



COLLECTIVE BARGAINING AGREEMENT

Contract expires November 15, 2009

**Between Service Employees International Union
Local 503, OPEU and Alvord Taylor Independent
Living Services**



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COLLECTIVE BARGAINING
AGREEMENT 2007-2009

BETWEEN

Service Employees International Union
SEIU Local 503, OPEU

AND

Alvord-Taylor Independent Living Services
Springfield, Oregon

Contract expires November 15, 2009

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This Agreement is made and entered into the 10th day of March, 2008 by ALVORD TAYLOR INDEPENDENT LIVING SERVICES located at 405 North A Street, Springfield, OR 97477 (“the Employer” or “the Agency”) and SERVICE EMPLOYEES INTERNATIONAL UNION Local 503, OPEU, CTW, CLC located at 488 E. 11th Avenue, Suite 100-B, Eugene, OR 97401 (“the Union”).

The parties agree as follows:

ARTICLE 1 - RECOGNITION

The parties recognize that:

- a. The Employer is a nonprofit corporation governed by a volunteer Board of Directors;
- b. The Employer is dependent upon the quality and dedication of its employees to achieve its mission; and
- c. The Union is the exclusive collective bargaining representative, with respect to wages, hours, benefits, and related terms and conditions of employment, for the bargaining unit of employees employed by the Employer, but excluding confidential employees, guards and supervisors as defined by the National Labor Relations Act (as certified in the NLRB Case No. 36-RC-5877).

ARTICLE 2 - DEFINITIONS

As used in this Agreement, the following definitions apply:

1. “Days” means Monday through Friday, unless specified otherwise.
2. “Week” is any period of seven (7) consecutive 24-hour periods, including Saturday and Sunday. Usually the beginning of a week is Monday.

ARTICLE 3 - NON-DISCRIMINATION AND HARASSMENT

Section 1. No Discrimination. Neither the Employer nor the Union shall unlawfully discriminate against, or in favor of, an employee covered by this Agreement on account of race, color, creed, national origin, disability, gender, age or Union activity, and shall not discriminate against an employee due to political belief or sexual preference.

Section 2. Manner of Acting. The Employer, the Union and Union representatives agree that they will not act in an arbitrary and capricious manner and that all employees shall treat each other courteously and with respect while at work.

Section 3. No Harassment. The intent of the Employer and the Union is that all employees shall work in an environment free of harassment. Harassment of employees by fellow employees shall not be permitted, regardless of their working relationship, union activity or supervisory status.

Specifically forbidden is harassment of a sexual, racial, ethnic, religious or disability related nature. This includes unwelcome sexual advances; innuendoes; unwelcome touching; dirty jokes; sexually explicit posters; and other verbal, graphic or physical conduct of a sexual nature, which has the purpose, or effect, of creating an offensive work environment. It also includes racial slurs; ethnic jokes; derogatory comments or gestures about a person's physical or mental limitations, and other verbal, graphic, physical or other conduct of a racial, religious, ethnic or disability related nature that creates an offensive work environment.

In addition, no one shall suggest or threaten that an employee's cooperation, tolerance or objections to unwelcome conduct of a sexual, racial, ethnic, religious or disability related nature shall have an effect on that employee's employment.

Section 4. No Retaliation. Retaliation for reporting incidents of discrimination/harassment in good faith shall not be tolerated and is subject to discipline under Article 9, Discipline and Discharge, of this Agreement.

ARTICLE 4 - MANAGEMENT RIGHTS

The Union recognizes that the Employer's primary purpose is to provide quality lives for individuals with development disabilities. The Union agrees that the Employer has the right to operate and manage the Corporation, except as specifically modified by the terms of this Agreement, subject to applicable laws, and subject to negotiations with the Union over mandatory subjects of bargaining. This includes the right to:

- a. establish the mission and objectives and to organize all resources to achieve the stated mission and objectives;
- b. maintain order and efficiency;
- c. direct employees and determine or subcontract job assignments and work schedules;
- d. determine the methods, means and personnel to be used and alter operational methods and procedures;
- e. determine employee requirements; to determine the kind, location and transfer of facilities;
- f. determine whether the whole or any part of the corporation shall continue to operate;
- g. select and hire employees;
- h. promote and transfer employees;
- i. discipline, demote or discharge employees;
- j. lay off employees;
- k. recall employees;

- l. may require overtime work of employees when staffing is unavailable. Management will make every effort to replace the staff working as soon as possible including but not limited to management working the shift; and
- m. promulgate rules, regulations and policies, provided that such rights shall not be exercised so as to violate any provision of this Agreement or the law.

ARTICLE 5 - UNION MEMBERSHIP

Section 1. Condition of Employment. All present employees and all employees hired after the effective date of the Agreement shall become and remain members in good standing of the Union, as a condition of employment within thirty (30) days following the date of hire.

Section 2. Good Standing. To remain a member in good standing for the purpose of Section 1 of this Article, the employee need only present to the Union the initiation fees and periodic dues regularly and uniformly required of all members.

Section 3. Dues. The Employer agrees that upon receipt of individually signed authorization forms provided by the Union and approved by the Employer, it shall deduct at every pay period the initiation fees and/or the periodic dues uniformly required of its members by the Union. These deductions may include regular Union dues, political dues check-off or voluntary political contributions.

- a. The Union shall be responsible for notifying the Employer in writing of any changes in the amounts of initiation fees and/or periodic dues at least thirty (30) days prior to the month in which the changes shall take effect.
- b. All monies deducted shall be forwarded by the Employer to the Union together with a list of names of employees for whom deductions have been made, no later than the fifteen (15) days following the pay period in which the Employer has made the deductions. The Union shall provide to the Employer a current e-mail address to which the list may be sent electronically.
- c. An employee may revoke the dues deduction authorization by written notice directed to the Employer and the Union. Such revocation shall be effective in the payroll period following receipt of the notice.
- d. In case an employee becomes delinquent under the provisions of this Article, the Union shall notify the Employer of such fact in writing; and the Employer shall notify the delinquent employee within ten (10) days of such delinquency. The employee shall then be given ten (10) days within which to present a receipt or certificate issued by the Union showing that the delinquency has been resolved. If the delinquency has not been resolved after ten (10) days, the employee shall be subject to discharge.

- e. The Employer agrees to forward to the Union a list of new hires (their names, addresses and phone numbers), terminations and employees on leave of absence no later than the fifteenth (15th) day of the month following their dates of hire, termination or commencement of leave.

Section 4. Indemnification. The Union shall indemnify the Employer and hold it harmless against any and all suits, claims, demands and liabilities that shall out of or by reason of any action taken by the Employer for the purpose of complying with the provisions of this Article, or in reliance upon any authorization form, list or information that has been furnished by an employee or by the Union to the Employer.

Section 5. Right of Nonassociation. Bargaining unit members who exercise their right of nonassociation under Section 19 of the National Labor Relations Act, or Title VII of the Civil Rights Act of 1964, shall pay an amount equivalent to Union dues to a nonreligious/non-labor charity, selected by the employee, which qualifies under Section 501(c)(3) of the Internal Revenue code. Such payment shall be remitted to that charity by the employee and this fact certified to the Union upon its request. Failure to remit this payment or provide certification to the Union shall be treated in the same manner as failure to maintain good standing in the Union as defined in this Article.

ARTICLE 6 - UNION REPRESENTATION

Section 1. Union Stewards. The Union may be represented by stewards for the purpose of receiving and investigating grievances and representing workers in disciplinary procedures. The Union agrees to furnish the Employer with a written list of members of the bargaining unit designated as stewards within two (2) weeks of the effective date of this Agreement. The Union shall provide the Employer with a written list of changes to that list within thirty (30) days of each change.

