above, the CATS II employee must be in good standing. An employee is considered not to be in good standing if the employee is on a current work plan and/or if the employee has received any progressive disciplinary actions during the three (3) consecutive month period immediately preceding the scheduled increase. CATS II employees who receive progressive discipline in the three (3) consecutive month period immediately prior to the scheduled increase would be eligible for the next increase on the wage scale ninety (90) consecutive calendar days after the progressive discipline was issued or ninety (90) consecutive calendar days after a work plan has been completed, so long as no additional disciplinary action has occurred. An employee who receives a final written notice, which is the step prior to termination, would be ineligible for the next step increase under either the pay scales described above until one hundred and eighty (180) consecutive calendar days have passed since the date of the final written notice.

The disciplinary actions described above are not intended to modify the language of Article 18, Discipline and Discharge, Section 1 of the Labor Agreement.

For an employee hired directly into a CATS II position, such employee will be eligible for the increases at the three (3) month levels described above, provided the employee has successfully

completed the first three months of service and remains in good standing as described above during each three month interval.

Section 3. The Employer will pay fifty cents (\$.50) per hour shift differential to employees who work Awake Overnights. Shift differential will not be considered as part of the employee's wages for purposes of calculating wage increases.

Section 4. The Employer will pay fifty cents (\$.50) per hour shift differential to CATS assigned to positions on the SCIP unit. Shift differential will not be considered as part of the employee's wages for purposes of calculating wage increases.

ARTICLE 33. SUCCESSORSHIP

The Employer shall not in any manner convey the business to any taker who does not, as a condition of the conveyance, enter into an agreement with the Employer and the Union that it will adopt and maintain this Agreement in effect, and continue the employment of employees covered by this Agreement with all their rights and benefits.

ARTICLE 34. SAVINGS CLAUSE

Should any provision of this Agreement be found by a court of competent jurisdiction to be in violation of any federal, state or city law, that provision will be submitted to negotiation to bring it into compliance with the law. The remaining provisions of this Agreement shall remain in full force and effect.

ARTICLE 35. TERM OF AGREEMENT

Section 1. This Agreement shall become effective as of the 1st day of October, 2009, and shall remain in full force and effect until midnight the 30th day of September, 2011.

Section 2. Either the Union or the Employer shall give notice in writing, to the other party, within ninety (90) calendar to one hundred twenty (120) calendar days of the expiration of this Agreement, of its intent to terminate or negotiate a renewal Agreement.

FOR THE UNION:

Suzanne McCann
Date _____

Megan McTavish
Date _____

Jeremy Gibbon
Date _____

Jenny Bush
Date _____

Doug Lantz, Organizer
Date _____

Leslie Frane, Executive Director
Date _____

FOR THE EMPLOYER:

Kim Scott, President
Date _____

ADDENDUM

This Addendum shall be considered as part of and incorporated into the Labor Agreement between The Parry Center for Children and SEIU Local 503.

The Parry Center for Children and SEIU Local 503 mutually recognize the need to develop a new and more constructive relationship in order to provide the highest quality service to fragile children and families and to ensure a stable, well-trained and productive workforce.

Some of the mutual benefits of a new relationship include the following: Higher levels of care, more productive and harmonious working relationships, improved communications, more cooperative community relations, joint projects to increase fundraising, enhanced conflict resolution, smoother contract administration, higher staff morale, increased longevity and improved wages and benefits.

Specific activities the parties agree to engage in to accomplish these goals include the following:

- Mutually agreed upon joint communications program to highlight the critical treatment and funding shortages for children's mental health services and to promote the Parry Center to the public and to collaborative agencies.
- A mutually agreed upon joint lobbying efforts at the Legislature in order to increase funding for children-based services at Parry Center.
- A functional Labor-Management Committee to enhance communications and encourage the development of a positive working relationship between workers and managers. Management agrees to communicate in advance program decisions and changes to day-to-day operations (including scheduling which applies on a program basis (this does not apply to individual employee schedules)) and to provide members of the committee an opportunity to voice concerns or suggest alternatives.
- A joint commitment to peaceful relations during the entire term of the collective bargaining agreement as it relates to contract violations including the commitment to use exclusively the processes provided for in the collective bargaining agreement to address concerns, dispute and disagreements. The Union specifically agrees to refrain from any activity directed in whole or part against any employee, manager, supervisor, or Trillium Board Member whether such activity is directed against such person at that individual's residence or place of business. The Union agrees, on behalf of itself and all members of The Parry Center for Children Bargaining Unit, that there will not be any "in-house" activity directed at the Employer including, but not limited to, mass demonstrations, group confrontations, or other group activities. Employees will continue to perform their duties in a professional and appropriate manner and will not engage in any slowdowns or refusals to work, or "work to rule" tactics. The parties agree to provide copies of minutes from Labor-Management Committee meetings to the Board of Directors.
- Except as provided by the other terms of this Addendum, the Union specifically agrees, on behalf of itself and all members of the Parry Center for Children Bargaining Union

that it will not directly or indirectly attempt to communicate for any purpose or direct any activity in whole or part, against any Trillium Board Member, whether such activity is directly against such Trillium Board Member at that individual's residence or place of business. This clause shall remain in full force and effect for a period of one hundred twenty (120) calendar days after expiration of this parties' collective bargaining agreement.

- The Parry Center Board of Directors, Executive Committee (10 members), agrees to meet with three (3) representatives of SEIU Local 503, one of whom is the Executive Director twice every twelve (12) months. The first of these meetings will occur on or within sixty (60) calendar days of the date the parties ratify the new Collective Bargaining Agreement.

This Letter of Agreement applies for the duration of the 2009-2011 collective bargaining agreement.