

PREAMBLE

This Agreement is made and shall be considered effective as of the 1st day of July, 2008 by and between Rosemont Treatment Center & School, a program of Morrison Child & Family Services, 9911 S.W. Mt. Scott Blvd., Portland, Oregon, 97266 (hereinafter called the “Employer” or “Rosemont”) and SEIU Local 503, Oregon Public Employees Union with its offices at 1730 Commercial St., S.E., Salem, OR 97309 (hereinafter referred to as the “Union”), acting herein on behalf of the Employees of said Employer as hereinafter defined, now employed and hereinafter to be employed and collectively designated as the “Employees”.

WITNESSETH:

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

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

ARTICLE 1 — UNION RECOGNITION

Section 1. The Employer recognizes the Union as the exclusive collective bargaining agent, as certified in the National Labor Relations Board in Case No. 36-RC-6395 employed at the Employer’s Portland, Oregon facility; and more particularly described as follows:

All regular full-time, part-time and on-call employees employed in the classifications of residential skills specialists, assistant unit supervisors, kitchen employees including prep cooks, cooks and receptionists, housekeepers, medical driver, maintenance and clinical support personnel employed at the Rosemont Treatment Center and School’s facility located at 9911 S.E. Mt. Scott Blvd., Portland, Oregon; but excluding all unit and kitchen supervisors, therapists, psychiatrists, admissions coordinator, administrative coordinator, program analyst, staff development/transitions services specialist, program director, clinical manager, nurses, guards, and supervisors as defined in the National Labor Relations Act and all other employees.

Section 2. Nothing in this Agreement shall limit the right of the Employer to promote employees from the bargaining unit provided such employee agrees to accept the promotion. In the event any employee in the bargaining unit is promoted to a position outside the bargaining unit, the employee will retain and accumulate seniority for a period

of one hundred eighty (180) continuous calendar days. An employee remaining outside the unit beyond such period after promotion will retain all seniority rights to the date of promotion, but will accrue no further seniority.

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

Section 4. When the employer hires a new employee, it shall advise that employee in writing that there is an agreement with the Union. This notice shall quote the union security and check-off provisions of this agreement.

ARTICLE 2 — NO DISCRIMINATION

Section 1. Neither the Employer nor the Union shall discriminate against any employee in the bargaining unit on account of race, color, creed, national origin, political belief, sexual orientation, marital status, disability status, veteran status, age, union activity, gender identity or presentation or any other category protected by state or federal law.

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

ARTICLE 3 — UNION SECURITY AND CHECK OFF

Section 1. Membership Requirements. It shall be a condition of employment that all employees covered by this Agreement shall, on the thirtieth (30th) calendar day following the execution of this Agreement or, if hired on or after the Agreement's effective date, on the thirtieth (30th) calendar day following the beginning of such employment, become and remain members in good standing of the Union or tender to the Union the initiation fees and periodic dues that are the obligations of members.

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

Section 2. Check Off. Upon voluntary signed authorization by an employee, the Employer agrees to deduct the Union dues and remit same to the office of the Union not later than the twentieth (20th) day of the month following the month in which the dues

were deducted.

Section 3. Remittance of Payment. Along with the dues, the Employer will furnish the Union electronically each month with a list of employees for whom dues were deducted, the amount of dues deducted, facility where the employee works, home address, home phone number, job classification, base pay rate, hire date, and social security or employer ID number.

The Employer will also furnish the Union each month with a list of newly-hired employees, employees on leaves of absence, and newly-terminated employees. For new hires, the list shall include each employee's name, hire date, home address, home phone number, facility where she or he works, job classification, base pay rate, and social security or employer ID number. This information shall be furnished electronically, if possible.

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

Section 5. CAPE. The Employer will deduct voluntary political action dues each month from employees who submit voluntary political action dues check-off authorization forms (also called CAPE check-off). Voluntary political action dues will be forwarded to the Union office not later than the twentieth (20th) day of the month following the month in which the dues were deducted, along with an electronic list of employees for whom political action dues were deducted and the amount of dues deducted from each employee.

ARTICLE 4 — MANAGEMENT RIGHTS

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

service, to determine the number, location, and operation of departments, divisions, and all other units of Rosemont to issue, amend, and revise policies, rules, regulations, and practices; and to take whatever action is either necessary or advisable to determine, manage, and fulfill the mission of Rosemont and to direct Rosemont employees.

Rosemont's failure to exercise any right, prerogative, or function hereby reserved to it, or Rosemont's exercise of any right, prerogative, or function in a particular way, shall not be considered a waiver of Rosemont's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

ARTICLE 5 — NO STRIKE CLAUSE

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

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

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

ARTICLE 6 — UNION RIGHTS AND RESPONSIBILITIES

Section 1. The Employer will provide and install one (1) Bulletin Board in the Staff Lounge, and a three (3) ring binder in the kitchen, Peers Staff Office, Spring Staff Office, Maintenance Office and at the reception desk, which shall be used exclusively for the purpose of Union communications and the Employer's notices of job vacancies. The parties agree to meet regarding new binders for newly created or reorganized worksites. The parties agree to refer to the Labor Management Committee any disagreement over placement of three (3) ring binders. Union communications such as meeting notices, Union newsletters and flyers, Notice of Elections, and Labor/Social Justice Events will be posted by Union Representative(s) or Union designees. Postings shall conform to standards of good taste, civility and propriety and will not be accessible to agency clients and their families or other non-employees.

