

**COLLECTIVE BARGAINING  
AGREEMENT 2022 - 2024**

between

**Service Employees International Union  
SEIU Local 902 Workers of OSLP**

and

**Oregon Supported Living Program  
Eugene, Oregon**

**Expires September 30, 2024**

**Member Resource Center 1-844-503-SEIU (7348)**

## ***TABLE OF CONTENTS***

<b>AGREEMENT</b> .....	<b>3</b>
<b>ARTICLE 1: RECOGNITION</b> .....	<b>3</b>
<b>ARTICLE 2: UNION SECURITY AND CHECK-OFF</b> .....	<b>4</b>
<b>ARTICLE 3: MANAGEMENT RIGHTS</b> .....	<b>5</b>
<b>ARTICLE 4: TRIAL SERVICE PERIOD</b> .....	<b>6</b>
<b>ARTICLE 5: LABOR/MANAGEMENT COMMITTEE</b> .....	<b>6</b>
<b>ARTICLE 6: HEALTH AND SAFETY</b> .....	<b>7</b>
<b>ARTICLE 7: UNION RIGHTS</b> .....	<b>9</b>
<b>ARTICLE 8: NON-DISCRIMINATION AND HARASSMENT</b> .....	<b>10</b>
<b>ARTICLE 9: EMPLOYEE CLASSIFICATION</b> .....	<b>12</b>
<b>ARTICLE 10: IDENTIFICATION OF SUPERVISION</b> .....	<b>12</b>
<b>ARTICLE 11: DISCIPLINE AND DISCHARGE</b> .....	<b>13</b>
<b>ARTICLE 12: SENIORITY, LAYOFF, RECALL</b> .....	<b>15</b>
<b>ARTICLE 13: LEAVE OF ABSENCE</b> .....	<b>17</b>
<b>ARTICLE 14: IN SERVICE TRAINING; MANDATORY MEETINGS</b> .....	<b>19</b>
<b>ARTICLE 15: JOB VACANCY</b> .....	<b>20</b>
<b>ARTICLE 16: HOURS OF WORK, OVERTIME, PAYDAY</b> .....	<b>22</b>
<b>ARTICLE 17: GENERAL PROVISIONS</b> .....	<b>25</b>
<b>ARTICLE 18: UNION REPRESENTATION</b> .....	<b>26</b>
<b>ARTICLE 19: NO STRIKES, NO LOCKOUTS</b> .....	<b>27</b>
<b>ARTICLE 20: GRIEVANCE AND ARBITRATION</b> .....	<b>27</b>
<b>ARTICLE 21: EARNED BENEFITS</b> .....	<b>29</b>

**ARTICLE 23: WAGES..... 32**

**ARTICLE 24: HEALTHCARE BENEFITS ..... 34**

**ARTICLE 25: CONTRACTING OUT ..... 35**

**ARTICLE 26: NEUTRAL ZONE..... 35**

**ARTICLE 27: SUCCESSORSHIP ..... 35**

**ARTICLE 28: SAVING CLAUSE..... 36**

**ARTICLE 29: BREAKS..... 36**

**ARTICLE 30: EMPLOYEE FILES ..... 36**

**ARTICLE 31: ON-CALL PHONE PAY AND MILEAGE REIMBURSEMENT ..... 37**

**ARTICLE 32: EMPLOYEE RIGHT TO PRIVACY AND CONSCIENCE..... 37**

**ARTICLE 33: TERM OF AGREEMENT ..... 38**

**APPENDIX ..... 41**

## AGREEMENT

This Agreement is made and entered into between Oregon Supported Living Program (hereinafter called the “Employer” or “OSLP”) and Service Employees International Union (SEIU) Local 503, Oregon Public Employees Union (hereinafter referred to as the “Union”), acting herein on behalf of the employees of said employer as herein defined, now employed and hereinafter to be employed and collectively designated as the “Employees”.

## WITNESSED

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

Whereas it is the intent and purpose of the parties hereto that the Agreement promote and improve the mutual interest of the residents of the Employer as well as of its employees and to avoid interruptions and interference with services to residents and to set forth herein their Agreement concerning rates of pay, hours of work, and conditions of employment;

Now, therefore, the parties hereto agree as follows:

## ARTICLE 1: RECOGNITION

### **Section 1.**

Both the Union and the Employer recognize that:

- a) The state and federal governments provide the major portion of the operating funds for the agency and that the amounts so provided are established by said governments and may be increased or decreased by the Oregon State Legislature.
- b) The goals of the Employer and the Employees (Union) are interdependent. Cooperation between management and employees (the Employer and the Union) is critical to achieving their extensive mutual interests. To this end, all employees must be able to develop and maintain professional, team-oriented relations with co-workers, supervisors and clients. All management, consultants, board members, and all other agents of the Employer shall be considered as employees for the purposes of this Article.
- c) The diversity of employees is fundamental to the success of the agency by providing multiple perspectives; this may, at times, require people to work together that are not culturally homogeneous.

### **Section 2.**

The Union recognizes that the Employer is:

- a) a not-for-profit corporation created and operated for the sole purpose of providing services to persons with developmental disabilities; and
- b) governed by a volunteer Board of Directors who receive no financial remuneration nor benefit for serving as officers or directors nor are they individually or collectively liable for debts of the agency.

**Section 3.**

The Employer recognizes:

- a) the agency is dependent upon the quality and dedication of its direct support employees in order to achieve its mission and is dedicated to improving their professional status; and
- b) the Union as the exclusive collective bargaining agent, as certified by the National Labor Relations Board in Case No. 36-RC-5712, for Employees employed at the Employer's Eugene, Oregon facility and more particularly as follows: All full and regular part-time employees excluding professional, confidential, and managerial employees, and supervisors as defined in the National Labor Relations Act.

**Section 4.**

Nothing in this Agreement shall limit the right of the Employer to promote employees from the bargaining unit provided such employees agree to accept the promotion.

**Section 5.**

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.

**ARTICLE 2: UNION SECURITY AND CHECK-OFF**

**Section 1. Membership Requirements.**

It shall be a condition of employment that all employees covered by this Agreement and all employees hired on or after its effective date with the exception of temporary workers as defined in Article 9, Employee Classification, Section 3 of this Agreement shall, on the thirtieth (30<sup>th</sup>) day following the beginning of such employment, become members in good standing of the Union or pay to the Union a “fair share” fee equal to the periodic dues that are the obligation of members, unless they belong to a group given legal exemption for reasons of religion. Employees who choose to be “fair share” fee payers shall complete the Agency Fee Authorization form.

**Section 2. Check Off.**

Upon written, electronic or recorded oral request from an employee, monthly Union dues plus any additional voluntary Union deductions shall be deducted from the employee’s pay and remitted to the Union. All applications or cancellations of membership shall be submitted by the employee to the Union. Any written applications for Union membership and/or authorizations for Union dues and/or other deductions or dues cancellations which the Employer receives shall be promptly forwarded to the Union. The Union will maintain the written, electronic and recorded oral authorization records and will provide copies to the Employer upon request.

**Section 3. Remittance of Payment.**

All monies deducted as hereinabove provided shall be paid by the Employer to the Union together with a list of names of employees for whom the dues/service fees and initiation fees have been deducted not later than the fifteenth (15<sup>th</sup>) day of the month following that in which the deductions

are made by the Employer. The statement will include the following information for each bargaining unit employee if available: name, employee ID number, program, classification, base pay rate, hire date, personal email, and work location; race, ethnicity, gender, home phone number and home address; fair share, religious objector, or member status; and amount of dues withheld. The Employer shall not be liable by reason of the requirements of this Section for the remittance or payment of any sums other than that constituting actual deductions made from employee wages earned.

**Section 4. Indemnification.**

The Union agrees to indemnify, defend, and hold the Employer harmless against any and all claims, suits, or other forms of liability arising out of the deduction of money for Union dues and service fees, initiation fees or reinstatement fees from the employee's pay. 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. Employees' Status.**

The Employer shall provide at the end of each pay period to the Union a list showing the name, address, birth date, hire date, classification, and wage rate of all newly hired employees. The Employer shall also provide to the Union a list of all terminations, resignations, retirements, and leaves of absence.

**ARTICLE 3: MANAGEMENT RIGHTS**

**Section 1.**

All management rights and functions, except those which are clearly and expressly abridged by this Agreement, shall remain vested exclusively in the Management of Oregon Supported Living Program. Except as otherwise provided in this Agreement, the Union agrees that OSLP has the right to make and implement decisions related to areas including, but not limited to, those described in Section 2 of this Article. While the Employer and Union may have discussions involving but not limited to these areas, the Union agrees that the Employer is not obligated to bargain with the Union as to such areas during the term of this Agreement.

**Section 2.**

The Employer has the right to operate and manage the agency including, but not limited to, the right to establish the mission and objectives of the agency; to organize all resources to achieve the stated mission and objectives; to determine the kind and location of facilities; to determine whether the whole or any part of the operation shall continue to operate; to add or terminate clients; to determine the methods, means, and personnel to be used to achieve stated goals and objectives; to implement improved operational methods and procedures; to maintain order and operational efficiency; to determine staffing requirements; to assign any job function, operation, or service; to cease any job operation, function, or service; to determine job assignments and working schedules of all employees; to direct and supervise all employees; to review the performance of all employees; to use volunteers; to select and hire employees; to promote and transfer employees; to increase, reduce, or layoff employees; to suspend, demote, or discharge employees or to take other disciplinary action against employees; to promulgate rules, regulations, and personnel policies; provided that such rights shall not be exercised so as to violate any of the specific provisions of this

Agreement.

## **ARTICLE 4: TRIAL SERVICE PERIOD**

### **Section 1.**

Newly hired employees shall enter a trial service period. The trial service period shall extend for a minimum period of one-hundred-eighty (180) days, six hundred (600) hours paid, and until the employee completes all required trainings. Required trainings and Core Competencies must be completed within the first ninety (90) days of employment. Required trainings include, but may not be limited to: New Employee Orientation, First Aid, CPR, OSHA and Blood- Borne Pathogens, Mandatory Abuse Reporting, OIS, 911 Training, Nutrition, Supporting Healthy Choices, Agency Software (i.e. Therap) and a Core Competency Based Training Program.

Employees who do not pass a criminal history check shall be automatically terminated as mandated in the OAR's. An employee who does not pass a criminal history check but wishes to appeal the decision shall be suspended without pay pending the results of the appeal. There is no responsibility for reemployment for any employee discharged during the whole of the trial service period.

Trial service employees shall be compensated pursuant to Article 21, Earned Benefits, Section 3 of this Agreement for all hours worked on a holiday. Any employee successfully completing the trial service period shall be retroactively credited with seniority. OSLP will notify the Union in the event a trial service period is extended including the rationale for the extension (not to exceed another forty-five (45) days).

### **Section 2.**

The Union shall represent the trial service employee for the purpose of collective bargaining with respect to wages and other conditions of employment. The trial service employee disciplined or discharged for any reason may be represented by the Union but shall not have recourse to the Grievance Procedure set forth in this Agreement.

### **Section 3.**

It shall be the intent of the Employer to train all employees as required by the agency and site-specific core competencies in the responsibilities of their job classification and for all hired job duties.

