

Collective Bargaining Agreement

Between

**SEIU Local 503,
NWREL Local 905**

And

NWREL

Expires November 30, 2009

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ARTICLE 1
RECOGNITION

The parties recognize that:

- A. NWREL is a private, non-profit corporation;
- B. To achieve its mission, NWREL is dependent upon the quality and dedication of its employees, as well as its ability to competitively obtain major funding awards from federal, state, local or other funding sources; and
- C. The Union is the exclusive collective bargaining representative, with respect to wages, hours, benefits and related terms and conditions of employment, for all regular full-time and part-time exempt and non-exempt employees, hired directly by NWREL, including temporary employees employed on a contract exceeding 90 calendar days, employed by NWREL and having a physical work station at its Portland, Oregon facilities; but excluding all confidential employees, temporary employees employed through an agency, guards and supervisors as defined by the National Labor Relations Act and all other employees not specifically included in the bargaining unit certified by the NLRB in Case No. 36-RC-6029.
- D. Should NWREL decide to open a permanent facility elsewhere in Oregon during the term of this Agreement, NWREL will meet and discuss with the Union the possibility of extending recognition to the Union over the classifications described in Paragraph C of the Article. The discussion will not be considered formal recognition unless the parties agree otherwise in writing.

ARTICLE 2
UNION MEMBERSHIP

Section 1. Union Membership. Membership in the Union is not mandatory. Employees have the right to choose to join or not join as they see fit. Employees are free to join the Union at any time. Once an employee has chosen to join the Union, maintenance of membership, including the payment of periodic amounts uniformly required by the Union shall be a condition of employment for the duration of the Agreement. The requirement that an employee maintain his or her membership as a condition of employment expires with this Agreement. Employees who choose not to join the Union shall not be required to pay any dues or other charges to the Union. Neither the Union nor NWREL shall exert any pressure or treat any employee in a discriminatory manner with respect to the choice exercised under this Article.

Current employees who joined the Union as of the date of ratification of this Agreement, will have ten (10) working days following ratification to withdraw their membership from the Union by sending a letter to the Union indicating that they are withdrawing from membership.

The letter must be postmarked by the tenth (10th) day. There will be no penalty levied by any party to this Agreement against any employee who chooses to withdraw his or her membership.

Section 2. Campaigning. There will be no campaigning for or against membership at the workplace during working hours.

Section 3. Dues. NWREL agrees that upon receipt of authorization forms, provided by the Union, approved by NWREL, and individually signed by any bargaining unit employee who chooses to be a member of the Union, it shall deduct from the wages of the employee the periodic dues and voluntary political contributions in amounts uniformly required by the Union from its members. The duty to deduct expires upon the expiration of this Agreement.

- a. Upon ratification of this Agreement, the Union shall provide NWREL with the amounts of such periodic dues and political contributions and shall be responsible for notifying NWREL in writing of any changes in the amounts of the dues at least thirty (30) days prior to the month that the changes shall take place.
- b. NWREL shall remit to the Union the amount of deductions made in accordance with the authorization filed together with a list of names of employees and social security numbers for whom deductions have been made no later than fifteen (15) days following the pay period in which NWREL has made the deductions. The Union shall provide a written receipt of remittance to NWREL.
- c. If an employee receives two paychecks a month, NWREL will deduct the amount on the second payday in the month for that month. Employees who are paid once a month will have dues deducted from their monthly paychecks.
- d. NWREL's sole responsibility is to make dues deductions pursuant to this section and the authorizations submitted and to forward the money to the Union. NWREL has no responsibility of any kind in connection with the determination of the amount of dues or with the procurement of authorizations.
- e. The Union shall indemnify and defend NWREL and hold it harmless against any and all suits, claims, demands, and liabilities that arise out of or by reason of any action taken by NWREL 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 NWREL.
- f. In case an employee, who is a member of the Union, becomes delinquent under the provisions of this Article, the Union shall notify NWREL and the employee of such fact in writing. The employee shall be given ten (10) working days within which to cure the delinquency. If the delinquency has not been resolved during the ten (10) day period, the Union will notify the employee and NWREL in writing and request the discharge of the employee. The employee shall be subject to discharge at the request of the Union if the employee fails to remedy the delinquency.

Section 4. Employee Information. NWREL shall provide the Union and the NWREL Local President with a list of bargaining unit new hires (names, addresses, phone numbers),

terminations and employees on leave of absence for 30 days or longer and who are in the bargaining unit no later than the 15th day of the month following the month of hire or termination or in which the employee's leave reaches or exceeds 30 days.

ARTICLE 3 **UNION REPRESENTATION**

Section 1. Union Stewards. NWREL shall recognize three (3) Shop Stewards appointed by the Union and one Chief Steward. Whenever possible all communication between NWREL and the Stewards will be made through the chief steward or a steward designated by the chief steward to handle a particular issue. The Union agrees to forward to NWREL a written list of members of the bargaining unit designated as stewards within thirty days (30) of the effective date of this Agreement. The Union shall provide the Employer with written notification of changes to the list within ten (10) days of any such change.

Section 2. Conduct of Duties. Stewards' duties shall not interfere with normal and regular operations or the conduct of business. Stewards will make an effort to handle steward duties during breaks and lunch times. Exempt employees will be permitted to conduct steward duties during work time so long as it does not interfere with work or the conduct of their work duties. A pool equal to a total of ten (10) days paid time will be established to which non-exempt employee Stewards may charge work time spent on steward duties. Once the pool is exhausted non-exempt Stewards must conduct duties on unpaid work time.

Section 3. Access. A maximum of two (2) representatives of the Union shall have access to the Employer's facility at reasonable times (not to exceed twice per week) provided such representatives:

- (a) make an appointment twenty-four (24) hours in advance of the intended visit with the Human Resources Director;
- (b) confine activities to administering this Agreement; and
- (c) carry out activities without unapproved disruption of work schedules or loss of employee time.

Employees will not be paid for time spent in discussions with Union Representatives.

Section 4. Union Bulletin Board. The Union shall be provided with at least a 3'x5' bulletin board located in the 4th and 6th floor break rooms; notices posted shall be restricted to:

- (a) Union recreational and social activities;
- (b) Union elections and results, appointments of Union representatives;
- (c) Union meetings; and
- (d) Other subject matter which is not profane, defamatory, harassing or derogatory.

Two (2) boxes on each floor for distribution of material will be provided near the copy machines or in the break room. Copies of notices shall be submitted to the Human Resources Director when posted or distributed.

The Union will be permitted to distribute literature to bargaining unit members. When appropriate (e.g. survey), bargaining unit members will be allowed to return materials to a box at a designated location. Any SEIU literature to be distributed at NWREL shall be attached to an SEIU Local 905 newsletter or SEIU Local 905 newsletter masthead and shall include a disclaimer indicating that the content and views expressed in the literature do not, in any way, express or represent the opinions, interests or views of NWREL. Distribution will take place before 8:30 am or after 5:00 pm and shall not interfere with work or the conduct of work duties. The Union will maintain a list for individuals to sign if they do not want to receive the newsletter. The literature will not be distributed to those who sign the list.

Section 5. Electronic Communication. The Employer's internal e-mail network and internet service is for business use only. The Union and employees will not use the e-mail or internet service to conduct Union business, except that a designated Steward may email the Human Resources Director for the processing of grievances and email may be used during negotiations by the Bargaining Team Spokesperson to communicate with the Human Resources Director.

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 NWREL, including, but not limited to, the rights, in accordance with its sole and exclusive discretion and judgment: to determine the number of employees to be employed; to hire employees, to assign and direct employees' work; to promote; demote; to lay off for lack of work or lack of funds; recall to work; to determine the need for and the qualifications of new hires, promotions and transfers; to determine the need for workforce reorganizations, reductions in force and transfers; to set the standards of performance and the process for performance evaluation; to set the standards for work quality; to determine the methods, procedures, and nature of services to be rendered; to determine the contract account(s) to which an employee's work is charged; to determine the personnel, methods, means, and facilities by which operations are conducted; to set hours of work, work days and work locations; close or relocate operations or any program or part thereof; to expand, reduce, alter, combine, transfer, assign, or cease any job, department, program, operation or service; to control and regulate the use of its facilities, equipment and other property; to introduce new programs, services or operations; and to determine the number, location, and methods of programs, services and operations; and to issue, amend and revise reasonable policies, rules, regulations, standards, and practices not covered by this Agreement. NWREL's decision to exercise, exercise in a particular way, or failure to exercise any right, prerogative or function hereby reserved to it, shall not be considered a waiver or preclude it from exercising the same right, prerogative or function in some other way, so long as the actions are consistent with this Agreement and do not result in conflicting interpretations.

The exercise of any management right, prerogative or function which is not specifically modified or restricted by this Agreement is not subject to the grievance procedure.

ARTICLE 5
NON-DISCRIMINATION

Section 1. No Discrimination. Neither NWREL nor the Union shall treat any employee covered by this Agreement in a discriminatory manner based on race, color, creed, religion, national origin, disability, gender, age, Union status or activity, political belief, sexual orientation, or veteran status, as well as other characteristic or status protected by applicable federal, state or local law. In the event that a reasonable accommodation for a qualified employee with a disability is in conflict with any provision of this Agreement, NWREL and the Union will negotiate over the implementation of the accommodation.

Section 2. Personal Pronouns. Whenever used in this Agreement, male or female personal pronouns shall have equal application to the other gender unless the context indicates otherwise.

Section 3. Diversity. NWREL and the Union acknowledge and value the diversity of NWREL's workforce and clients. This includes a commitment to foster a work environment free of cultural, social, physical, emotional and intellectual barriers to creative thinking, learning and enhancement of the ability of all employees and clients to be successful. NWREL and the Union will make every reasonable effort to respect and support the spirit and intent of this diversity commitment.

ARTICLE 6
HARASSMENT AND DISCRIMINATION

Section 1. Prohibited Conduct. NWREL and the Union are committed to maintaining a working environment free of discrimination or harassment based on race, color, creed, religion, national origin, disability, gender, age, Union status or activity, political belief, sexual orientation and veteran status, as well as other characteristic or status protected by applicable federal, state or local law or the terms of this Agreement. NWREL and the Union are committed to maintaining a working environment that is free of harassment and inappropriate or aggressive behavior. Any staff member who engages in harassing or discriminatory conduct will be subject to discipline, which may include immediate termination of employment.

All forms of unlawful harassment are strictly prohibited. Harassing conduct may be verbal, visual, physical or psychological in nature. It may include comments, posters, cards, e-mails, and even jokes, when they create or contribute to a hostile or offensive working environment. Unlawful harassment can be both direct and indirect behavior, including, personal insults, derogatory name-calling, using foul or obscene language, vandalism of another's property, as well as threats, intimidation, humiliation and harassment. Harassment of any staff member by a vendor, client or other staff member, in or outside of the workplace, is unacceptable and will not be tolerated. Harassment by a staff member of a vendor or client is equally unacceptable and will not be tolerated.