Section 2. Union Representative(s), Stewards, and Local Officers will have reasonable access to the Employer's facility, with twenty-four (24) hours prior notice to the Employer's Campus Director or designee, or such other notice as is reasonably possible, for the purpose of administering the Agreement. Meetings conducted by Union

Representative(s), Stewards, and Local Officers will be held in the front Conference Rooms and Union Representative(s), Stewards, and Local Officers will not meet and/or confer with any bargaining unit employee while such employee is on working time; provided breaks and meal periods are not considered working time.

Section 3. The Union may be represented by Stewards and Local Officers for the purpose of receiving, investigating, and filing grievances; resolving issues at work, orienting new members, and representing workers in disciplinary procedures and grievance meetings. The Union agrees to furnish the Employer with a written list of Stewards and Local Union Officers so designated with any change in the list, which may be made from time to time. There shall be three (3) Union stewards with the understanding that Union officers may function as additional stewards.

Section 4. Union Stewards and Local Officers, when acting as stewards will be free to conduct their duties with the understanding that such duties will not interfere with the normal operations or conduct of business at Rosemont. Stewards and Local Officers will be paid when they perform their duties during their working hours with the permission of the supervisor. In no event shall stewards be paid to conduct their duties for more than one (1) hour in their work week except with the Employer's agreement.

Section 5. A Union officer (who is a Rosemont employee) or shop steward shall be given up to one (1) hour during the New Employee Orientation program, occurring no more than once a month, for new employees to make a presentation to those employees hired into classifications within the bargaining unit whether a formal meeting is held or not.

Section 6. Union members may receive phone calls of short duration and messages from Union Representative(s). Union members may use the e-mail system for Union communications on non-work time, including paid break time.

Section 7. An employee will be permitted to examine and receive copies of all materials in her/his personnel file within ninety six (96) hours of making a request, excluding Saturdays, Sundays, and holidays. Pre-hire letters of reference are not covered by this obligation.

Section 8. No disciplinary materials shall be placed in an employee's file unless the employee has been offered an opportunity to sign it and receive a copy. An employee has the right to attach her/his own views to any disciplinary record in her/his own file.

Section 9. The designated Union stewards and Local Officers may be granted up to four (4) work days off without pay each year of the contract for the purposes of attending Union educational programs. Requests shall be made in writing to the employee's immediate supervisor at least thirty (30) calendar days in advance, or as much notice as possible, if coverage can be provided.

Section 10. With one (1) week's advance notice by employee, the Employer may grant leave for Union business subject to operational needs. Such leave may not be

unreasonably denied. Such leave will be unpaid. An employee may utilize vacation consistent with Article 23 of this agreement.

ARTICLE 7 — TRIAL SERVICE PERIOD

Section 1. Newly-hired employees shall serve a trial service period of 480 straight-time hours of actual work. This period may be extended by mutual agreement of the Union and Employer. No seniority or other fringe benefits except paid holidays and sick leave shall accrue during the trial service period. Any employee successfully completing the trial service period shall be retroactively credited with seniority, sick leave days, and vacation days earned during said period.

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

Section 3. The Employer will establish an orientation program of at least eighty (80) hours for Direct Care employees and forty (40) hours for all other employees, depending upon the employee's background and experience.

ARTICLE 8 — HEALTH AND SAFETY AND SANITATION

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

Section 2. The Employer, in accordance with Federal and State laws regarding clients' confidentiality, will advise employees, who are in direct contact with clients, on a need-to-know basis, of any clients with an infectious disease. This, however, does not preclude the employees from using "Universal Precautions" at all times.

Section 3. Employees will be made aware of and follow the Infectious Disease Policy/HIV and AIDS Policy. The infectious disease control program will include maintaining facilities, active, ongoing training regarding health and safety and will provide for appropriate safety equipment for minimizing the spread of infections.

Section 4. The Employer and the Union will make every reasonable effort to maintain staffing levels which do not compromise the adequate therapeutic care of residents.

Section 5. When deemed medically necessary, the Employer will provide temporary transfers to pregnant employees and to employees suffering from a work-related injury, upon written request, to available vacant jobs that pose less physical harm

from clients with documented histories of causing physical harm to employees.

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

Section 7. The Employer will maintain staffing levels which adhere to contractual agreements with other entities. The Employer will make strong and reasonable efforts that there will be no less than three (3) scheduled direct care employees for each dorm for all shifts, unless dorm client population falls below fifteen (15) on a dorm. In circumstances where the Employer is unable to schedule three (3) employees, the Union will be notified in writing within thirty (30) days with an explanation of the circumstances.

Section 8. In case of an emergency, or to prevent a crisis from developing, the on-duty person in charge, in consultation with the On-Call Social Service Manager, may call in additional staff if deemed necessary for the health and safety of the operations. No request shall be unreasonably denied.

Section 9. When staff members believe there is imminent risk for injury, and feel the crisis is beyond the scope of their training and abilities, they will consult with the supervisor on duty or the on-call Social Service Manager regarding appropriate interventions, including whether police may be called. The police may be called without the supervisors' approval when the delay in seeking the consultation is likely to result in injury to staff or clients. The police may be called to respond to criminal offenses toward staff.