## **ARTICLE 5: LABOR/MANAGEMENT COMMITTEE**

### **Section 1.**

The parties agree to establish a joint Labor/Management Committee (LMC) as mutually agreed to consider issues on a topical basis. The intent of the committee shall be to facilitate communication between the parties by providing a forum for discussion of issues not addressed by the contract, such as operational methods and procedures, staff morale, attendance, recruitment, retention, public relations and other policies of the Employer. Suggestions presented shall be discussed and the Employer and Union shall make an effort to implement suggestions that both parties agree have merit and are practical.

Neither party shall use the LMC for the purpose of opening economic negotiations with the exception of mutually beneficial employee incentive programs or awards. Any issues that would add to or alter the contract shall be jointly bargained in interim sessions operating within the mutually executed ground rules in effect. No changes shall be implemented until a Letter of Agreement is executed by the Union and Employer.

**Section 2.**

The LMC shall meet at the request of either party within three (3) months at a time agreed to by both parties. It shall meet every three (3) months thereafter at the request of either party unless an emergency topic arises which requires immediate review.

**Section 3.**

The LMC shall be composed of the Union representative, four (4) bargaining unit members appointed by the Union, and five (5) Employer representatives. Both parties agree to exchange written agendas a minimum of one (1) week prior to all scheduled meetings. The Union and the Employer agree to alternately take minutes at the meetings of the LMC to record topics discussed. After approval by the LMC the minutes shall be made available, upon request, to all employees in the bargaining unit and the Employer.

**Section 4. Wellness Committee**

The Employer agrees to convene a wellness committee that includes one (1) Union bargaining team member, one (1) bargaining unit member appointed by the Union, and any volunteers who wish to participate in committee work. The committee will begin meeting in April 2019 and continue meeting at least once per month for the duration of this agreement. The purpose of the committee will be to continue to explore joint efforts to reduce healthcare costs.

**ARTICLE 6: HEALTH AND SAFETY**

**Section 1. Protocols.**

The Employer shall take reasonable precautions to safeguard the health and safety of all employees during their hours of work and to maintain recognized standards of safety and sanitation. Site-specific protocols shall be posted in a location accessible to all employees. The Employer shall orient all employees to the content and location of the protocols.

**Section 2. Training.**

Federal and State regulations shall be strictly observed by the Employer, the Union and all employees. Employees shall use all protective equipment required and shall perform their work in a safe manner. It shall be the employee's responsibility to remain current in CPR, First Aid, OSHA, OIS (as required), Mandatory Abuse Reporting, and other agency-required training. The Employer shall be responsible to notify employees of all required training due sixty (60) days in advance of trainings. The Employer shall ensure that employees understand the responsibilities of the notification by posting upcoming notices in the staff log, staff bulletin board, or other designated location for official agency communications. It will be the house manager's responsibility to communicate the location. It shall be the responsibility of the Employer to supply timely training opportunities for all employees. Training and supplies for all employees shall be paid for by the



Employer.

**Section 3.**

The Employer shall provide timely training for employees who work with individuals served who, as deemed by the ISP team, warrant specific behavioral training (such as OIS). OIS training is available to all employees pending space available and not resulting in overtime.

**Section 4.**

When it is not in violation of any Federal or State law regarding resident's confidentiality, it shall be the intent of the Employer to advise its employees, on a need-to-know basis, of those with infectious disease and provide training and supplies needed for their care.

When it is not in violation of any Federal or State law regarding confidentiality it will be incumbent upon the employee to notify the Executive Director of any communicable or infectious disease that could under certain circumstances affect the health or safety of residents and staff. The Executive Director shall keep the information confidential and shall advise the employee's immediate supervisor(s) only on a need-to-know basis.

The Employer shall provide training and supplies needed to protect resident and staff health and safety.

**Section 5.**

Employees shall be made aware of and follow the Occupational Exposure to Blood-Borne Pathogens Policy.

**Section 6.**

The Employer and the Union shall make every effort to maintain scheduled staffing levels which do not compromise the adequate care of residents and/or the health and safety of employees. No employee shall work more than eighteen (18) consecutive hours in any twenty- four (24) hour period, unless by mutual agreement between the Employer and employee working the hours. Employees will be responsible for tracking their own hours and must inform whoever is attempting to fill a shift about their status relative to the eighteen-hour (18- hour) cap as described in this Section. Asleep overnight hours and staff meeting hours do not count as hours solely for this Section of this Article.

**Section 7. Safety Committee.**

The Employer shall maintain a Safety Committee, pursuant to OSHA requirements. Monthly Health and Safety checklists shall be completed and/or reviewed by the regular committee representative for each site. Health and Safety issues shall be a standing agenda item for staff meetings at each site. Employee concerns regarding a safe and/or healthy workplace environment may be referred in writing or by voicemail to the Safety Committee for consideration. All written recommendations of the Safety Committee submitted to management shall be clear and concise, provide reasons for implementation, include implementation costs and recommended completion dates, and list benefits of implementation. Management shall respond to recommendations in a timely manner. The Union may appoint its own "at large" committee member to the Safety Committee. The Employer agrees to provide the Union with a copy of the monthly Safety Committee meeting minutes. This copy may be provided electronically at the discretion of the

Employer.

**Section 8. Emergency Program Response.**

The Employer shall continue to provide a system for emergency program response. All personnel who carry a pager/cell phone shall comply with the guidelines established by the Employer's Emergency Program Response document.

**Section 9. Behavioral and Crisis Support.**

In the event that an existing behavioral or crisis support plan does not adequately cover a temporary and unforeseen scenario involving a supported individual, the Employer shall meet with the Direct Support Professionals working with that individual to provide guidance and develop a team approach to the scenario.

**Section 10. Behavioral Support Intervention.**

Employees, who have been injured, threatened, or reasonably believe themselves to be threatened or otherwise put at risk by an individual served, may request behavioral support intervention from the Employer. The affected employee shall document their concerns in writing and submit it to the Program Director. The Employer shall respond promptly to requests for behavioral support. The Employer, at its sole discretion, reserves the right to reassign to a different program, as a "Safety Transfer", any employee who is, or who believes that they may be, at risk of injury from an individual served. If the Employer determines that an employee needs to be reassigned to a different program for the purposes of this Article, the employee shall have super-seniority rights as defined in Article 15, Job Vacancy, Section 5.

**Section 11. Household Chemicals Safety.**

In order to minimize potential health and safety hazards associated with the erroneous and/or accidental mixing of cleansing and disinfectant chemicals, the Employer agrees to minimize the variety of different cleansing and disinfectant chemicals stored and utilized at each worksite in so far as practicable while adhering to OSHA and OAR standards.

In order to facilitate the above outlined process, the Employer may convene a Chemical Taskforce Committee to research the availability and appropriateness of specific cleansing and disinfectant chemicals. The committee shall be comprised of two (2) members appointed by the Employer and two (2) members appointed by the Union. The committee shall present recommendations to the Employer within thirty (30) days of its first meeting.

**ARTICLE 7: UNION RIGHTS**

**Section 1. New Employee Orientation.**

Thirty (30) minutes shall be granted for a representative of the Union to make the mandatory presentation to new employees for the purpose of identifying the organization's representation status, organizational benefits, facilities, related information, and distributing and collecting membership applications. The Employer will provide the Union access to online meeting tools should in-person presentations not be feasible. This time is not to be used for discussion of labor-management disputes. If the Union representative is an employee of the Agency, the employee shall be given time off with pay for the time required to make the presentation. The presentation will be

scheduled for a mutually agreeable time during the Employer's New Employee Orientation. In addition, OSLP will provide new employees with Union "Welcome Packets" on their date of hire. The Union shall supply those "Welcome Packets" to management.

If a Union representative is not available to make a presentation during a new employee orientation, the Employer will, within five (5) business days of the scheduled orientation, send the Union president, vice president, and field organizer a list of the names, phone numbers, mailing addresses, and email addresses of all new employees who were scheduled to attend the presentation.

### **Section 2. Union Bulletin Board.**

The Union shall pay for or furnish and install one (1) bulletin board at each facility which shall be used exclusively for the purpose of posting Union notices. Notices shall be posted by the Union organizer or bargaining unit employees that they designate and shall conform to standards of taste and propriety. The size and location of the bulletin board shall not be unreasonable. A Union organizer shall regularly monitor the bulletin board for outdated or unnecessary items.

### **Section 3. Visitation Privileges.**

The Union organizers and representatives, including stewards, shall have reasonable access to the Employer's facilities and virtual meeting spaces for purposes of administering the Agreement. Refer to Article 18, Union Representation, Section 3.

### **Section 4.**

Employees shall be allowed to wear Union badges, tee-shirts, stickers, etc.

### **Section 5. Worksite Access.**

Union organizers and representatives may have access to staff meetings (in-person and virtual) to present and gather information, address issues, and distribute materials relevant to the Union. The Union shall request prior permission from the Employer on a case-by-case basis. Access shall not be unreasonably denied.

### **Section 6. Program Rosters.**

The Employer shall provide the Union with contact information for each OSLP house or program, including phone numbers, mailing addresses, and email addresses.

### **Section 7. Digital Contract and Handbook Access**

The Employer shall bookmark access to digital copies of the current Collective Bargaining Agreement and the current Employee Handbook on the Computers used at each facility.

## **ARTICLE 8: NON-DISCRIMINATION AND HARASSMENT**

### **Section 1.**

Neither the Employer nor the Union shall unlawfully discriminate against, nor in favor of, any employee covered in this Agreement on account of being a member of any protected class, including but not limited to, sexual orientation, gender identity, Union activity or, because of political belief. All parties shall follow all guidelines outlined in the Employer Harassment policy, located in the Employee Handbook.

**Section 2.**

It is with intention that gender neutral pronouns are used throughout this Agreement as to be inclusive of workers of all genders.

**Section 3.**

Both the Employer and the Union agree that they shall not act in a capricious or arbitrary manner.

**Section 4.**

Both the Employer and the Union agree that they shall not harass employees for any reason during the term of this Agreement. Strictly forbidden is harassment of a sexual, racial, ethnic, religious, gender, or disability-related nature which has the purpose or effect of creating an offensive or hostile work environment.

**Section 5.**

It shall be the intent of the Employer and the Union that all employees shall work in a safe environment free of workplace hostility. All employees shall treat each other courteously and with respect while at work. All management, consultants, board members, and all other agents of the Employer shall be considered as employees for the purposes of this Article.

**Section 6. No Retaliation.**

Retaliation of any kind, by the Employer, the Union, or any employee for reporting in good faith, incidents of discrimination, harassment and/or hostility shall not be tolerated.

**Section 7. Privacy Rights: Department of Homeland Security, Immigration, and Customs Enforcement (hereinafter "I.C.E).**

1) The Union is obligated to represent all employees without discrimination based upon national or ethnic origin. The Union is therefore obligated to protect employees against violations of their legal rights occurring in the workplace, including unreasonable search and seizure. The Employer is obligated to comply with all applicable federal, state and local regulations in addition to operating within all parameters and specific conditions set in their private compliance agreement with federal, state and local regulatory officials.