Conduct shall be considered *sexual* harassment when it is severe and pervasive conduct of a verbal, visual or physical sexual nature and:

- a. submission to the sexual conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- b. submission to or rejection of the sexual conduct influences employment decisions affecting the individual; or
- c. the sexual conduct or language interferes with an individual's work performance or creates an intimidating, hostile, or offensive work environment.

Verbal sexual harassment includes sexually vulgar language, remarks about an individual's physical anatomy, gender-directed derogatory comments.

Visual sexual harassment includes a gesture of a sexual nature, distribution of written or graphic sexual material, sexually-oriented magazines/posters, display of nude pictures, or depiction of a sexual nature.

Physical sexual harassment means touching in a sexual manner.

Section 2. Procedure. Any employee who believes he/she is subject to unlawful harassment or inappropriate aggressive conduct should take the following course of action;

1. Tell the offending individual(s) to stop the offending behavior. State your objection to the behavior and the specific behavior to which you object. Have a witness present if possible. Keep a log of the specifics of the actions to which you object.
2. If Step 1 is not feasible or if it does not resolve the problem, the employee may use either NWREL's Grievance Procedure 416-1 or the Union Grievance Procedure stated in Article 9 of this Agreement, but not both.
 - a. NWREL Grievance Procedure. If the first step of the Grievance Procedure is not appropriate, contact the Human Resources Office. All complaints will receive an impartial investigation and be handled in a timely fashion according to the NWREL Grievance Procedure. Details of the investigation will be treated as confidential information by all parties. If violation is found, corrective action(s) will be taken to end the offensive conduct, correct its effect(s) on the employee, and ensure that the conduct does not recur. Retaliation in any form against a complainant or others who cooperate in the investigation of a complaint will not be tolerated. At the conclusion of the investigation, any individual(s) found to be in violation of this policy shall be subject to disciplinary action proportional to the seriousness of the offense and consistent with this Agreement. This may include written reprimand, counseling, staff training, suspension, transfer, demotion or termination or other appropriate corrective action consistent with this Agreement.
 - b. Union Grievance Procedure. An employee covered by this Agreement who believes that he/she is subject to unlawful harassment or inappropriate aggressive conduct may file a grievance using the Grievance Procedure in this Agreement. The grievance must be filed at the appropriate level and within the timelines provided.

ARTICLE 7 **SAFETY AND HEALTH**

Section 1. Safe Environment. NWREL and the union are committed to maintaining a safe work environment for employees and visitors to NWREL's facilities. NWREL shall take both reasonable and legally required precautions to safeguard the health and safety of employees during business hours, periods of on-duty travel and other recognized activities of the Laboratory. Employees will maintain their offices in a non-hazardous condition.

Section 2. Visitor Control. During normal business hours, visitors will be required to sign-in at central reception points on each floor and receive a visitor badge. Visitor sign-in creates a log of who is present and authorized to be in NWREL work areas. NWREL staff hosting meetings will direct visitors to the nearest reception point for sign-in.

Section 3. Employee Identification. All NWREL employees shall receive an identification badge bearing the employee's name, photograph and signature. The identification should be worn and visible during normal business hours while in all NWREL work areas. The identification assures proper identification of NWREL employees and co-workers.

Section 4. Workplace Violence. NWREL shall make all reasonable efforts to prevent workplace violence. Incidents of co-worker generated intimidation, threat or harassment will be addressed through application of Article 6, Harassment and Discrimination.

Employees who express fear or concern for personal safety due to marital or family problems or other personal relationships are to inform their Center Director or immediate supervisor.

Section 5. Safety Training. NWREL shall provide annual training to all employees on work safety in an office environment. NWREL shall also maintain a core of employees trained in first aid and cardiopulmonary resuscitation (CPR).

Section 6. Environmental Health. NWREL shall make all reasonable efforts to maintain office and work areas in an environmentally healthy condition. NWREL shall communicate regularly with the building management where office and storage space is leased to review proper lighting, air circulation and quality, ventilation, and sanitation facilities.

Section 7. Safe Travel. In the event that weather makes travel too dangerous, employees will be permitted and encouraged to avoid dangerous travel.

Section 8. Emergency Cell Phones. NWREL shall provide at least one cell phone for emergency use by traveling employees. Travel authorization forms shall have a space for employees to indicate their need for a phone. Traveling employees must check out the telephones from IT.

ARTICLE 8 **DISCIPLINE AND DISCHARGE**

Section 1. Discipline and Discharge. Employees covered by this Agreement who have successfully completed the Trial Service Period shall be disciplined or discharged only for just cause, as defined in Section 2 of this Article. An employee may choose to have a Union representative/ steward or other bargaining unit employee present for an investigatory interview which may result in disciplinary action or discharge or in a discharge meeting. NWREL will give a copy of any written disciplinary or discharge record to the employee and also will provide a copy of the record to the Union if the employee so requests. If disciplinary matters are corrected or resolved to the mutual satisfaction of NWREL and the employee, NWREL will place a record of the satisfactory correction or resolution in the employee's personnel file attached to the record of prior disciplinary action; provided however that NWREL may consider prior discipline in connection with the determination of discipline or discharge at a later date unless that disciplinary event was successfully arbitrated by the Union.

Section 2. Definition of Just Cause. For purposes of this Article, "just cause" includes but is not limited to unsatisfactory performance or unacceptable behavior; conflict of interest; serious misconduct; job abandonment or other factors warranting discipline or termination of the employment relationship. Issues concerning loss of program funding; termination of a contract, project or program are covered by Article 10, Layoff and Recall.

For example, subject to Section 3 of this Article, employees may be disciplined or discharged for unacceptable performance or behavior, including but not limited to unsatisfactory work performance, repeated tardiness, excessive absences, refusal to perform assigned work, insubordination, falsification of NWREL records or reports, or violation of standards of behavior reasonably expected for employees of NWREL for which NWREL determines disciplinary action or discharge to be appropriate. This list of examples is not intended to exclude other causes for discipline or discharge that fall within the definition of just cause.

Section 3. Progressive Discipline. Discipline may include oral or written warning, a suspension, demotion or transfer, or discharge. Progressive discipline principles normally will be followed but both parties recognize that the seriousness of some circumstances may be such that one or more of the disciplinary steps may be skipped. The level of discipline in a given situation will depend upon the severity of the circumstances. NWREL will make reasonable efforts to discipline employees in a non-public manner.

Section 4. Reporting Concerns. Employees will not be disciplined for reporting good faith concerns regarding client service or violations of this Agreement to NWREL management or Human Resources in an appropriate manner.

Section 5. New Work Rules and Procedures. NWREL agrees that no new work rules that have a substantial impact on bargaining unit working conditions will be put into effect during the term of this Agreement without prior notification to the Union.

ARTICLE 9
GRIEVANCES

Section 1. Grievances. Any employee, as defined in this Agreement, may raise a grievance that NWREL has violated a specific term of this Agreement, except to the extent that the right to grieve is otherwise limited by a specific term of this Agreement. Any grievance that may arise during the term of this Agreement must be pursued and resolved through the procedure stated in this Article as the sole and exclusive means for pursuing and resolving all grievances, with the exception of violations of Article 6, Harassment and Discrimination, which may be grieved either through the Union Grievance Procedure in this Article or the NWREL Grievance Procedure. This Section does not preclude an employee from resolving a workplace issue that does not involve violation of this Agreement through the NWREL Grievance Procedure.

Bargaining unit members shall have the right to be represented by a bargaining unit member of their choice and/or a Union staff member at any step of the Grievance Procedure. However, only the Union may submit a grievance to arbitration on behalf of a grievant. Up to two additional supervisory or Human Resources personnel may be present at any meeting held under this procedure at the discretion of NWREL. The grievant or the Union may withdraw a grievance at any time during the Grievance Procedure. All parties agree to make a good faith effort to resolve all grievances at the lowest level possible and as quickly as possible.

Section 2. Grievance Procedure. Grievances shall be resolved in the following manner:

Level I: Immediate Supervisor (out of the bargaining unit)

- A. The grievant shall first make a request for a meeting to discuss the problem with the immediate supervisor within ten (10) work days of when the employee knew or should have known of the incident giving rise to the grievance. A written request for such a meeting shall be submitted to the immediate supervisor detailing the date and nature of the alleged violation by NWREL.
- B. As soon as possible, but no later than ten (10) work days from receipt of the request from the grievant, the immediate supervisor will schedule a meeting with the grievant. If the grievant is not satisfied with the disposition of the grievance after the informal discussion meeting with the immediate supervisor, he/she may request the immediate supervisor to document the disposition in writing. The supervisor shall respond to the request within five (5) work days.
- C. Grievances claiming violation of Article 6, Harassment and Discrimination, by the grievant's immediate supervisor will start at Level II (or at Level III if the grievant's immediate supervisor is a Center Director).

Level II: Center Director

If the grievant's immediate supervisor is a Center Director, the grievant may appeal the Level I disposition immediately to Level III, skipping Level II.

If the grievant is not satisfied with the disposition at Level I or if the immediate supervisor does not provide a written statement of disposition within the required five (5) work day response period, the grievant may appeal the grievance to Level II by submitting a written grievance to the appropriate Center Director. The written grievance must be submitted within five (5) work days of receipt of the Level I disposition statement or, if no written disposition statement was received, within five (5) work days of when the statement should have been received. The Center Director shall respond to the grievance in writing within five (5) work days of receipt of the written grievance.

Level III: Deputy Executive Officer

If the Center Director's response is not issued within five (5) work days after receipt of the written grievance or if the grievant is not satisfied with the response, the grievant may appeal the grievance to Level III by submitting the written grievance and record of disposition at prior levels to the Deputy Executive Officer, with a copy to Human Resources. The grievance must be submitted within five (5) work days of receipt of the Level II response (or Level I response, if applicable) or, if no response was received, within five (5) work days of the date the prior level's response should have been received. Within five (5) work days of receiving the written grievance record, the Deputy Executive Officer shall meet with all parties necessary and respond to the grievant in writing within five (5) work days after the meeting takes place.

Level IV: Chief Executive Officer

If the Deputy Executive Officer's response is not issued within the time limits set for Level III or if the grievant is not satisfied with the disposition at Level III, the grievance may be appealed to Level IV by submitting the written grievance and record of disposition at prior levels to the Chief Executive Officer, with a copy to Human Resources. The grievance must be submitted within five (5) work days of receipt of the Level III response or, if no response was received, within five (5) work days of the date the Level III response should have been received. Within seven (7) work days of receiving the written grievance record, the Chief Executive Officer shall meet with all parties necessary and respond to the grievant in writing. The decision of the Chief Executive Officer shall be final and binding unless the Union submits timely written notification of its intent to arbitrate the grievance.

