

**COLLECTIVE BARGAINING
AGREEMENT**

2019-2022

Between

**THE CHILD CENTER
Springfield, Oregon**

And

**SEIU LOCAL 503, OPEU
Eugene, Oregon**

Contract expires December 31, 2022

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COLLECTIVE BARGAINING AGREEMENT

This Agreement is made and entered into between The Child Center located at 3995 Marcola Road, Springfield, OR 97477 (hereinafter called the Employer, Agency or Center), and SEIU Local 503, Oregon Public Employees Union with its offices at 488 E. 11th Avenue, Suite B-100, Eugene, OR 97401 (hereinafter referred to as the Union), acting herein on behalf of the Employees of said Employer as hereinafter defined, now employed and hereinafter to be employed and collectively designated as the Employees.

WITNESSTH

Whereas, the Employer recognizes the Union as the collective bargaining representative for Employees covered by this 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 clients of the Employer as well as of its Employees and to minimize interruptions and interferences with services to clients and to set forth herein their Agreement concerning rates of pay, hours of work, benefits, and conditions of employment;

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

ARTICLE 1 - UNION RECOGNITION

Section 1.1. The Employer recognizes the Union as the exclusive collective bargaining agent, as follows:

All employees, including variable hour employees who work more than six (6) months, employed by the Employer at its Springfield, OR, Bend, OR and all satellite facilities; excluding managers, confidential employees, variable hour, temporary employees who work less than six (6) months, and guards and supervisors as defined by the National Labor Relations Act.

Section 1.2. 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 - MANAGEMENT RIGHTS

- (a) Except as otherwise specifically limited by the terms of the Agreement, the Center retains all the customary, usual and exclusive rights, decision making, prerogatives, functions and authority connected with or in any way incident to its responsibility to manage the affairs of the Center or any part of it.
- (b) Without limitation, but by way of illustration, the exclusive prerogatives, functions and rights of the Center shall include the following:
 - 1. To determine the services to be rendered to students and/or clients and to determine which clients are to be served.

2. To determine and to follow the Center's financial, budgetary and accounting procedures.
3. To direct and supervise all operations, functions and policies of the department or section in which the employees in the bargaining unit are employed.
4. To close or liquidate any office, branch, operations or facility or combination of facilities, or to relocate, reorganize or combine the work of divisions, offices, branches, operations or facilities as may be determined by the Center.
5. To manage and direct the work force, including but not limited to, the right to determine the methods, processes and manner of performing work; the right to set the standards for and to determine who should be hired, promoted and retained; the right to purchase, dispose of and assign equipment or supplies.
6. To determine the need for a reduction or an increase in the work force.
7. To establish, revise and implement standards for hiring, classification, promotion, quality of work, educational standards, methods of instruction and/or treatment, safety, materials and equipment.
8. To implement new and to revise or discard, wholly or in part, old methods, new technology, procedures, materials, equipment, educational materials, facilities and standards.
9. To assign shifts, workdays, hours of work, meal and break times and work locations.
10. To designate and to assign all work duties including the right to determine and to change from time to time the portion of the assigned work day that is to be devoted to instruction and/or treatment or other direct student contact, preparation for instruction and/or treatment and other assigned activities.
11. To determine the need for and the qualifications of new employees, transfers and promotions.
12. To determine the need for additional educational courses, training programs, on-the-job training and cross-training and to assign employees to such duties for such periods to be determined by the Center.

ARTICLE 3 - STRIKES AND LOCKOUTS

Section 3.1 No Strike. The Union and its members, as individuals or as a group, will not initiate, cause, permit or participate or join in any strike, work stoppage, slow down, picketing or any other restriction of work during the term of this Agreement.

In the event of a strike, work stoppage, slow down, picketing, observance of a picket line or other restriction of work, either on the basis of individual choice or collected employee conduct, the Union will immediately upon notification attempt to secure an immediate and orderly return to work. This obligation and the obligations set forth above shall not be affected or limited by the subject matter involved in the dispute giving rise to the stoppage or by whether such subject matter is or is not subject

to the grievance provisions of this Agreement.

Section 3.2 No Lockout. The Center agrees that during the term of the Agreement, it shall not cause nor permit any lock out of the employees from their work.

Section 3.3 Solidarity. Bargaining unit employees may participate in picket lines and other actions initiated by other unions on their own time, so long as doing so does not interfere with the employees' regularly assigned work duties.

ARTICLE 4 - CONTRACTING AND SUBCONTRACTING OF WORK

Notwithstanding the provisions of National Labor Relations Act, the Union recognizes that the Center shall have the right to make and implement decisions relative to the contracting and subcontracting of work as it may determine; however, before the Center may contract or subcontract out any Child Center work the Center shall first negotiate the impact of such contracting with the Union.

ARTICLE 5 - UNION SECURITY AND CHECKOFF

Section 1. Membership Requirements. Not later than the thirty-first (31st) day following the beginning of employment, or the effective date of this Agreement, whichever is later, every employee subject to the terms of this Agreement shall, as a condition of employment, become and remain a member of the Union, paying the periodic dues uniformly required, or in the alternative shall, as a condition of employment, pay a fee in the amount equal to the periodic dues uniformly required as a condition of acquiring or retaining membership.

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.

Any written, electronic or recorded oral dues deduction authorization submitted that contain the following provision will cease only upon compliance by the employee with the stated conditions as follows:

This authorization is irrevocable for a period of one year from the date of execution and from year to year thereafter unless not less than thirty (30) and not more than forty-five (45) days prior to the end of the annual period or the termination of the contract between my employer and the Union, whichever occurs first, I notify the Union and my employer in writing, with my valid signature, of my desire to revoke this authorization.

Section 3. Remittance of Payment. All monies deducted as provided above shall be paid by the Employer to the Union together with a list of names of members and a list of names of fee payers for

whom dues/service fees have been deducted not later than the fifteenth (15th) day of the month following that in which the deductions are made by the Employer. The Employer shall not be liable by reason of the requirements of this Section for the remittance or payment of any sums other than that constituting actual deductions made from employee wages earned.

Section 4. Indemnification. The Union agrees to indemnify, defend, and hold the Employer harmless against any and all claims, suits or other forms of liability for any actions taken pursuant to the provisions of this Article. 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 an encrypted electronic report monthly to the Union with a list showing first and last name, address, phone number (if public), social security number, fee paying or member status, hours of work, hire date, classification, site location, and wage rate of all employees. The Employer shall also provide monthly to the Union a list of all new hires, terminations, resignations, retirements, and leaves of absence.

The Union shall indemnify and hold the Employer harmless against claims, demands, suits, or other forms of liability which may arise out of action taken by the Employer for the purpose of complying with the provisions of this Article.

ARTICLE 6 - UNION RIGHTS

Section 6.1 Union Representation.

- (a) The Union may be represented by stewards for the purpose of receiving, filing, and investigating grievances and representing workers in disciplinary procedures and grievance meetings. The Union agrees to furnish the Employer with a written list of stewards so designated with any change in the list, which may be made from time to time.
- (b) 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 of the Child Center. Stewards will be paid when they perform their duties during working hours.
- (c) The designated Union stewards and officers or their designee may be granted up to two (2) unpaid work days off each year of the contract for the purposes of attending Union activities. Accrued leave, comp, or exchange time may be used to cover the days when available. Requests shall be made in writing at least thirty (30) days in advance.