2) To the extent permitted by law, the Employer shall notify the Union as quickly as possible, if any I.C.E. agent contacts the facility to enable a Union representative or attorney to take steps to protect the rights of employees. Additionally, to the extent permitted by law, the Employer shall notify the Union immediately upon receiving notice from the I.C.E., or when an SSA audit of employee records (for any purpose) is scheduled or proposed and shall provide the Union with any list received from such governmental agencies identifying employees with documentation or social security problems.

3) To the extent permitted by law, the Employer shall not infringe the privacy rights of employees, without their express consent, by revealing to the I.C.E. any employees' name, address or other similar information. To the extent permitted by law, the Employer shall notify the affected employee and the Union in the event it furnished such information to the I.C.E.

4) To the extent permitted by law, the Employer may provide paid or unpaid leaves of absence for any employee who requests such leave in advance because of court or agency proceedings relating to immigration matters as outlined in its Employer Policies and consistent with all state and federal leave requirements. The decision of whether to grant the leave and the maximum duration of the leave shall be determined in the Employer's sole discretion.

5) To the extent permitted by law, employees shall not be discharged, disciplined, suffer loss of seniority or any other benefit or be otherwise adversely affect by a lawful change of name or Social Security Number. Employees who have falsified any records concerning their identity and/or social security number will be terminated. Nothing in this section shall restrict the Employer's right to terminate an employee who falsifies other types of records or documents.

6) An employee may not be discharged or otherwise disciplined because:

- a) The employee (hired on or before November 6, 1986) has been working under a name or Social Security Number other than their own;
- b) The employee (hired on or before November 6, 1986) requests to amend their employment record to reflect their actual name or social security number;
- c) The employee (hired on or before November 6, 1986) fails or refuses to provide to the Employer additional proof of their immigration status.

## **ARTICLE 9: EMPLOYEE CLASSIFICATION**

### **Section 1.**

Employees who work an average of thirty-seven (37) hours or more per week over a four- week time period shall be classified full-time.

### **Section 2.**

Employees who work less than an average of thirty-seven (37) hours per week over a four-week time period shall be classified part-time.

### **Section 3.**

Employees who are hired for a specific length of time, not to exceed one hundred (100) days within a calendar year, shall be classified as temporary employees. The Employer may hire temporary employees to fill temporary positions if no bargaining unit member has successfully bid on the position. If the Employer chooses to hire the temporary employee as a regular employee within ten (10) days of the end of the temporary employment, all time served in the temporary position shall be credited toward completion of the trial service period as defined in Article 4, Trial Service Period, Section 1 of this Agreement.

## **ARTICLE 10: IDENTIFICATION OF SUPERVISION**

**Section 1.**

Employees shall be advised of the identity of their immediate supervisor and shall be responsible to the supervisor, the Directors, and the Executive Director. Professional Consultants' recommendation shall be followed unless otherwise stated by a supervisor. A list of Professional Consultants shall be provided to employees upon request.

**Section 2.**

Supervisors shall not perform work that would replace a bargaining unit employee or position within the program, unless a relief employee cannot be found. Full-time managers who regularly work scheduled shifts shall be limited to no more than ten (10) hours per week direct support. Part-time managers shall be limited to no more than twenty (20) regularly scheduled direct support hours. Any direct support hours worked by part-time or full-time managers must be blocked or received by attrition. No bargaining unit member's schedule shall be changed as a result of managers working direct support hours unless the affected employee(s) agree. If both the manager and the relief worker would incur overtime, the opportunity to work shall be given to the bargaining unit employee.

**ARTICLE 11: DISCIPLINE AND DISCHARGE**

**Section 1. Just Cause.**

Employees covered by this Agreement will be made aware of management's intent to complete a fact-finding to investigate an offense for just cause that could result in a disciplinary action, within ten (10) business days of the occurrence or when the Employer first had knowledge of the offense. The employee will then be made aware of the intent to deliver a disciplinary action within ten (10) business days of the fact-finding being completed. The Employer will notify employees of fact-finding or disciplinary meetings with discretion. The Employer shall make a reasonable effort to impose discipline in a manner that shall not unduly embarrass the employee before other bargaining unit members or individuals served.

The Union and the Employer recognize the employee's Weingarten rights. In all cases, the Employer shall inform the employee being asked to attend a fact-finding or disciplinary meeting that they may choose to have a Union representative or steward present, and it is the responsibility of the employee to arrange Union representation for the scheduled fact-finding or disciplinary meeting. The employee shall have five (5) business days to arrange for Union representation. The employee may use the grievance procedure to remove improper disciplinary actions from their personnel record.

With an employee's written consent, the Employer shall forward a copy of disciplinary actions to the Union's designated representative within five (5) business days.

Neither party will unnecessarily delay any step of the fact-finding, or disciplinary process.

**Section 2. Progressive Discipline.**

The Employer recognizes the principle of progressive discipline and agrees to follow such principles in the normal customary manner depending on the seriousness of the offense. Verbal counseling is non-disciplinary. Disciplinary action shall include verbal written warning(s), written

warning(s), a paid two (2) hour decision-making time, suspension(s) and/or discharge. Decision-making time will be scheduled with the employee and may occur at the OSLP office.

During this time the employee will be asked to decide whether or not they are committed to continuing their employment and the employee will write a professional development plan that addresses the employee's need for improvement(s).

The parties recognize that certain conduct is, however, so flagrant and/or inexcusable that any such violation is intolerable and such conduct may result in omitting one (1) or more steps of the disciplinary process up to and including immediate discharge without prior progressive discipline provided that the Employer attaches an explanation for such action to the disciplinary document. Such actions include, but are not limited to, theft, gross misconduct connected with professional activities, conviction of a felony, insobriety on shift, gross insubordination, and shift abandonment.

### **Section 3. Fact-Finding.**

The Employer will conduct an appropriate fact-finding of the employee before imposing discipline.

Employees attending a mandatory fact-finding or disciplinary meeting when not regularly scheduled to work shall be paid a minimum of two (2) hours for attending the meeting and if a meeting ends in less than two (2) hours, an employee may choose to stay and do delegated work, or may leave with pay for time served. However, employees that have been terminated will be paid for time served only.

### **Section 4. Suspensions.**

Employees other than trial service employees shall have the right to grieve any disciplinary action through the grievance procedure. In the event that disciplinary suspension of an employee is determined appropriate, the term of suspension, except as noted in Article 14, In- Service Training; Mandatory Meetings, Section 2 of this Agreement, shall not exceed three (3) regularly scheduled workdays unless a protective service investigation or the results of a drug test are pending.

When the Employer receives a complaint against an employee and the complaint is not of a criminal nature but concerns a violation of rules, policy, or procedure, the Employer shall fully discuss the complaint with the employee. Prior to an employee being suspended, the employee will be informed of the allegation(s) and receive a written statement within ten (10) business days of the allegation(s).

If the employer suspends an employee without pay, pending the outcome of an outside agency's investigation involving the employee, the employee's medical and dental insurance benefits will continue while on suspension as if they were working. If, upon completion of the investigation, the employee is returned to work, or if the level of discipline is less than the period of suspension, the Employer shall reimburse the employee for any lost wages for regularly scheduled work hours and restore ETO accrual for the time the employee was suspended. The suspended employee shall be allowed to use earned time off (ETO) until they receive written notification of the Employer's decision. In these situations, the grievance timeline will begin when the outcome is determined.

If an employee is under a protective service investigation, they shall be suspended without pay pending the outcome. The suspended employee shall be allowed to use earned time off (ETO) until

they receive written notification of the Employer's decision. If the result of the investigation does not warrant termination, position, back pay and restored ETO shall be determined on a case-by-case basis pursuant to Section 1 of this Article. In these situations, the grievance timeline will begin when the outcome is determined.

**Section 5. Termination.**

When the Employer determines that there may be a need to terminate a person's employment, the employee, when practical, shall be informed with as much notice as possible, of the Employer's intent and reason(s) for termination prior to meeting with the employee.

**Section 6. New Work Rules Notification.**

The Employer agrees that no new Agency work rules shall be introduced during the term of this Agreement without informing the Union.

**Section 7.**

The Employer shall give copies of disciplinary actions to employees and shall allow employees to review their personnel files in accordance with law and Article 30, Employee Files, of this Agreement.

**ARTICLE 12: SENIORITY, LAYOFF, RECALL**

**Section 1. Seniority**

Seniority is defined as an employee's length of service with the Employer since their start date. Start date shall be defined as the date upon which a newly hired employee first works paid hours. Except where otherwise specified in this Agreement, seniority shall govern all matters pertaining to vacation eligibility, leaves of absence, wages, benefits, job bidding, layoffs, recall from layoffs, vacation scheduling, and first right of refusal of overtime as defined by this Agreement.

**Section 2. Application of Seniority**

- a) Layoff: When the decision has been made to reduce the work force, the following procedure shall be utilized:
  - 1) Volunteers shall be dispensed with first. Next, trial service employees within the classification where the reduction shall occur shall be laid off.
  - 2) Non-probationary part-time employees, where the reduction shall occur, shall be laid-off in order of seniority, with the least senior laid off first. Such employees, so selected, shall have the right to displace another part-time employee in a different home with less seniority or may elect to be laid off.
  - 3) Non-probationary full-time employees shall be laid off next in order of their seniority, with the least senior laid off first. Such employees, so selected, shall have the right to displace another employee in the classification but in a different home with less seniority or may elect to be laid off.
  
- b) Recall: Employees shall be recalled in the reverse order of their layoff until the desired number of employees is recalled. It is understood that the Employer shall follow this recall procedure only so long as the employees on the schedule



are able to perform all of the work on the schedule.

- c) Vacation scheduling: Seniority shall be utilized in the selection of vacation. In the event there is conflict among employees in the same house desiring the same vacation time, the employee with the greatest seniority shall be the employee given the preference. If the initial bid is given with more than a four (4) week notice, an employee with greater seniority may request the same time off within seven (7) days after the original bid is made. The employee with the greater seniority shall be given preference. All accepted vacation requests shall be posted at the individual site.
- d) Schedule: A schedule opening shall be posted in accordance with the Job Bidding Section of this Agreement, Article 15, Job Vacancy, Section 1.

### **Section 3. Seniority List.**

The Employer shall provide the Union with seniority lists within thirty (30) days of the effective date of this Agreement and such lists shall be posted for three (3) months and then new lists shall be provided. Employees who disagree with the date provided may file a grievance to correct or verify their status. Such grievances must be filed within twenty (20) days after the lists are provided. The right to file a grievance is limited to the first twenty (20) days after an employee's name appears on the seniority list and/or if any information is changed on the list.

### **Section 4. Accrual of Seniority.**

An employee shall accrue seniority during their continuous employment at the facility. Seniority shall not accrue during times of leaves of absence without pay lasting more than three (3) months during personal leave, union leave, or layoff. Employees shall continue to accrue seniority during approved FMLA/OFLA leaves of absence. Employees on approved personal leave shall stop accruing seniority after they have exhausted all accrued earned time off.