Level V. Arbitration/Mediation

When all applicable prior levels have been exhausted and the grievance remains unresolved, the Union may submit the grievance to arbitration by submitting written notification to arbitrate the grievance to the Chief Executive Officer within ten (10) work days after receipt of the Chief Executive Officer's decision at Level IV or, if no decision was issued, within ten (10) work days of the date the Level IV decision should have been received. After written notification to the Chief Executive Officer the parties shall select an arbitrator and set a date for the arbitration within thirty (30) calendar days. The parties will make every reasonable effort to start the hearing within ninety (90) calendar days of notification to the Chief Executive Officer.

After notification to the Chief Executive Officer of the Union's intent to arbitrate the grievance, the parties may submit the grievance to confidential, non-binding mediation by mutual

agreement. The mediator shall be impartial and shall be appointed by mutual agreement of the Union and NWREL. In the event mutual agreement cannot be reached, the American Arbitration Association (AAA) shall be asked to name a panel of eleven qualified neutrals in Oregon and/or Washington from which one name shall be selected by the Union and NWREL within five (5) work days after receipt by alternately striking names. A coin toss shall determine the order of striking names. The remaining name on the list shall be the mediator.

Unless the Union and NWREL mutually agree to defer selection of an arbitrator until after mediation, the Union and NWREL shall have five (5) work days from NWREL's timely receipt of the Union's written notification of intent to arbitrate to select a mutually acceptable arbitrator. If the Union and NWREL fail to agree upon an arbitrator within this period, they shall jointly request the AAA to submit a list of seven (7) qualified neutrals in Oregon and/or Washington from which one name shall be selected by the Union and NWREL within fourteen (14) calendar days after receipt by alternately striking names. The Union and NWREL may each reject in its entirety the first list provided and request a second list. A coin toss shall determine the order of striking names. The remaining name on the list shall be the arbitrator.

The arbitrator's award shall be rendered within thirty calendar days of the close of the hearing or the submission of post-hearing briefs, whichever is later. An arbitrator's award or any settlement of the grievance shall be final and binding upon NWREL, the Union and the grievant. The arbitrator shall have the power to interpret this Agreement and apply it to the particular facts submitted to him/her but shall have no authority to add to, subtract from or in any way modify the terms of this Agreement, nor shall he/she have any authority to limit or change any policies, practices, rules or regulations of NWREL not in conflict with the specific terms of this Agreement. No award of back wages or benefits shall exceed the amount of wages or benefits the grievant would have earned minus any other wages or benefits earned or received by the grievant from any source(s) which replaced lost earnings or benefits from NWREL during a period of suspension or discharge covered by the grievance, other than unemployment compensation received.

Section 2. Expenses. The expenses and fees involving the services of an arbitrator or mediator shall be borne equally by both NWREL and the Union. Each party shall be responsible for the costs of presenting its case to the arbitrator or mediator, including attorneys' fees, if any. In the event only one party wants a transcript from the arbitration hearing, the party so requesting shall pay all costs of the transcripts. Should both parties want transcripts, the parties shall share the cost equally.

Section 3. Time Periods. The time periods stated in this Article may be extended or modified by written mutual consent of the parties involved at the applicable level. Otherwise, failure to file or advance a grievance within the time periods specified shall constitute a final disposition of the grievance in favor of NWREL. Failure of NWREL to respond timely at any level will be treated as a denial and allow the grievant or the Union, as applicable, to advance the grievance to the next level within the appropriate time period based on when NWREL's response should have been received.

Section 4. Discharge or Suspension Grievances. A grievance of a discharge shall be started at Level III. A grievance of a suspension shall be started at Level II.

Section 5. Record of Grievance. The grievance form and records of the written disposition of a grievance at each applicable level shall not be placed in the grievant's Personnel File unless the grievant requests in writing that a copy of a specific grievance document or documents be placed in the grievant's Personnel File.

Section 6. Written Grievances. In submitting a written grievance at Levels II through IV, the grievant and the Union shall submit grievances on an official SEIU, Local 503, grievance form and shall include the date and other specific facts of the alleged violation of this Agreement by NWREL, the specific section(s) of this Agreement alleged to have been violated and the specific resolution sought. Failure to comply with this requirement at any level shall render the grievance untimely and null and void.

Section 7. Paid Work Time. Except as otherwise specified in this Agreement, paid work time for employees directly involved in grievances (*e.g.*, grievance(s), witness(es)) under this Article is limited to time spent in grievance meetings with NWREL management representative(s) at Level I through Level IV, as applicable. Level I through IV grievance meetings shall be held during normal work hours unless the parties mutually agree to another time. Paid work time otherwise applies only if, and to the extent, NWREL requires an employee to participate in a grievance-related meeting or in mediation or an arbitration hearing, as applicable.

ARTICLE 10 **LAYOFF AND RECALL**

Section 1. Layoff. Whenever a decision has been made by NWREL that a workforce reduction is necessary, the following procedure shall be utilized in selecting employees for layoff:

- a. Long-term temporary employees in the affected program(s) or job classification(s) will be laid off next on the basis of NWREL seniority.
- b. Employees in their trial service period in the affected program(s) or job classification(s) will be laid off next on the basis of NWREL seniority.
- c. Regular Employees in the affected program(s) or job classification(s) will be laid off next based on the following considerations:
 - Ability of the employee to fill one or more of the needed services or functions
 - Nature and frequency of appropriate experience and/or training of the employee to perform the needed services and functions
 - The potential of the employee to provide for the immediate program needs and future program needs.
- d. In the event two or more Regular Employees are considered by NWREL to be equally

qualified under the subsection c. considerations, final selection shall be based first on program seniority within each affected program and, if program seniority is equal, on NWREL seniority, as defined in this Agreement.

Section 2. Notification. In the event of a layoff, regular employees shall be notified in writing by Human Resources Unit of layoffs no less than four weeks prior to the layoff or receive four weeks pay in-lieu of layoff or combination thereof. The layoff notice will include a list of vacant positions which are at the same or one level below the current position of the laid-off employee.

Section 3. Transfer in Lieu of Layoff. Regular employees who are notified in writing that they are to be laid off per Section 2 will be the first considered to fill vacancies as transfers in lieu of layoff. Within three (3) days of the notice of layoff, the employee will submit a statement of interest and qualifications, including a resume, to the hiring manager and Human Resources. If the employee fails to request the transfer in lieu of layoff within three (3) days, the employee loses the right for that position. Within two (2) days of receipt, the manager shall respond to the laid-off employee and schedule a time for an interview to occur within five (5) days of the notice by the employee of interest and qualifications. The vacant position will not be filled by the employer until after the interview is completed. A Regular employee who is otherwise identified for layoff as part of a workforce reduction who meets the skills, abilities, knowledge and experience as specified in the position description shall be offered the position. If the employee declines the offered position, he/she shall forfeit recall rights.

Section 4. Recall.

a. Eligibility Employees who are in good standing at the time of layoff shall be eligible for recall unless the employer has just cause not to reinstate. At the point NWREL decides that an employee is no longer in good standing, NWREL shall notify the employee of this fact in writing with a copy to the President of Local 905.

b. Duration Subject to Section 3 of this Article, a laid off employee will retain recall rights as specified in this Article for the first 12 consecutive months of layoff unless terminated with just cause for a reason other than a reduction in force.

c. General Recall If positions become available, and the positions are not filled by Regular employees who are transfers in lieu of layoff, employees on the recall list will be notified by certified mail receipt requested that the position is open and whether the individual meets the required skills, abilities, knowledge and experience as specified in the position description. If an employee meets the skills, abilities, knowledge and experience as specified in the position description he/she will be recalled for the position in reverse order of layoff. If an employee is notified that he or she does not meet the required skills, abilities, knowledge and experience as specified in the position description and disagrees with that assessment the employee must respond to the notification within five (5) working days from receipt of the letter by contacting Human Resources. NWREL shall simultaneously provide copies of the letters to the President of Local 905.

d. Specific Position Recall When a specific position that has been performed by a laid off employee is refunded, that employee shall be notified and recalled to their prior position.

e. Right of Refusal An employee on the recall list shall have one refusal of a job at a lower classification level without forfeiting their recall rights. An employee who refuses a recall to a position at the same classification level shall forfeit rights under this section.

Section 5. Posting of Available Hours. As hours become available, NWREL shall post the hours on the intranet site so that employees who are facing the loss of some or all of their hours may avail themselves of any opportunity.

Section 6. Temporary Reduction of Hours. The Human Resources department shall establish an intra-net site on which full-time Regular Employees whose contracts temporarily fund them for less than full-time work may list their names, experience and qualifications or resume and amount of time available for additional tasks. Supervisors shall make reasonable efforts to refer work to employees on the intra-net site list prior to hiring temporary personnel.

Section 7. Provision of Seniority List. NWREL shall provide the Union with a seniority list within sixty days of the effective date of this Agreement. The Union shall make the list available to employees. NWREL shall provide an updated list to the Union annually. Employees who disagree with their listed seniority status may raise a grievance within the time limits set in Article 9, Grievances.

Section 8. Break in Service. Employees who are laid off and then resume employment at NWREL within 12 consecutive months shall have their original seniority at the time of layoff reinstated and shall be entitled to benefits, including accumulated personal leave, associated with such seniority, excluding the actual period of layoff. Employees who resign or are terminated for cause shall retain no seniority.

ARTICLE 11 **TRIAL SERVICE PERIOD**

Section 1. Trial Service Period. A new Regular Employee shall be in a trial service period for the first 90 calendar days of employment. Seniority shall accrue during the trial service period.

Section 2. Representation and Grievances. The Union shall represent trial service period employees for the purpose of collective bargaining with respect to wages and other conditions of employment. A trial service period employee may be disciplined or discharged for any reason, with or without cause as defined in this Agreement, and may grieve the action only through Level IV of the Grievance Procedure in this Agreement. A trial service period employee shall not have recourse to Level V of the Grievance Procedure.

Section 3. Orientation. NWREL shall provide orientation for all new employees. A designated Union representative shall be allowed up to 30 minutes in each new employee orientation session, with pay for the Union representative (if an employee) and the new employee(s), to explain the Union's exclusive representation status, its benefits, and services available to membership.

Section 4. Performance Reviews. NWREL shall give each trial service period employee at least two performance reviews for the trial service period. One review shall be done at the midpoint of the trial service period and one shall be when the trial service period is completed. The midpoint review may be an informal discussion with the employee, at the option of the Unit Manager or Program/Department Director, but shall include a clarification of the employee's strengths and developmental needs, as demonstrated up to that point.

ARTICLE 12 **DRUGS & ALCOHOL**

Section 1. Statement. NWREL and the Union recognize that the misuse of drugs and alcohol is a serious and dangerous problem. NWREL and the Union believe that prohibiting the improper use, possession or influence of alcohol, illegal drugs and other controlled substances in the workplace will improve the safety and health of NWREL staff members.