Section 6.2 Member Engagement. The Employer will provide a two-foot by three-foot bulletin board at each Center facility space in the staff lounge or a three-ring binder at each satellite site as space allows, 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.

Section 6.3 Labor Management Committee.

- (a) At least once per quarter the Employer's Executive Officer, and three (3) supervisory employees they choose, shall meet with four (4) bargaining unit employees appointed by the Union, in a Labor/Management Committee. If the meeting occurs during working hours of employees, the Employer will pay such employees. The Executive Officer and others they select shall meet with

the Labor/Management Committee for a reasonable time to listen to the suggestions of that committee on matters concerning:

- health and safety;
 - client care;
 - staffing;
 - employee relations;
 - quality assurance.
- (b) Suggestions presented will be discussed and the Executive Officer will make an effort to implement suggestions that have merit. The minutes of the Labor/Management Committee meetings will be presented by the Agency Executive Director at the next scheduled Board of Directors meeting.
- (c) Training for Labor/Management Committee members will be provided as needed as defined by the Committee. The topics and presenters will be chosen by mutual agreement of the members of the Committee and will focus on shared decision-making and problem-solving.

Section 6.4 Organizer Access.

- (a) The Union organizer(s) will have reasonable access to the Center with notice to the Employer's Executive Director or designee for the purpose of administering the Agreement in non-client areas, including conference room, lobby or staff lounge when clients are not present.
- (b) The bargaining unit by prior arrangement may have access to the use of the Center for bargaining unit activities during non-work time.

Section 6.5 New Employees.

- (a) The Employer will provide a listing of new employees who are hired by The Center to the Union Stewards within thirty (30) days of their hire.
- (b) Within thirty (30) days of hire, the Employer shall provide between thirty (30) to sixty (60) minutes of paid time, depending on the number of participants, to new employees and a Union representative for a Union Orientation during their new hire orientation.

Section 6.6 Reorganization.

- (a) The Union shall be advised of any organizational changes which may affect an employees' pay or classification. The Center shall notify The Union of any newly proposed positions or programs within the bargaining unit.
- (b) The changes shall be submitted in writing to the Local 904 Union officers (President, Vice President, and Secretary/Treasurer) and the SEIU Local 503, OPEU Eugene Field Office to provide an opportunity to review and comment on the classification placement and/or the structural pay changes. If the additions substantially revise the specifications, parties shall negotiate the classification and salary range for newly created positions. The Child Center may fill the positions on a provisional basis while negotiations are in progress with the understanding that any agreement subsequently reached will be applied retro actively.

Section 6.7 Lobby Day. With approval from a supervisor, employees will be granted one additional paid

day per year to speak with legislators during the legislative session at the Oregon State Capitol.

ARTICLE 7 - UNION REPRESENTATION

Section 7.1. The Union may be represented by stewards for the purpose of receiving, filing, and investigating grievances and representing workers in disciplinary procedures and grievance meetings. The Union agrees to furnish the Employer with a written list of stewards so designated with any change in the list, which may be made from time to time.

Section 7.2. 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 of the Child Center. Stewards will be paid when they perform their duties during working hours.

Section 7.3. The designated Union stewards and officers may be granted up to two (2) unpaid work days off each year of the contract for the purposes of attending Union educational programs. Accrued leave, comp, or exchange time may be used to cover the days when available. Requests shall be made in writing at least thirty (30) days in advance.

ARTICLE 8 - NON-DISCRIMINATION

Section 8.1 Discrimination Covered By Law. It is the policy of the Employer and the Union not to engage in unlawful discrimination against any employee because of race, color, marital status, religion, sex, national origin, age, mental or physical disability, or any other protected class under State or Federal law. Neither will the Employer discriminate based on gender identity or sexual orientation. To this end, the Parties further agree to apply the provisions of this Agreement equally to all employees in the bargaining unit without regard to their status in any of the categories specified above and to support application of federal and state laws and regulations, where applicable.

Section 8.2 Sexual Harassment. Sexual harassment is considered a form of sex discrimination. No employee shall be subjected to sexual harassment by the Employer, Union, or other bargaining unit members. Unwelcome sexual advances, requests for sexual favors, and other deliberate or repeated unsolicited verbal or physical conduct of a sexual nature constitutes sexual harassment when:

- (a) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- (b) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- (c) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Section 8.3 Grieving Discrimination. In recognition of the fact that unlawful discrimination is protected by federal and/or state law, however it is agreed that a claim of a violation of Section 1 may be processed through Steps 1 and 2 of the grievance procedure, but shall not be processed to Step 3 arbitration, or otherwise serve as the basis of a claim of a violation of the Agreement. Nothing in this

Article shall preclude an employee from filing a charge of discrimination with the Bureau of Labor and Industries at any time.

Section 8.4 Discrimination Not Covered By Law. Neither will the Employer or the Union discriminate based on political activity. Notwithstanding any city or county ordinances regarding discriminatory hiring practices, grievances concerning alleged discrimination on account of political activity will be processed through all the steps of Article 26 – Grievance/Arbitration.

ARTICLE 9 – SENIORITY

Section 9.1 Definition. Seniority is defined as an employee's length of service in a regular position (not substitute or temporary) with the Center, since their most recent date of hire. A temporary employee who is appointed to a regular position in the same classification and without a break in service shall have the period of such temporary service added to their seniority upon successful completion of the probationary period.

Section 9.2 Seniority Lists. The Employer will post, on Union bulletin boards, 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 posted. Employees who disagree with the date posted may file a grievance to correct or verify their seniority date. Such grievances must be filed within twenty (20) days after the lists are posted.

Section 9.3 Seniority Accrual. An employee shall accrue seniority during their continuous employment at the Center, during an authorized leave of absence and during layoff or sick leave.

Section 9.4 Re-employment. If an employee voluntarily separates from the Center in good standing and is re-employed within one (1) year, all seniority credited as of the time of separation shall be reinstated. The decision to reemploy shall be at the sole discretion of the Center and the former employee must meet the minimum qualifications and must make written application.

ARTICLE 10 - LAYOFF AND RECALL

Section 10.1 Layoff. When a decision has been made to reduce the workforce by other than attrition, the following procedure will be utilized:

- (a) An opportunity for voluntary layoffs within the program(s) and classification(s) that is slated for reduction will be offered first.
- (b) Any temporary employees who are employed within the classification(s) that are slated for reduction shall be terminated next.
- (c) Any probationary employees within the classification(s) that are slated for reduction shall be terminated next.
- (d) If additional reductions are required, non-probationary employees within the classification(s) that are slated for reduction shall be laid off next in order of their seniority, with the least senior employee to be laid off first. For purposes of this Article, employees who work in an outpatient

assignment, including Outpatient and IOSS Unit, shall not be considered to work in the same classification as employees who work in IOSS day treatment programs.