Section 10. Through the Rosemont Safety Committee, the Employer and the Union agree to review on-the-job injuries and to jointly develop health and safety programs in an effort to reduce the incidents of on-the-job injuries. The Employer and the Union agree to discuss and review risk factors, injuries, illnesses, and healthy and nutritious food options, and to jointly develop health, safety, and sanitation programs to reduce the risk and incidents of illness and injury at work. Such Rosemont Safety Committee meetings will be scheduled to assure at least one unit supervisor is present at such meetings where on-the-job injuries are discussed.

If the Rosemont Safety Committee meets during an employee's work time, such employee shall be paid for meeting time as part of employee's regular working schedule. If the meetings occur during the day shift, one (1) member of the Safety Committee from the night shift will be paid at the employee's regular rate for the scheduled period of the Rosemont Safety Committee meeting.

ARTICLE 9 — HOURS OF WORK/OVERTIME/PAYDAY

Section 1. Payday will be every other Friday, however, the Employer may change to a twice monthly payroll with thirty (30) calendar days notice to the Union. In the event of such change, there will be no more than sixteen (16) calendar days between paychecks.

Section 2. Scheduled overtime must have approval from the employee's supervisor. If a Unit Supervisor or an on-call Social Services Manager or designee deems that there is an unsafe situation on dorm, they may authorize overtime to staff. In unforeseen circumstances, staff may be approved overtime to complete paperwork.

Section 3. Overtime hours are any hours worked in excess of the forty (40) hours in a work week from 12.01 a.m. on Sunday and ending at midnight on Saturday. One and one-half regular straight-time pay will be paid for all hours worked that exceed forty (40) hours during the employee's work week.

Section 4. The Employer will bring all proposed restructuring of program changes to the Labor Management Committee before implementing the new schedule(s), except in the case of emergencies.

Section 5. With the exception of maintenance, employees who are called in to work on a day they are not scheduled to work shall be guaranteed two (2) hours of pay at their regular rate. Employees not able to work shall call in as soon as possible, but not less than one (1) hour before the start of their schedule, unless an emergency prevents them from doing so. Maintenance will receive a fifteen (15) dollar stipend for weekend days as compensation for being on-call. This will be in addition to any hours worked.

Section 6. The employer will post a monthly schedule seven (7) days before the first of the month. Employees will be allowed to trade days off if they have permission from their supervisor or designee, and such exchange does not require the Employer to pay overtime or any other premium pay which would otherwise not apply if the schedule had not been changed. Trading days and requests for days off will not be unreasonably denied except as noted above. The changing of an individual's schedule will be upon mutual agreement of the employee and the supervisor. Nothing in this section is intended to restrict the supervisor's or designee's authority to schedule.

Section 7. The Employer will provide a paid rest period of fifteen (15) minutes for every segment of four (4) hours (or major segment of four (4) hours) worked by an employee in one (1) work period. This time must be in addition to and separate from time allowed for meals. Insofar as feasible, the break should be taken approximately midway in the segment of work. An employee or employees who are experiencing job related stress, after escalated situations, may, with Supervisor or AUS permission, take a fifteen (15) minute break if coverage is available.

Section 8. The Employer or designee will make coverage calls to call out qualified employees (qualified as reasonably determined by the Employer) with the supervisor's approval by using the following procedure:

- (a) First – Employees who are scheduled for less than forty (40) hours that week.
- (b) Second – Regular employees who are scheduled for forty (40) hours or more.

(c) Third – AUS

With each category, all these called will be made in order of seniority.

However, steps of this procedure may be skipped in the interest of safety and therapeutic quality as determined by supervisors. In cases where calls are not made in order of seniority or where this procedure is not followed, the Employer shall provide the Union on a quarterly basis reports with the date, unit and reason. This does not preclude supervisors or managers providing coverage until a replacement is available, if one is called.

ARTICLE 10 — EMPLOYEE CLASSIFICATION

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

a) Regular Employees: Employees who are scheduled to work thirty (30) or more hours per week on a regular basis, whether paid on an hourly or salaried basis, will be classified regular. Regular employees are eligible for all fringe benefits provided in the Agreement.

b) Part-Time Benefited Employees: Employees who are scheduled to work at least 20 and less than 30 hours per week on a regular basis will be classified as part-time benefited employees. Part-time benefited employees are eligible for fringe benefits on a pro-rated basis as provided in the Agreement, except holidays.

c) Part-Time Non-Benefited Employees: Employees who are scheduled to work less than 20 hours per week on a regular basis will be classified as part-time non-benefited employees. Part-time non-benefited employees are not eligible for fringe benefits.

d) On-Call Employees: Employees hired on an “as needed” basis for relief coverage and used primarily for treatment counselors and for food service will be classified as on call. On-call employees are not eligible for fringe benefits as provided in the Agreement, except for holiday premium pay.

e) Temporary Employees Employees told at the time of hire their employment will be limited by certain conditions such as a specified date of termination, specified budget, or completion of an assigned work project, will be classified as temporary and will be covered by this Agreement after ninety (90) days of work. Temporary employees are not eligible for fringe benefits provided in the Agreement, except for holiday premium pay.

Section 2. No Change in Classification. The Employer shall have no obligation to

revise an employee's classification (category) when an employee temporarily works additional hours.