Section 2. Alcohol. Employees are prohibited from being intoxicated or under the influence of alcohol during work time and from bringing, possessing or using alcoholic beverages on NWREL premises or while representing NWREL, except as stated in this Article. Possession of unopened containers of alcohol for a limited period of less than two days on NWREL premises is not prohibited. Moderate consumption of alcohol at NWREL-sponsored events, client or vendor events, or other business-related functions is not prohibited. However, employees are responsible for maintaining appropriate professional behavior at such events. Employees who work during or report to work after any business-related event where alcohol has been served still are required to comply with these requirements.

Section 3. Drugs and Other Controlled Substances. The manufacture, distribution, dispensation, possession, sale, purchase, offer to buy or to sell, or use of an illegal drug, related paraphernalia, or other controlled substance and the illegal use of any drugs (including misuse of prescription drugs) in the workplace or while engaged in NWREL business is prohibited. Employees also are prohibited from being under the influence of illegal drugs or other controlled substances (other than the lawful and appropriate use of prescription medications) on NWREL premises or while representing NWREL.

Section 4. Rehabilitation Assistance. NWREL and the Union encourage any employee with a personal substance abuse problem to seek voluntary assistance in confidence through the EAP or employee benefit plans. This Article is not intended to prohibit the safe and legal use of prescription and non-prescription medications.

Section 5. Drug Testing. NWREL reserves the right to require reasonable suspicion testing of applicants and employees or testing required by applicable law or NWREL's contracts or grants.

Section 6. Inspection of NWREL Property. NWREL reserves the right to inspect and search all NWREL property for alcohol, controlled substances or illegal drugs when it has reason to believe there is a violation of this Article. NWREL may search an employee's personal property on NWREL premises only with the employee's consent; provided, however, that if the employee refuses to give consent, NWREL shall have the right to require the employee to immediately remove the property in question from its premises and not bring it back on premises. Searches of

NWREL property will not be conducted by NWREL without prior authorization of the Chief Executive Officer or his/her designee.

Section 7. Drug-Free Workplace Act. This Article is intended to be interpreted and applied in accordance with NWREL's obligations under the federal Drug-Free Workplace Act, including any regulations or contractual obligations thereunder.

ARTICLE 13 **HOURS OF WORK/OVERTIME/PAYDAYS/TIME REPORTS**

Section 1. Paydays. Paydays are the last business day of each month for exempt employees and the 15th (or last business day before the 15th) and the last business day of each month for non-exempt employees.

Section 2. Accuracy of Time Reports. Each employee is responsible for accurately completing his/her time report when due. Time reports are due on the 15th and the last business day of each month for exempt and non-exempt regular employees and on the 6th and 21st day of the month (or the preceding business day) for temporary employees. All reports must be submitted to the Unit Manager or Program/Department Director not later than 9 a.m. on the date due.

Section 3. Salary Advancements. Salary advancements are allowed only in extreme circumstances. Employees may request a salary advancement for an extreme emergency, which the employee shall identify in writing to the Human Resources Manager, with a copy to the employee's Unit Manager or Program/Department Director. The amount of the requested advance shall not exceed the salary or wages earned as of that time, less taxes and benefit withholding. Requests for salary advancements require written approval of the Human Resources Manager and the Finance Director,

Section 4. Overtime for Non-exempt Employees. The Executive Office must approve requests for pay for overtime work by a non-exempt employee in writing prior to the performance of the work. Overtime is paid to non-exempt employees at the rate of time and one-half for hours worked in excess of 40 hours per work week. Non-exempt employees required to work on a NWREL-observed holiday will be paid at the rate of time and one-half for the hours worked, in addition to receiving regular holiday pay. Where possible, travel for non-exempt employees shall be scheduled during the employee's normal work hours (on work days or non-work days) and shall be paid in accordance with applicable state and federal wage and hour laws, including overtime pay as applicable.

Section 5. Work Scheduling - Non-exempt Employees. Normal NWREL office hours are 8:30 a.m. to 5:00 p.m. The standard work day for non-exempt employees is 7.5 hours, with a one-hour unpaid lunch period. Work schedules outside the normal 8:30 a.m. to 5:00 p.m. office hours must be approved by an employee's Unit Manager or Program/Department Director and reviewed by the Human Resources Manager. Criteria for a supervisor's approval of an alternate work schedule shall be the satisfactory completion of the employee's assignments, and the feasibility of meeting the needs of the program, NWREL, and the employee. NWREL may allow employees to flex hours within the workweek with prior approval if it does not interfere

with the operation of the department and the completion of work, provided no overtime is accrued. NWREL agrees not to abuse its discretion in the application of this section.

Section 6. Work Scheduling - Exempt Employees. The standard work week for full-time exempt employees is 40 hours. However, it is understood that the hours of exempt staff may sometimes vary from the standard work week by either exceeding or falling short of 40 hours. Exempt employees shall be allowed this flexibility in scheduling with the understanding that they are expected to fulfill program and client needs and commitments. NWREL agrees not to abuse its discretion in scheduling employees to fulfill program and client needs and commitments. Exempt employees may vary their work schedule and/or work location with the prior approval of their Unit Manager or Program/Department Director, consistent with NWREL business needs. Exempt employees shall not abuse the practice of flexibility, and failure to perform as a result of this flexibility shall result in denial of future schedule flexibility and discipline, up to and including dismissal.

ARTICLE 14 **PERFORMANCE REVIEWS**

Section 1. Purpose. The primary goal of the performance appraisal process is to foster employee growth and continuous performance improvement. To this end, the performance appraisal process should include both formal and informal performance feedback; effective communications between the employee and his/her supervisor(s); opportunities for mutual consideration and discussion of ideas and concerns related to job responsibilities, professional conduct, and positive work environment; an individual development plan mutually agreed upon by the employee and his/her supervisor(s); and examination and resolution of communication or other barriers inhibiting exceptional performance.

Section 2. Formal Performance Reviews. Formal performance reviews shall be performed at least annually for Regular Employees and shall accurately reflect the following:

- a. NWREL and program-specific responsibilities and expectations;
- b. Workplace behavior expectations;
- c. Job responsibilities assigned to the employee;
- d. All criteria used for evaluating the employee;
- e. The supervisor's(s') evaluation of the employee's performance with respect to factors a, b, and c;
- f. The employee's response, if any, to the supervisor's(s') evaluation;
- g. The supervisor's(s') expectations for performance improvement (including specific methods for improving weakness areas, if applicable), and the employee's response, if any, to these expectations.

The parties recognize that performance criteria varies among NWREL programs and that this should be reflected in the performance appraisal process and the performance review tools.

Section 3. Individual Development Plan. As part of the annual performance review, each Regular Employee, with his or her supervisor(s) should prepare an individual development plan consistent with Article 19, Training/Staff Development.

Section 4. Grievances. If an employee believes that the process with which he/she was evaluated violates this Agreement, he/she may file a grievance through the grievance process in Article 9, Grievances. The content of performance reviews may be grieved through the grievance process in Article 9, Grievances, only if the employee claims a violation of Article 5, Non-discrimination, or Article 6, Harassment and Discrimination. Other grievances regarding performance reviews may be addressed through the NWREL Grievance Procedure.

ARTICLE 15 **PERSONNEL FILES**

Section 1. Definition. A personnel file is the official record of confidential employment information and history. A personnel file shall include original records and documents pertaining to: agreement and conditions of employment, actions that modify an original employment agreement, records of education and experience, Personnel Action forms that record an employee's job history, performance evaluation reviews, termination and enrollment records for employee benefits, records of disciplinary actions and personnel or grievance records requested by the employee to be placed in his/her file.

Section 2. Files Retention. All personnel files for members of the bargaining unit shall be stored and maintained in the NWREL Human Resources office. Personnel files are confidential records and may be accessed only by persons with an official business need to maintain or access the files(s). The Human Resources office will maintain records in both electronic and paper forms that assist with employee record keeping and compilation of statistical and demographic reports, i.e. Affirmative Action and other legal requirements, as well as grievance records not requested by an employee to be placed in his/her file. These other records shall not be part of official personnel files.

Section 3. Notification and Appeal. Employees shall be notified of disciplinary records placed in their official personnel file, prior to placement. Notification shall be in the form of a copy of the document intended for entry. If the employee objects to a document being placed in the personnel file, he/ she may submit a written request to the Deputy Executive Officer stating the specific item of disagreement and the nature of the objection. The Deputy Executive Officer will consider all information provided by the employee with regard to the document, and respond within 10 days of receipt of the request. This provision of the Article will not apply to completed and authorized Personnel Action and employee benefits enrollment forms.

Section 4. Files Access. The NWREL Human Resources office will maintain a record of all people who access official personnel files. The record will capture the specific file(s) accessed, person accessing the file and their signature, and date and time of file access.

An employee may review his/her personnel file in the presence of a representative of the Human Resources office, as well as an additional staff member of the employee's choice. The employee may request that materials be submitted to the personnel file. A copy of any materials requested from the file will be provided to the employee within 14 days of receipt of the request. In instances where a former employee is requesting copies of material located in his/her personnel file, a cost reasonably calculated to recover the actual cost of providing the service will be charged.

NWREL's Chief Executive Officer, Deputy Executive Officer, Human Resources office staff, the employee's current Center Director/Unit Manager/Department Director or other supervisor of the employee or a hiring Center Director/Unit Manager/Department Director or other hiring supervisor may review an employee's personnel file as required for efficient administration of NWREL. All other NWREL supervisors or managers seeking access to an employee's personnel file must submit a written request to the Deputy Executive Officer stating the business purpose for access and material sought in the personnel file. The Deputy Executive Officer will respond within 14 days for receipt of the request. No other persons shall be given access to an employee's personnel file except with the employee's consent or to the extent disclosure is required pursuant to lawful subpoena or court order. If copies are requested, a cost reasonably calculated to recover the actual cost of providing the service will be charged.

Section 5. File Corrections. If, after examination of the personnel file, an employee believes that any portion of the file is not accurate, he/she may submit a written rebuttal or correction statement to Human Resources and this statement shall be placed in the employee's official personnel file.

ARTICLE 16 **EMPLOYEE ASSISTANCE PROGRAM**

Section 1. NWREL shall provide an Employee Assistance Program (EAP) equivalent to the one currently provided. Employees shall be allowed three (3) sessions with the EAP.

Section 2. No information exclusively gathered by an Employee Assistance Program may be used to discipline an employee.

ARTICLE 17 **STAFF TRAVEL**

Section 1. Mileage Reimbursement and Parking. NWREL shall reimburse employees at the then-current IRS reimbursement rate for the authorized use of their personal vehicles and for the cost of parking for travel on NWREL business.

Section 2. Expense Reimbursement. NWREL shall reimburse employees for their reasonable expenses relating to job-related travel, including transportation costs to and from meetings and conferences in the Portland area on the same basis as for travel by non-bargaining unit staff members. Employees will be reimbursed for meals during travel that cannot be completed within a 12 hour period of one day according to the federal per diem rate.