Nothing in this Agreement shall limit the right of the Employer to promote employees from the bargaining unit, provided such employees agree to accept the promotion. In the event any employee in the bargaining unit is promoted to a position outside the unit, they shall retain accumulated seniority for an indefinite period. An OSLP employee promoted outside the bargaining unit shall not accumulate seniority for any time spent employed outside the bargaining unit after December 6, 1996. The employee coming back into the bargaining unit shall retain all earned benefits and may be paid at a level equal to time spent in the agency up to Step 4 of the wage scale. Any employee who worked outside the bargaining unit shall be credited up to ninety (90) days bargaining unit seniority when entering the bargaining unit. If the Employer wants to pay at a rate higher than Step 4, the decision shall be made by the Labor/Management Committee. For any employee hired from outside the agency that the Employer wants to pay at a rate higher than Step 4, the decision shall be made by the Labor/Management Committee.

### **Section 5.**

Seniority shall be lost if the employee quits and fails to return to work after twelve (12) months or is discharged for just cause.

### **Section 6.**

When a shift is vacant at a program, current staff who work less than forty (40) hours per week shall be offered the opportunity to accept the shift by seniority. If the shift still remains vacant, refer to Article 16, Section 9.

All staff shall use the appropriate relief list process to fill vacant shifts and shall document the results of each call on a form developed by the LMC. Relief lists will be kept current and updated as needed. Relief lists shall be made in order of seniority.

## **ARTICLE 13: LEAVE OF ABSENCE**

### **Section 1.**

Full and part-time employees shall be eligible for leaves of absence in accordance with the terms of this Agreement. All leaves of absence shall be requested in writing, except in the case of a legitimate emergency preventing the employee from doing so. The Employer shall respond to the employee in writing within two (2) weeks, with the decision to grant or deny the leave. Leaves of absence shall be granted without pay and other benefits. Employees shall be returned to employment within two (2) weeks of notification to the Employer of their return date. Employees shall use all earned time off from the start of their leave until all ETO is used or the employee returns to work.

### **Section 2. Personal Leave.**

A leave of absence, not to exceed one (1) year, may be granted to employees for any mutually acceptable purpose. Employees shall not accept other employment while on leave unless permission has been granted prior to the granting of the leave. Upon reaching four (4) years of seniority, employees working twenty-five (25) hours a week shall be credited with ninety (90) days of "Leave Time". For each subsequent year of seniority, the employee shall be credited with an additional thirty (30) days of leave time. Unused leave time shall be carried over from year to year and may be accrued up to a total of no more than one (1) year. Leaves up to ninety (90) days shall be granted to employees having adequate accrued leave time when the employee submits written notice at least thirty (30) days in advance of the start of requested leave time. Only one (1) leave shall be granted in a twelve (12) month period. Employees must contact the Employer at least two (2) weeks prior to returning from a leave to discuss the employee's return to work. Upon return from a leave the employee shall be returned to comparable hours and working conditions as available. Employees shall be obliged to exhaust accrued ETO to no more than eighty (80) hours prior to the start of the leave. Employees must use their ETO in addition to unpaid leave time while on leave.

An employee seeking a leave of absence who wishes to return to their shifts may, at the time of the request, submit a written plan to Human Resources indicating each of their shifts and the written and signed agreement of the employee or employees who will temporarily cover the shift(s) during the leave of absence and the prior approval of the site manager. This plan will be considered by the Employer in setting the conditions for the leave of absence.

The Employee that is temporarily covering the shifts of the employee on leave must:

- be considered a regular employee pursuant to Article 4, Trial Service, of this Agreement;

- meet the minimum qualifications for the specific worksite pursuant to Article 15, Job Vacancy, of this Agreement;
- be fully trained and current in all required agency and site-related trainings;
- be approved by the Employer to work alone at the specific worksite;
- not go into overtime by agreeing to cover the shifts, and;
- have prior written approval of the manager at the site.

The employee shall have the right to find more than one replacement worker to temporarily fill the shift(s) until they return from leave. If for any reason an employee that is temporarily covering the shifts of the employee on leave becomes unable or unwilling to fulfill the responsibilities of covering the shifts, the Employer may post the position.

Personal Leaves of Absence requests are subject to approval by the Executive Director.

**Section 3. Family Medical Leave.**

Leave of absence for illness or accident to an employee or member of their immediate family (son, daughter, spouse, domestic partner, mother, father, parents of domestic partner, mother-in-law, father-in-law, children of domestic partner, stepson, stepdaughter, grandfather, grandmother, grandchild), upon satisfactory proof of illness by means of a doctor's certificate, shall be granted for a period of up to twelve (12) weeks. When a leave of absence due to illness or accident extends beyond twelve (12) weeks, the employee may apply for a personal leave of absence. Health benefits shall only be paid in accordance with the Family Medical Leave Act (FMLA) and the Oregon Family Leave Act (OFLA).

**Section 4. Bereavement Leave.**

After completing the trial service period, full-time employees shall be granted thirty-two (32) paid hours, over no more than four (4) total days per calendar year and part-time employees shall be granted sixteen (16) paid hours, over no more than two (2) total days per calendar year of bereavement leave for scheduled days of due to the death of a member of their immediate family. In addition to immediate family as defined in Section 3 of this Article, bereavement leave shall also include sisters, brothers, and foster children. If the Employer cannot independently verify the cause for use of bereavement leave, the Employer may require verification within a reasonable period of time. If the employee qualifies for bereavement leave under the Oregon Family Leave Act (OFLA), then this bereavement leave benefit shall run concurrent with the OFLA bereavement leave.

**Section 5. Military Leave.**

Military leave shall be granted in accordance with Federal and State law.

**Section 6. Jury Duty.**

The Employer shall provide each non-probationary employee with supplemental pay for the pay such employee loses on jury duty for up to five (5) working days for up to eight (8) hours per day. When the employee's jury duty coincides with their work schedule, the jury duty pay the employee

receives from the Court shall be deducted from the amount the Employer is obligated to pay under this Agreement. Employees scheduled to work after 5:00 p.m. who are on jury duty, shall be temporarily assigned to a day shift until jury duty is completed.

Court Appearances. Where a worker is subpoenaed on Employer time to appear in court for a case not related to their employment, such worker shall be excused from work for the necessary time. Documentation proving the subpoena will be required. The Employee may use ETO to cover this time. In the event a worker is subpoenaed on Employer time to appear in court for a case related to their employment, such time shall be considered time worked.

### **Section 7. Union Leave.**

A leave of absence shall be granted to an employee to accept a full-time position with the Union for a period of up to two (2) years. Not more than two (2) employees may take such leave at any time. No compensation or benefits shall be paid by the Employer for any period of Union leave. Union leave may be extended for an additional year by mutual agreement between the parties.

### **Section 8. Inclement Weather**

In the event that employees cannot access their shift safely due to inclement weather, and no agency provided alternative roundtrip transportation is available, the employee may decide to call off from their shift. In the event the employee decides to call off from the shift, the employee must utilize the call off procedure and may utilize ETO. No employee shall be required to risk their own safety. Concurrently employees on shift may be required to stay in place until necessary relief staff are able to report in order to maintain minimum staffing requirements.

## **ARTICLE 14: IN SERVICE TRAINING; MANDATORY MEETINGS**

### **Section 1. Provision of Training.**

The Employer shall provide competency-based training for new employees in accordance with the OAR's. Required in-service training for employees shall be scheduled during regularly scheduled work hours to the extent that it is feasible. The Employer shall be responsible to notify employees at least sixty (60) days before the expiration of all required trainings. The Employer shall ensure that employees understand the responsibility of the notification by posting upcoming notices in Agency software (i.e. Therap). The location, date, and time of each training will be available to each employee in Agency software (i.e. Therap). Employees who miss such trainings shall be offered an opportunity to make them up.

### **Section 2. Responsibility of Training.**

It shall be the employee's responsibility to remain current in CPR, First Aid, OIS (as required), OSHA Blood-Borne Pathogens, Mandatory Abuse Reporting, and other Agency-required trainings. The Employer shall provide training and supplies.

All trainings will expire on the date posted in the Agency software. Any employee whose current training(s) expire may be suspended without pay including the use of ETO for twenty- four (24) hours work for the first offense. The suspension may be scheduled to be flexible hours/shifts according to the site's needs. The employee may also be prevented from working unassisted until the training is completed. When verification of completion of the training is provided to the OSLP office, the employee shall be returned to their normal work schedule within three (3) business days.

Failure by the employee to update their certification(s) at the next available training opportunity may lead to further discipline, up to and including termination of employment.

**Section 3. Mandatory Meetings.**

Employees shall be given fourteen (14) days' notice of any non-emergency mandatory meeting. Employees not scheduled to work during the meeting shall be paid a minimum two (2) hours pay for attending the meeting. If a meeting ends in less than two (2) hours an employee may choose to stay and do delegated work or may leave with pay for time served.

**ARTICLE 15: JOB VACANCY**

**Section 1. Posting Vacancies.**

The Employer shall post for a period of five (5) days (excluding Saturday, Sunday, and Holidays) all newly created jobs or job vacancies within the bargaining unit. Job postings shall specify the expected qualifications, part-time or full-time status, schedule, and site.

**Section 2. Bidding.**

All employees covered by this Agreement who are eligible to bid on the posted vacancy may bid on the posted vacancy by completing the Job Bidding Form and submitting it to the Employer at the Employer's main business office. Each person making a bid shall be notified, in writing, by the Employer of the outcome of the employee's bid. No job assignment shall be made without a formal bid.

**Section 3. Eligibility.**

An employee covered by this Agreement shall be eligible to bid on posted job vacancies provided:

- a) They have completed the trial service period
- b) They have not successfully bid on a posted vacancy within the same job classification within the last six (6) months.
- c) An employee may be allowed to bid on additional shifts not conflicting with shifts bid in Section 3(b) of this Article. Successful additional bids also must comply with Section 3(b) of this Article.
- d) An employee must not have any corrective actions at the final written warning level and/or performance improvement plans implemented within the last six (6) months.

Any of these eligibility requirements may be waived, if it is to the mutual benefit of the person supported, the employee, and the management for them to do so with the exception of "On Call" positions. Under no circumstances shall the provisions of Section 3 prevent an employee from bidding on a new shift after completion of six (6) months in their current shift. In house bids as a result of a schedule reorganization shall not be subject to the six (6) month rule described above.

**Section 4. Selection.**

Of those qualified employees making application, the employee with the most seniority shall be awarded the job. Successful bids shall be followed by a one-hundred-sixty (160) hours- worked service period for direct support professionals and three-hundred-twenty (320) hours worked service period for Assistant Manager positions during which either the employee or the Employer may reverse the selection for valid reason. If the Employer or employee reverses the selection, the

employee shall be returned to their previous position or be allowed to bid on another position.

For bids that would result in a promotion and/or pay increase, OSLP has the right to determine whether or not an employee is qualified for the position through our standard interview process and a demonstrated ability to perform the job. All staff who bid on a promotion, who meet the minimum qualifications for the position, will be granted an interview.