ARTICLE 11 — JOINT LABOR-MANAGEMENT WORK

Section 1. Rosemont and the Union agree to create a Joint Labor-Management Committee which will be charged with the responsibility of working toward mutually beneficial solutions to current workplace issues and for effective, timely, two-way communication and respectful working relationships. The Committee's primary goal is to address operational concerns and develop suggestions which would be expected to lead to better care of clients, career opportunities for bargaining unit employees, and for better operation of the Center. It will be the goal of the committee to reach a consensus on recommendations for action which will be submitted to the management team. Cultural diversity training and healthy food options will be a topic of discussion at LMC. Report on the status of these recommendations will be provided in writing or orally at the next committee meeting.

Section 2. Upon ratification of the Collective Bargaining Agreement by both the Employer and the Union, the Labor-Management Committee shall convene once per month through September 2008 in order to establish the agenda, process, topics and relevant assignments for work of the Committee. Thereafter, the Committee shall meet on a bi-monthly basis, or more frequently, depending on mutually agreed need. All Committee meetings will be subject to agenda limitations and shall require all agenda items to be presented in writing to all Committee members no less than seven (7) calendar days prior to the scheduled meeting. No Committee meeting shall adjourn without establishing the next meeting date.

Section 3. The parties to this Agreement agree to designate Committee Co-Chairpersons, one from the Union (to be selected by the Union) and one from management (to be selected by management). The Committee will consist of two (2) additional appointees for the Union and the Employer, two (2) selected by the Union, and two (2) selected by management. Committee appointments shall be communicated in writing to the respective chair persons. In addition, with mutual agreement of the Union and the Employer, a representative from the Union and/or a representative from Morrison may also attend an LMC meeting.

Section 4. The Labor-Management Committee shall have no authority to change any of the provisions of this Agreement. The Committee shall have the authority to submit suggested Memoranda of Agreement for approval and implementation by the Union and the Employer. This Committee process is not intended to prevent timely management decisions.

Section 5. The Labor-Management Committee shall provide mutually agreed joint communications to the Bargaining Unit and to management regarding the work activities of the Committee. Such agreement does not preclude either the Union or the Employer from making comments regarding those joint communications.

Section 6. The Labor-Management Committee shall meet during the day shift. The three (3) employee representatives for the union will be paid their regular rate of pay for up to one (1) hour for a Labor-Management Committee meeting.

Section 7. The Employer and Union will develop a joint legislative agenda to advocate for quality care and a good work environment. Employees may be granted paid leave to participate in legislative advocacy work if agreed to by the Employer and Union. Employees may be granted unpaid leave to conduct advocacy work, including but not limited to attending hearings, lobby visits and town hall forums.

ARTICLE 12 — MANDATORY MEETING AND TRAINING

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

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

Section 3. Employees will be sufficiently trained and the Employer shall take reasonable steps to provide the following trainings before the date indicated. All trainings shall be facilitated by the Employer or an appropriate designee from outside the bargaining unit:

By end of first day:

Initial site-specific rules and protocols

By end of two-week training/orientation period:

Blood Borne Pathogens, HIV/AIDS

HIPAA

Ethics and Boundaries

Emergency Procedures

BRS Billing and Progress Notes

Intro to Driver Training, if applicable

By end of three months employment:

CPR and First Aid

CPI Training

Clinical Incident Documentation

A&D Group Observations and Training

By end of six months employment

PIC Training

Med Training

Driver Training completed

Yearly
Cultural Diversity Training

In addition to the above referenced trainings, employees will be given periodic refresher courses in CPI. Additional cultural diversity trainings will be discussed in Labor Management meetings.

ARTICLE 13 — SENIORITY

Section 1. Definition: An employee's seniority shall be defined as the length of time the employee has been employed in any bargaining unit classification at the facility.

Section 2. Accrual.

1. An accrual of bargaining unit seniority begins upon an employee's successful completion of the probationary period, and is retroactive to the employee's date of hire.
2. An employee shall continue to accrue seniority during any leave of absence; during any period of absence caused by a work-related disability; and during any period of layoff, until the expiration of the employee's recall rights.
3. An employee's seniority shall be lost in the event of his/her:
 - a) voluntary resignation or retirement;
 - b) discharge for just cause;
 - c) failure to return to work upon expiration of an authorized leave of absence.

Section 3. Layoff. No layoff or reduction of staff shall be implemented without:

1. Notifying the Union thirty (30) days in advance, or with as much notice as possible. Such notice shall indicate the job classifications, number of hours, and employees who will be affected by the reduction of staff.
2. The union may request a meeting for the purpose of avoiding or mitigating said layoff and discussion of the procedures to be followed.
3. Employees in the classification affected who volunteer will be accommodated first for layoff. Probationary employees within the classification where the reduction will occur will be laid off next. Non-probationary employees within the affected classification shall be laid off last, in reverse order of their seniority.

Section 4. Bumping.

1. An employee whose hours are being cut or who is being laid off may fill any vacant position for which they are qualified or may displace a less senior employee in any job classification provided that he or she has the qualifications to do the job.
2. An employee who is displaced in a layoff shall also have bumping rights.
3. A laid off employee may combine the part-time jobs of two less senior employees in the same classification, provided there is no conflict in schedule.

Section 5. Recall

1. Whenever a vacancy occurs while employees are on layoff, laid off employees who are qualified to fill the vacancy shall be recalled in order of seniority.
2. Recall rights shall last for two (2) years.

ARTICLE 14 — JOB VACANCY

Section 1. The Employer will post on the Union bulletin boards, as provided in Article 6, Section 1, for a period of seven (7) calendar days, all newly created jobs or job vacancies within the bargaining unit. Job postings shall specify the minimum acceptable qualifications, classification, shift, rate of pay, closing date, full or part-time status and anticipated schedule. The successful job applicant will be notified within seven (7) calendar days after the hiring decision has been made.