Section 3. Travel Advances. Travel advances shall be made, at an employee's request, for the amount of the projected travel expenses, as approved by the Center Director, Unit Manager, Department Manager, or Deputy Executive Officer on the travel authorization form. No employee may maintain a balance in his or her travel advance account for more than two weeks after travel or a consecutive schedule of travel with less than two days in the office is completed. If an employee submits an expense claim for out of pocket costs he or she shall receive reimbursement within two weeks of NWREL receiving a correct expense claim form.

Section 4. Long Distance Telephone Calls. Employees whose work requires them to be away from home overnight shall be allowed to make personal phone calls up to a maximum total of 30 minutes per day as a travel expense. Where there is a surcharge for calls employees will be limited to two telephone calls for a maximum of 30 minutes per day. In case of personal emergency, NWREL may approve reimbursement for additional phone calls.

Section 5. Rental Car Insurance. NWREL shall maintain the current level of insurance coverage for employees renting vehicles for NWREL business and shall notify employees and the Union of the extent of NWREL coverage and employee liability and of any changes in the policy.

ARTICLE 18 **CLASSIFICATIONS**

Section 1. Pay for Work Out-of-Classification. Subject to Sections 2 and 3, below, of this Article, when an employee is assigned for a limited period to perform more than 50% of the duties of a position at a higher level classification for more than twenty (20) consecutive work days, the employee shall be paid a differential of five per cent (5%) per salary grade or at the 10% penetration level of the higher salary grade, whichever is greater, for the full period of the assignment. An employee shall not work out-of-classification for more than 120 calendar days. After 120 calendar days, NWREL shall either terminate the out-of-classification assignment and return the employee to his/her regular work or reclassify the employee within the position consistent with the continuing duties of the position.

Section 2. Exceptions. An employee may work out of classification for more than 120 calendar days if he/she is (a) filling in for another employee on an extended leave of absence; (b) working on a temporary project; or (c) doing work in an open advertised bargaining unit position for which a fully-qualified applicant is still actively being sought, but has not yet been hired. In such cases, the employee and the Union shall be notified of the reason for the extension and its expected duration.

Section 3. Work Out-of-Classification for Employee Development. An employee performing duties out-of-classification for training or developmental purposes shall be informed in writing of the purpose and length of the assignment, during which there shall be no pay rate adjustment for the work. A copy of the notice shall be placed in the employee's personnel file as an addendum to the employee's individual development plan.

Section 4. Good Faith. Assignments of work out-of-classification and reclassification shall not be made in a manner intended to circumvent the terms of this Agreement. Employees who believe that they are working out of classification have an affirmative duty to bring it to

NWREL's attention in writing (to their immediate supervisor and a copy to Human Resources) within the twenty-day (20) time limit specified in Section 1 of this Article. NWREL shall have thirty (30) calendar days to respond to the employee's notification.

Section 5. Reclassification. If an employee and his/her supervisor have reason to believe that she/he is performing more than eighty percent (80%) of her/his duties in a higher classification on an ongoing basis, the supervisor shall submit a classification review request in writing to Human Resources. The classification review shall list the inconsistencies between the employee's job duties and current classification. Human Resources has thirty (30) days to respond to the review request. If reclassified to a higher job grade, an employee shall be placed at the 25% penetration level in the new job grade or the employee's salary shall be increased by 5 percent (5%), whichever is greater.

Section 6. Position Descriptions and Classification Specifications. NWREL shall post and maintain classification specifications of all existing and newly created bargaining unit positions on the intranet. Classification specifications will distinguish classification levels and job families.

ARTICLE 19 **TRAINING/STAFF DEVELOPMENT**

Section 1. Individual Development Plan. Each Regular Employee, with the assistance and approval of his or her immediate supervisor, shall prepare an Annual Performance Plan as part of his/her annual performance review. The plan may include goals for professional development and must be relevant to the employee's current job. To the extent possible, the plan may include NWREL-wide, small group and individual training, attendance at conferences or seminars, or coursework. Specific aspects of the plan may change with supervisor approval, according to changing opportunities and needs of the employee and NWREL. Long-term temporary employees do not have annual performance plans.

Section 2. Mentoring Program. Each new Regular Employee, or long-term temporary employee who requests it, shall be assigned a co-worker as a mentor for the first six months of the employee's employment with NWREL. The purpose of the mentor is to assist the employee in learning the policies and procedures, culture, and program or job content of NWREL. Employees who have been at NWREL for at least two years and who wish to be mentors shall notify their immediate supervisor and Center Director. A representative from Human Resources shall assign mentors from among the pool of volunteers.

Section 3. Individual Development Plan Participation. Regular Employees may make written requests to their immediate supervisor to participate in activities related to fulfilling their annual performance plans. An individual staff development request may include, but is not limited to, coursework at an accredited college, university or vocational school; cross-training in another program/department or position at NWREL or another facility; and attendance at seminars or conferences that are not assigned as mandatory by NWREL. Management will follow the Non-Discrimination provision of this Agreement in distributing opportunities for staff development. The employee and his/her immediate supervisor shall complete the individual staff development request, which shall be forwarded to Center Director for approval.

Regular Employees shall be reimbursed for fees for conferences and/or tuition for seminars, workshops or courses at an accredited college. Tuition reimbursement shall not exceed \$850 per fiscal year. Upon successful completion, as defined in the Individual Staff Development request form, reimbursement must be requested within thirty (30) days of the activity.

The Center/Office Director shall approve or disapprove the request within ten (10) working days of receipt, based on the requested activity's relevance to the employees annual performance plan, the availability of funds, any applicable program contract requirements or constraints, workload considerations and other operating needs of NWREL.

Approval at any step shall not be unreasonably withheld, and appeals of such denial may be processed through Article 9, Grievances. If the activity is not successfully completed within the agreed-upon timeframe, the employee shall reimburse NWREL for any advanced funds received by the employee and shall forfeit any outstanding amounts otherwise due him/her. Employees who terminate employment with NWREL (except by layoff) within 180 calendar days of the individual development activity shall reimburse NWREL for the costs of the activity.

ARTICLE 20 **CONDITIONS OF EMPLOYMENT**

Section 1. Conflict of Interest.

An employee will refrain from any use of his/her position with NWREL, which is or appears to be for personal gain or gain for persons within his/her family, business or financial ties. Employees shall not use any inside information (not available other than as a result of the employee's position with NWREL):

1. To enter into speculation, or recommend speculation, to any family members or business associates, in any investment opportunity.
2. For the special benefit to any business or other entity external to NWREL at which the employee is employed, retained, or in which he/she has a financial interest; or
3. For the benefit of any current or potential competitor of NWREL.

No employee may establish a relationship that would result in direct financial benefit to the employee or a member of the employee's family from the sale or use of NWREL products. Exceptions may be approved by the Chief Executive Officer (whose approval shall not be unreasonably withheld), provided the employee requests an exception in writing in advance of the proposed action.

Section 2. Outside Employment.

An employee (or group of employees) may perform other outside work as long as the outside work does not conflict with the employee's NWREL responsibilities or NWREL's contractual responsibilities and it is not work included in the course and scope of the work or any adaptation of the work of any then-current or prior NWREL program or service and is not potential work

identified by NWREL or any of its programs as included in the strategic plans of NWREL or one of its programs. No employee (or group of employees) shall be paid as consultant(s) or enter into a personal contract(s) with individuals, agencies or organizations to perform services, consultation or training that is included in the course and scope of the work or any adaptation of the work of any then-current or prior NWREL program or service or is potential work identified by NWREL or any of its programs as included in the strategic plans of NWREL or one of its programs.

Section 3. Intellectual Property Rights.

Employees are subject to the same requirements regarding disclosure and ownership of intellectual property and works made for hire as other NWREL staff except as explained in this section. NWREL and the Union agree that NWREL ownership rights shall not extend to intellectual property developed by an employee during the course of his/her employment with NWREL or after its termination if the intellectual property meets all of the following conditions:

1. The intellectual property was not developed in conjunction with any work by the employee within the course and scope of the work or any adaptation of the work of any then current or prior NWREL program or service and is not related to any potential work identified by NWREL or any of its programs as included in the strategic plans of NWREL or one of its programs;
2. The development of the intellectual property was not supported, directly or indirectly, by NWREL resources (including, but not limited to, equipment or facilities, time, supplies, facilities). Intellectual property developed in conjunction with coursework supported by NWREL tuition reimbursement shall not be considered the property of NWREL so long as the intellectual property does not violate condition #1 above.

Disputes over ownership of intellectual property are not subject to Article 10, Grievances, but rather the parties shall make a good faith effort to mediate an ownership dispute through a confidential mediation process mutually agreed upon by the Union and NWREL when a party requests mediation.

Section 4. Security Clearance.

Employees assigned to federal, state or school district funded projects requiring a security clearance will complete the required clearance forms as a condition of work. Continued assignment to the project will be dependent upon security approval by the funding source. NWREL will have no obligation to find the employee other work if the employee refuses to complete the required security clearance forms. If the employee fails the funding sources security requirements NWREL will transfer the employee to a vacant position if the employee meets the hiring requirements of the position and the position does not require a security clearance. If the employee can not be transferred in lieu of lay off, the employee shall be placed on the recall list and shall be notified of positions that do not require security clearance. Documentation submitted by the employee for security clearance shall not appear nor be placed in an employee's personnel file.

ARTICLE 21
JOB VACANCY

Section 1. Notice of Job Vacancies. NWREL shall post all newly-created bargaining unit jobs and all bargaining unit job vacancies on the Intranet and shall provide e-mail notification to all bargaining unit members at least three work days prior to advertising outside NWREL.

Section 2. Eligibility. All employees covered by this Agreement may apply for an open bargaining unit position by submitting a letter of application and a resume during the posting period, acknowledgment of receipt of which shall be provided to the employee applicant.

Section 3. Seniority. For those positions within the bargaining unit, NWREL shall hire the most qualified candidate among internal and external applicants, subject to NWREL's Affirmative Action obligations and to Article 10, Layoff and Recall, Sections 3 and 4. If qualifications are equal, then the most senior candidate from the bargaining unit shall be selected.

Section 4. Exclusion from Bargaining Unit. NWREL shall not establish jobs for the sole purpose of excluding employees from the bargaining unit.

Section 5. Selection Committees. NWREL shall continue to utilize Selection Committees including at least three current staff members, at least one of whom will be from the same Center as the position being filled. NWREL shall give serious consideration to the recommendation(s) of the Selection Committee and, in the event the recommendation(s) is/are overridden, a written explanation shall be provided by NWREL to the committee members.

Section 6. Grievances. Final selection decisions shall not be subject to arbitration or mediation under Article 9, Grievances, except in the case of a grievance alleging violation of the posting requirements of Section 1 of this Article or Article 5, Non-Discrimination or Article 6 Harassment and Discrimination.