Section 2. Function of Stewards. The function of the stewards shall be:

- a. To present to the Employer any grievances arising under the terms and conditions of this Agreement that has been requested by the employee(s);
- b. To investigate such grievances for proper presentation to the Employer;
- c. To attend meetings with representatives of the Employer to present grievances;
- d. To represent the Union in New Employee Orientations; and
- e. To educate bargaining unit members about the function of the Union and this Agreement.

Section 3. Conduct of Duties. The Employer agrees that the steward(s) shall be free to conduct their duties as described in Section 2 of this Article, with the understanding that these duties shall not interfere with normal operations or conduct of business or the employee's regular duties. The Employer shall pay stewards when they perform these duties, other than representation at new employee orientations and educating bargaining unit members, during their regularly scheduled working hours, for a total of up to eighteen (18) hours in two (2) consecutive pay periods for all stewards combined. Stewards may be paid for more hours with permission of the Employer's Executive Director, if required. The permission shall not be unreasonably denied. Stewards shall not be entitled to overtime or payment for travel time during performance of duties under this Article. Neither the steward nor the employee shall use the Employer's supplies or equipment for performance of these duties or for travel in performance of these duties.

Section 4. Union Leave Time. Employees acting as Union stewards or officers of the Local or bargaining unit each shall be granted up to ten (10) days per year of time off without pay, up to a cumulative total of thirty (30) days per year, for the purpose of attending Union functions, in accordance with the Employer's leave policy. Requests for such leave shall be made in writing at least two (2) weeks in advance.

Section 5. Access. A Union representative shall have reasonable access to the Employer's facility with at least one-half (1/2) hour notice to the site manager or on-call manager for the purpose of administering this Agreement. No Union representative may have access to the Employer's sites between the hours of 4:00-8:00 p.m., or when an explosive situation involving individual(s) served is occurring, as determined by the Program manager or the on-call manager, or if the site is vacant at the time of request.

A Union steward or a Union employee shall have access to the Employer's facilities for the purpose of meeting with represented employees for up to fifteen (15) minutes after the close of regularly scheduled staff meetings. The purpose of the meetings shall be to educate the bargaining unit members on issues regarding the Union and the collective bargaining agreement. All employees' time shall be unpaid. The Union shall give at least forty-eight (48) hours notice of its intent to meet to the Employer's Executive Director. The Union agrees that such meetings shall conform to professional workplace standards, shall not contain profane, obscene or defamatory subject matter and be held in such a way to respect the residential environment of the individuals served.

In the event that an explosive situation involving individual(s) served is occurring, as determined by the Program manager or the on-call manager, the meeting shall be rescheduled.

ARTICLE 7 - UNION BULLETIN BOARD, LABOR/MANAGEMENT COMMITTEE

Section 1. Union Bulletin Boards. The Union shall provide and install one (1) bulletin board at each worksite, which shall be used exclusively for the purpose of posting Union notices. Notices shall be posted by the Union Representative or designated Bargaining Unit employees. The Union agrees not to post materials that are profane, obscene, or defamatory. The bulletin boards shall be located in the office at each site, or in the laundry room, if the site does not have an office. The wall on which the bulletin board shall be placed shall be by mutual agreement between the Union and the Employer. A bulletin board shall be located in the break room/kitchen in the Administrative Office. The bulletin boards shall be no larger than two (2) feet by three (3) feet.

Section 2. Labor/Management Committee. The Labor/Management Committee shall meet at least quarterly or as needed, if requested by either party. The Labor/Management Committee shall consist of no more than three (3) employees from the bargaining unit designated by the Union, the Executive Director and two (2) members of the Employer chosen by the Executive Director. If the meeting occurs during working hours of employees, the Employer will pay such employees. The Labor/Management committee shall meet for a reasonable time, but the meeting shall not exceed two (2) hours unless all parties agree to a longer meeting time. If one or both party(ies) have absent members, the party with missing member(s) may choose on its own behalf to substitute another member, meet with fewer members, or to postpone the meeting.

By mutual agreement before the meeting, either party may invite guests (visitors) to the meeting. Unless agreed to otherwise by both parties, the invited guests are only observers and do not participate in the meeting.

The intent of the LMC is to increase communications by providing a forum for discussion and problem solving of issues such as staff health and safety, operational methods and procedures, staff morale and other policies of the Employer. The LMC shall not become involved in grievances nor shall meetings of the LMC be construed as formal negotiations.

The Union and the Employer agree to alternatively take minutes at the meetings of the LMC to record topics discussed. After approval by the LMC, the minutes shall be made available, upon request, to all employees in the bargaining unit and to the Employer. The minutes shall be presented to the Board at its next scheduled meeting and, after review, shall be made a part of the formal Board record.

ARTICLE 8 - STRIKES AND LOCKOUTS

Section 1. Strikes. "Strike" is the concerted refusal of employees to work in order to bring pressure on a company to meet their demands. During the term of this Agreement, the Union shall not cause, participate in, or counsel the members of the bargaining unit to strike, walk out, slow down, or commit other acts of work stoppage. Upon notification and request, confirmed in writing by the Employer to the Union, that certain bargaining unit employees covered by this Agreement are engaging in activity in violation of this Article, the Union shall advise such employees to return to work immediately. Such notification by the Union shall not constitute an admission that it has caused or counseled such activity.

Section 2. Disciplinary Action. An employee who ceases work to engage in a strike, work stoppage, slow down or interruption of work involving the Employer during this term of this Agreement, may be discharged or otherwise disciplined by the Employer according to the just cause provisions of Article 9, Discipline and Discharge, of this Agreement.

Section 3. Lockouts. "Lockout" is the closing down of part or all of a company by the Employer in order to bring pressure upon employees to accept the Employer's proposal or demands. During the term of this Agreement the Employer agrees not to lockout Union members.

Section 4. Crossing Picket Lines. No member of the bargaining unit shall be disciplined for refusing to cross the picket line of members of another bargaining unit.

ARTICLE 9 - DISCIPLINE AND DISCHARGE

Section 1. Just Cause. Employees covered by this Agreement shall be disciplined only for just cause within fifteen (15) days of the occurrence or when the Employer first had knowledge of the offense. The Employer shall make a reasonable effort to impose discipline in a manner that shall not unduly embarrass the employee before other unit members or individuals served. In all cases, the employee being disciplined may choose to have a Union representative/steward present, and may use the grievance procedure to remove improper disciplinary actions from their personnel record. With employee's consent, the Employer shall forward a copy of all written disciplinary actions to the Union representative within five (5) days.

Section 2. Investigation. Unless the employee is unavailable for an extended period of time, the Employer, when deemed necessary, will conduct an appropriate investigatory interview of the employee before imposing discipline

The Employer shall be responsible for initiating all meetings regarding discipline suggesting two (2) possible meeting times. Within forty-eight (48) hours, the bargaining unit member or the steward representing the employee, shall provide the Employer with a meeting time mutually agreeable. If the bargaining unit member fails to do so, the Employer shall schedule the meeting.

Unless the Employer decides, based on review of circumstances and policy, to immediately suspend an employee during an investigation of reported abuse or other misconduct, an Employer representative shall meet with the employee before imposing discipline which will result in loss of pay (termination, unpaid suspension, demotion) to review the findings of the investigation and contemplated discipline. The employee will then have the opportunity to submit, either at that meeting or in writing no later than forty-eight (48) hours following the meeting any additional information the employee wants considered by the Employer. Following receipt and consideration of such information, the Employer may proceed as it deems appropriate.