- (e) Employees who are laid off shall have the right but shall not be required to displace another employee with less seniority, at the same or at a lower pay range, if the Center determines that they are qualified to perform the job. Employees who elect demotion will be placed on the salary schedule in the pay range appropriate to the position and at the same step as the position held prior to layoff. Employees who elect demotion in lieu of layoff will be eligible for recall to the classification held prior to the layoff on the same basis as employees who were laid off.
- (f) Any employee who is to be laid off shall be given thirty (30) days advance notice of the layoff or the equivalent of thirty (30) days of the employee's regular salary as severance pay.
- (g) Upon termination, a laid off employee shall receive a cash payment of any unused vacation.
- (h) If extra duties are added to an assignment due to staff reductions, layoffs, or budget restrictions they shall be added on a voluntary basis and the nature and duration of these duties shall be put in writing and signed by the employee.
- (i) In cases where an employee has accepted additional duties outside of the scope of their job classifications because of staff reduction, layoffs or budget reductions, those duties will be removed when the position is restored.

Section 10.2 Recall. Employees will be recalled in the reverse order of their layoff until the desired number of employees are recalled. No new employees will be hired into a given classification until all employees who have the right to recall to that classification have had an opportunity to return to work. It is understood that the Employer will follow this recall procedure only so long as the employees to be recalled remain qualified to perform the work in their classification.

In order to maintain this right to recall, an employee must maintain a current address with the Center. Laid off employees shall be notified of recall and shall have forty-eight (48) hours from the time of direct one-on- notification in which to inform the Center of return to work, except in cases of an emergency which could affect the time requirements contained in this Section, and an additional five (5) working days from there in which to report to work. An earlier reporting day may, by mutual agreement, be arranged. An employee who fails to respond to a notice of recall or who declines a recall offer to the classification held prior to the layoff shall forfeit all reemployment rights. All recall rights shall terminate twelve (12) months from the date of layoff.

ARTICLE 11 - IN-SERVICE/ MANDATORY MEETINGS/TRAINING AND PROFESSIONAL DEVELOPMENT

Section 11.1 In-Service. In-service education for employees shall normally be conducted during their regularly scheduled hours. If the training does not occur during scheduled work hours, the Employer will pay non-exempt employees their regular rate of pay during the training and exempt employees will receive exchange time.

Section 11.2 Mandatory Meetings. Employees will normally be given one week’s notice of mandatory meetings. Non-exempt employees who are required to meet at a time that does not fall within their regularly scheduled work hours shall have their shift extended to encompass the required time or, if less, will be paid a two (2) hour minimum for attending the meeting. Exempt employees will receive a minimum of two (2) hours exchange time for attending mandatory meetings on a non-scheduled work day.

Section 11.3 Mandatory Training. The Employer will pay for any mandatory training, including restraint training, CPR and first aid training, blood borne pathogens training and training for the treatment of severe allergic reactions. Employees who are unable to attend mandatory training due to an emergency will be provided training at no cost. Any other training that is missed will be made up on the employee's own time and at their own expense.

Section 11.4 Professional Development, Training and Licensure. Each employee is eligible for professional development funds each fiscal year, to be disbursed by the Staff Development Committee consistent with Agency and committee policies. The Staff Development Committee shall include at least two (2) representatives appointed by the Union, and meetings shall be scheduled during times when at least one (1) Union representative is available to attend. Professional development funds may be used for conferences, workshops, or other training related to employment at The Child Center.

In addition, employees who remain employed with The Child Center for more than six (6) months will have a process available to them to apply for financial aid to help in paying for licensing supervision. These funds cannot be used for paying to maintain licensure.

Employees will submit a “Financial Assistance” application (Appendix E) to the Staff Development Committee for review and recommendation for financial assistance, which then go to the Executive Director for final approval. A written response to a request for financial assistance will be made within thirty (30) days of the application. Approval will be made on the basis of funds available, relevancy of license and cost of supervision.

An employment agreement, with regards to future length of employment at the Child Center, will be a condition of approval. The Child Center may ask for a commitment of at least one (1) year of continuous, full-time employment after achieving licensure.

ARTICLE 12 - IDENTIFICATION OF SUPERVISION

New employees shall be advised of the identity of their immediate supervisor and shall be responsible to the supervisor and the Executive Director, or their designee. An employee's supervisor's title will be on their job description.

ARTICLE 13 - HEALTH AND SAFETY

Section 13.1. The Employer will take all reasonable precautions to safeguard the health and safety of employees covered by this Agreement during their hours of work and to maintain recognized standards of safety and sanitation.

Section 13.2. When it is not in violation of any Federal or State law regarding client's confidentiality, it will be the intent of the Employer to advise its employees, on a need-to-know basis, of infectious diseases in advance and provide them with training and supplies needed for staff protection and client care.

Section 13.3 Employees will be made aware of and follow the Occupational Exposure to Blood Borne Pathogens Policy.

ARTICLE 14 - PROBATIONARY PERIOD

Section 14.1 Probationary Period. Newly-hired employees shall serve a probationary period. This period may not be extended by the employer. New employees shall not be disciplined or discharged unless:

- (a) the employee has been given written progress reports per Section 2 of this Article;
- (b) the employee has had the opportunity to correct performance deficiencies and/or behavior;
- (c) the Union has been informed of the implementation of a work plan.

Probationary employees will be eligible for paid holidays and health and welfare benefits beginning the first day of the month following the month of employment. Sick days will be pro-rated from the date of hire. There shall be no responsibility for reemployment for any employee laid off or discharged for any reason during the probationary period. Any employee successfully completing the probationary period shall be credited with vacation days earned during said period. The initial probationary period is twelve (12) months.

Section 14.2 Orientation and Training.

- (a) The Employer agrees to provide probationary employees with support and clear communication around performance expectations. The Employer also agrees to provide up to twenty (20) hours of orientation and training within thirty (30) days of start date for all new employees as established by the Labor/Management Committee. The Employer will provide adequate coverage during orientation for those employees responsible for the supervision and treatment of clients.
- (b) Probationary employees shall receive at least one written progress report and evaluation every ninety (90) days during the employee's probationary period. The six (6) month written progress report shall indicate whether the employee needs further development to complete their probationary period. If the supervisor recommends further development is needed they will create a workplan with employee to avoid discharge within probationary period.

Section 14.3 Union Representation. The Union will represent probationary employees for the purpose of collective bargaining with respect to wages, hours, and other conditions of employment. Probationary employees are entitled to Union representation with regard to disciplinary actions or terminations; however, a probationary employee may be disciplined or discharged during the probationary period at the Employer's discretion. Such action is not subject to the Grievance Procedure set forth in this Agreement.

ARTICLE 15 – CATEGORIES OF EMPLOYEE

Section 15.1 Part-Time Hourly. Employees who work less than thirty (30) hours per week will be classified part-time. As of December 31st, 2013, currently employed staff who receive benefits will retain those benefits as long as they work a minimum of twenty (20) hours a week.

Section 15.2 Full-Time Hourly. Employees who work more than thirty (30) hours per week or 130 hours of service per month are considered full-time and receive benefits.

Section 15.3 Salary Non-Exempt. Salaried non-exempt employees receive a salary rate for a fixed number of hours. However, when they exceed the fixed number of hours and work more than forty (40) hours in a week, they receive overtime compensation.

Section 15.4 Salary Exempt. Employees who are employed in "a bona fide executive, administrative, or professional capacity" are exempt from overtime, and must be paid on a salaried basis.