Section 2. All qualified employees covered by this Agreement who are eligible to apply may do so by completing the Job Application Form and submitting it to the Human Resources Manager or designee before the closing date stated on the job announcement, a copy of which will be provided to the applicant.

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

Section 4. Seniority and availability will be the determining factors in filling of job vacancies within job classifications. The employer will consider seniority, along with the following to fill job vacancies outside an employee's classification: educational background and/or previous work experience, availability and demonstrated skills.

Section 5. For positions in which leadership is a qualification, management shall have discretion to assess an applicant's leadership abilities.

ARTICLE 15 — UNPAID LEAVE

Employees who have completed their probationary period shall be eligible for unpaid leaves in accordance with the following:

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

In the case of work-related educational leave, an employee may make a request to temporarily reduce or alter his or her work hours in order to accommodate his or her school schedule, and such educational leave requests shall not be unreasonably denied.

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

Section 3. Military Leave. Leaves of absence for the performance of duty with the US Armed Forces or with a reserve component shall be granted in accordance with applicable law.

Section 4. Union Leave. A leave of absence for a period not to exceed two (2) years will be granted to employees in order to accept a full-time position with the union. A leave of absence for a period not to exceed one (1) year will be granted to employees in order to accept a temporary position with the Union. No more than two employees may be on Union leave at any one time. Employees will give reasonable notice to the Employer of the start and end dates of temporary or full-time positions with the Union. An employee returning from temporary leave shall return to their position if the leave was less than six (6) months. If such leave is longer than six (6) months the employee shall be eligible to return to vacancy for which he or she is qualified.

ARTICLE 16 — DISCIPLINE AND DISCHARGE

Section 1. The Employer shall have the right to discharge, suspend or discipline any employee for just cause.

Section 2. If a supervisor has just cause to discipline an employee, she/he shall impose such discipline in a timely manner and not more than seven (7) days from discovery and completion of a timely investigation of the incident. If any conversation may lead to disciplinary action, the employee shall be informed of such and shall be given the opportunity to have union representation during such conversation. The supervisor may also elect to have a witness present during the conversation.

Section 3. The Employer will apply the principles of progressive discipline.

Section 4. The Employer will notify the Union in writing of any discharge or suspension within forty-eight (48) hours (exclusive of Saturdays, Sundays, and holidays) from the time of discharge or suspension.

Section 5. Grievances about suspensions and discharges will start at Step 2 of the grievance process.

Section 6. A record of disciplinary action shall be removed from an employee's personnel file twelve (12) months after it was issued, except that if an employee receives a related discipline during the twelve month period, the original discipline will remain in his or her file until twelve months have elapsed during which the employee received no related discipline. Infractions of work rules that are corrected to the mutual satisfaction of the Employer and employee will have a letter of resolve from the employee's supervisor attached to the infraction.

ARTICLE 17 — GRIEVANCE AND ARBITRATION

Section 1. A grievance shall be defined as a dispute or complaint arising about the interpretation, application, performance, termination, or any alleged breach of this Agreement and shall be processed in the following manner:

STEP 1. The grievance must be reduced to writing and describe the events which led to the grievance, the specific provision(s) of the contract alleged to have been violated and the relief requested. The grievant(s) and the Union steward will meet with the immediate supervisor within twenty-one (21) calendar days of the occurrence (thirty (30) days for grievances filed by or on behalf of relief employees). If the grievance is not reduced to writing and submitted within twenty-one (21) calendar days of the occurrence (thirty (30) days for grievances filed by or on behalf of relief employees), then the grievance shall be deemed to have been waived as untimely. The supervisor will meet with the Union within seven (7) calendar days of written submission. The supervisor will provide an answer in writing within seven (7) calendar days following such meeting. If the grievance is not settled, then the Union can appeal the grievance to the next step

within seven (7) calendar days of the supervisor's written answer.

STEP 2. If the grievance is not settled in Step 1, the Union may, within seven (7) calendar days after the answer in Step 1, move the grievance in writing to Step 2. A grievance shall be presented in this step at a grievance meeting to the program manager or her/his designee and she/he shall render a decision in writing within seven (7) calendar days after the filing of the grievance in this step. Grievance about suspensions or discharges, or grievances that affect a group of employees, will begin at Step 2 of the grievance process.

STEP 3. If the grievance is not settled in Step 2, the grievance may, within seven (7) calendar days after the answer in Step 2, be moved in writing to Step 3. The grievance shall be presented in this step at a grievance meeting to Morrison's COO's designee and she or he shall respond in writing within seven (7) calendar days after the filing of the grievance in this step.

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

Section 2. If the Employer fails to answer the grievance within the time limits mentioned above, the grievance will automatically advance to the next step. If the Union or the grievant fails to advance the grievance within the time limits mentioned above, the grievance shall be considered withdrawn. Failure to advance the matter to an arbitration hearing within three (3) months of Rosemont's answer at Step 3 shall result in automatic withdrawal of the grievance.

Section 3. All references to number of days, unless otherwise indicated, are calendar days. Time limits may be extended by mutual agreement.

ARTICLE 18 — GENERAL PAST PRACTICE

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

- (1) Employees will be provided prepared meals while on duty.
- (2) CDAC reimbursements/practices will continue.