#### **Section 5. Super-Seniority.**

Any employee whose regularly scheduled hours have been reduced by the Employer shall, for a period of thirty (30) days following that reduction, receive first priority in bidding on any job vacancy posting for which they meet the minimum qualifications. Such employee shall remain eligible to bid on other posted vacancies which the employee may find more desirable for the entire thirty (30) day period. If two (2) or more employees who are entitled to this priority bid on the same available shifts then seniority will prevail. If Section 5 of this Article conflicts with Section 6 of this Article the section most favorable to the affected employee(s) will prevail.

#### **Section 6. Schedule Reorganization.**

When the Employer determines there is a need to reorganize the schedule for significant changes impacting support staff at a site the Union shall be given notice. The Employer may consider alternative solutions proposed by Union members. Schedule reorganization shall:

- a) First offer/accept voluntary transfers or reductions of hours which will not be subject to Section 3(b) of this article;
- b) Create shift blocks that retain as many full-time and benefit-accruing positions as possible;
- c) Post the new shift blocks on the Personnel Openings list with a code denoting that in- house employees have first choice of hours. The blocks will be bid upon as per Section 2 of this Article and the bids awarded by seniority;
- d) Accommodate employees who lose hours by providing super- seniority as outlined in Section 5 of this Article.

#### **Section 7.**

If for any reason there is a sudden loss of funding due to a client no longer receiving services from the agency, the Employer may temporarily transfer an employee(s) to another program within OSLP in order to allow time for the process outlined in Section 6 of this Article to occur.

#### **Section 8.**

In case of involuntary appointments made by the Employer, every effort will be made to re- assign the employee to a shift that meets the mutual needs of the employee and Employer. In the event the employee is dissatisfied with the placement and wishes to bid on another opening, prior to the six (6) month eligibility requirement as outlined in Section 3 of the Article, she/he will submit a written request to the Executive Director for consideration. Such requests shall not be unreasonably denied.

#### **Section 9. Employment of Relatives**

Relatives of present employees may be hired, transferred, promoted or retained in any position for which they are qualified as ODLP as long as it does not create a conflict of interest. However, they are not entitled to preferential consideration.

A conflict of interest exists where one relative is in a position to exercise supervisory, appointment,

promotional, or other authority over another. It also exists if two family members work at the same house. For the purpose of this policy, “relatives” include spouse, child, stepchild, mother, step-mother, father, step-father, brother, sister, grandparent, grandchild, spouse’s parents, son-in-law, daughter-in-law, and fiancé/significant other. OSLP reserves the right to take appropriate remedial action, including transferring one family member to a different assignment, when a conflict is present.

## **ARTICLE 16: HOURS OF WORK, OVERTIME, PAYDAY**

### **Section 1. Pay Period and Payday.**

The normal pay period shall extend for two (2) calendar weeks commencing at 12:01 a.m. on Sunday and ending at 12:00 a.m. on the second Saturday thereafter. Payday shall be every other Friday. Changes will be made and announced in advance whenever holidays or office closings will interfere with the normal pay schedule. Employees shall be responsible for reporting their hours after every shift to reflect their hours worked in the time clock. Any necessary adjustments made to a time record after the time records have been turned into the payroll department shall be paid no later than three (3) business days after the correction is made.

### **Section 2. Draws.**

Employees shall be allowed draws in accordance with the following guidelines which are subject to change:

- All requests must be submitted in writing on the OSLP “Draw Request Form”.
- Draws may be requested for up to fifty percent (50%) of amount earned since the beginning of the pay period.
- Maximum of three (3) draws per fiscal year July 1-June 30.
- Draws may only be approved by the Executive Director or their designee.
- Draw requests submitted to the OSLP payroll department by 11:00 a.m. on Thursday of non-payday weeks will be ready to be picked up by 4:00 p.m. on that day.
- All draws are subject to the availability of funds.

### **Section 3.**

Overtime must have prior approval from the employee's supervisor. Overtime hours are any hours worked in excess of the forty (40) hours in a week. One and one-half (1½) regular straight time pay shall be paid for all hours worked that exceed forty (40) hours during that work week. Vacation and sick hours that occur during the week shall be included in calculating overtime. In no circumstance, however, shall overtime hours exceed thirty-two (32) hours in one pay period without prior authorization from the Executive Director or their designee.

### **Section 4.**

The Assistant Manager will serve in the relative capacity of Manager for up to two (2) weeks per twelve (12) month period. Prior to receiving this responsibility, a two (2) week notice will be given to the Assistant Manager.

The Assistant Manager may be required to serve in the relative capacity of Manager for up to an

additional two (2) weeks, per twelve (12) month period. Prior to receiving this responsibility, a four (4) weeks' notice will be given to the Assistant Manager whenever possible.

While serving in the relative capacity of Manager, the Assistant Manager is required to carry the page five (5) days on/two (2) days off, with pager pay being compensated for any additional days over the required five (5) days in the week.

Any "trading" of pager responsibility days must have mutual consent. Traded days will not be saved in a "bank" to be used at any time; the specific traded days must be agreed upon prior to the trade.

Previously approved days off/vacation requests submitted by the Assistant Manager will not be interrupted by a Manager's request for time off.

Any time spent in the relative capacity of Manager beyond the allotted four (4) weeks must have the consent of the Assistant Manager, except for short-term emergency situations lasting no longer than 24 hours. In the event that an Assistant Manager is going to be operating in the capacity of Manager for longer than four (4) weeks, both the Union and the Assistant Manager shall be given a two (2) week notice, and compensation will be bargained with the Union.

For the purpose of this Section, "serve in the relative capacity of Manager" includes but is not limited to providing direct support coverage, approving medication, and performing other duties normally performed by the Manager.

No Assistant Manager will have the right or responsibility to hire, fire, or discipline staff in any way. Additionally, it is understood that when operating in a Manager's absence, job and duty expectations shall be modified accordingly.

### **Section 5. Work Schedules.**

It shall be the intent of the Employer to assign employees a set schedule, if applicable. Newly created and vacated schedule assignments shall be filled according to the job vacancy provisions of this Agreement. Together, the Union and the Employer shall devise a transition that will maximize the number of set schedules per house. Any unfilled schedules shall be posted and bid upon according to the procedure defined in this Agreement. No employee shall be unilaterally removed from their currently scheduled shifts.

### **Section 6.**

Employees who are called in to work on a day they are not scheduled to work shall be guaranteed two (2) hours pay at their regular rate. Weekly or biweekly staff meetings are included in scheduled work hours. If a scheduled staff meeting is canceled with a minimum one (1) week notice, employees shall be given the opportunity to make up those hours within the week.

Employees not able to work due to illness or an emergency of themselves or immediate family as defined in Article 13, Leave of Absence, Section 3 of this Agreement, shall call in at least three (3) hours before their scheduled shift begins. However, the Employer recognizes that some situations do not allow for a three (3) hour notification. Requests for time off in such events shall be evaluated and/or approved on a case-by-case basis and shall be documented in the time clock.



## **Section 7.**

The Program Manager or their assistant shall post employees' schedules for a two (2) week period not later than Monday, 12:00 noon. This posting shall be one (1) week prior to the start of the work schedule. Employees shall be allowed to trade shifts only with the permission of the supervisor, on a shift to shift basis and provided overtime is not incurred. Trading shifts or requests for days off shall not be unreasonably denied when in accordance with this Agreement. Employees taking scheduled or unscheduled days off must utilize ETO if available. If an employee does not have any ETO, or wants unpaid time off, approval by the Executive Director is required. Once a schedule is posted the schedules shall not be changed without the affected employee's permission.

Anyone attempting to fill a shift where overtime may be incurred must gain prior approval from management or administration. Access to overtime shall be limited to sixteen (16) hours per pay period, or two (2) shifts, whichever is greater. In the event that no other employees accept available overtime within that pay period, the cap no longer applies. Employees will be responsible for tracking their own hours and informing whoever is attempting to get the shift filled what their status is relative to said cap.

In the event that all employees trained at the site have reached the cap, the system will restart from the top of the list with a double cap, and then a triple cap, etc. The employer shall be held financially harmless in the event that a bargaining unit member fails to follow appropriate procedures as outlined in this section. In no circumstance however shall overtime hours exceed thirty-two (32) hours in one pay period without prior authorization from the Executive Director or their designee.

## **Section 8. Relief Pool.**

Employees who have successfully bid on a "Relief" position at one or more houses shall be considered part of the Relief Pool. To remain active in the Relief Pool at any particular program the employee must be willing and able to accept a minimum of eight (8) hours of work in any two (2) consecutive pay periods within the employee's pre-declared hours of availability if it is offered with reasonable notice (at least two-and-one-half (2½) hours) at least two (2) documented times within the two (2) consecutive pay periods. Employees who do not meet this minimum or who do not respond to telephone messages offering relief work for two (2) or more consecutive pay periods shall be removed from the individual program's relief lists. Employees who do not accept relief work offered in three (3) consecutive pay periods pursuant to the above rules may be considered to have resigned without notice and their employment may be terminated.

## **Section 9. Relief Lists and On Call Staff.**

When a shift is vacant at a program, current regularly scheduled staff who work less than forty (40) hours per week shall be offered the opportunity to accept the shift by seniority. If the shift remains vacant, personnel identified on existing "relief lists" shall be called and offered the shift by seniority. If a shift is still vacant at a program, On Call Staff shall be called to fill relief shifts based on their site training first, and seniority second up to forty (40) hours per week.

On Call Staff have shall be trained at multiple agency sites to provide well-qualified, trained relief, as the need arises. On Call Staff shall work under the supervision of the On Call supervisor (aka, "relief coordinator"). It will be the responsibility of each program manager to report performance, conduct, and attendance issues to the On Call Supervisor for any On Call Staff working at their site.

Once On Call Staff have completed the two (2) required sets of core comps, they shall receive an hourly rate of one dollar and five cents (\$1.05) per hour higher than the Direct Support Professional wage. The On Call Supervisor and the Program Manager will assist the On Call Staff to accomplish their first set of core comps at the first (1<sup>st</sup>) house within one (1) month, and the second (2<sup>nd</sup>) set of core comps at the second house within an additional forty-five (45) days. On Call Staff cannot have set shifts and cannot work at any one (1) program exceeding one (1) month without mutual agreement between the parties.

Documentation used to verify and maintain a successful on call program will include the “relief call logs” (RCL) currently in use. Relief call logs will be turned in to the On Call Supervisor each Monday prior to payday. The On Call Supervisor will also verify time worked using the automated time clock system.

### **Section 10. Flex**

In recognition of unusual and demanding work schedules, employees may request to flex their schedules within the agency workweek. Approval for any such request must be given by Program Manager, or if they are unavailable the employee shall call up; and will not be unreasonably denied as long as doing so does not impact supports or coverage.

## **ARTICLE 17: GENERAL PROVISIONS**

### **Section 1.**

If this Agreement should be modified or amended in any respect during its term, such modifications and amendments as are made shall be set forth in writing and executed by the duly authorized agents of the Employer and the Union.

### **Section 2.**

The Employer shall not make any agreements, either verbal or written, with any employee covered by this Agreement that would conflict with the terms and conditions of this Agreement. Any such Agreements shall be null and void. Current practices of paid companions and trip contracting may be continued and shall not be seen as violating any terms of this Agreement provided that bargaining unit employees are covered by Workers' Compensation insurance in the execution of these contracts and that the contract does not result in the reduction of hours worked.