Section 3. Progressive Discipline. The Employer recognizes the principle of progressive discipline{ XE "progressive discipline" } and agrees to follow such principles in the normal customary manner depending on the seriousness of the offense. Disciplinary action shall include oral warning{ XE "oral warning" }(s), written warning{ XE "written warning" }(s), a paid two (2) hour decision-making time{ XE "decision making time" }, suspension{ XE "suspension" }(s) and/or discharge{ XE "discharge" }. Decision-making time will be scheduled with the employee and may occur at the Alvord-Taylor{ XE "OSLP" } office. During this time the employee will be asked to decide whether or not he/she is committed to continuing his/her employment and the employee will write a professional development plan{ XE "professional development plan" } that addresses the employee's need for improvement(s). The parties recognize that certain conduct is, however, so flagrant{ XE "flagrant" } and/or inexcusable{ XE "inexcusable" } that any such violation is intolerable and such conduct may result in omitting one (1) or more steps of the disciplinary process up to and including immediate discharge without prior progressive discipline,{ XE "prior progressive discipline" } provided that the Employer attaches an explanation for such action to the disciplinary document. Such actions include, but are not limited to, theft{ XE "theft" }, gross misconduct{ XE "gross misconduct" } connected with professional activities, conviction of a felony{ XE "conviction of a felony" }, insobriety{ XE "insobriety" } on-shift, gross insubordination{ XE "insubordination" } and shift abandonment{ XE "shift abandonment" }.

Section 4. Records. All reprimands shall be in effect for twelve (12) months, and decision making leaves/suspensions for eighteen (18) months. The record of the infraction shall remain in the employee's personnel file while the disciplinary action remains in effect. When the disciplinary action is no longer in effect, the Employer shall purge records pertaining to the disciplinary action from the employee's personnel file at the employee's request, otherwise the reprimand shall be rendered inert.

Section 5. New Work Rules. The Employer agrees to notify the Union of new work rules ten (10) days prior to their implementation, during the term of this Contract. The Union agrees to meet with the Employer and bargain, if necessary, over the proposed new work rules within five (5) days.

ARTICLE 10 - GRIEVANCE

The Union and the Employer recognize the need for a timely and fair process to resolve issues that may arise from disciplinary actions or from other issues related to workplace safety, wages and conditions of work. "Grievance" is a dispute concerning the application, or interpretation of a specific term of this Agreement or regarding an alleged violation of this Agreement. The parties agree to make a good faith effort to resolve all grievances at the lowest level possible. Before proceeding to Step one of the grievance procedure, the employee(s) shall, with or without a Union steward present, meet with the immediate supervisor informally to discuss and attempt to resolve the issue. The supervisor shall be advised that the issue under discussion is a potential grievance. Therefore, both parties agree to adopt the following procedure:

Section 1. Grievance Procedure. An employee may raise a grievance regarding a disciplinary action or an issue regarding conditions of work, including wages, hours worked and workplace safety. The party raising the grievance may withdraw it at any time during the process. The process is as follows:

Step 1. The staff member or Union representative will discuss the grievance with his/her immediate supervisor or assigned designee as determined by the Director within five (5) working days after the event which caused the grievance in an attempt to settle the issue.

Step 2. If the grievance is not resolved within ten (10) working days of the discussion indicated in Step One, the Union must present the grievance in writing to his/her immediate supervisor within ten (10) working days or it shall be deemed waived. It shall be the intent of both the Union and the Employer to resolve all grievances at the lowest possible level. However, if for any reason the meeting outlined above in Step 1 of the Grievance Procedure does not occur, the Union may submit a grievance at Step 2 within fifteen (15) working days after the event which caused the grievance. Upon receipt, the immediate supervisor will respond in writing within ten (10) working days and forward both statements to the Department/Program Director or his/her designee and the Union.

Step 3. In the event the grievance is not satisfactorily settled at Step 2, the Union shall notify the Executive Director in writing of its intention to submit the grievance to Step 3 within ten (10) working days of receipt of the written Step 2 response. Upon receipt, the Supervisor, the Program Director or the Executive Director will meet with the employee and the Union representatives in an attempt to reach an agreement acceptable to all within ten (10) working days. A written response will be provided by the Employer within seven (7) days of the meeting.

Step 4. If the grievance is not settled satisfactorily at Step 3, the Union shall notify the Executive Director in writing of its intention to submit the grievance to a "Last Chance" panel within ten (10) days of the written response. The parties shall appoint two (2) members each to a four (4) person "last chance" panel. The panel shall meet within five (5) days of the Union's request. A unanimous vote of the panel shall settle the grievance. The panel shall issue its decision in writing within ten (10) days of their decision.

Step 5. If agreement is not reached at Step 3, the grieving party may submit the grievance in writing with a request for arbitration to the Employer within thirty (30) days of completion of Step 3. The arbitrator shall be selected by mutual agreement of the parties from a list of arbitrators supplied by the Federal Mediation and Conciliation Service (FMCS).

The parties shall alternately strike one name from the list until only one name from the list remains. The order of striking shall be determined by a toss of a coin (the winner of the coin toss shall choose whether to strike first). The remaining individual shall be the arbitrator.

The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his or her decision within thirty (30) days after the conclusion of testimony or arguments.

Section 2. Expenses. The expenses and fees involving the services of the arbitrator or mediator shall be borne equally by both the Employer and the Union. Each party shall be responsible for the costs of presenting its case to the arbitrator or mediator. If either party requests a transcript, the requesting party shall provide a copy at no cost to the other party(ies).

Section 3. Waiver. If a grieving party fails to file or answer a grievance within the time limits set in this Agreement, the grievance shall be waived. If the responding party fails to answer the grievance within the time limits set in this Agreement, the grievance shall advance automatically to the next step. Failure by the grieving party to file at Step 4 within the ten (10) days, or to file an arbitration request within the thirty (30) days specified in Step 5 shall constitute forfeiture of the claim and the case shall be considered closed by all parties. The time limits specified in this Agreement may be extended or modified only by written mutual consent of the Union and the Employer.

Section 4. Suspension or Discharge. Grievances relating to suspension or discharge shall be submitted at Step 3 within fifteen (15) working days of the event which caused the grievance.

Section 5. Representation. Bargaining unit members shall have the right to be represented by a representative of their choice at any step of the Grievance Procedure. The representative must be a bargaining unit member and a regular employee of the Employer or an agent of SEIU Local 503. Only the Union may submit a grievance to arbitration on behalf of a bargaining unit member. The manager involved with the appeal/grievance may also have another member of the Employer's management present at all meetings.

ARTICLE 11 - TRIAL SERVICE

Section 1. Trial Service Period. An employee shall become a "trial service employee" upon hire. The trial service periods shall normally be no longer than one-hundred-eighty (180) days or seven-hundred-sixty-eight (768) hours worked, whichever is greater. A trial service employee may be terminated at any time for failure to pass a full criminal history check or failure to fulfill all job-related mandatory training requirements. Seniority shall accrue during the trial service period.

Section 2. Representation. The Union shall represent trial service employees for the purpose of collective bargaining with respect to wages and other conditions of employment. A trial service employee who is disciplined or discharged for any reason may be represented by the Union but shall not have recourse to the Grievance Procedure under Article 10, Grievance, of this Agreement.

Section 3. Orientation. The Employer shall provide orientation for all new employees. The Employer shall allow a duly certified Union representative twenty (20) minutes during orientation in the administrative office to speak to new employees about the Union's exclusive representation status, its benefits, and services available to membership. This time shall not be used for discussion of labor/management disputes. The Union representative shall not use the Employer's supplies or equipment in making the presentation and shall not use the Employer's vehicles for travel to and from the presentation.

Section 4. Evaluation. The Employer shall give the new employee an evaluation prior to or at the end of the trial service period. Employees must successfully complete Core Competency training as part of the evaluation and in order to become a regular employee.

ARTICLE 12 - SAFETY AND HEALTH

Section 1. Safe Environment. The Employer and the Union are committed to maintaining a safe environment for employees and individuals served. The Employer shall take 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.