- (3) Employee Assistance Plan will be provided.
- (4) Employees may donate earned time off.

ARTICLE 19 — TEMPORARY EMPLOYEES AND CONTRACTING OUT

Section 1. Temporary employees may be hired for special projects, to replace employees on vacation or leave of absence, and as provided in Section 5 herein.

Section 2. Temporary employees may be hired for up to three (3) months. If a temporary employee is hired to replace an employee on leave of absence, the three (3) month period may be extended for the length of the approved leave of absence. However, after the initial three (3) months, temporary employees shall be covered by this agreement and shall accrue seniority from their dates of hire.

Section 3. Temporary positions for special projects shall be posted in accordance with the job posting provisions of this agreement. Qualified permanent employees shall have an opportunity to bid on such temporary positions before they are offered to new hires. Seniority shall govern if more than one qualified permanent employee bids on a temporary position.

If a permanent employee is offered the opportunity to fill a temporary position, he or she may return to his or her permanent position when the temporary position ends in those situations where staffing configurations will allow this. Prior to accepting the temporary position, the employee will be informed in writing of whether return to the permanent position can be assured.

Section 4. The employer will not contract out bargaining unit work during the term of this agreement, except under the limited circumstances described below.

Section 5. In the event of a staffing shortage due to causes beyond the Employer's control, including but not limited to emergencies or an inability to recruit or hire sufficient numbers of staff, then the Employer shall have the right to enter into contractual arrangements with outside companies, employment agencies or entities or individuals for temporary staffing. Under these circumstances the Employer shall not be precluded from paying wages and benefits to temporary staff that are higher than the existing rates and benefits, and shall provide to the Union monthly, a list of the names, job functions, wages, and benefits of the temporary Rosemont employees who are employed more than thirty (30) calendar days.

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

ARTICLE 20 — DRUG TESTING

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

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

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

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

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

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

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

The Employer shall select a SAMHSA or CAP (College of American Pathologists) certified facility for base testing and confirmation testing at the Employer's expense. The facility for confirmation testing must meet all standards for laboratory performance, and they must employ certified Medical Technologists and Technicians. The Union will be provided with the testing facility's names, addresses, and credentials. All samples which test positive will be confirmed using a superior or equally reliable test if such confirming test is reasonably available. A positive alcohol test is one in which the results indicate a level of .04 or higher.

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

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

The Employer may search, without the employee's consent, all areas owned or controlled by the Employer. All vehicles, equipment, offices, desks, and lockers owned or controlled by the Employer are subject to search when the administrator or designee has determined that there is reasonable suspicion to believe that controlled substances may be found. Such searches may not be random, and must be conducted by two (2) supervisors. The affected employee is entitled to have a witness present at the time of the search, and that person's elected Union officer(s) shall be notified prior to the search being conducted. The administrator or supervisors shall not physically search employees or their personal

property, and shall notify the appropriate Police Department when they have found reasonable grounds to believe that an employee may have a controlled substance in his/her possession or in an area controlled by the Center. The employee agrees not to remove personal property that is subject to search and in doing so, such removal may be cause for discipline up to and including termination.

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

ARTICLE 21 — SICK LEAVE

Section 1. Employees in regular, full-time or part-time benefited positions who are scheduled at least 20 hours a week will accrue eight (8) hours paid sick leave days per month (or prorated, based on hours worked, as applicable). Eligible employees will begin accumulating sick leave on the first full pay period worked following the date of hire. Sick leave hours will be added to employee accounts on a biweekly basis and are available as accrued. Employees may use accrued sick for illness, injury, mental health, or medical/dental appointments, for themselves or their immediate family (spouse, children, grandchildren, parents, grandparents, parents-in-law, or domestic partner).

Section 2. Employees will call their immediate supervisor as soon as they become aware of their need to use sick leave, but not less than one hour prior to the beginning of the shift, unless an emergency prevents them from doing so. Employees will provide a doctor's certificate upon request after their third consecutive day of illness or injury.

Section 3. Employees may accumulate one thousand forty hours (1040) of sick leave or the part-time equivalent base on FTE percentage.

Section 4. Sick leave is not paid out at termination of employment and is generally not approved during an employee's last two (2) weeks of employment. If an employee reports sick leave during his or her last two (2) weeks of employment and he/she does not provide a doctor's note verifying the need for that medical leave, the time off may be changed to vacation or time off without pay.

ARTICLE 22 — VACATION

Section 1. The vacation schedule is as follows:

80 hours	0 – 1 years
120 hours	1 – 3 years
136 hours	3 – 5 years
160 hours	5+ years

Section 2. All employees shall be entitled to accrue vacation at the rate of one-twenty-sixth (1/26th) of their vacation eligibility for each completed two (2) week pay

period.

Section 3. New employees shall not be eligible to take or receive pay for a vacation until such employee has completed the required trial service period of 480 hours.

Section 4. Vacation accruals will be prorated for any two (2) week pay period in which the benefited employee works or is compensated less than eighty (80) hours.

Section 5. Employees shall be paid accrued vacation at the employee's pay rate in effect at the time the vacation is taken.

Section 6. In the event of a resignation or termination, the employee shall only be entitled to receive the amount of accrued but unused vacation that has accrued at the time of such termination or resignation.