### **Section 3.**

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

### **Section 4.**

The Union shall provide an annual evaluation of the Employer that shall be given to the Executive Director and the Board of Directors of the facility.

### **Section 5. Birthday Bonus.**

The Employer shall provide a birthday bonus to employees of twenty-five dollars (\$25.00) via gift card. This bonus is taxable income that is reported as employee income.

**Section 6.**

The Employer shall make a reasonable attempt to give at least a twenty-four (24) hour notice to employees who are scheduled to work asleep overnight shifts, but due to program needs may not be allowed to sleep on the shift.

**Section 7.**

The Employer shall make a reasonable attempt to give at least a twenty-four (24) hour notice to employees who are designated to train new employees. The Employer shall also make a reasonable attempt to rotate training responsibilities among employees who work the shift.

**ARTICLE 18: UNION REPRESENTATION**

**Section 1.**

The Union may be represented by stewards for the purpose of receiving and investigating grievances and representing workers in disciplinary procedures. The Union agrees to furnish the Employer with a written list of stewards so designated. The Union shall maintain a minimum of two (2) active stewards.

**Section 2.**

The function of the stewards shall be:

- a) To present to the Employer any grievances arising under the terms and conditions of this Agreement, which have been requested by the employee(s).
- b) To investigate such grievances so that they can be properly presented to the Employer.
- c) To attend any meeting with representatives of the Employer when such meetings are necessary to present any such grievance.

**Section 3.**

The Employer agrees that the stewards shall be free to conduct their duties with the understanding that such duties will be conducted and will not interfere with normal operations or conduct of business. Union representatives shall have access to any OSLP worksite to conduct official business during regular OSLP business hours (8:30 a.m. – 5:00 p.m., Monday–Friday; excluding holidays and other closures for special events), with prior agreement of the HR Director. Access will not be unreasonably denied. The Union representative shall be accompanied by a member of management during these visits to ensure confidentiality. Once on site, Union representative and employee(s) may converse in private without a manager present. In the event the union representative needs to conduct union business with an employee who works outside of regular business hours, they shall initiate contact with that employee via secure- communications (Therap) so as not to disturb regular functions of the group home. During regular business hours, it shall be the responsibility of the union representative to communicate with an employee outside of the employee’s regular scheduled shift so as to not compromise the integrity of the employee’s work with clients. Employees on break shall have the right to contact a Union representative.

The Employer shall pay stewards when they perform their duties during their regularly scheduled working hours with the permission of a supervisor. When a steward at the request of an employee

or the Employer participates in a Weingarten or disciplinary meeting, she/he will be compensated at their regular rate of pay for actual hours in attendance. Every effort to not incur overtime will be made. Neither the steward nor the employee shall use Employer's vehicle unless OSLP business is also being performed. OSLP supplies shall not be removed for performing Union business.

**Section 4.**

The designated Union stewards and officers may be granted time off without pay for the purpose of attending Union functions. Requests shall be made in writing at least thirty (30) days in advance.

**ARTICLE 19: NO STRIKES, NO LOCKOUTS**

**Section 1.**

It is agreed by both parties that the services performed by the employees are services essential to the public health, safety, and welfare. The Employer therefore 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 nor any employee shall engage in a strike, stoppage of work, slow down, picketing, sympathy strike, refusal to cross any picket line set up at the Employer's premises or anywhere where the Employer is attempting to provide service to residents, or in any other actual or attempted interruption of work, except as provided in Article 34, Termination, Section 2 of this Agreement. 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 dismissal or a lesser discipline.

**Section 3.**

Employees shall not be compelled to cross any labor picket line in the course of the employee's duties. In the event that residents' activities may potentially require an employee to cross a labor picket line, the employee shall make a reasonable attempt to find another employee or administrator willing to do so. No members of the bargaining unit shall be disciplined for refusing to cross a labor picket line. In the event that residents' activities may require an employee to patronize a business that is listed on the latest AFL-CIO or Change to Win boycott list, the employee may make a reasonable attempt to find another employee or manager willing to do so. The Employer shall attempt to reasonably accommodate any employee who chooses to honor the AFL-CIO or Change to Win boycott list.

**ARTICLE 20: GRIEVANCE AND ARBITRATION**

**Section 1.**

A grievance is defined as any dispute concerning the application, or interpretation of the Agreement. All parties agree to make a good faith effort to resolve all grievances at the lowest level possible.

Grievances shall not be frivolous and shall be submitted on a grievance form and shall contain the articles alleged to have been violated, the specific reasons why the employee feels the articles were

violated, and the specific remedy(s) requested. An arbitrator may find any grievance that does not fulfill these standards invalid.

In the case of abuse or neglect, the Union may not begin the grievance procedure until a final determination is received from the Protective Services Investigation unit. Union representatives are also required to abide by the privacy requirements within HIPAA (Health Insurance Portability and Accountability Act) federal law.

Optional Pre-Grievance: Stewards may attempt to resolve workplace concerns with the Human Resources Director. If the steward utilizes this optional pre-grievance meeting, they shall have three (3) business days to resolve the issue prior to commencing the Step 1: Grievance timeline. If the steward is unavailable to do the Optional Pre-Grievance, or the problem was not resolved, then the steward may progress to Step 1: Grievance.

**Step 1:** The grievance shall be submitted in writing and the grievant(s) and the Union Steward shall meet with the Human Resources Director within ten (10) business days of the corrective action being delivered or the alleged contract violation. The Human Resources Director shall give their answer in writing within ten (10) business days of when the meeting occurred. If the grievance is not settled satisfactorily, then the Union may appeal the grievance in writing, both on paper and electronically via email, to the next step within five (5) business days of the unacceptable answer. Any grievance not presented to the Employer in writing within fourteen (14) business days of the CA being delivered or the alleged contract violation, shall be deemed waived by the parties.

**Step 2:** The grievant(s) and the Union Steward shall meet with the Executive Director or their designee within ten (10) business days of when the grievance was submitted at Step 2. The Executive Director or their designee shall give their answer in writing within five (5) business days of when the meeting occurred. If the grievance is not settled satisfactorily at Step 2 the Union may appeal the decision to Step 3 by submitting a written request for mediation to the Executive Director and the Union Organizer within ten (10) business days of receipt of the unacceptable answer.

**Step 3:** A mediator shall be chosen within ten (10) business days by mutual agreement of the parties. The expense and salary involved in the services of the mediator shall be borne equally by both parties. If the parties cannot come to agreement on a reasonable compromise the Union may appeal the grievance in writing to the next step.

**Step 4:** The grievance may be submitted to arbitration within ten (10) business days by written notice to the Employer. An arbitrator shall be appointed by the parties alternately striking names from a list of seven (7) arbitrators from a panel of Oregon and Washington resident arbitrators provided by the Federal Mediation and Conciliation Service. 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, or alter in any way, the provisions of the Agreement. Any decision within the jurisdiction of the arbitrator shall be final and binding upon the parties. The expense and salary involving the services of the arbitrator shall be borne equally by both parties.

## **Section 2.**

No step of the grievance procedure may be skipped except by mutual agreement of the parties. If either party fails to answer the grievance in writing within the time limits mentioned above, the grievance shall automatically advance to the next step. Any or all time limits specified in the grievance procedure may be waived by mutual consent of the grievant, the grievant's representative, and the Employer. Employees shall have the right to use Step 1 and 2 of the grievance procedure without Union Representation.

**Section 3.**

Members of the Board of Directors and individuals who may have direct knowledge of circumstances relating to the grievance may appear at the request of either party during any stage of the grievance procedure. Insofar as possible, the grievance meetings shall be scheduled well in advance and the date, time and place for these meetings shall be established by mutual agreement. Bargaining unit members who attend meetings during their regularly scheduled work hours shall be paid by the Employer.

**ARTICLE 21: EARNED BENEFITS**

**Section 1.**

Employees shall begin to accrue paid ETO benefits at the rate of 1 hour for every 30 hours worked upon hire.

Upon an employee's 91<sup>st</sup> day of employment, employees who work forty (40) hours per week shall earn paid ETO benefits per month based on seniority according to the following schedule:

10 hours per month	less than 2 years
12 hours per month	2 to 3 years
16 hours per month	4 to 6 years
17 hours per month	7 to 14 years
18 hours per month	15 years and above

Employees who work less than forty (40) hours per week shall accrue the above benefits on a pro-rated basis proportional to their actual hours worked. Employees' earned paid benefits may be used as vacation days and sick days.

Consistent with Oregon's mandatory sick leave law, the first 40 hours of ETO taken as "sick" time in any calendar year for any qualifying absence described in that law will be considered protected leave under the provisions of the law. Qualifying absences include ETO taken for the mental or physical health condition of the employee or the employee's family member, including both preventative health and any qualifying condition pursuant to the Oregon Family Leave Act ("OFLA") (even if the employee is not eligible for OFLA); and absences related to domestic violence, criminal harassment, sexual assault or stalking as allowed by law.

Employees shall be permitted to use ETO (earned paid benefits) for the purposes of sick time in fifteen minute increments. ETO utilized for foreseeable absences (e.g. vacation) that are not for a qualifying absence under the Oregon sick leave law may be used in one hour increments.

Employees who carry more than two-hundred-forty (240) hours of ETO at the end of the calendar year shall lose any hours above two-hundred-forty (240) not used. If a worker has made a good

faith effort to reduce ETO by the end of the year and circumstances have prevented timely scheduling of ETO, a mutually agreed upon extension not exceeding six (6) months or cash out not exceeding forty (40) hours shall be granted.

A regular employee shall be paid for all eligible benefits if a two (2) week written notice of resignation is given. Except in the case of a verifiable illness or emergency, or by mutual agreement with the Employer, employees shall not be permitted to use ETO after giving a written two (2) week notice of resignation.

If two (2) weeks written resignation notice is not given, the employee's accumulated benefits shall be donated to the SEIU Local 503, OPEU, OSLP Local 902 Good and Welfare Fund. Upon voluntary resignation of employment with two (2) weeks written notice, these benefits may be cashed out at the employee's current rate of pay up to a maximum of one-hundred- sixty (160) hours if seniority is between zero-to-four (0-4) years and two-hundred-forty (240) hours if seniority is more than four (4) years. Upon involuntary termination, ETO will be paid at the above cap except in cases of documented gross misconduct (for example, abuse, fraud or theft) no ETO shall be paid to the employee and it shall be donated to the Good and Welfare Fund except for the amount necessary to compensate OSLP for any losses.

### **Section 2. Personal Day.**

After one (1) year of employment each employee shall be eligible for two, eight (8) hour Personal Days. To qualify an employee must work 1040 hours in the previous 12 months. Personal day hours shall not carry over to the following year. A personal day shall be used for one day only and may not be divided into smaller hourly increments. Personal day hours shall not be counted toward overtime pay.