Section 15.5. Variable Hour. One-on-one aides and employees who replace Center employees on a per diem basis, e.g. who call in sick, will be classified as variable hour employees. Variable hour employees who work less than six (6) months will be excluded from the bargaining unit. Variable employees who work more than six (6) months will be included in the bargaining unit. Variable hour employees who work an average of thirty (30) hours per week for six (6) continuous months are eligible to receive retirement, health, dental, life insurance and short-term disability benefits, per Article 23.

Section 15.6 Temporary. Temporary employees shall include employees hired to replace a specific employee who is on leave and employees hired to fill a specific temporary position. Temporary employees are not eligible for benefits and will be employed no longer than four (4) months. Temporary employees will be excluded from the bargaining unit.

ARTICLE 16 - JOB CLASSIFICATION

Section 16.1 Professional I. For purposes of this Agreement, the Professional I job classification requires the worker to be eligible to be credentialed as a QMHA/RBT/Traditional Health Worker. A combination of education and experience may be considered in lieu of a bachelor's degree on a case by case basis. Positions in this job classification implement behavior-analytic services or provide other instructional, behavioral and therapeutic support to their clients and their care takers in a variety of settings. The Professional I job classification includes the following positions:

- Behavior Education Assistant (BEA)
- Behavior Support Specialist (BSS)
- Collaborative Problem Solving (CPS) Facilitator
- Crisis Responder
- Crisis Coordinator
- Traditional Health Worker (PSS, CHW)
- Registered Behavior Technician

Section 16.2 Professional II. For purposes of this Agreement, the Professional II job classification requires the worker to be eligible to be credentialed as a QMHP or have a master's degree in a related field. Positions in

this job classification provide therapeutic mental health and coordinated care services to their clients and those seeking services as defined by position description. The Professional II job classification includes the following positions:

- Child/Family Therapist
- Intake Coordinator
- Transition Coordinator
- Assessment Specialist

Section 16.3 Professional III. For purposes of this Agreement, the Professional III job classification requires the worker to be licensed by the state of Oregon in a mental health area and be eligible to be credentialed as a QMHP. Positions in this job classification provide therapeutic mental health and coordinated care services to their clients and those seeking services as defined by position description. The Professional III job classification includes the following position:

- Child/Family Therapist (LCSW, LPC, LMFT, PHD)

Section 16.4 Business Professional. For purposes of this Agreement, the Business Professional job classification requires the worker to be able to perform a wide variety of functions in support of the accounting department. The Business Professional job classification includes the following positions:

- Billing Clerk
- Accounting Clerk
- Book Keeper
- Records Clerk
- Office Assistant

Section 16.5 Teacher. For purposes of this Agreement, the Teacher job classification requires the worker to be credentialed as a teacher in the state of Oregon. This job classification provides specialized education services to clients in a variety of settings.

Section 16.6 Position Descriptions.

- (a) Individual position descriptions shall be reduced to writing and delineate the duties currently assigned to an employee's position. The individual position description shall be subject to at least an annual review with the employee.
- (b) If an employee is actually performing the duties of a different position the employee should be placed in a more accurate job category within the existing positions in Appendix B; if the more accurate position falls under a different job classification a reclassification review (Article 18) can be initiated by the employer or employee.

ARTICLE 17 - RECLASSIFICATION/ WORK OUT OF CLASSIFICATION

Section 17.1 Reclassification.

- (a) Effective January 1, 2019, any represented Employee may request reclassification of their current position in the Agency. It is meant for use in making recommendations for reclassification in cases where there is a permanent and substantial change of duties or to examine the job duties of the

Employee in order to determine if it is the proper job classification in the current collective bargaining agreement. Bargaining unit members are only allowed to apply for reclassification once per year. The furthest a reclassification review can extend will be back to date of the ratification of this collective bargaining agreement.

- (b) Employees will not be allowed to add duties to their position without written approval from their Supervisor, Human Resource Director, and Executive Director. A new Letter of Employment will be written as to document the change in a pay rate, job description, and length of assignment of such added duties.
- (c) Employees who believe they have grounds for reclassification must request a reclassification form and copy of their current job description along with the proposed job description (if applicable) from the Human Resources Office and follow the guidelines for reclassification as listed below.
- (d) If the reclassification request is approved, the Employee will receive a new Letter of Employment indicating the change in pay rate and job description. The new rate of pay will be reflected in their immediate next paycheck following the approval from the Agency.
- (e) When an employee is promoted or reclassified to a position in a classification with a higher maximum pay rate, he/she shall be placed on an actual step in the new range that will provide a minimum of a two and a half percent (2.5%) increase, or to the minimum of the new range. The Employee's immediate next paycheck following the start date of additional duties will reflect the higher pay range.

Section 17.2 Guidelines for Reclassification Request.

- (a) Reclassification upward requested by Employee(s):
 - If any Employee is performing duties of a higher pay range bargaining unit position on a permanent basis (meaning longer than a total of 6 months, not necessarily consecutive, within a 2-year period), that Employee is eligible for reclassification up to the higher pay range and classification which best fits their job duties. Should they wish to reclass, they will fill out and turn in a reclassification form and a copy of their current job description along with the proposed job description (if applicable) from the Human Resources Office, along with the guidelines for reclassification.
- (b) Reclassified Employees' immediate next paycheck following the start date of reclassification will reflect the higher pay range.
- (c) Lateral Reclassification requested by the Employee(s):
 - 1. Same as reclassification up, except there will be no increase in pay if the reclassification is implemented.

Section 17.3 Working Out of Class.

- (a) Employees who agree to working newly added duties not covered by their current classification must be provided a Work Out of Classification form. The form must be signed by the Supervisor, Human Resource Director, and Executive Director. Within 30 calendar days, the Agency will notify the Employee of the its decision. The Employee will have the opportunity during the 30-day review period to present further information in support of the request as needed. Once approved, the Agency will provide the Employee with a copy of the final updated position description, as well as an estimated timeline of how long they will be assigned the newly added duties. If the Employee or Employer feel

that this timeline must be extended, such an extension must be approved by the Employee, Program Director, Human Resources Director, and Executive Director no later than 30 days after the end date of the estimated timeline, or else the Employee will no longer be assigned the added duties.

- (b) An Employee assigned to perform the duties of a higher pay range bargaining unit position will be paid at the corresponding range according to the FTE assigned to that position. The Employee will receive a Letter of Employment from the Executive Director detailing the date the additional duties will begin and what additional duties are assigned and their adjusted pay rate BEFORE the Employee begins to perform the newly added duties.
- (c) For Working Out of Class due to staff reductions, layoffs, or budget restrictions, refer to Article 10, Layoff and Recall, Section 1(h).

Section 17.4 Reassignment to Lower Classification.

- (a) Whether the employee voluntarily or involuntarily gets reassigned to a lower classification, the salary scale and range for that classification will apply. Employees will be eligible to receive the same step they are currently on but will be assigned to the new corresponding salary scale.
- (b) Disputes over whether an employee has been reassigned to a lower classification will be resolved the GRIEVANCE/ARBITRATION procedure outlined in Article 28.