Section 7. The employee's vacation accrual rate determines the amount that may be carried over to the next fiscal year. The maximum carry-over allowed is the equivalent of one year's accrual based on the above schedule. The carry-over balance is calculated as of June 30 of each year. Under special circumstances, the Chief Executive Officer or authorized designee may approve a written request to carry over vacation hours beyond the maximum allowed for a specified period of time; however, pre-approval is required. Written requests to carry over vacation hours exceeding the maximum allowed should include (1) reasons necessitating the request and (2) a time frame for using excess vacation hours. Requests are to be approved by the employee's supervisor and Division Director before submission to the Chief Executive Officer for final consideration.

Section 8. Requests to schedule vacation must be submitted in writing to the employee's immediate supervisor as soon as the employee is aware of the time desired, but no less than fourteen (14) calendar days before the first requested date(s) for vacations of one (1) week or less and no less than thirty (30) calendar days before the first requested date for vacations longer than one (1) week. In the event more than one employee requests the same days, the employee with the most seniority will be given the time. However, no employee may utilize seniority to break a tie more than once each calendar year. In emergency situations, an employee may be granted vacation time with their supervisor's approval if replacement staffing can be arranged. Vacation requests will not be unreasonably denied.

ARTICLE 23 – HOLIDAYS

Section 1. Employees will receive the following paid holidays:

New Years Day	Independence Day
Martin Luther King Jr., Day	Labor Day
Memorial Day	Thanksgiving Day
Christmas Day	

If the holiday falls on Saturday, it will be celebrated on Friday. If the holiday falls on Sunday, it will be celebrated on Monday. Holiday pay is not granted during leaves without pay. Holiday pay is granted if an employee is on paid leave and in a benefited position.

Section 2. Employees may substitute a religious or cultural holiday of their choice for a holiday listed in Section 1. Employees must give the Employer or their designee at least 30 days notice prior to the holiday of their choice.

Section 3. Employees may only use holidays in full-day increments. Unused holiday leave does not carry over from one calendar year to the next, nor is it payable upon termination of employment.

Section 4. Certain non-exempt employees may be required to work holidays and will be paid at 1.8 times their hourly rates for hours worked on the actual holiday. Holiday pay and holiday hours paid at overtime are not included for purposes of calculating hours worked for overtime purposes. Should the holiday fall on a day that an eligible employee is not scheduled to work, the employee will be paid at their regular rate, based on the number of hours of the employee's "average day."

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

Section 5. If an observed holiday which would have been a scheduled work day occurs during an employee's vacation period, the day is not charged against accrued vacation leave but is paid at the employee's regular rate eight (8) hours.

Section 6. Temporary and on-call employees will receive 1.8 time for hours worked on the holidays.

ARTICLE 24 — BEREAVEMENT

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

ARTICLE 25 — RETIREMENT

Section 1. The Employer will strive to continue to provide the current 401(k) Plan or a comparable plan for all eligible employees during the term of this agreement. Should Morrison need to discontinue or substantially decrease this benefit, the Union and

Morrison will meet in advance to discuss alternatives to taking this step. Any savings from the reduction or elimination of the plan will be redirected to other employee benefits as jointly agreed by the parties. If the parties cannot agree after 30 days of discussion, the matter shall be referred to arbitration.

ARTICLE 26 — MEDICAL, DENTAL AND OTHER INSURANCE

Section 1. All regular employees in a benefited position are eligible for medical and dental insurance benefits, subject to the terms and conditions contained in the Employer's contracts with the respective insurance carriers. Part-time benefited employees are eligible for pro-rated insurance benefits. Enrollment is not automatic — new employees must submit an enrollment application before their eligibility date to allow adequate time for enrollment processing.

Section 2. An employee may opt to have coverage provided for his or her spouse/domestic partner and/or eligible dependents with the entire additional cost of the dependent coverage paid for by such employee by way of a payroll deduction. Enrollment is not automatic; new employees must submit an enrollment application before their eligibility date to allow adequate time for enrollment processing.

Section 3. Medical and Dental Benefits. Effective July 1, 2008, the Employer will pay ninety percent (90%) and the employee will pay ten percent (10%) of the monthly employee-only medical premium for regular employees who are otherwise eligible for Employer paid medical insurance coverage. If another hourly paid group of employees within Morrison receives a better contribution ratio than the 90/10 described above, employees within the Rosemont bargaining unit shall receive the same contribution percentage.

Section 4. The Employer will strive to continue to provide accidental death and dismemberment, life and long-term disability insurance for all of its regular benefited employees. This coverage will start no later than the first (1st) day of the month following the employee's sixth (6th) month of employment in a benefited position. Enrollment is automatic upon eligibility. Any savings from the reduction or elimination of these benefits will be redirected to other Rosemont employee benefits as jointly agreed by the parties. If the parties cannot agree after 30 days of discussion, the matter shall be referred to arbitration.

Section 5.

A. All benefited employees will become eligible for medical and dental benefits beginning the first (1st) day of the month following completion of the trial service period referenced in Article 7.

B. Employees who transfer from a non-benefited position to a benefited position will qualify for medical and dental benefits beginning the first (1st) day of the month following 60 days of continuous employment in the new, benefited position.

C. Employees who transfer from a part-time benefited position (20-29 hours per week) in which they are eligible for pro-rated benefits to a full time position (30+ hours per week) position will be eligible for non pro-rated benefits the first (1st) day of the month following the transfer into the new position.