Section 2. Infectious Disease Information. When not in violation of any law regarding confidentiality of the individuals served, the Employer shall advise its employees, on a need-to-know basis, of circumstances that are reasonably likely to involve exposure to infectious disease, in advance, and shall supply employees with training and supplies needed for care of individuals with infectious diseases who are being served.

Section 3. Safety Committee. The Employer shall maintain a Safety Committee, according to Oregon Administrative Rules.

Section 4. Transfer for Pregnancy. The Employer shall offer temporary transfers to pregnant employees, upon written request, to jobs and worksites that pose less physical harm from clients with documented histories of causing physical harm to employees.

Section 5. Other Transfers. Employees who request in writing a transfer because they have been injured, threatened or reasonably believe themselves to be threatened by an individual served, shall be granted a transfer as soon as possible to a vacant position. This request for transfer shall take precedence over all seniority privileges.

Section 6. Indemnification. The Employer shall indemnify employees from claims, suits or actions resulting from or arising out of the activities of their normal job-related duties, except for cases of knowing or willful misconduct by the employee.

Section 7. Choice of Primary Physician. The Employer shall meet and confer with the Union over any changes in choice and availability of primary physicians under the Workers' Compensation Program.

ARTICLE 13 - SUPERVISION

Section 1. Immediate Supervisor. Employees shall be advised of the identity of their immediate supervisor. Employees shall have access to a copy of the personnel policies at their site. A copy of the organizational chart shall be available upon request. An employee shall be allowed to borrow a copy of the personnel policies handbook from the administrative office to review off shift. The employee shall be responsible for the cost of replacing the handbook if he/she fails to return it within one week.

Section 2. Duty to Follow Directives. Employees shall follow directives from any person in management, particularly the on-call manager, when the immediate supervisor is not available. Failure to follow a directive may be considered insubordination and may result in disciplinary action.

Section 3. Limitation on Work. Supervisors shall not perform work that would replace the work of a bargaining unit employee, unless a bargaining unit employee cannot be found.

ARTICLE 14 - SENIORITY, LAYOFF, RECALL

Section 1. Accrual of Seniority. "Seniority" is an employee's length of service with the Employer since the date of hire, other than during times of unpaid leave or layoff of three (3) weeks or more, with the exception of Family Medical Leave. Seniority shall be established from date of hire and continue to accrue during all paid time in the bargaining unit.

Section 2. Application of Seniority. Seniority shall be the determining factor in decisions regarding layoff and recall. Wages, benefits, lateral transfer, promotion, overtime and scheduling of leave shall be in accordance with other articles in this Agreement.

Section 3. Layoffs. When a decision is made to reduce the work force or total hours scheduled, and layoffs are required, bargaining unit employees shall be laid off in the following order:

- a. Those employees who volunteer to be laid off;
- b. Trial Service employees;
- c. Regular employees in order of seniority.

Section 4. Recall. Qualified bargaining unit employees shall be recalled in the reverse order of their layoff, until the desired number of employees is recalled.

Section 5. Provision of List. The Employer shall provide an updated seniority list to the Union quarterly. The Union shall make the list available to the membership. Bargaining unit employees who disagree with their listed seniority status, may raise a grievance no later than twenty-one (21) days of the list date.

Section 6. Seniority. Seniority shall be retained unless the employee quits and is not rehired within six (6) months or is discharged for cause.

ARTICLE 15 - JOB VACANCY, PROMOTION, TRANSFER

Section 1. Notice of Job Vacancies. The Employer shall post all newly created jobs and all job vacancies on a readily accessible bulletin board in the Administrative Office for a period of seven (7) days, excluding any holiday recognized by this Agreement. Job postings shall specify the expected qualifications, part-time{ XE "part-time" } or full-time{ XE "full-time" } status, schedule{ XE "schedule" }, and site. Copies of every notice of a job vacancy shall be put in the worksite mailboxes in the Administrative Office.

Section 2. Eligibility. Regular employees in good standing are eligible to apply for any open position at their current site. Regular employees in good standing are eligible to apply for an open position at another site or in another program only after working at least three (3) months in their current position. "Regular employee" is an employee who has completed a three-month (3) trial period, who has passed all criminal history checks and has completed all mandatory training requirements. "Employee in good standing" is any regular employee who maintains all mandatory training requirements and certifications.

Section 3. Lateral Transfer by Seniority. "Lateral transfer" is taking a new job with the same job duties as the previously held job but with different hours and/or at a different site. Employees shall be awarded a lateral transfer on the basis of seniority, provided all other factors are relatively equal. Employees who have been awarded a lateral transfer shall complete a ninety (90) day training period during which the Employer shall evaluate if the lateral transfer is successful. If the Employee requests or if the Employer can demonstrate that the lateral transfer is not successful, employees shall have the right to return to a position with comparable hours to their previously held position.

Section 4. Promotion. "Promotion" is accepting a new job with job duties that are more demanding but related to the duties in the previously held job. Employees shall be awarded a promotion on the basis of job-related qualifications set by the Employer. Seniority shall be considered as the deciding factor provided all other qualifications are relatively equal. Employees who have been promoted shall complete a ninety (90) day training period during

which the Employer shall evaluate if the promotion is successful. If the employee requests or if the Employer can demonstrate that the promotion is not successful, employees shall have the right to return to a position with comparable hours to their previously held position. Employees who return to a position comparable to their previously held position shall be paid at their previously held wage level and current step.

Section 5. Transfer to Unrelated Job. “Transfer to unrelated job” is an employee taking a job within the bargaining unit with job duties which are not related to the job duties in the previously held job. This may or may not involve a change in pay level. Employees shall be awarded a job in the bargaining unit with requirements not related to their current job based on job-related qualifications set by the Employer. Employees who have been awarded such a job shall complete a ninety (90) days training period during which the Employer shall evaluate if the transfer is successful. If the employee requests or if the Employer can demonstrate that the transfer is not successful, employees shall have the right to return to a position with comparable hours to their previously held position. Employees, who return to a position comparable to their previously held position, shall be paid at their previously held wage level and current step.

Section 6. Declining Accepted New Shift. An employee who has accepted an internally posted shift, and who subsequently declines to work the new shift, shall be eligible for consideration for other internally posted shifts only after three (3) months following the date the last shift was declined.

Section 7. Exclusion from Bargaining Unit. The Employer shall not establish jobs for the sole purpose of excluding employees from the bargaining unit.

ARTICLE 16 - TRAINING/MEETINGS

Section 1. Provision of Training. Employees shall attend all competency-based training mandated by the Employer within three (3) months of being hired.

Section 2. Mandatory Meetings. The Employer shall give employees ten (10) days notice of mandatory meetings other than staff meetings unless the meeting is called to address a health and safety related crisis. “Scheduled Meeting” is a meeting that the Employer scheduled with at least two (2) weeks notice, which employees are required to attend. Scheduled meetings shall be considered a scheduled shift. Staff shall be notified of the regular day and time of the staff meeting upon job assignment. Employees not scheduled to work shall be paid for two (2) hours of work, which shall include time spent attending the meeting.

Section 3. Mandatory Training. “Mandatory Training” is training that employees are required to attend to be in compliance with licensing regulations. The Employer shall provide for mandatory training, including training related to professional licensure, if applicable, Core Competencies, CPR, Oregon Intervention System (OIS), First Aid, Mandatory Abuse Reporting rules, and Blood Borne Pathogens training.

Section 4. Staff Development. The Employer shall promote job-related staff development training and education. Preauthorized expenses for job-related seminars, workshops, conferences or continuing education credits may be paid by the Employer. Expenses may include registration fees, tuition, lodging, meals, and mileage. Carpooling, room sharing, and other cost-saving measures shall be utilized whenever possible.