ARTICLE 18 - JOB VACANCY

Section 18.1 Posting. The Employer will post job vacancies via email for a period of five (5) days, excluding Saturday, Sunday and holidays recognized by this Agreement, including all newly-created job or job vacancies within the bargaining unit. Job postings shall specify the minimum acceptable qualifications, full or part-time status, schedule and work site. All postings will represent a single opening. When there is more than one job vacancy for a particular position, additional postings will reflect the number of vacancies. All present employees who have applied for and meet the minimum qualifications for the job will be interviewed. The Child Center, in filling vacancies within the bargaining unit, shall give first consideration to applications from qualified employees currently on the payroll.

Section 18.2 Application. All employees covered by this Agreement that are eligible to apply for the posted job vacancy may do so by submitting a letter of application and a current resume to the Employer. If a bargaining unit employee is not selected for the promotion or transfer, he/she will have the opportunity to discuss with the hiring supervisor why she/she was not selected for the position.

Section 18.3 Employee Input. Employees from similar job classifications will be provided the opportunity to participate in the interview and selection process of employee candidates.

Section 18.4 Promotional Trial Service Period. An employee awarded a job as provided in this Article will serve a trial service period of six (6) months for a professional employee and ninety (90) calendar days for all other employees. If the Employer determines that the employee is not performing satisfactorily in the new job, then the employee may be returned to their former job at any time during the trial service period. Any employee has the right to return to their former job, without explanation to the Employer, at any time during the trial service period.

Section 18.5 New Positions. In the event that new job classifications are established by the Employer during the term of this Agreement and such jobs may reasonably be filled by bargaining unit employees, the Union officers (Co-Chairs and Secretary/Treasurer) and the SEIU Local 503 Eugene field office, shall be provided advance notice of the proposed wage scale and other applicable benefits or working conditions to be applied. If the Union disagrees with the Center's proposal it may pursue bargaining over the issue(s). The Center may fill the position on a provisional basis while negotiations are in progress with the understanding that any agreement subsequently reached will be applied retroactively.

ARTICLE 19 - HOURS OF WORK/OVERTIME/PAYDAY

Section 19.1 Pay Days. The normal pay period shall extend for a month. Pay day will be the last business day of the month. Employees may draw twenty percent (20%) of gross monthly salary to be paid on the 15th of the month. Employees may be advanced up to fifty percent (50%) of gross salary earned to date, less any other draw pay or salary previously advanced, no more than twice a year.

Section 19.2 Overtime.

- (a) Overtime must have approval from the employee's supervisor. Overtime hours are any hours in excess of the forty (40) hours in a work week from 12:01 a.m. on Sunday and ending at midnight on Saturday. One and one-half regular straight time pay will be paid for all hours that exceed forty (40) during the work week for hourly employees, including all paid hours, that occur during the work week.
- (b) Exempt employees will not be eligible for overtime pay. Non-exempt employees (or hourly employees) are entitled to be paid overtime if they work more than forty (40) hours per week.

Section 19.3 Recoupment of Wage and Benefit Overpayments.

- (a) In the event that an employee receives wages or benefits from The Child Center to which they are not entitled, regardless of whether the employee knew or should have known of the overpayment, the Agency shall notify the employee in writing of the overpayment which will include information supporting that an overpayment exists and the amount of wages and/or benefits to be repaid.
- (b) For purposes of recovering overpayments the employee and the Agency shall meet to develop a mutually agreeable repayment schedule within thirty (30) calendar days of written notification.

Section 19.4 Exchange Time. Exchange time must have approval from the employee's supervisor. An exempt employee will keep his supervisor informed about the number of hours in excess of regularly scheduled hours accumulated each month, or more frequently, as may be determined by a supervisor on a case-by-case basis. The supervisor and the employee will work out a plan to use approved exchange time. The Center will not arbitrarily deny employees' requests for use of exchange time.

Section 19.5 Trade Time. Employees within the same classification and team may be allowed to trade days off, with prior permission from their supervisor. Trading days and requests for days off will not be unreasonably denied.

Section 19.6 Meals and Breaks.

- (a) The Employer will provide two (2) paid fifteen (15) minute breaks, one in the morning and one in the afternoon and a thirty (30) minute non-paid, duty-free lunch period for employees who work over six (6) hours and less than ten (10) hours.
- (b) For employees who work between two (2) hours and one (1) minute and five (5) hours and fifty-nine (59) minutes the employer will provide one (1) fifteen (15) minute break.
- (c) If the Employer claims any particular non-paid, duty-free lunch period is an “undue hardship” to the agency they may claim an exception and require a paid on-duty lunch period upon providing the official BOLI notice to employee.

Section 19.7 Job Sharing. Applications to job share shall be approved or denied at the discretion of the Center.

ARTICLE 20 - HOLIDAYS

Except for Classification V personnel (see Article 20, Section 2), employees will receive the following paid holidays:

- Independence Day
- Labor Day
- Memorial Day
- Veterans' Day
- Thanksgiving Day and the day after
- Christmas Day
- One day before or after Christmas Day
- New Year's Day
- One day before or after New Year's Day
- Martin Luther King Jr. Day

When a holiday falls on a Saturday the preceding Friday shall be observed as the holiday. When a holiday falls on a Sunday the following Monday shall be observed as a holiday.

ARTICLE 21 – VACATION

Section 21.1 Vacation Eligibility. Employees will take the scheduled breaks as per the child center and cannot go into a deficit unless approved by the program director. Vacation leave will be defined by the following groups and related annual vacation leave amounts:

Group I

- (a) Twenty-two (22) days
- (b) Eligible to accrue one (1) extra paid vacation day after each successfully completed year of employment, up to a maximum of ten (10) extra days after ten (10) years of continuous employment.

- (c) Employees will not have the option to work during scheduled breaks as defined by The Child Center unless approved by the program director.

Group II

- (a) Twenty-two (22) days
- (b) Eligible to accrue one (1) extra paid vacation day after each successfully completed year of employment, up to a maximum of ten (10) extra days after ten (10) years of continuous employment.

Group III

- (a) Not eligible for vacation leave.

Group IV

- (a) Twelve (12) days to be taken during scheduled breaks as defined by The Child Center

Section 21.2 Position Eligibility. The following positions will have vacation leave in accordance with the above classifications:

Group I

1. ITS Day Treatment Child/Family Therapist
2. IOSS School Based Day Treatment Child/Family Therapist
3. IOSS School Based Day Treatment Behavior Support Specialist
4. ITS Day Treatment Behavior Support Specialist
5. Instructional Assistant
6. Cook
7. Registered Behavior Technicians
8. Behavioral Education Assistant

Group II

1. Outpatient Child/Family Therapist
2. Outpatient Behavioral Support Specialist
3. IOSS Unit Child/Family Therapist
4. Billing Clerk
5. Assessment Specialist
6. Community Health Worker
7. Bookkeeper
8. Records Clerk
9. Office Assistant
10. Accounting /Billing Clerk
11. Family Peer Support Worker
12. Collaborative Problem-Solving Group Facilitator
13. Intake Coordinator
14. Transition Coordinator
15. Nurse

Classification III

1. Temporary employees

2. Variable Hour Employees
3. Crisis Response Worker
4. Part Time

Classification IV

1. Teacher

Section 21.3 Scheduling. Vacation leave may be used by an employee for any purpose they desire but shall be taken at times mutually agreeable to The Child Center and the employee. Vacation requests shall be submitted by the employee to their Supervisor in advance. The Child Center will approve or deny the request within a reasonable period of time. Denials will be based on agency requirements.