ARTICLE 22
EMERGENCY CLOSURE

In case of emergency, fire, inclement weather, bomb threat, or as defined by the Chief Executive Officer or Deputy Executive Officer, NWREL may declare an emergency and announce closure or delayed opening of the Laboratory. When possible, all Center Directors will be notified when NWREL is to be closed. Employees in work status during the time of declared closure will be paid their normal hourly or salary rate for hours of closure. Employees in leave status during the declared closure will be credited as on leave and compensated according to the type of leave when the emergency closure was declared.

In instances of severe weather conditions, NWREL closure, both full day closures and delayed openings, will follow media announcements provided by the Executive office. The Human Resources office will be responsible for placing such emergency information on the switchboard answering machine.

It is the responsibility of each employee to determine whether NWREL is to be open by listening to media reports, calling NWREL's switchboard, or the individual's Center Director if the switchboard is not staffed or not yet been recorded.

ARTICLE 23 **RESIGNATION**

Employees covered by this Agreement may resign at any time and for any reason. An employee intending to resign should give at least two weeks' notice of resignation. NWREL may, in its sole discretion, accelerate the effective date of the resignation and pay the employee for the balance of the notice period, including pay for annual leave that otherwise would have accrued during the balance of the notice period, up to a maximum of two weeks.

ARTICLE 24 **TEMPORARY EMPLOYEES**

Section 1. Nature of Work. Bargaining unit employees classified as long-term temporary employees as identified in Article 1, Recognition, shall be used for specific projects not normally performed by Regular Employees or to fill a temporary resource need for projects expected to last 90 calendar days or more, but less than 1000 hours in a calendar year. NWREL shall notify the Union of the name of the employee, the nature of the project, the program/department, and the expected duration of the temporary assignments for each person hired as a NWREL long-term temporary employee at a NWREL facility covered by this Agreement. Long-term temporary employees shall not be used for regular, on going work in lieu of filling regular positions unless such positions cannot be filled with Regular Employees.

Section 2. Consideration for Regular Position. If a qualified long-term temporary employee applies for an open regular position, the employee's performance as a temporary employee will be considered on the same basis as other internal applicants who are Regular Employees. In the event that a long-term temporary employee's position becomes a regular position and the long-term temporary employee continues in the position without a break in service, his/her work hours as a long-term temporary employee in the same position will be credited towards the employee's trial service period and seniority.

Section 3. Performance Reviews. Long-term temporary employees shall receive a performance review at the end of the temporary project. These reviews shall include an assessment of the employee's strengths and weaknesses.

Section 4. Termination. NWREL long-term temporary employees shall sign a Personnel Action form at the time of hire that includes a statement of the expected duration of their project and expected date of termination of their employment. Long-term temporary employees are covered by Article 8, Discipline and Discharge.

Section 5. Agency Temporary Employees. Agency temporary personnel shall be used for temporary workload needs, not to exceed 12 months. Agency temporary personnel shall not be used for regular, on-going work in lieu of filling regular positions unless such positions cannot be filled with a Regular Employee.

Section 6. Benefits for Long-Term Temporary Employees. Long-term temporary employees are eligible for the following benefits:

Health Insurance: Long-term temporary employees working-at least .5FTE may elect to enroll in the following group benefits when they become bargaining unit members: group medical and dental insurance, accidental death insurance, group term life and option life insurances. Long-term temporary employees shall pay the full cost of coverage for themselves and any eligible spouse or dependents.

Other Benefits: Long-term temporary employees are not eligible for other benefits except as required by applicable law (e.g., Workers' Compensation benefits or family leave) or as specifically provided for in this Section 6. Long-term temporary employees shall be given time off without pay for jury duty, court or agency appearances (with or without a subpoena) and any leaves of absence for which they are eligible.

ARTICLE 25
COMPENSATION

NWREL is committed to maintaining competitive and diverse compensation for its employees to attract and retain the skills and expertise needed to fulfill its mission and goals. Compensation includes wages, group insurance benefits, retirement benefits, holidays and leaves.

Section 1. Wages. Each job type in NWREL is placed within the wage range of the job group to which it is assigned. Base wages of individual employees will not exceed the range maximum for the group, nor will any employee be paid at a rate less than the range minimum. The wage ranges as of April 1, 2004 are as follows:

NWREL Grade	Range Minimum	Range Maximum
12	\$46,500	\$79,800
11	\$40,300	\$69,100
10	\$35,200	\$60,400
9	\$31,000	\$53,100
8	\$27,200	\$46,600
7	\$23,800	\$40,900
6	\$21,100	\$36,100
5	\$18,700	\$32,000

- A. New Employees. Wages for new employees will be within the range as advertised.
- B. Existing Employees.

Effective December 1, 2007: Employees will receive wage increases calculated under the following formula. Exempt salaried employees who are employed in positions at less than 1.0 FTE will receive wages at a prorated amount equal to their level of employment.

Step 1: All employees hired before 10/01/2007 will receive an increase of 2.9% of their Base Salary. Employees who are at or above the applicable range maximum for their grade will receive an equivalent amount in a lump sum payment and no increase in Base Salary.

Step 2: All Employees who have been in their current grade for at least 12 months as of November 30, 2007 will receive an equity adjustment based on the following schedule:

In current grade less than 3 years:	0.7%
In current grade 3 or more years:	1.2%

Step 3: All employees who have worked at NWREL for at least five full consecutive years as of December 1, 2007 will receive a longevity increase based on the number of consecutive years employed at NWREL. The longevity increase cannot cause an employee to exceed the salary range maximum. Any amount in excess of the range maximum will be given in a lump sum payment.

More than 5 years but less than 6 years:	0.2%
More than 6 years but less than 7 years:	0.3%
More than 7 years:	0.4%

Exempt salaried employees who are employed in positions at less than 1.0 FTE will receive wages at a prorated amount equal to their level of employment.

- C. Promotion. An employee who has applied for a position in a higher job grade and is promoted into that position shall receive a 5% increase over her/his prior wage rate or placement at the 25% penetration level of the new job grade, whichever is greater. Nothing in the language is intended to limit the promoted employee and employer from negotiating a salary within the new range that is greater than the established minimum. The Union expressly waives the right to file a charge of direct dealing if the employer and employee negotiate salary greater than the established minimum.

Section 2. Group Insurance Benefits and Flexible Spending Accounts.

- A. Eligibility Requirements. All regular full time and part-time employees working at least .5 FTE (.75 FTE for Long-Term Disability Benefits) who are consistently scheduled to work shall be eligible to enroll in the group benefits described in this Section. The full text of benefit plans and programs may be obtained from the Human Resources Department.
- B. Coverage. Coverage shall begin on the first day of employment for Regular Employees. Employees who do not enroll in the optional benefits programs at the time of employment and who subsequently wish to enroll or change programs, may do so during the annual open enrollment period, except in the case of the Long-Term Disability program.
- C. Medical Insurance. NWREL shall maintain the level of benefits and the choice of plans currently in effect and shall pay 100 percent of the premium cost for employees. All medical insurance shall include a prescription plan and a vision plan.
- D. Dental Plan. Dental insurance coverage is available to eligible Regular Employees. NWREL shall maintain at least the level of coverage currently in effect. Eligible employees shall pay \$2 for individual coverage, \$4 for individual plus one dependent, and \$6 for individual plus two or more dependents.
- E. Flexible Spending Accounts. During the open enrollment period, all Regular Employees may voluntarily elect to reduce salary prior to tax withholding by the amount of anticipated unreimbursed medical, dental and child/dependent care expenses through NWREL's flexible spending accounts. Employees at their own discretion may withhold the maximum the law allows for medical expenses and dependent expenses. For the 2007 calendar year, NWREL will extend the period in which employees may use amounts committed to their flexible spending account for up to 14 months and 15 days in accordance with IRS regulations and guidelines. NWREL will post IRS regulations and guidelines related to flexible spending accounts on the NWREL intranet. When changes to the IRS regulations regarding flexible spending that are beneficial to NWREL employees occur, the parties agree to meet and confer with the intent of implementing such changes.
- F. Accidental Death Insurance. Eligible Regular Employees, if they elect to do so, may be covered for \$50,000 through accidental death and dismemberment insurance. NWREL shall pay the premium for this basic coverage. Eligible employees may elect and pay for additional coverage in increments of \$5,000 (from a minimum of an additional \$10,000 to a maximum of an additional \$100,000). Through this elective coverage, spouse and dependents also may be insured at the employee's expense.
- G. Term Life Insurance. Group term life insurance coverage is available to eligible Regular Employees. NWREL shall pay the premium for coverage four times the

employee's base wage rate, up to \$100,000. Employees earning in excess of \$25,000 per year who want more than the basic \$100,000 may purchase additional coverage, up to a maximum of an additional \$250,000 at the employee's own expense, payable through monthly payroll deduction. Coverage may be increased as the employee's earnings increase.

- H. Optional Life Insurance. Regular Employees may purchase additional life insurance for themselves and their dependents under an individual policy. This coverage is at the employee's expense, payable through monthly payroll deduction. In the event employment terminates, the policy may be maintained by the employee through direct premium payment by the employee to the insurance company.
- I. Long-Term Disability Insurance. NWREL provides long-term disability insurance after 90 consecutive calendar days of complete absence from work to Regular Employees who work at least .75 FTE and who are unable to work due to illness or injury. Determination of long-term disability eligibility is made by the insurer. NWREL shall pay premium cost to provide a benefit equivalent to 67% of the employee's base wages, up to a maximum of \$3,000/month. Employees may purchase additional disability coverage at their own expense. Employees may purchase group medical and dental benefits, at their own expense, while on long-term disability through the period allowed under COBRA. An employee who is released to return-to-work in the first 12 months of disability may apply for open positions as an internal candidate and shall have his/her seniority reinstated if rehired within 12 consecutive months of his/her last day of active employment.
- J. Workers' Compensation Insurance. All employees are covered by NWREL's Workers' Compensation insurance. Employees and NWREL contribute to this program as provided by applicable state law.
- K. Termination of Coverage. Coverage through NWREL's medical and dental plans normally ends on the last day of the month in which the employee resigns, is terminated, is laid off, or leaves active status for any reason other than family leave. Employees shall be provided with information about continuing health coverage at their own expense (COBRA) upon leaving employment. Other coverage's normally end on the employee's last day of active employment.
- L. Changes in Status. Each employee is responsible to inform the Human Resources Department about any change in status, including address change, that may affect benefit coverage for the employee or his/her spouse or dependent(s). NWREL shall notify all employees in writing about any change in employment status that may affect coverage.

Section 3. Retirement Benefits. NWREL participates in the Teachers Insurance and Annuity Association and College Retirement Equities Fund.