Section 6. If the current plans (medical, dental, life, accidental death and dismemberment and long-term disability) are not available, the Employer agrees to strive to provide a comparable plan. Should Morrison need to discontinue, substantially decrease, or restructure this benefit, the Union and Morrison will meet in advance to discuss alternatives to taking this step. Any savings from the reduction or elimination of the plans will be redirected to other employee benefits as jointly agreed by the parties. If the parties cannot agree after 30 days of discussion, the matter shall be referred to arbitration.

ARTICLE 27 — WAGES

Section 1. Rates of pay and classifications of work for employees covered by this Agreement are set forth below.

Section 2. Nothing in this Agreement shall be construed to prohibit the Employer from paying employees in excess of the wage rates described below. The Employer agrees to give the Union no less than fourteen (14) calendar days' written notice of its decision to offer to pay any employee or applicant in excess of the wage rates described below. Written notice may be communicated to the Union by facsimile transmission and will also be sent by certified mail. The Union shall have fourteen (14) calendar days from the date such notice is sent by facsimile transmission to meet with the Employer for purposes of negotiating over the Employer's proposed wage change. The Employer may apply the proposed wage rate adjustment after the expiration of the fourteen (14) calendar day notice period described above in the absence of mutual agreement between the Employer and Union on such wage change. If the Employer applies an adjusted wage rate after such fourteen (14) day calendar period, such action shall not be considered a violation of the terms of this labor agreement.

Section 3. Upon completion of the required trainings, 6 months of employment, and satisfactory performance, Residential Skills Specialists I (RSSI) shall be designated Residential Skills Specialist II (RSS II).

Upon completion of the required trainings, 6 months in the position of Assistant Unit Supervisor I (AUSI) and satisfactory performance, the Assistant Unit Supervisor will be designated an AUS II.

Effective the first full pay period of July 2008:

	Starting	6 months	One year
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RSS I	10.50		
RSS II		10.80	11.08
AUS I	12.00		
AUS II		12.25	12.50
Any staff member who has been employed less than 6 months as of June 30, 2008, will be paid at the 6 month rate effective the first full pay period of July 2008.			

Adoption of this agreement shall not result in the decrease of the base pay rate in any of the classifications listed above.

Effective the first full pay period of July, 2008:

Position	Starting Salary	5 year longevity add \$.25 to starting salary level on this scale	10 year longevity add an additional \$.25 to the five-year salary level on this scale
Cook	9.70	9.95	10.20
Housekeeper	9.50	9.75	10.00
Clinical Support Assistant	10.03	10.28	10.53
Receptionist	9.79	10.04	10.29
Maintenance Worker	12.50	12.75	13.00
Medical Assistant	11.85	12.10	12.35
Medical Driver	10.50	10.75	11.00
No employee will receive a wage decrease by the signing of this Agreement. All staff members employed as of June 30, 2008 will receive a wage increase of no less than 2.9% as of the first full pay period of July, 2008. Additional wage increases and starting rate may be given based upon management's evaluation of performance, skills and length of service.			

Section 5. Effective the first full pay period in July 2009, the scale rates for all bargaining unit classifications shall be increased by 2%, with a corresponding increase in all steps of the wage schedule. Should there be an increase in BRS funding beyond 2% for the 2009-2010 fiscal year, the wage schedule will be increased by the BRS funding increased percentage to match that increase in funding. For example, if the BRS funding is increased by 3%, the starting rate for RSS I would be increased from \$10.50 to \$10.82. In this example, the scale rates for all bargaining unit classifications would be increased similarly by 3%. The Employer will advise the Union of the amount of BRS funding increase in a timely manner.

Section 6. Effective the first full pay period in July 2010, the scale rates for all bargaining unit classifications shall be increased by 2%, with a corresponding increase in all steps of the wage schedule. Should there be an increase in BRS funding beyond 2% for the 2010-2011 fiscal year, the wage schedule will be increased by the BRS funding

increased percentage to match that increase in funding.

Section 7. The employer will pay fifteen cents (\$.15) per hour shift differential to employees who have completed the trial service period in Article 7, Section 1, who work night shift. Effective January 1 ,2009, the shift differential will increase to twenty cents (\$.20) per hour. Effective January 1 ,2010, the shift differential will increase to twenty-five cents (\$.25) per hour. Shift differential will not be considered as part of the employee's wages for purposes of calculating wage increases.

ARTICLE 28 — SUCCESSORSHIP

The terms of this contract will apply to all legal successors of the Employer.

ARTICLE 29 — SAVINGS CLAUSE

Section 1. Should any provision of this Agreement be found by a court of competent jurisdiction to be in violation of any federal, state or city law, that provision will be submitted to negotiation to bring it into compliance with the law. The remaining provisions of this Agreement shall remain in full force and effect.

Section 2. If this Agreement should be modified or amended in any respect during its term, such modification or amendments must be set forth in writing and executed by the duly authorized agents of the Employer and the Union.

ARTICLE 30 — TERM OF AGREEMENT

Section 1. This Agreement shall become effective as of the 1st day of July, 2008 and shall remain in full force and effect until midnight the 30th day of June, 2011.

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

SEIU Local 503/OPEU
SERVICES

MORRISON CHILD & FAMILY

Leslie Frone
Executive Director
Date: _____

Tia Gray Stecher
Chief Executive Officer
Date: _____

Lorene Scheer
Field Coordinator

Date: _____

Troy Barnard
Organizer

Date: _____

Shelley Dunlop

Date: _____

Shamus Cooke

Date: _____

Gina Montenaro

Date: _____

Saige Gracie

Date: _____