Vacation requests may be rescheduled in extreme cases where it is deemed to be in the best interest of the Center. If a vacation request is rescheduled, the employee will furnish proof of any non-refundable deposits they have incurred, and the center shall reimburse the employee for these deposits.

Section 21.4 Unused Vacation & Termination.

- (a) The accrual period for vacation leave is from January 1 through December 31 of each year. Unused vacation leave accruals will be carried over into the next accrual period and will not exceed three hundred (300) hours.
- (b) Supervisors will work with employees who exceed 260 hours and develop a plan to utilize unused vacation.
- (c) Employees may accrue no more 300 hours of vacation time at any point. Employees who currently have 301 or more hours will get a one-time pay out to reduce their accrual to 300 hours upon 30 days from the date of contract ratification of the collective bargaining agreement.
- (d) Upon termination of employment with the Center, unused vacation time will be paid out to the employee. In recognition of the fact that vacation is credited on a prospective basis, if employment with the Center is terminated, the final pay shall be reduced by the value of any vacation time taken off in excess.

Section 21.5 Program Associates and Behavior Support Specialists. Currently employed Behavior Support Specialists, as of January 1, 2014, shall be credited with five (5) extra days of vacation leave until their sixth (6th) year anniversary to prevent loss of current vacation allowance. At the sixth (6th) year anniversary, they will move to the same eligibility as indicated in Section 1 (b). All Behavior Support Specialists hired after January 1, 2014 will follow the same vacation accrual schedule as written in Section 1. Behavior Support Specialists working less than one (1) FTE shall be credited with vacation leave on a prorated basis to concur with their FTE.

Section 21.6 Prorated Leave. Employees working less than one (1) FTE will have vacation leave prorated to concur with their FTE. Employees working less than .75 FTE are not eligible for vacation accruals.

ARTICLE 22- SICK LEAVE

Section 22.1 Accrual. Sick leave shall be credited to the employee's account in the amount of one (1) day per month, except for Teachers who earn 1.2 days of sick leave per month, not to exceed twelve (12) days per year. An employee may accrue up to a maximum of ninety (90) days of sick leave for 1 FTE. Part-time employees shall be credited with sick leave on a prorated basis, based upon the relationship their regularly scheduled work week bears to a full-time employee who works in the same classification and job assignment. Part-time employees may accrue a maximum number of days of sick leave according to the employee's FTE.

Section 22.2 Utilization. Employees who have earned sick leave shall be eligible for sick leave for any period of absence from employment that is due to the employee's illness, bodily injury, disability, necessity for medical or dental care, exposure to contagious disease, attendance upon members of employee's immediate family (employee's parents, wife, husband, domestic partner, children, brother, sister, grandmother, grandfather, son-in-law, daughter-in-law, or any other member of the immediate household) where the employee's presence is required because of serious illness or death in the immediate family of the employee or the employee's spouse or domestic partner. The Child Center will require that the employee make other arrangements within a reasonable period of time, when the employee's absence is due to attendance with their children or other persons in the employee's care.

Earned sick leave may be used without loss of pay, up to the total days accumulated. Any absence authorized as sick leave which is in excess of the employee's accumulated sick leave shall be without pay.

Section 22.3 Physician Certification. An employee who is absent five (5) or more consecutive days will be required to furnish a statement from their attending physician that the illness, injury or disability prevented the employee from working and certification of fitness to return to work. If the Center has reason to believe that sick leave is being abused or that the employee may not be fit to return to work, a physician's certification of illness and/or of fitness to return to work may also be required for absences of less than five (5) days.

Section 22.4 Workers' Compensation. Employees who sustain an injury or illness compensable by Workers' Compensation, shall be paid the difference between their regular salary and compensation benefits for the time they are absent from work for a period up to their accumulated sick leave. The hours of accumulated sick leave shall be deducted from the employee's sick leave account in proportion to the regular salary paid to the employee.

Section 22.5 Termination of Employment. An employee is not paid for accumulated sick leave upon termination of employment under any circumstance.

Section 23.6 Hardship Leave. The Child Center will allow eligible employees to transfer a portion of their accumulated sick leave to a hardship sick leave pool. An employee, meeting the criteria below, may apply for any or all of this leave, if he/she has a serious injury or illness as defined by the Bureau of Labor and Industries as an illness, injury, impairment, or physical or mental condition that involves inpatient care and/or continuing treatment by a health care provider.

To be eligible to receive hardship sick leave, the employee must have successfully completed their initial six (6) month trial service period and have exhausted all accumulated sick leave.

All employees will be allowed to make a donation of one (1) day of sick leave per year on July 1 of each year. The hardship sick leave pool will be capped at a total of thirty (30) days. The donated days of sick leave will be available for use for the remaining twelve (12) months. On June 30 of the following year, any leave remaining will be eliminated from the hardship sick leave pool. Employees who donated a day will not have any unused sick leave returned to them, nor can the recipient of sick leave days be paid for any unused days.

The Employer shall not assume any tax liabilities that would otherwise accrue to the employee.

Hardship leave is available for use only in the event of a serious injury or illness as defined above, and for Child Center employees only.

Application for the hardship leave shall be in writing and submitted to the Executive Director for approval. The Executive Director may request a statement from the health care provider to verify the request. An employee may make up to two (2) requests for leave per year.

The Executive Director shall render a written decision within ten (10) working days from the date the request was submitted. The decision will be sent to the person making the request. All decisions are final.

ARTICLE 23 - LEAVE OF ABSENCE

Section 23.1 Leave Requests. All leaves of absence shall be requested in writing on a form provided by the Employer, except in case of a legitimate emergency preventing the employee from doing so. The Employer will not unreasonably deny employees' requests for leaves of absence.

Section 23.2 Non-Paid Leave. After a period of continuous, satisfactory employment at The Child Center, an employee is eligible for leave of absence without pay or other benefits for continued education or personal growth pursuits in the following manner: After two (2) years, an employee is eligible for up to three months leave; after three (3) years, an employee is eligible for up to one (1) year leave. All such leave is granted at the sole discretion of the Center and if granted is further contingent upon the ability of the Center to retain a suitable replacement. During the period of any such leave the employee shall not enter into employment with another employer unless prior written approval to do so was specified in the leave application. Any employee found to have violated the above restriction on employment shall forfeit all rights to reemployment with the Center.

Section 23.3 Witness/Jury Duty. When an employee is called for jury duty or subpoenaed to appear in court as a witness or in connection with their duties on the job, they will be paid the difference between their regular salary and the amount of jury pay. However, if they transfer all compensation, less mileage and meal allowances, received from the court to the Center, they shall receive their regular compensation for the time covered by the absence. Time not worked because of such service will not affect vacation or sick leave accrual. The foregoing shall not apply if the employee is a party in interest to the proceeding or is serving as a witness against the Center or on behalf of the Union. In such instance, leave of absence without pay will be provided. If the employee is released from such service at a time which would allow them to return to work by the end of their scheduled meal period, they shall be expected to return to work.