Section 5. Notice. The Employer shall post a list of mandatory training expiration dates for each staff at each worksite and update at least quarterly. The Employer shall notify all employees at least four (4) weeks before a required training expires. It is each employee's responsibility to know when their trainings expire.

The Employer shall notify staff of scheduled training dates at least two weeks (10 days) prior. The notice of training will be sent to the house at which the employee works to be delivered to their house box. In addition it will be listed on the weekly update and discussed at staff meetings. Staff must call the administrative office to confirm receipt of the training notice and confirm registration for the mandatory training.

If an employee has an unavoidable scheduling conflict the agency will work with the employee to fit them into upcoming training dates. Failure to attend mandatory training may result in the employee's loss of "good standing" and may result in loss of work hour/shift(s), and/or disciplinary action.

ARTICLE 17 - CONDITIONS OF EMPLOYMENT

Section 1. Reasonable Accommodation/ADA. In compliance with the Americans with Disabilities Act, the Employer shall provide reasonable accommodation to permit a qualified applicant or employee with a disability to participate in the job application process, to perform the essential functions of a job, or to enjoy benefits and privileges of employment equal to those enjoyed by employees without disabilities. "Reasonable Accommodation" is any modification or adjustment to a job or work environment that allows an employee with a disability to participate in that environment more fully, according to ADA requirements. If the Union believes that such reasonable accommodation is in conflict with this Agreement, upon request by the Union, the Employer shall meet and confer with the Union. This provision shall not delay the Employer in making accommodations to comply with ADA.

Section 2. Dress Code, Appearance and Conduct. As a general guideline, employees model behavior to the individuals served. While the Employer recognizes employees' rights to express their individuality through dress, employees shall dress in a manner that ensures the health and safety of the individuals served and of staff and promotes the professional image and values desired by the organization. Therefore employees are required to use proper personal hygiene and to dress:

- a. In clothes that are clean and mended;

- b. Do not contain signs, signals and/or images explicitly related to illegal drug use, or sayings that are offensive to others; and
- c. Provide for the safety of performing assigned work duties, and allow for needed freedom of movement.

Each employee's supervisor is responsible for determining whether employees are properly attired within these general guidelines. Supervisors have the option and authority to send employees home to change clothing if employees are not properly attired. Employees shall not be paid for such time.

Section 3. Program Rules and Conditions. All employees are required to follow the specific program-related rules and conditions of their assigned work site. These rules and conditions are intended to provide a safe and professional work environment addressing the particular program needs of the site. The Union shall be informed in writing of any significant changes in agency Policies and Procedures at least five (5) working days prior to implementing any changes.

Section 4. Required Certification. The Employer shall notify all employees at least four (4) weeks before a required training and/or certification requirement is to expire. The Employer shall also notify all bargaining unit members in advance of the time, date, place and monetary cost to the Employer of required training/certification courses.

Per notice as defined in Article 16-Trainings/Meetings, each employee shall be responsible to maintain all job-related certifications and mandatory training requirements. In addition, employees are required to report changes in auto insurance eligibility; employees shall report motor vehicle convictions to Human Resources within seven (7) days. Failure to do so is considered a failure to maintain good standing and may result in an employee becoming unable to work.

If an employee fails to attend a scheduled training without proper notification to the Employer, the employee may be subject to disciplinary action.

Section 5. Use of Vehicles. If an Agency vehicle is not available to an employee for Agency business, upon Employer's request and authorization, the employee will have the option of using an insured personal vehicle.

Section 6. Employee Handbook. All parties acknowledge that the current Employee Handbook approved by the Employer's Board of Directors shall take precedence, except where in conflict with this Agreement.

Section 7. Performance Evaluation. Employees shall be given a performance evaluation around the anniversary date of employment in their current classification. The purpose of the evaluation is to identify areas of positive work performance and areas where improvements are recommended.

ARTICLE 18 - DRUG AND ALCOHOL POLICY

Section 1. Prohibited Conduct. The Employer shall maintain a drug-free workplace. "Drugs" refers to all controlled substances and medication containing controlled substances, including "designer drugs" not approved for use by the U.S. Food and Drug Administration. "Drugs" also applies to prescription medication.

The following conduct is strictly prohibited:

- a. Reporting to work or returning to duty following breaks or meal periods with drugs or alcohol in the employee's system;
- b. Consuming, manufacturing, buying, selling, distributing or possessing drugs or alcohol on the Employer's premises or while off the Employer's premises doing the Employer's work; (This rule applies regardless of whether the employee is on paid time. "The Employer's premises" includes all property rented, leased, owned or controlled by the Employer, including parking lots and adjacent areas. It also extends to the Employer's equipment and vehicles on or off the Employer's property.)
- c. Failing to fully cooperate with any aspect of the Employer's enforcement of this policy, including but not limited to rehabilitation conditions imposed by the Employer or any required reporting;
- d. Failing to report an impairment caused by drugs and/or alcohol in the system of a fellow employee. Such failure is a violation of OAR 309-049-0035.

Employees shall not engage in any prohibited conduct.

Section 2. Drug Testing. No bargaining unit member shall be subject to mandatory drug testing by the Employer, unless there is reasonable suspicion that the employee is under the influence of drugs or alcohol.

ARTICLE 19 - HOURS OF WORK, OVERTIME, PAYDAY

Section 1. Pay Period. "Pay Period" is a two-week period beginning at 12:01 am on Monday and ending thirteen (13) days later on Sunday at midnight 12:00. Employees shall be paid on Monday every other week. There shall be twenty-six (26) pay periods per year. However, when a bank holiday falls on a Monday, payday shall be on the Friday before the holiday.

Section 2. Accuracy of Time Records. Employees shall be responsible for accurately recording their hours worked in six (6) minutes increments. Any necessary adjustments made by the employee after time records have been submitted to the payroll department shall be reflected on the following paycheck. Adjustments resulting from the Employer's error shall be made within two (2) days.

Section 3. Draws. Employees in good standing may receive a maximum of six (6) draws per fiscal year. The total amount of each draw shall be for up to seventy percent (70%) of wages earned up to the time of the request. Requests must be made at least forty-eight (48) hours in advance of the issuance of the draw.

Section 4. Overtime. "Overtime" is time worked including mandatory meeting(s) and training(s) in excess of forty (40) hours in a week. Use of earned time off (ETO) is not considered when calculating overtime. Overtime must be approved in advance by the employee's supervisor or the on-call manager. One-and one-half (1.5) times regular straight time pay shall be paid for all hours that exceed forty (40) hours worked during that week.

Unless the Employer declares an emergency situation, bargaining unit members shall not be scheduled to work more than twenty-four (24) hours of overtime in a given work week. The Employer shall notify the Union within twenty-four (24) hours of an emergency situation that changes the availability of overtime for bargaining unit members.

Section 5. Relief Preferences. The opportunity to work overtime or additional shifts shall be equitably offered to all employees on the relief preference list. The relief preference list shall be based on bargaining unit employees' preferences and updated as needed but at least monthly. All employees interested in working additional hours shall notify their manager.

Employees at each site shall be given the opportunity to work additional shifts by seniority first. Remaining shifts will be offered to relief pool employees by seniority. Thereafter, shifts resulting in overtime pay shall be offered by seniority to the employees at the site. Any remaining overtime hours will then be offered to available employees on the relief preference list. For purposes of the relief list rotation, an employee's refusal of a shift at any step permits the manager to move to the next person on the preference list. If an employee knows an offered shift will result in overtime it is the employee's responsibility to advise their supervisor or on-call manager.