- A. Retirement Plan. Participation by eligible Regular Employees is mandatory. Eligible Regular Employees will have 2% of their gross salary deducted on a monthly basis as their share of the TIAA-CREF premium. The income tax on this amount may be elected to be deferred until benefits are paid from the plan, to the extent permitted by applicable income tax laws and regulations. NWREL adds an additional 13% to the employee's contribution. Employees who leave NWREL may retain participation in the plan through direct contributions to the extent permitted by TIAA-CREF. Employees leaving NWREL within five years of initial membership in the plan who do not enter employment with an employer offering TIAA-CREF coverage may elect a lump sum payment of contribution(s) attributable to the employee's own plan contributions. The portion of the accumulation(s) attributable to NWREL's contributions will be payable as an annuity upon retirement, unless it totals less than \$2,000 in which case the NWREL contribution amounts also will be payable in a lump sum.
- B. Retiree Medical and Life Insurance Benefits. Coverage may be available to retirees under one of NWREL's group medical plans for those who meet the following eligibility conditions:
- The employee has attained age 55 with at least 15 consecutive years of service at NWREL immediately preceding the retirement date; and
 - Eligibility ceases at age 65 or when the retiree becomes entitled to Medicare, whichever comes first; or if the retiree becomes employed by another organization that offers medical insurance for which he/she qualifies, the retiree is no longer eligible to participate in the NWREL plan.

The cost of retiree medical coverage is subject to the following guidelines:

- The monthly premium cost for the retiree's medical benefits shall be shared by NWREL and the retiree, with NWREL contributing the equivalent of 50% of the cost for an employee only under the plan in which the retiree was enrolled on the day of retirement, up to a maximum of \$100 per month. The retiree shall contribute the remainder of the premium. NWREL's share from the day of retirement shall remain constant; the retiree shall pay any increase in cost.
- Dependent coverage under the retiree policy is available (at the retiree's expense) for those dependents covered on the retiree's last day of employment. Dependent coverage terminates on the first day of the month following the date retiree coverage terminates. Dependent children may lose eligibility prior to that date due to attained age.
- The retiree is responsible for determining whether it is in his/her best interest to apply for other coverage instead of the NWREL retiree medical

plan. The retiree medical plan may not be identical to Regular Employee coverage.

- For retirees not continuously insured for 3 consecutive years prior to retirement date, proof of good health satisfactory to the insurer may be required at the retiree's expense.

NWREL shall continue to pay the retiree's term life insurance premium for a basic coverage amount of \$25,000 through age 69.

Section 4. Holidays.

- A. Observed Holidays. The following shall be paid holidays each calendar year for all Regular Employees:

New Year's Day
Martin Luther King Jr. Day
Presidents' Day
Memorial Day
Independence Day
Labor Day
Veterans' Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

When a NWREL-observed holiday falls on a weekend, it will be observed on Friday or Monday, as designated by the Chief Executive Officer.

- B. Holiday Pay Eligibility. All Regular Employees on active status are eligible for holiday pay. Otherwise eligible employees on leave without pay during a NWREL-observed holiday are not eligible for holiday pay.

Section 5. Leaves. Leaves available to eligible employees include both paid and unpaid forms of leave. Each of these leaves is explained in a subsection below.

- A. Annual Leave. Full-time Regular Employees shall earn Annual Leave each calendar year based on Seniority, as follows:

Scheduling

Annual leave shall be scheduled at times when the least interference with the workload would exist. Requests for leave must be made to the director of the activity to which the staff member is assigned. Requests for leave of more than one (1) day must be made in writing. All leaves should be requested sufficiently in advance and scheduled in such a way as to result in a minimum disruption of work.

Accrual

Laboratory policy provides that eligible exempt employees accrue 22 days of annual leave per year. Eligible nonexempt employees accrue annual leave on the following basis:

Year of Employment	Days of Vacation
1	14
2	14
3	16
4	16
5	16
6	18
7	18
8	18
9	20
10	20
11 and thereafter	22

If FTE is less than 1.0 (full time), annual leave will be prorated accordingly. Annual Leave accrual is not applicable during times of non-compensated leave of absence. Annual leave may not be accrued in excess of 33 days as of December 31 of each year for employees working 1.0 FTE for a given year; or the prorate of 33 days for employees working less than 1.0 FTE for a given year, *e.g.* (.8 FTE x 33 = 26.4 days). For employees whose FTE fluctuates during a given year, their FTE will be averaged on October 31 of each year to determine maximum allowable end-of-year accrual. However, the Chief Executive Officer may allow excess days to be carried forward, for a specific period, when it can be documented that use of annual leave, which will be in excess of allowable accrual on December 31, would have interfered with timely completion of quality Laboratory work. Upon termination of employment, the employee will be paid for any annual leave not taken.

Reporting

Annual leave taken shall be reported on the Time Distribution Report. The Accounting Office will maintain a computer record of the leave status of each staff member. The Personnel Office will have a copy of this information and will be able to inform staff members of the amount of their unused accrual.

B. Personal Leave

Personal leave benefits are to be used for personal appointments, alternate days of worship not listed as holidays, illness or family related issues including, but not limited, to parent/teacher conferences or illness of immediate family members, or volunteer work in an educational setting. An employee who is taking personal leave for appointments scheduled in advance shall notify his/her supervisor at

least two work days in advance of the leave. An employee who is taking personal leave for an unscheduled event shall notify his/her supervisor on the first day of the leave or earlier if possible and indicate an estimate of when return to work is expected. In cases of continuous illness and absence for five (5) or more days, the staff member may be requested to submit a physician's statement.

Reporting

Personal leave taken shall be reported on the Time Distribution Report. The Accounting Office will maintain a computer record of the personal leave accrual balance of each staff member. The Personnel Office will have a copy of this information.

Accrual

Personal leave is accrued at the rate of one day per month of active work for all eligible employees. Personal leave accrual is not applicable during times of non-compensated leave of absence. If FTE is less than 1.0 (full-time), personal leave will be prorated accordingly.

Vesting

Personal leave of up to 120 days may be accrued by each eligible employee. If FTE is less than 1.0, the accrual at the end of each calendar year will be the prorate of 120 days. For employees whose FTE fluctuates during a given year, their FTE will be averaged on October 31 of each year to determine maximum allowable end-of-year accrual. Upon termination of employment the staff member will not be paid for leave not taken.

Any eligible employee who is employed for a period of 90 calendar days or more and incurs a deficit in personal time accrual during a pay period will be responsible for clearing that deficit at the end of the next pay period by either transferring the equivalent time from his/her annual leave accrual or having the dollar equivalent deducted from his/her pay.

Following discussion with the immediate supervisor, the employee shall contact the Payroll Office at least five (5) days prior to the next pay period indicating the desired option to avoid automatic transfer of vacation accrual to clear any personal leave deficit.

If an employee has insufficient annual leave accrued, the deficit will be satisfied as a leave without pay. Documentation of such action shall be initiated by the Payroll Office by contact with the appropriate director for completion of a Notice of Personnel Action form to secure appropriate signatures. If termination occurs prior to this action, the monetary equivalent of the remaining deficit in personal leave shall be deducted from the employee's salary.

C. Emergency Leave

Regular Employees may be eligible for emergency leave.

Criteria

Death or unanticipated, sudden serious illness or accident of immediate family (spouse, child, parent, brother or sister) shall constitute just cause for requesting emergency leave up to a maximum of five (5) days per calendar year. Cases involving persons other than members of the immediate family may be considered by the Deputy Executive Officer or Chief Executive Officer.

Approval

Requests for emergency leave shall be made immediately, through the employee's supervisor, to the Deputy Executive Officer or Chief Executive Officer in writing to include, but not limited to, date(s) requested, name, relationship and condition of the person impacted causing the employee to request the leave. Documentation on the Laboratory form by the attending licensed physician may be requested. After approval of leave of a Notice of Personnel Action (P.A.) form shall be completed with appropriate approvals obtained. The P.A. form must be completed prior to the end of the pay period in which the leave is granted.

D. Jury Duty/Subpoena.

- 1) Requests for jury duty leave shall be submitted to the employee's Unit Manager or Program/Department Director, together with a copy of the court notification. The period of leave shall be only for the time of the obligation to be present at court. At times, because of the nature of NWREL's work, an employee may need to request to be excused from Jury Duty. If this happens, the employee's Unit Manager or Program/Department Director shall provide the employee with a letter to the court. During jury duty leave, a Regular Employee may elect to continue to receive his/her normal NWREL base wages, provided the employee turns in the jury duty pay to NWREL. Any employee on jury duty leave shall continue to receive benefits on the same basis as when actively at work, whether or not the employee also receives his/her normal base wage. The employee shall keep any court expense reimbursement.
- 2) Subpoena. If a Regular Employee is subpoenaed by a court or by NWREL in an agency proceeding to appear as a witness, he/she shall receive normal NWREL pay for time required at court during the employee's normal work hours. Any pay received from the court or the party issuing the subpoena shall be turned in to NWREL. The employee shall keep expense reimbursement, if any. If an employee agrees to testify in court without a subpoena or in agency proceedings (other than when subpoenaed by NWREL), NWREL shall allow the employee to take time off without pay or to use available Annual Leave or Personal Leave.

E. Military Leave. NWREL shall grant leave to employees for annual reserve duty and active military service in accordance with applicable law. The employee should provide written notice of need for leave and a copy of his/her military orders, when available, to his/her Unit Manager or Program/Department Director as soon as the employee learns of his/her assignment. Regular Employees may elect to receive their normal NWREL pay for up to two weeks of annual training duty, provided the employee turns in the military duty pay (excluding mileage) to NWREL. Other employees on military leave (annual training duty in excess of two weeks or active duty service) may use accrued Annual Leave or Personal Leave Bank (PLB) during the otherwise unpaid leave (and retain his/her military pay). Employees on military leave are eligible for reinstatement as provided under federal and state laws. Annual Leave and seniority do not accrue during military leave for any period during which the employee does not receive wages or Annual Leave from NWREL. An employee on military leave for annual training duty continues to receive other benefits on the same basis as when the employee is at work. Benefits cease during periods of active duty service on the same basis as if the employee resigned or was terminated or laid off.

F. Family and Medical Leave.

Employees may be eligible for family leave of up to 12 weeks in a 12-month period under Oregon and federal law. Although the provisions of Oregon and federal law differ, NWREL follows an integrated family leave program that complies with both laws. Oregon and federal leave time normally run concurrently. Employees who have been employed for 12 months and have worked at least 1,250 hours during the previous 12-month period may be eligible for leave under the federal Family Medical Leave Act (“FMLA”). Employees who have been employed for at least 180 days and have worked an average of 25 hours per week during that 180 days may be eligible for leave under the Oregon Family Leave Act (“OFLA”). (The 25-hour limit does not apply to leave for birth, adoption or foster placement of a child under age 18.) More specific information about eligibility is available from the Human Resources Department.