Section 23.4 Other Leave. Paid and unpaid leave for the following shall be in accordance with applicable state and federal law:

- care for family member;
- employee's own serious health condition;
- birth, adoption or placement of foster child; and
- military service.

Domestic partners shall be treated as synonymous with spouse for purposes of administration of this leave.

In recognition of the fact that leave for each of the above described circumstances is governed by federal and/or state law, it is agreed that a claim of a violation of this Section 4 may be processed through Steps 1 and 2 of the grievance procedure, but shall not be processed to Step 3 arbitration or otherwise serve as the basis of a claim of a violation of the Agreement, unless the employee(s) has not filed a claim, charge, suit or other action relative to the matter in question and further agrees in writing not to file any such claim, charge, suit or other action and to accept the result of processing the matter through the contract grievance procedure, up to and through arbitration if applicable, as final and binding upon him/her.

Section 23.5 Supplemental Child Care Leave. Additional child care leave following the birth or adoption of a child if approved, shall be granted for an aggregate total, including all such leave available under Section 4 of this Article above, of twelve (12) months. Such leave shall be without pay or benefits and unless requested to deal with an ill or disabled child must be applied for prior to the birth or adoption of the child. By mutual agreement, the period of leave may be shortened or extended

Section 23.6 Extended Medical Leave. In addition to sick leave and any leave available under Section 4 of this Article above, an employee shall upon request be granted a non-paid and without benefits leave of up to six (6) months for necessary time off due to their personal disability. As a condition of granted such leave, the Center may require a physician's certification of disability and may also require a physician's certification of fitness to return to work.

Section 23.7 Union Leave. A leave of absence may be granted to an employee to accept a full-time position with the Union for a period of up to one (1) year. Not more than one (1) employee may take such leave at any time. No compensation or benefits shall be paid for any period of Union leave, but seniority shall continue to accrue. Union leave may be extended for an additional year by mutual agreement between the Union and the Employer.

Section 23.8 Bereavement Leave. Employees will be granted up to three (3) paid days of necessary time off to discharge the customary obligations arising from a death in the employee's family. The employee's family shall be the immediate family and immediate family of the spouse or domestic partner.

Section 23.9 Personal Leave. All employees shall be credited with three (3) days [twenty-four (24)] hours of personal leave for each full fiscal year worked. Employees that work less than the full fiscal year shall be credited with personal leave on a pro rata basis, based upon the number of days actually worked. Part-time employees shall be credited with personal leave on a pro rata basis, based upon the

relationship their regularly scheduled work week bears to a full-time employee who works in the same classification and job assignment. Ten (10) month employees who began working on or before the first business day after Labor Day of the prior year shall be deemed to have worked one full year for purposes of the above. Personal leave may be used by an employee for any purpose he/she desires but shall be taken at times mutually agreeable to The Child Center and the employee and shall be used in not less than one half day increments.

Section 23.10 Professional Leave of Absence with Pay. Professional meetings and conferences are approved by the Executive Director. Up to ten (10) days (80 hours) per year may be paid to an employee after completion of their probationary period if training is relevant to the employee's position. Approval of leave is subject to current work load and suitable replacement. Reimbursement for registration, fees and travel shall be in accordance with Article 11, Section 4 of this Agreement, and may be paid by the Staff Development Committee in accordance with Committee policies.

ARTICLE 24 - BENEFITS/RETIREMENT

Section 24.1 Health, Dental and Vision. The Center will continue to provide health, dental and vision insurance. If changes in the existing health plan are contemplated, the Union and the Center will meet at least forty-five (45) days prior to the effective date of any changes to discuss plan options and impacts on the bargaining unit.

Section 24.2 Life Insurance. Effective January 1, 2016, the Center will temporarily suspend the existing life insurance plan for the duration of the contract.

Section 24.3 Group Disability Insurance. Effective January 1, 2016, the Center will temporarily suspend the existing group disability insurance plan for the duration of the contract.

Section 24.4 Tax Deferred Annuity Contributions/Retirement.

- (a) Voluntary Employee Deferrals: Employees have the option to contribute to a tax-sheltered annuity by a salary reduction agreement starting on the first day of employment. Employees can make changes to the amount of contributions twice per year.

- (b) Employer Contributions. After the employee has completed twelve (12) continuous months of employment, the Employer will make Plan contributions equal to five percent (5%) of the regular ongoing pay paid to the participant by The Child Center during the first three (3) years of participation. After three (3) years of plan participation, the Center will make annuity contributions as follows:

Years of Employee Participation in Plan

3+ years 6% of the salary paid to the Participant by the Employer

4+ years 7% of the salary paid to the Participant by the Employer

5+ years 8% of the salary paid to the Participant by the Employer

6+ years 9% of the salary paid to the Participant by the Employer

7+ years 10% of the salary paid to the Participant by the Employer

- (c) All changes in the employee's level of contribution as specified in the above table shall be effective on the anniversary of date of enrollment in the plan.

ARTICLE 25 - COMPENSATION

Section 25.1 Cost of Living.

- (a) Effective January 1, 2019 all employees will receive a 2.5% annual cost of living allowance on the first pay period of the new year. The increase will be applied to all rates in the salary scales.
- (b) Effective January 1, 2020 all employees will receive a 2.5% annual cost of living allowance on the first pay period of the new year. The increase will be applied to all rates in the salary scales.
- (c) Effective January 1, 2021 all employees will receive a 2.5% annual cost of living allowance on the first pay period of the new year. The increase will be applied to all rates in the salary scales.
- (d) Effective January 1, 2022 all employees will receive a 2.5% annual cost of living allowance on the first pay period of the new year. The increase will be applied to all rates in the salary scales.

Section 25.2 Salary Steps.

- (a) Effective January 1, 2019 and through the life of this agreement annual salary increases are suspended.
- (b) For currently licensed therapists in the State of Oregon in a behavioral health field and for those who are eligible to be credentialed as a QMHP will receive a thirteen (13%) percent increase of their base pay upon proof of licensure. Please see Article 30 for additional compensation opportunities for Licensed Therapist.
- (c) Licensed employees who were licensed prior to the start of this current contract will be given their thirteen (13) % increase effective 01/01/2019.
- (d) Individual step increases may be granted or requested on an individual basis. All requests will be responded to by both the supervisor and Human Resources director.

Section 25.3 Longevity Bonus. Effective January 1, 2019 and through the life of this agreement all employees will advance to the next salary step in their job classification salary schedule as a longevity bonus every fifth (5th) year of employment. The intent of the longevity bonus language is to reward staff who reach their 5, 10, 15 etc. years of service. Workers who celebrate one of these anniversary dates will be given an additional step increase to their yearly step increase.

ARTICLE 26 – DISCIPLINE

Section 26.1 Representation. The employee shall have the right to have a Union Steward or Union representative present during any investigatory meeting that might reasonably be expected to result in disciplinary action up to and including termination of employment. When a Union Steward or Union Representative is present their role shall include the following:

- (a) The Union Steward or Union representative may inquire, at the outset of the interview, regarding its purpose, including inquiring about the general subject matter of the questioning to follow.
- (b) During the questioning of the employee by the Employer, the Union Steward or Union representative may participate only to the extent of seeking clarification of questions.