Section 6. Assigned Schedules. The Employer shall assign employees a set schedule and worksite, whenever possible and applicable. "Full time employee" is an employee who is regularly scheduled to work forty (40) hours per week. "Part time employee" is an employee who is regularly and consistently scheduled to work less than forty (40) hours per week. Newly-created and vacated schedule assignments shall be filled according to the job vacancy provisions of this Agreement. The Employer shall attempt to maximize the number of full time set schedules per site. These provisions shall not abridge the Employer's right to change shift schedules based on client and program needs. The Employer shall give employees affected by proposed shift schedule changes and the Union representative two (2) weeks notice, except in emergencies. These provisions also shall not abridge the Employer's right to temporarily transfer employees up to four (4) weeks when necessary to ensure the health and safety of individuals served and employees to comply with ADA or health and safety provisions of this Agreement.

Section 7. Minimum Hours. Employees who are called in to work on a day they are not scheduled to work shall be guaranteed two (2) hours of work at their regular pay rate. Weekly or biweekly staff meetings shall be included in scheduled work hours. If a scheduled staff meeting is cancelled with less than one week notice, employees shall be given the opportunity to work during either the cancelled meeting time slot or at another prearranged time to maintain scheduled hours for the pay period. If a staff meeting is cancelled with less than twenty-four (24) hours notice employees shall be paid the two (2) hours.

Section 8. Scheduling. The Program Manager shall post employee schedules by Monday, 12:00 noon at least two (2) weeks prior to the start of the work schedule. Employees shall be allowed to trade shifts with the permission of the supervisor on a shift-to-shift basis. Shift exchanges must be approved by the manager at least twenty-four (24) hours before the beginning of the exchanged shift. The Employer shall not unreasonably deny the trading of shifts. Once scheduled work hours are posted, they shall be changed only with each affected employee's permission and the Employer's approval.

ARTICLE 20 - WAGES

Section 1. Wage Schedule. All employees shall be given a step increase based on the wage schedule in Appendix A on the anniversary of their hire date, until the employee reaches the top of the range. "Employment anniversary" is the anniversary of the employee's date of hire. Current employees' anniversary and hire dates, if different, will be frozen. See Appendix A for Wage Schedule.

Section 2. Completion of Trial Service. Upon successful completion of his/her trial service period, a new employee's hourly wages shall be increased by one step on the Wage Schedule. If the Employer determines that the new employee possesses special education, skills, training, or experience, he/she may be hired at, but no higher than, Step 2 within the wage schedule.

Section 3. Adjustments in Levels. If the Employer determines that there is a problem recruiting or retaining employees in particular positions, the *Employer and Union* shall meet and bargain *wage changes no less than* five (5) days prior to implementation. The Parties shall have the option of adjusting the wage level for the position(s) for the duration of the recruiting or retaining problem but for no longer than sixty (60) calendar days. The duration may be extended upon review and mutual agreement of the parties. The Employer shall notify the Union at least ten (10) days in advance of any proposed wage level change.

Section 4. New Positions. If the Employer creates a new position, the Employer shall give written notice to the Union at least sixty (60) calendar days prior to desired implementation date. The parties shall meet to bargain wages for the new position within two (2) weeks of receipt of the notice.

Section 6. Changes in Permanent Funding. In the event of significant changes to the Employer's funding, either party may give ninety (90) days notice to re-open the contract to negotiate wages and/or benefits. If unable to reach agreement, the Union retains the right to strike with a sixty (60) day notice to the Employer and the Federal Mediation and Conciliation Service, and thereafter a ten (10) day notice to strike.

ARTICLE 21 – EARNED TIME OFF

Section 1. Earned Time Off (ETO). Earned time off is a benefit that may be utilized as either unplanned or planned paid time off. ETO may be used at the discretion of employees. The Employer may require evidence of illness or condition.

Section 2. Accrual. All regular employees working at least twenty (20) hours per week on a regularly scheduled basis shall earn ETO after six (6) months of employment. Full time regular employees, shall earn six (6) hours ETO per pay period of two (2) weeks/eighty (80) hours worked for a total of one-hundred-fifty-six (156) hours of total earned time off per year.

Part-time regular employees who work at least twenty (20) regularly scheduled hours per week, shall earn a percentage of the full time accrual rate of six (6) hours per pay period based on their actual hours per pay period.

The Employer shall provide a statement of available ETO to employees every four (4) weeks.

Section 3. Bonus Hours. Following the second year of employment with the Employer, employees shall receive bonus ETO hours up to eight (8) hours for every consecutive year employed up to seventy-two (72) hours per year. The bonus hours shall be determined based on the percentage of average hours worked per week in the prior year, whereby forty (40) hours worked equal one-hundred percent (100%), up to the bonus hours listed as follows:

2nd year	8 hours
3rd year	16 hours
4th year	24 hours
5th year	32 hours
Each following year	Plus 8 hours
Up to 10th year or more	72 hours maximum

These bonus hours are awarded on each anniversary of the date of hire.

Section 4. Earned time off Carryover. Employees shall be responsible for managing their own ETO hours. All employees may accrue ETO hours, including banked holidays, up to a maximum of one-hundred-fifty-six (156) hours plus bonus hours. Employees may cash out accrued ETO above a total of one-hundred (100) accrued hours at their current pay rate up to fifty-six (56) hours plus bonus hours per year.

Section 5. Payment on Separation/Termination. Accrued sick and vacation leave and holiday hours up to a maximum of one-hundred (100) hours shall be paid to all regular employees when the employee terminates employment with the Employer with two (2) weeks notice.

An employee's failure to provide two (2) weeks notice shall result in forfeiture of all accrued ETO except banked holiday hours shall be paid. The forfeited hours shall be credited to the "Hardship Fund".

If an Employee is terminated, all hours worked will be paid. Accrued ETO will be forfeited and will not go to the "Hardship Fund".

Section 6. Use of ETO. Employees shall request use of ETO with appropriate written notice to the employee's immediate supervisor, as indicated below. The Employer shall not unreasonably deny requests for planned ETO.

- a. Planned ETO. Employees may request use of planned ETO with ten (10) days written notice to their immediate supervisor. In the event that more than one bargaining unit member in the same house or program requests the same days off, requests shall be granted in the order in which the requests were made. If such requests were made on the same day, the employee with the most seniority shall be given the time.

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If planned ETO hours have been requested and approved by the Employer, and the employee requesting such time then transfers to another house, the Employer shall make a reasonable attempt to accommodate the employee's previously approved request.

b. Unplanned ETO. Employees who are not able to fulfill their shift due to any unplanned event shall notify their program manager or the manager on-call at least four (4) hours in advance for night and swing shift and two (2) hours in advance for day shift.

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c. Employee's use of unplanned ETO hours in excess of six (6) instances per year may be just cause for discipline.

Deleted: will be considered as excused if a doctor's note is provided. Unexcused absences

Section 7. Certification of Serious Medical Condition. Requests for ETO related to a serious medical condition shall be made within the requirements of the Family Medical Leave Act (FMLA) and/or Oregon Family Leave Act (OFLA). Certification of such illness shall also be made within the FMLA/OFLA requirements.

Section 8. ETO Donation/Hardship Fund. Regular employees may voluntarily donate a portion of their accrued vacation and holiday hours to a "Hardship Fund", which shall be administered by the Employer under rules that shall be jointly established by the Labor/Management Committee. The Hardship Fund shall be available to bargaining unit members who have unanticipated medical needs that cannot be covered by the bargaining unit member's accrued ETO. Donations to the Hardship Fund shall not result in the employee's balance of accrued ETO dropping below forty (40) hours. Donations shall be confidential. Donations may not accrue beyond the medical event or be cashed out. Statements showing the activity and balance of hours in the fund shall be provided to the Union within one (1) day upon request.