### **Section 3. Holidays.**

The following seven (7) paid holidays shall be recognized:

New Year's Day on January 1,  
Martin Luther King, Jr. Day on the third Monday in January,  
Memorial Day on the last Monday in May,  
Independence Day on July 4,  
Labor Day on the first Monday in September,  
Thanksgiving Day on the fourth Thursday in November, and  
Christmas Day on December 25.

Employees may request holidays up to one (1) year in advance. Requests made in advance will be posted online for fourteen (14) days prior to approval. If during this fourteen (14) day period, any other employee at the same program chooses to request the same days off, preference will be given to the employee with greater seniority. When there are multiple requests for Christmas, Thanksgiving, and New Year's, approvals will be rotated annually. If staff received one of these days off the previous year, they will be given lowest priority for the same day off in the current year. All requests for Holidays shall be made with at least fourteen (14) days' notice. Holiday requests shall not be unreasonably denied.

Upon completion of the Trial Service Period pursuant to Article 4, Trial Service Period, of this

Agreement and after one-hundred-eighty (180) days of continuous employment from their start date (whichever is greater), full-time employees are eligible for eight (8) hours of holiday pay. Full-time employees who are scheduled to work on a holiday, and choose to work, shall be paid double-time their regular rate of pay for all hours worked. If a full-time employee is scheduled to work a holiday and wants the day off, they shall submit a request on the online payroll system at least two (2) weeks prior to the holiday. In the event of a technology malfunction, a written request must be submitted to the supervisor. If the request is granted, the employee will receive eight (8) hours of holiday pay. If the request is denied and the employee is required to work a holiday (excluding Thanksgiving and Christmas), the employee shall be paid at one-and-one-half (1 ½) times their regular rate of pay for all hours worked in addition to eight (8) hours of pay at their regular rate. If a full-time employee is required to work on Thanksgiving or Christmas, the employee shall be paid double-time their regular rate of pay for all hours worked in addition to eight (8) hours holiday pay at their regular rate of pay. If an employee is denied based on having received the day off the previous year, as outlined in the Article, the employee will not be eligible for the additional eight (8) hours pay due to being denied. In addition, relief staff are not eligible for denial pay.

Employees who are designated as part-time or who have not completed the Trial Service Period pursuant to Article 4, Trial Service Period, of this Agreement, who work Christmas or Thanksgiving Day shall be paid at double time their regular rate of pay for all hours worked.

Part-time employees and employees who have not completed the Trial Service Period, who work the remaining holidays listed above shall be paid one-and-one-half (1½) times their regular rate of pay for all hours worked.

For any employee whose scheduled shift is more than eight (8) hours, and who received the holiday off, ETO will be required to cover all hours scheduled about the eight (8) hours of holiday pay.

#### **Section 4. Vacation Requests.**

Employees may request vacation days up to one (1) year in advance. Requests made in advance will be posted online for fourteen (14) days prior to approval. If during this fourteen (14) day period, any other employee at the same program chooses to request the same days off, preference will be given to the employee with greater seniority. Vacation requests made with less than one (1) month notice will be approved in the order received. All requests for vacation days shall be made with at least fourteen (14) days' notice. All Vacation Days shall be paid from the employees accrued ETO, and approvals are contingent on the employee having enough accrued ETO at the time of the vacation to cover the request. Vacation requests shall not be unreasonably denied.

#### **Section 5. Unpaid Time Off.**

All employees may request unpaid time off if they do not have ETO to cover a needed absence. Unpaid time off may only be approved by the Executive Director, Associate Director or their designee. Unpaid time off requests will be considered, in an equitable manner, as feasible, and in the order that they are received. If any other employee at the same program chooses to request the same days off, preference will be given to the employee with greater seniority and/or has accrued ETO. Unpaid time off will run concurrently with any approved OFLA/FMLA leave.

#### **Section 6. Good and Welfare Fund.**

The SEIU Local 503, OPEU, OSLP Local 902 Good and Welfare Fund will be maintained and



administered by the Union for employees on emergency sick leave with no accumulated benefits, jury duty for more than five (5) days, or other reasons deemed justifiable by the bargaining unit. Regular employees may voluntarily donate a portion of their accrued ETO for the benefit of coworkers. The Employer shall forward such donations by check to the SEIU Local 503, OPEU, OSLP Local 902 Good and Welfare Fund. These donations shall be confidential.

While the employee is receiving donated ETO, the Employer shall extend all benefits with the exception of ETO accrual for up to one-hundred-twenty (120) days. Trial service employees shall have access to donated leave.

**ARTICLE 22: EMPLOYEE PROTECTION (WHISTLEBLOWER) POLICY**

It is the intent of OSLP to adhere to all laws and regulations that apply to the agency and the underlying purpose of this policy is to support the agency’s goal of legal compliance. The support of all employees is necessary to achieve compliance with various laws and regulations.

OSLP will not retaliate against an employee who in good faith, has made a protest or raised a complaint against some practice of OSLP, or of another individual or entity with who OSLP has a business relationship, on the basis of a reasonable belief that the practice is in violation of law, or a clear mandate of public policy.

OSLP will not retaliate against employees who disclose to a supervisor or a public body, any activity, policy, or practice of OSLP that the employee reasonably believes is in violation of a law, or a rule, or regulation mandated pursuant to law or is in violation of a clear mandate or public policy concerning the health, safety, welfare, or protection of the environment.

**ARTICLE 23: WAGES**

**Section 1.**

Employees, on their anniversary date, shall be placed on the wage step based on their years of employment. The wage schedule is listed below. Anniversary date is the date an employee begins working for wages at OSLP. Employees shall be given a step increase each year on their anniversary date, until the employee reaches the top of the wage range.

<b>New Wage Scale Effective June 26, 2022</b>											
	<b>Hire</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>
<b>DSP</b>	17.66	18.16	18.56	18.86	19.16	19.41	19.66	19.91	20.16	20.41	20.66
<b>On-Call DSP</b>	18.71	19.21	19.61	19.91	20.21	20.46	20.71	20.96	21.21	21.46	21.71
<b>Asst. Manager</b>	19.12	19.61	19.99	20.28	20.56	20.80	21.03	21.27	21.50	21.74	21.97
<b>SLP Staff</b>	18.71	19.21	19.61	19.91	20.21	20.46	20.71	20.96	21.21	21.46	21.71

<b>SLP Asst. Manager</b>	20.12	20.61	20.99	21.27	21.56	21.80	22.03	22.27	22.50	22.74	22.97
<b>SLP Admin Asst.</b>	18.66	19.71	20.11	20.41	20.71	20.96	21.21	21.46	21.71	21.96	22.21

**Section 2. Longevity Bonus**

Employees who have worked at least one-thousand-forty (1040) hours (excluding hours accrued while supporting a client on a trip or vacation), in the twelve (12) months immediately preceding their anniversary date shall receive the following longevity bonus:

1. One-hundred dollars (\$100.00) upon completion of the trial service period;
2. Two-hundred-twenty-five dollars (\$225.00) on the second anniversary date of hire through the fourth anniversary date;
3. Two-hundred-fifty dollars (\$250.00) on the fifth anniversary date of hire through the sixth anniversary date;
4. Three-hundred-fifty dollars (\$350.00) on the seventh anniversary date of hire through the ninth anniversary date;
5. Five-hundred dollars (\$500.00) on the tenth anniversary date through the fourteenth anniversary date;
6. Seven-hundred-fifty dollars (\$750.00) on the fifteenth anniversary date and every year thereafter.

**Section 3. Call-Off Pay.**

If the Employer is unable, for one (1) hour or more, to replace an employee who calls off, the employee(s) who work the shift shall receive call-off pay. Call-off pay shall be \$7.75 per hour worked and shall be divided equally among the employees who worked the shift at the affected worksite.

The following criteria shall apply to call-off pay:

- a) The Employer shall make a good faith effort to replace employees who call off.
- b) Call-off pay will only be paid if the situation meets the criteria set for each individual worksite and only if the employee has obtained prior approval from their manager or director.
- c) Call-off pay earned in any pay period will be included on the paycheck for the next following pay period to allow administrative staff time to review call-off paysheets.
- d) The Labor/Management Committee shall establish criteria specific to each worksite which will be used to determine when call-off pay is justified. Worksite-specific criteria shall be reviewed by the LMC if requested by the employees at any specific worksite.
- e) If unable to replace an employee who has called off, the manager at the affected worksite and/or the on-call administrative staff shall have the right to work the shift before approving call-off or overtime.

- f) Employees who have, at a minimum, completed Level 1-B of the prior-to-working- unassisted core competencies shall be considered a valid replacement for employees who call off.
- g) Call-off pay shall only be granted to employees who are affected by a shift vacancy lasting for one (1) hour or more.

**Section 4. Shift Differential.**

Employees working awake overnight shifts between the hours of 12 midnight and 6:00 a.m. shall receive an additional fifty cents (\$.50) per hour shift differential.

**Section 5. Work-out-of-classification.**

The Employer may temporarily assign an employee to a higher pay classification as listed in Section 1 of this Article for a limited time period, if the duties the employee is asked to perform are not part of their current job description. Such assignments will be offered to employees by management, and the employee may choose whether or not to accept except where outlined in Article 16 Section 4. If an employee agrees to work-out-of class, such assignments shall only be made by the Executive Director and the employee will be compensated as follows:

- “Direct support” employees temporarily assigned to the “Assistant Manager” pay classification shall be compensated at the same wage step the employee holds within their current classification but at the rate of the higher pay classification.

Assignments to work-out-of-classification shall not be made in a manner which will subvert or circumvent the Employer from providing work to existing regularly scheduled bargaining unit employees.

**Section 6. New Job Classifications.**

In the event that new job classifications are established by the Employer during the term of this Agreement and such jobs shall be reasonably filled by bargaining unit employees, the classification rate shall be negotiated with the Union, such jobs posted for bid, and the classification included in the bargaining unit. If the parties fail to reach agreement on the wage rate, the matter shall be submitted at Step 3 of Article 20, Grievance and Arbitration, of this Agreement.

**ARTICLE 24: HEALTHCARE BENEFITS**

On the first day of the month after sixty (60) days of continuous employment from the start date of employment, employees who maintain an average of thirty (30) hours per week will be eligible to receive health care benefits for the purpose of this Article. If hours drop below thirty (30) hours per week, during their stability period, benefits may be lost.

The Employer will offer two (2) health insurance plan options to all OSLP employees:

Option 1: Employees may enroll in the Premium OSLP health insurance plan with a monthly contribution of 5.5% of OSLPs cost, and OSLP will pay 94.5% per month toward the monthly insurance premium cost. This cost share is paid through a pre-tax payroll deduction.

Option 2: Employees may enroll in a second plan option with lower coverage levels and

higher out-of-pocket costs for accessing services under the plan. Employees who choose this option will not be responsible for a monthly premium contribution.

The Employer shall continue to provide short-term disability benefits at no cost to the employee for qualified employees. Employees shall be offered an optional vision plan payable by pre-tax payroll deductions. The Employer shall continue to provide dental benefits, however, employees will be required to enroll and pay fifty percent (50%) of the premium through pre-tax payroll deductions. If proof of other dental coverage is provided, employees may waive dental insurance. Spouse and dependent coverage shall be the responsibility of the employee.