Family leave may be used for any of the following purposes:

serious health condition¹ of the employee or of a family member*²;

¹ Serious health conditions include ones that require inpatient care of any duration, a condition that poses an imminent danger of death in the near future, a period of incapacity of at least three days accompanied by continuing treatment by a health care provider or incapacity resulting from a permanent, long-term, or chronic condition requiring continuing treatment or for which treatment is ineffective. Not all medical conditions are serious health conditions. Generally, if it is a routine illness without complications (e.g., cold, flu) that can be treated with nonprescription drugs or bed rest, it is not a serious health condition. An employee who is unsure whether a medical condition qualifies for family leave should contact the Human Resources Department for more information.

an employee's disability due to pregnancy or period of absence for prenatal care;

birth, adoption or foster placement of a child; or

illness or injury of a child necessitating home care, other than a serious health condition, for a minor child or an adult child substantially limited by a physical or mental impairment.

Generally, the maximum amount of leave an employee may use at any one time is determined beginning the first day the employee takes leave each calendar year. If more than one spouse of a married couple employed at NWREL requests family leave at the same time, NWREL may require that the leave be taken at different times depending upon the reason leave is requested and NWREL's business needs.

An employee who wishes to take family leave should contact the Human Resources Department to obtain the appropriate request for leave and medical verification forms. Normally the employee must complete the Request for Family Leave form and return it to the Human Resources Department at least 30 days before the employee wishes to take leave. If the employee knows of the need for leave less than 30 days, but more than 1 day, in advance the request form must be turned in as soon as possible. If it is an emergency (*e.g.*, an unanticipated serious health condition or a child unexpectedly requiring home care), the employee or someone on the employee's behalf must make an oral request within 24 hours of the leave starting and turn in the completed request form within 3 days of returning to work.

For leave for an employee's own serious health condition or that of a family member, the employee must provide a completed Medical Verification form at the time leave is requested where the employee gives at least 30 days' notice or, if impossible to give 30 days' notice, no later than 15 days after the employee knows of the need for leave.

A Medical Verification form must be completed for leave to care for a child requiring home care, other than for a serious health condition, only if the employee takes family leave for this purpose for more than 3 days in the 12-month leave period.

A medical certificate of ability to return to work may be required if the employee has been incapacitated during the leave.

² * For purposes of serious health condition leave, "family member" consists only of a child (biological, step, adopted or foster), spouse, same sex domestic partner, parent, parent-in-law or person acting "in loco parentis" (such as a guardian or another relative caring for a child). For purposes of sick child leave, a "child" is a biological, step, adopted or foster child under the age of 18 or adult child substantially limited by a physical or mental impairment.

All family leaves are unpaid. However, an employee must use any available accrued Annual Leave or PLB during the otherwise unpaid portion of the leave before taking the family leave as unpaid. If the employee has both Annual Leave and PLB time available, the employee may choose which form of paid leave to use first. At the time the family leave is approved, the employee will receive information about what paid leave may be used during the family leave. No Annual Leave will accrue during the any unpaid portion of the family leave. An employee on family leave will continue to receive group medical and dental benefits on the same basis as when he/she was in active status, with NWREL continuing to pay its normal portion of the premiums, up to a maximum of 12 weeks.

At the end of the leave, normally the employee returns to his/her former position. If the former position does not exist for some business reason, the employee may return to an available equivalent position. An "equivalent position" is one with equivalent pay, benefits and hours but not necessarily the same work location or type of responsibilities. An employee's right to return to work also may be affected by any transfer, layoff or termination action that would have occurred for business reasons unrelated to the family leave absence.

G. Union Leave.

NWREL shall grant a leave of absence to an employee for the purposes of performing Union business for a period of up to one year. Only one employee may take Union leave in any one calendar year. No compensation or benefits shall be paid for any period of Union leave, but seniority shall continue to accrue for the first 3 weeks of leave. Union leave may be extended for up to an additional year by mutual agreement between the Union and NWREL.

H. Return from Leaves.

Except as otherwise required by applicable law, continued employment at the end of a leave of absence will depend upon continuation of funding and work availability for the position the employee held at the time his/her leave began and other business factors impacting the employee's former position. If the former position is not available when the employee seeks to return to work, the employee will be laid off in accordance with Article 10, Layoff and Recall, with recall or rehire rights as set forth in that Article.

Section 6. Long-Term Temporary Employee Benefits. Long-term temporary employees are not eligible for benefits except as required by applicable law (*e.g.*, workers' compensation benefits or family leave) or as specifically provided for in this Section 6. Long-term temporary employees working at least .5FTE may elect to enroll in the following group benefits when they become bargaining unit members: group medical and dental insurance, accidental death insurance, group term life and option life insurances. Long-term temporary employees shall pay the full cost of coverage for themselves and any eligible spouse or dependents. Long-term

temporary employees shall be given time off without pay for jury duty, court or agency appearances (with or without a subpoena) and any leaves of absence for which they are eligible.

Section 7. Bus Pass. Employees shall be provided with a yearly TriMet bus/rail pass. Upon termination of employment, this pass shall be turned in to the Human Resources Office. If the pass is lost, it is the responsibility of the employee to replace it.

ARTICLE 26 **NO STRIKE/NO LOCKOUT**

Section 1. During the life of this Agreement, there shall be no lockouts, and there shall be no strikes of any kind including sympathy strikes, unfair labor practice strikes, politically motivated strikes, corporate campaigns, work stoppages and slowdowns, picketing, boycotts, political pressure, deliberate withholding of production, interference with or suspension of work, or any interference with work at any of NWREL's operations or locations.

Section 2. The Union shall not authorize, call, encourage, or assist the conduct prohibited above during the life of this Agreement. Upon notification by NWREL, the Union shall notify employees engaging in prohibited conduct that they are violating this article and advise them to immediately cease the conduct. Such notification by the Union shall not constitute an admission that it has caused or counseled such activity. The parties recognize the right of NWREL to take appropriate disciplinary action up to and including termination against any employee who participates in a violation of this Section.

ARTICLE 27 **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 NWREL and the Union.

Section 2. Other Agreements with Employees. NWREL shall make no agreement with an employee covered by this agreement that conflicts with the terms and conditions of this agreement unless agreed to by NWREL, the employee, and the Union.

Section 3. Contracting Out. NWREL shall have the right to contract out work, provided, however, that NWREL shall not contract out such work for arbitrary and/or capricious reasons.

Section 4. Transportation of Individuals. Employees shall not be required to transport clients, funders, or co-workers in their personal vehicles.

Section 5. Manner of Acting. NWREL will implement all policies and procedures related to the use of NWREL facilities and equipment with equity and consideration of its mission and goals, including the goal of fostering a diverse, well-trained and productive workforce. Employees will be granted reasonable access to and use of NWREL facilities and equipment for NWREL business.

ARTICLE 28
SAVINGS CLAUSE

Section 1. Limitation of Negotiation. All matters not covered in this Agreement shall be deemed to have been raised and disposed of as if covered in this Agreement.

Section 2. Savings Clause. Should any provision(s) of the Agreement be held unlawful or unenforceable by a court of competent jurisdiction, that decision shall apply only to the provision(s) specified by the court as unlawful or unenforceable. The remaining provisions shall remain in full force and effect.

ARTICLE 29
DURATION AND TERMINATION

Section 1. Effective Date and Duration. This Agreement shall be effective as of the date of ratification, December 17, 2007, and shall remain in full force and effect from December 17, 2007 to November 30, 2009 and from year to year after that unless either party serves written notice on the other to alter, modify, amend, or terminate the Agreement, at least thirty (30) days prior to the anniversary of the Agreement.

Either party may request to reopen negotiations on Article 25, "Compensation," Sections 1 and 2, from September 1 through September 30, 2008. The parties waive the right to reopen Article 25 if neither party requests to reopen Article 25 by September 30, 2008. Any changes to Article 25 agreed upon by the parties shall be effective no sooner than December 1, 2008.

Section 2. Successorship. NWREL agrees to abide by the requirements of federal labor law, if any, in the sale of the business assets or the conveyance of the business to another entity.

APPENDIX A
DEFINITIONS

As used in this Agreement, unless specified otherwise, the following definitions apply:

1. Days – Monday through Friday.
2. Employee – refers to both full-time and part-time, hourly and salaried members of the bargaining unit.
3. Exempt employee – is an employee who is exempt from overtime under the Fair Labor Standards Act.
4. Full-Time Hourly Employee – is an employee who is regularly scheduled to work thirty seven and one-half (37.5) hours a week and is paid by the hour.
5. Full-Time Salaried Employee – is an employee who is regularly scheduled to work forty (40) hours a week and is paid a salary.
6. Immediate Family – for the purposes of leaves this term includes parents, children, spouses, domestic partners, grandparents, grandparents-in-law, siblings, mother-in-law, father-in-law, or other members of the employee’s household.
7. Non-Exempt Employee – is an employee that is not exempt from the overtime requirements of the Fair Labor Standards Act.
8. NWREL Seniority - an employee’s service for NWREL since their most recent date of hire or rehire as a bargaining unit employee, subject to any break in service provisions specifically stated in this Agreement.
9. Overtime – for non-exempt employees is time worked in excess of forty (40) hours in a week.
10. Part-Time Hourly Employee – is an employee who is regularly and consistently scheduled to work less than thirty seven and one-half (37.5) hours in a week and is paid hourly.
11. Part-Time Salaried Employee – is an employee who is regularly and consistently scheduled to work less than forty (40) hours in a week and is paid a salary.
12. Program Seniority – is an employee’s service for NWREL within a particular program since his or her most recent date of hire or rehire as a bargaining unit employee in the program, subject to any break in service provisions specifically stated in this Agreement.
13. Regular Employee – is an employee who is hired through the formal hiring process to work .5 FTE or more.
14. Staff member - Any person, in or out of the bargaining unit, who is employed by NWREL.
15. Trial Service Period Employee – is an employee that has not completed the Trial Service Period, under Article 11.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of _____, 2008.

NORTHWEST REGIONAL
EDUCATIONAL LABORATORIES

SEIU LOCAL 503, OPEU

Dr. Carol Thomas
Or Designated Representative

Leslie Frane, Executive Director

Amy Cannata, Bargaining Team

Maureen Carr, Bargaining Team

Bethany Dusablon, Bargaining Team

Michael Garringer, Bargaining Team

Siobhan Martin, Spokesperson

Heather Blankenheim, Spokesperson

Letter of Agreement
Salary Study

The Hay Group will complete a salary study by 8/31/08. The Hay Group will provide a description of their methodology to employees prior to beginning the study. Findings from the study will be shared with NWREL employees.

SEIU Local 503, OPEU

NWREL

Leslie Frane, Executive Director

Dr. Carol Thomas, CEO

Date: _____

Date: _____

Letter of Agreement
Health Insurance Committee

There will be an ad-hoc committee formed to explore health insurance options. This committee will include four (4) union members. The committee, in conjunction with Human Resources, shall solicit information from employees at NWREL about different plan designs. Findings will be shared with NWREL employees. The committee may request Human Resources to request bids based on the information collected from employees.

SEIU Local 503, OPEU

NWREL

Leslie Frane, Executive Director

Dr. Carol Thomas, CEO

Date: _____

Date: _____