Deleted: in January, April, July and October of every year

ARTICLE 22 - HOLIDAYS

Section 1. Eligibility for Holidays. All eligible employees shall receive holiday pay. In order to be eligible for holiday pay, an employee must be actively employed on the day of the holiday. Employees on leaves of absence are not eligible for holiday pay. Employees who are absent without excuse on the regular scheduled shift preceding or following a paid holiday will not be paid for the holiday unless the absence has been approved, in writing, by their supervisor.

Section 2. Holiday Schedule. The following holidays shall be recognized as paid holidays:

- New Year's Day
- Martin Luther King Jr. Day
- Memorial Day
- Independence Day

- Labor Day
- Thanksgiving Day
- Spiritual holiday in December

Section 3. Holiday Pay. All regular employees shall be paid eight (8) hours, prorated based on scheduled hours, for each holiday in addition to their regular wages.

Section 4. Holiday Accrual. Holiday pay shall be paid in the pay period in which the holiday occurs. Employees may request in writing that the holiday hours be banked as accrued earned time off, if worked.

Section 5. Notice for Flexible Holidays. Employees shall provide at least five (5) days notice for the Spiritual Day in December, which may be scheduled at the employee's discretion.

Section 6. Relief Pool Holiday Pay. Relief pool employees that work on a recognized paid holiday shall be paid time-and-a-half for all hours worked.

ARTICLE 23 - OTHER LEAVE

Section 1. Bereavement Leave. Employees shall receive leave with pay for up to three (3) days per year in the event of the death of a member of their immediate family or of their domestic partner. The written request for this leave shall be given to the supervisor on or before the first day of the leave. If a written request is not possible before the leave, the employee shall submit it as soon as possible following proper notification to their supervisor. The request will specify the relationship of the person who died.

Section 2. Other Leave. Other leave shall be provided according to the current Employee Handbook.

Section 3. Union Leave. The Employer shall grant a leave of absence to an employee for performing Union business for up to a year. No compensation or benefits shall be paid for any period of Union leave, nor shall seniority continue to accrue. Union leave may be extended for up to an additional year by mutual agreement between the Union and the Employer. Only one employee may take Union leave at a time.

ARTICLE 24 - HEALTH CARE PLAN

The Employer shall continue to provide a level of health care insurance, which includes Medical, Dental and Vision care, equal to the current health care plan.

The Employer agrees to give advance written notice of intent to reopen this Article and negotiate in interim bargaining with the Union should changes in the current health design plan (medical, dental, vision) become necessary. The Employer shall not implement changes that affect employee's out-of-pocket costs or level of benefits without bargaining and reaching agreement with the Union.

Section 1. Eligibility Requirements. After six (6) months of continuous employment, all full time and part-time employees who are regularly scheduled to work for thirty (30) hours or more per week shall be eligible to enroll in the Employer's Health Care Plan. Coverage shall begin on the first day of the month following six (6) months of continuous employment.

Section 2. Contributions to Premiums. The Employer shall pay the remainder of the premium for all eligible employees. Employees may choose to add their spouse and/or dependents to the health, dental and vision plans, at their own expense.

Section 3. Termination of Coverage. Covered employees continue to be eligible (for the Employer's contribution) while they are being compensated by the organization. Employees who are on disciplinary suspension shall continue to receive health coverage. Coverage through the Employer's health care plan shall end on the first day of the month following the month in which an employee resigns, is terminated or is laid off. Employees shall be provided with information about continuing health coverage on their own (COBRA), upon leaving employment.

Section 4. Changes in Status. The employee is responsible to inform the administrative office of the Employer about any change in status, including address change, that may affect health care coverage. The employee is also responsible for maintaining accurate records regarding health care eligibility. The Employer shall notify all employees in writing about any change in employment status that may affect their coverage.

ARTICLE 25 - OTHER BENEFITS

Section 1. Meals. Employees assigned to work during meal times in a twenty-four (24) hour program may participate in the meal provided for the individuals served.

Section 2. Independent Living Program (ILP) Enrichment Fund. The Employer shall provide fifteen dollars (\$15.00) per month to cover out-of-pocket client-related expenses incurred during Individual Service Plan (ISP) approved enrichment experiences for individuals served, within the limits of the program budget.

Section 3. Mileage Reimbursement. The Employer shall reimburse employees at the most current IRS mileage reimbursement rate per mile for the authorized use of their personal vehicles.

Section 4. Travel Reimbursement. The Employer shall reimburse employees for authorized expenses relating to job related training and travel.

Section 5. Retirement. The Employer shall provide a tax-sheltered annuity plan, to which employees may voluntarily contribute money. Such employee contributions shall be made through payroll deduction.

ARTICLE 26 - GENERAL PROVISIONS

Section 1. Modifications to Agreement. Modifications or amendments to this Agreement must be in writing and signed by the duly authorized agents of the Employer and the Union.

Section 2. Other Agreements with Employees. The Employer shall make no agreements with an employee covered by this Agreement that conflict with the terms and conditions of this Agreement. Such agreement shall be null and void.

Section 3. Contracting Out. The Employer shall contract out bargaining unit work during the term of this Agreement only after discussion with and agreement by the Union.

Section 4. Employer Evaluation. The Union may provide an annual evaluation of the Employer that shall be given to the Executive Director and the Board of Directors of the Agency.

ARTICLE 27 - SAVINGS CLAUSE

Should any provision(s) of the Agreement be held unlawful and unenforceable by a court of competent jurisdiction, that decision shall apply only to the provision(s) specified in the court decision. The parties agree to negotiate, within a reasonable time, a substitute provision for any provision that is held unlawful and unenforceable. The remaining provisions of the Agreement shall remain in full force and effect.

ARTICLE 28 - RELIEF POOL EMPLOYEES

Section 1. Relief Pool. A relief pool shall be established for purposes of filling unfilled shifts when relief options with regular bargaining members have been exhausted.

For emergency coverage with less than one (1) week notice, relief pool employees shall be called in order of seniority from a relief list containing all bargaining unit members willing and trained to work at a site and/or in ILP.

A relief pool employee who has resigned from a permanent position shall receive wages comparable to the person's last permanent position and shall not be entitled to benefits except as

required by federal or state law. Any employee hired directly into the relief pool shall receive a wage consistent with Article 20, Wages, Section 2 of this Agreement but shall not be entitled to benefits except as required by federal and state law. If eligible, on the anniversary of relief pool hire date, a relief pool employee shall receive a step increase to the next step. Relief pool employees are also eligible for any other wage increase agreed to in the contract.

Any employee who is resigning from the agency in good standing shall be eligible to apply for an interview to join the relief pool. In addition, any newly-hired employees for whom there is not a permanent position shall be hired into the relief pool and will be subject to the same conditions as regular employees. Membership in the relief pool shall be determined by a separate interview.

A person shall be removed from the relief pool if a person has not accepted work within the last six (6) weeks after three (3) separate offerings, or if the person significantly violates client health and safety rules or any other major policy. The Employer shall be held harmless in the event that the bargaining unit member fails to follow appropriate procedures as outlined in this section.

Section 2. Training Requirements. Relief Pool employees are responsible for maintaining all mandatory training requirements. Prior to relief pool employees working independently with clients, the Employer shall provide training on site-specific and essential ILP client information.

Section 3. Eligibility to Bid on Posted Positions. Relief Pool Employees shall have the right to bid on open positions. Seniority eligibility requirements shall apply. If not awarded a shift on which was bid, relief pool employees shall continue in the relief pool, as long as all other eligibility requirements are met.

Section 4. ILP Relief Hours and Wages. When working relief in ILP, a Direct Support Professional, shall receive his/her current hourly wage plus thirty-five cents (\$.35) per hour worked. An employee in any other classification will receive his/her current hourly wage for all ILP relief hours worked. Current ILP staff will have first opportunity to fill any ILP relief hours as long as it does not result in overtime.