If there is a significant change in the plan design, plan choice or an increase in the cost of the employees monthly contribution towards the premium health care plan that exceeds forty (\$40.00) dollars monthly both the Union and the Employer agree to meet prior to open enrollment to negotiate over the potential changes in the health insurance plan including the employee monthly premium share amount.

It shall not be the intent of the Employer to purposefully create shift blocks which shall limit employees' access to insurance benefits.

**Wellness Committee.** The employer agrees to convene a wellness committee that includes one (1) Union bargaining team member, one (1) bargaining unit member appointed by the Union, and any volunteers who wish to participate in the committee's work. The committee will meet once per month unless mutually agreed otherwise. The purpose of the committee will be to continue to explore joint efforts to reduce healthcare costs.

## **ARTICLE 25: CONTRACTING OUT**

The Employer shall not contract out bargaining unit work during the term of this Agreement without a written agreement with the Union that outlines the need, purpose, and duration of the positions.

## **ARTICLE 26: NEUTRAL ZONE**

An employee or employees who are experiencing job-related stress may temporarily remove themselves from the worksite for up to fifteen (15) minutes if coverage is available and agreed upon. If the employee(s) conducts themselves in a professional manner, no disciplinary action will result or be taken. If an employee finds that they must avail themselves of this option on more than an occasional basis they may be referred to the Employment Assistance Program (EAP).

## **ARTICLE 27: SUCCESSORSHIP**

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

make all employees and the Union whole by any and all means possible, including the payment of actual and prospective lost wages and benefits, dues, and compensatory damages.

## **ARTICLE 28: SAVING CLAUSE**

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

## **ARTICLE 29: BREAKS**

When it does not endanger the health or safety of the residents, employees shall be entitled to one (1) ten (10) minute paid rest period for each four (4) hour work period. Each employee's break time shall be prescheduled or agreed upon with co-workers at the site so as to ensure that adequate coverage is maintained. If an employee is called back to work during their break the employee shall be entitled to receive the remainder of the break time later in the shift. Break time shall not be postponed for the purpose of ending the work shift early.

## **ARTICLE 30: EMPLOYEE FILES**

### **Section 1.**

Any employee may have disciplinary documentation over two (2) years old removed from their personnel file. If they have not been removed, the discipline shall be rendered inert provided that there are no subsequent related disciplinary actions within that two (2) year period. Earlier removal shall be permitted when requested by an employee and approved by OSLP.

### **Section 2.**

At the employee's discretion, written rebuttals, explanations, and contradicting evidence shall be directly attached to the discipline in the file. Neither the discipline nor the document of discipline may be used independently of the attached rebuttal. A rebuttal may be attached to any discipline placed in an employee's file within thirty (30) days of the date of the discipline.

### **Section 3.**

Upon written request, each employee or their Union representative as authorized by the employee in writing, shall have the right to review their personnel file within one (1) business day during normal office hours. The Employer reserves the right to have another employee present when an employee or former employee requests to see their personnel file in accordance with Oregon law. The employee or their Union representative may request copies of any information in the personnel file. The first ten (10) pages will be provided at no cost, thereafter, at a cost of twenty-five cents (\$.25) per page payable to OSLP.

### **Section 4.**

It shall be the employee's responsibility to keep the Employer apprised of their current mailing

address and telephone number and to notify the Employer in writing within two (2) weeks of any change(s). The Union will be notified of mailings from the Employer that require a timely response from the employee or may have an effect on the employee's wages, benefits, or working conditions by notification in Agency Software (i.e. Therap) . Mailings to the employee's address of record will be presumed to have been received by the employee and the Employer will be held harmless in the event that the employee fails to update their address information.

## **ARTICLE 31: ON-CALL PHONE PAY AND MILEAGE REIMBURSEMENT**

### **Section 1 On-Call Phone Pay.**

Employees who carry the house on-call phone shall be paid twenty-four dollars (\$24.00) per twenty-four (24) hour period. Any other time the on-call phone is carried prior to, or beyond, a twenty-four (24) hour increment shall be paid on a pro-rated basis. If the employee is required to work, or is working their regular hours, while carrying the on-call phone, they shall receive pager pay in addition to their regular pay and any other applicable pay or benefits.

When the Employer decides the on-call phone is to be made available, it shall be bid upon by seniority among all employees trained at the site who are qualified to carry the on-call phone. The employee with the highest seniority shall have the first right to, or refusal of, the on-call phone responsibility, after the assistant manager.

Any Assistant Manager required to carry the on-call phone beyond their two (2) day per week responsibility shall be paid by the same standards as other employees at the site, and the responsibility subject to the same seniority process as Section 2 of this Article.

Site-specific On-Call Phone Guidelines and Responsibilities shall be posted at each site and reviewed prior to any employee accepting the on-call phone. The guidelines shall be approved by the Labor/Management Committee prior to being posted or before any change or alteration is made.

### **Section 2 Mileage Reimbursement.**

Employees required to use their personal vehicle for agency business shall be reimbursed for mileage at the IRS Standard Mileage Rate. Mileage requests will only be approved when an agency vehicle is not available for use within the program.

## **ARTICLE 32: EMPLOYEE RIGHT TO PRIVACY AND CONSCIENCE**

### **Section 1. Privacy and Conscience**

Neither the Employer nor the Union shall impose nor lobby for personnel policies or practices requiring drug testing, except where explicitly required by law, OAR, or existing agency policy.

The Employer shall not attempt to prohibit, monitor, control, investigate, or impose discipline for any private conduct of any employee, including the use of drugs and alcohol during the employee's non-work time, except to the extent that reasonable grounds exist to believe that such use actually interferes with the employee's performance.

## **Section 2. Drug Testing.**

Prior to requiring an employee to submit to a drug or alcohol test, the Employer shall state the reasonable suspicion that exists to believe that the employee is impaired during work time. 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 the 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) physical evidence of substance use, manufacture, possession, sale or delivery during work time or on the Employer's property; (4) the occurrence of any motor vehicle accident or accident in violation of established safety rules, security policies, or other operating procedures, for which there is no apparent or otherwise known reason; (5) unexplained shortages of medication prescribed to supported individuals when the employee had reasonable opportunity and access to the medication during the period of time when the medication became missing; and/or (6) fights or assaults, or erratic and/or violent behavior for which there is no apparent or otherwise known reason.

Prior to administering a drug test, the Employer shall notify the Union and the Employee of the nature and reason of the test, and the Employer shall also notify the employee of their right to have a designated Union Steward accompany them to the drug testing facility designated by OSLP. It is the responsibility of the employee to contact their Union Steward, and they must be able to schedule time to meet at the drug testing facility before the end of the business day. If a union steward is unavailable, the timeline of the drug test will not be impeded. If the drug testing facility is closed or the mobile drug testing unit is unavailable, the employee shall report to the drug testing facility on their next open business day. Union Stewards shall not unreasonably be denied steward release time.

The facility for confirmation testing must meet all standards for laboratory performance, and they must employ certified Medical Technologists and Technicians. The Employer shall provide the Union the testing facilities' names and addresses.

In the event a suspicious substance is found at a worksite, the Employer shall document with photographs the unknown substance. The photographs will be contextual as well as proximate. These photographs shall be given to the steward prior to any investigatory or disciplinary meeting. The Employer shall also keep a signed record of the discovery including the signatures of all involved parties as well as signed disposal record.

The Employer may offer an opportunity for treatment and may offer a second chance to return to work to any employee who has violated an agency drug and alcohol policy.

All provisions of this Article and disciplinary actions resulting from drug or alcohol tests remain subject to Article 20 (Grievance and Arbitration) and Article 11 (Discipline and Discharge) of this Agreement.

## **ARTICLE 33: TERM OF AGREEMENT**

**Section 1.**

This Agreement shall become effective upon ratification by the parties and expire on September 30, 2024, except as described in Sections 3 and 4, below, and where specifically stated otherwise in this Agreement.

**Section 2.**

The Union shall give notice in writing to the Employer within ninety (90) to one-hundred-and-twenty (120) days of the expiration of this Agreement, of its intent to negotiate a renewal Agreement. The parties agree to meet within thirty (30) days of the Union's notice to begin to negotiate the renewal Agreement.

**Section 3.**

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

Healthcare Reopener. Oregon Senate Bill 800, known as the Oregon Essential Workforce Health Care Program, created an ongoing investment in the development and implementation of a healthcare trust for Medicaid funded employers. The healthcare trust is expected to launch insurance plans by the fall of 2022. The Parties agree to explore the opportunity to provide health insurance through the trust in early 2023. If the Parties agree to join the trust they shall renegotiate Article 24 of this agreement and shall bargain over how to utilize any savings.

Any time OSLP receives an increase or decrease in funding from the Oregon Legislature or Governor, either party may request a limited reopener to discuss wages and benefits. That request shall not be unreasonably denied.



**FOR THE SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 503, OPEU:**

Shaun Notdurft

Shaun Notdurft (Nov 29, 2022 14:22 PST)

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Shaun Notdurft, Bargaining Team

Mykal Bruno

Mykal Bruno (Dec 1, 2022 07:28 PST)

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Mykal Bruno, Bargaining Team

Rylan Anderson

Rylan Anderson (Dec 3, 2022 19:40 PST)

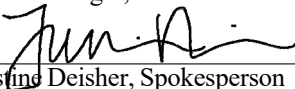
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Rylan Anderson, Bargaining Team



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Melissa Unger, Executive Director SEIU Local 503



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Justin Deisher, Spokesperson  
SEIU Local 503

**FOR OREGON SUPPORTED LIVING PROGRAM:**

Jesse Belcher

Jesse Belcher (Nov 29, 2022 12:21 PST)

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Jesse Belcher,  
Executive Director

Don Prentice

Don Prentice (Dec 5, 2022 09:37 PST)

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Don Prentice,  
Associate Director

Tiffany Ebaniz

Tiffany Ebaniz (Nov 29, 2022 12:04 PST)

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Tiffany Ebaniz,  
Quality Assurance Director

## APPENDIX

### ***Weingarten Rights***

A worker who is called into a discussion by a supervisor that could in any way lead to discipline, termination or have any effect on personal working conditions is entitled to Union representation, and shall not be mandated to participate in the discussion without a Union representative available.

### ***Just Cause***

The principles of just cause are a recognized legal standard for the Employer to follow in any disciplinary action. Elements of just cause include forewarning, reasonable rule or policy, fair and objective investigation, evidence of guilt, and evenhanded application proportionate to the offense.

### ***Letter of Agreement (LOA)***

A letter showing the details of a formal agreement.

### ***Steward***

A person elected by workers, for example in a factory, to represent them in dealings with management.

### ***Labor Management Committee (LMC)***

To investigate, study and discuss possible solutions to mutual problems affecting labor-management relations.

### ***NLRB***

The National Labor Relations Board (NLRB) is an independent agency of the federal government of the United States with responsibilities for enforcing U.S. labor law in relation to collective bargaining and unfair labor practices.

### ***Progressive Discipline***

An employee disciplinary system that provides a graduated range of responses to employee performance or conduct problems. Disciplinary measures range from mild to severe, depending on the nature and frequency of the problem.