ARTICLE 29 - REHIRED EMPLOYEES

Bargaining unit members who resigned from the Employer in good standing and are rehired within six (6) months shall retain their seniority status and other benefits as follows:

Rehired bargaining unit members shall not serve a trial service period.

A rehired employee shall be considered an employee "in good standing" only if the person has completed all necessary training and certification. Rehired bargaining unit members who have lapsed certifications, including CPR, First Aid, OIS, Mandatory Abuse Reporting and Blood Borne Pathogens, must become re-certified within the first twenty-eight (28) days of employment unless management cannot schedule training within that time. Without being in

good standing, the employee does not have the right to certain benefits, including health care benefits, draws and holiday pay.

Rehired bargaining unit members in good standing are able to take vacation leave after ninety (90) days of continuous employment.

Rehired bargaining unit members in good standing who are eligible for medical and dental insurance through the Employer may enroll on the plan on the first day of the following month after completed twenty-eight (28) days of continuous employment.

Rehired bargaining unit members shall receive a wage step increase on their new anniversary date. The new anniversary date is based on the old anniversary date plus the time of separation of service from the Employer.

Rehired bargaining unit members may apply for another regularly scheduled position ninety (90) days after their rehire date. Seniority shall apply.

ARTICLE 30 - DURATION AND TERMINATION

Section 1. Effective Date and Duration. This Agreement shall be effective as of the date of ratification and shall remain in full force and effect through November 15, 2009 and from year to year after that, unless either party serves written notice on the other to modify, amend, or terminate the Agreement, at least ninety (90) days prior to the anniversary of the Agreement.

Section 2. Successorship. The Employer shall not in any manner convey the business to a taker who does not, as a condition of the conveyance, enter into an agreement with the Employer and the Union that it shall adopt and maintain this Agreement in effect, and continue the employment of all employees covered by this Agreement with all their rights and benefits.

LETTER OF AGREEMENT - CRISIS PAY

This Letter of Agreement is entered into between Alvord Taylor and SEIU Local 503, OPEU. The parties agree:

- (1) To meet shortages in staff coverage or other short-term crisis, the Employer may implement "Crisis Pay" according to the terms in this letter of agreement.
- (2) Prior to implementing crisis pay the Employer shall give advance written notice to the Union. The notice will include the nature of the crisis; the sites, employees, and shifts affected; and the anticipated duration of the crisis.
- (3) The Union agrees to meet and confer with the Employer within five (5) days of the date of the notice. Should the Union not respond within the five (5) days, the Employer may implement crisis pay unilaterally.
- (4) In no circumstances shall crisis pay be implemented for a period longer than thirty (30) days without the mutual agreement of the parties.
- (5) Employees working designated crisis pay shifts shall be paid an additional \$1.00 per hour.

This letter of agreement shall remain in effect until November 15, 2009. With a thirty (30) day advance written notice either party may request to negotiate the terms and duration of the agreement. This letter of agreement shall be non-precedent setting.

LETTER OF AGREEMENT - ASLEEP OVERNIGHT

This Letter of Agreement is entered into between Alvord Taylor and SEIU Local 503, OPEU. The parties agree:

- (1) The Employer may implement "asleep overnight" positions according to the terms of this letter of agreement.
- (2) Asleep overnight positions shall have clearly designated "sleeping time", which will be indicated on the posted schedule.
- (3) During designated "sleeping time", the asleep overnight shall be paid at the current Oregon minimum wage.
- (4) When "sleeping time" must be interrupted, the on-call person must give approval for the asleep overnight to receive regular pay.

This letter of agreement shall remain in effect until November 15, 2009. With a thirty (30) day advance written notice either party may request to negotiate the terms and duration of the agreement. This letter of agreement shall be non-precedent setting.

LETTER OF AGREEMENT - ON-CALL PAY

This Letter of Agreement is entered into between Alvord Taylor and SEIU Local 503, OPEU.

The parties agree:

- (1) Bargaining unit members may elect to be a part of the on-call pool, given they meet established criteria.
- (2) Staff shall be paid according to the following schedule:
 - a. Weekdays (Monday through Thursday) \$15 per on-call shift
 - b. Weekends (Friday through Sunday) \$25 per on-call shift
 - c. Observed Holidays \$55 per on-call shift
- (3) In cases where a staff must physically respond to a situation, they must notify the back-up on-call and shall be paid for the duration of such response at their regular rate of pay.

This letter of agreement shall remain in effect until November 15, 2009. With a thirty (30) day advance written notice either party may request to negotiate the terms and duration of the agreement. This letter of agreement shall be non-precedent setting.

LETTER OF AGREEMENT - TRAIN-THE-TRAINER INCENTIVE BONUS

This Letter of Agreement is entered into between Alvord Taylor and SEIU Local 503, OPEU.

The parties agree:

- (1) Staff interested in becoming core competency instructors need to meet train-the-trainer criteria and successfully complete a mandatory Train-the-Trainer Certification course. Certification shall be valid for one (1) year and annual recertification is required to maintain trainer status.
- (2) Traininers that score ninety percent (90%) or higher on the certification exam shall be paid a \$25.00 incentive bonus.
- (3) Managers will coordinate directly with certified trainers to schedule core competency training for new employees.
- (4) Trainers shall be paid \$1.00 for scheduled training hours.

This letter of agreement shall remain in effect until November 15, 2009. With a thirty (30) day advance written notice either party may request to negotiate the terms and duration of the agreement. This letter of agreement shall be non-precedent setting.

For Service Employees International Union,
SEIU Local 503, OPEU

For Alvord-Taylor Independent Living
Services

Leslie Frane, Executive Director

Dr. Larry Laurinat, Board President

Kristie Krinock

John Fox, Executive Director

Marsha Moore

Christy Nelson

Tracey Lowman

Shane Mackey

Denise Garrett, Organizer

Stephanie Haack

Date: _____

Date: _____

APPENDIX A - WAGE SCHEDULES 2007-2009

Effective September 3, 2007:

Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Direct Support Professional	\$8.30	\$8.65	\$9.00	\$9.40	\$9.82	\$10.27	\$10.62
ILP Advocate	\$9.12	\$9.51	\$9.91	\$10.36	\$10.83	\$11.33	\$11.86
Site Coordinator	\$9.30	\$9.70	\$10.10	\$10.56	\$11.04	\$11.54	\$11.94
Administrative Assistant	\$9.00	\$9.38	\$9.77	\$10.21	\$10.67	\$11.16	\$11.55
Maintenance Worker	\$11.50	\$12.01	\$12.53	\$13.01	\$13.71	\$14.35	\$14.87
Maintenance Assistant	\$9.00	\$9.38	\$9.77	\$10.21	\$10.67	\$11.16	\$11.55

Effective March 31, 2008:

Position	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	10 YR SERVICE
Direct Support Professional	\$9.20	\$9.55	\$9.80	\$10.20	\$10.60	\$11.05	\$11.40	\$11.80	\$12.20
ILP Advocate	\$10.10	\$10.50	\$10.90	\$11.30	\$11.70	\$12.10	\$12.50	\$12.90	\$13.30
Site Coordinator	\$9.75	\$10.15	\$10.55	\$10.95	\$11.35	\$11.75	\$12.15	\$12.55	\$12.95
Administrative Assistant	\$9.00	\$9.38	\$9.77	\$10.21	\$10.67	\$11.16	\$11.55		
Maintenance Worker	\$11.50	\$12.01	\$12.53	\$13.01	\$13.71	\$14.35	\$14.87		
Maintenance Assistant	\$9.00	\$9.38	\$9.77	\$10.21	\$10.67	\$11.16	\$11.55		