- (c) After the Employer has completed the questioning of the employee, the Union Steward or Union representative may ask the Employee questions designed to clarify previous answers or to elicit further relevant information.
- (d) Before the end of the meeting, the Union Steward or Union representative may suggest to the Employer other witnesses to interview and may describe relevant practices, prior situations, or mitigating factors that could have some bearing on the Employer's deliberations concerning discipline.

The Employer will provide a statement of the employee's Weingarten rights including those as set forth above.

Section 26.2 Just Cause. Except as provided elsewhere herein for trial service period employees, no employee shall be given a written reprimand, suspended without pay, demoted, or terminated from employment without just cause.

Section 26.3 Work Rules. The Employer agrees that no new written work rules that would constitute a change in wages, hours, benefits or working conditions will be introduced during the term of this Agreement without meeting and conferring with the Union in advance.

Section 26.4 Personnel Files. The Employer agrees to give copies of all evaluations and disciplinary actions to employees and will allow employees to see their personnel files upon request. Employees will have the right to attach a written response to their evaluations.

No information reflecting critically upon an employee, except notices of discharge, shall be placed in the employee's personnel file without the signature of that employee. If the employee refuses to sign the material, the Employer may place it in the file with a statement documenting the employee's refusal signed by two (2) management representatives. The employee shall be provided with a copy of this material.

Section 26.5 Progressive Discipline. The Center agrees to apply progressive discipline principles when applicable.

Section 26.6 Privacy. Employees who are disciplined by the Employer will not be embarrassed or humiliated in front of other employees or the public.

Section 26.7 Work Plans. Any use of employee work plans will be reduced to writing and will include but not be limited to goals, expectations, clearly defined benchmarks to measure progress, and reasonable timeframes to meet the goals. Work plans will be in effect for a reasonable period of time to achieve the goals and reviewed with the employee no less than quarterly or more frequently if required or requested. Once all identified goals have been met the work plan will no longer be in effect.

Section 26.8 Notice. With the employee's written approval, The Child Center shall furnish the Union field office and local president with copies of any disciplinary actions taken against bargaining unit employees within five (5) days.

If the employee does not agree to have the disciplinary letter sent to the Union, they will sign a waiver.

Waivers will be given to the Union field office and local president within five (5) days. The waiver will include the employee's name, the level of the discipline, the employee's signature and a statement indicating that they are waiving their right to representation by SEIU Local 503 in this particular matter.

ARTICLE 27 - GRIEVANCE-ARBITRATION

Section 27.1 Definition. A grievance is defined as any dispute concerning the application, or interpretation of the Agreement and/or any dispute concerning wages, hours, benefits, or working conditions.

Section 27.2 Procedure. Before proceeding to Step 1 of the grievance procedure, the employee(s) will, with a union steward present, meet with the immediate supervisor informally to discuss and attempt to resolve the matter. The supervisor shall be advised that the issue under discussion is a grievance.

- Step 1. If the grievance is not resolved informally, the grievance will be reduced to writing on a likeness of the union grievance form found in Appendix D and filed with the immediate supervisor within twenty-one (21) days of the occurrence or when the grievant(s) first had knowledge of the grievance. The supervisor will give his answer in writing within fourteen (14) days of when the grievance was filed. If the grievance is not settled satisfactorily, then the Union can appeal the grievance to the next step within fourteen (14) days of the unsatisfactory answer.
- Step 2. The grievant(s) and the Union steward will meet with the Executive Director or his designated representative within fourteen (14) days of when the grievance was submitted at Step 2. The Executive Director or designated representative will give his answer in writing within fourteen (14) days of when the meeting occurred. If the grievance is not settled satisfactorily, then the Union can submit the grievance to arbitration within thirty (30) days of the Step 2 answer. However, any dispute concerning wages, hours, benefits, or working conditions that does not present a question concerning the application or interpretation of this Agreement shall not be pursued to Step 3.
- Step 3. The grievance will be submitted to arbitration with notice to the Employer and an arbitrator will be appointed by the parties alternately striking names from a list of seven (7) arbitrators on a panel from northwest arbitrators (Oregon and Washington) provided by the Federal Mediation and Conciliation Service, within fourteen (14) days of receipt of the list. The panel's cost shall be borne equally by the parties. The arbitrator shall have jurisdiction and authority only to interpret, apply, or determine compliance with specific terms of the Agreement and shall not have jurisdiction to add to, detract from, or alter in any way, the provisions of the Agreement. Any decision within the jurisdiction of the arbitrator will be final and binding upon the parties. It is specifically and expressly understood and agreed that taking a grievance to arbitration constitutes an election of remedies. Specifically, the parties agree that they shall not pursue an issue that has been the subject of a grievance to any court, quasi-judicial body or other outside authority for a determination, and that when an issue is presently pending before, or has been decided by a court, quasi-judicial body or other outside authority, no grievance with respect thereto may exist.

Expenses for the arbitrator's services and the proceedings, excluding the cost of a transcript, shall be borne equally by the parties. If either party requests a transcript, the requesting party will

provide a copy at no cost to the other party. However, each party shall be completely responsible for the cost of preparing and presenting its own case, including compensating its own representatives and witnesses.

Section 27.3 Time Limits. Any or all time limits specified in this Article may be waived in writing by mutual consent of the parties. Failure to submit the grievance in accordance with these time limits without such waiver shall constitute abandonment of the grievance. Failure by the Center to submit a reply within the specified time will constitute a rejection of the grievance at that step.

Section 27.4 Board. Either party may request the chair of the personnel committee of the Board of Directors to participate in any step of the grievance procedure. A copy of the Union's request will be sent to the Executive Director. The chair of the Board's subcommittee on personnel or designee shall have the right to choose to participate or not to participate in the grievance meeting.

Section 27.5 Discharge or Suspension without Pay. Any grievance challenging a discharge or suspension without pay shall be filed at Step 2 within the time limit specified for Step 1 (21 days) and then proceed through the grievance/arbitration procedure.

ARTICLE 28 - SAVINGS CLAUSE

Section 28.1 Savings. The provisions of this contract are declared to be severable. If any provision is found by a Court of competent jurisdiction, to be in violation of any federal, state, or city law, such decision shall not affect the validity of any of the remaining provisions of this Agreement. The provision found to be in violation will be negotiated at the request of either the Union or the Center in an effort to agree to an alternative provision.

Section 28.2 Contract Modifications. If this Agreement should be modified or amended in any respect during its term, such modifications or amendment must be set forth in writing and executed by the duly authorized agents of the Employer and the Union.

ARTICLE 29 – SUCCESSORSHIP

If the Employer is to convey The Child Center to another entity, it shall as a part of any such conveyance, require that such new employer (the conveyee) will either:

- 1) Adopt and maintain this Agreement in effect and continue the employment of all employees covered by the Agreement with all their rights and benefits. However, this shall not prevent the layoff of employees as per Article 10, Layoff and Recall.
- 2) Agree to recognize and to negotiate with the Union. During the period of such negotiations such new employer shall further agree to maintain existing wages and working conditions.

Convey as used above shall mean, the sale or merger of all existing facilities, assets, and programs to another provider or company, whether private or governmental, profit or non-profit.

ARTICLE 30 – TRAVEL EXPENSES

When an employee is required to use their personal vehicle for business of The Child Center, they shall be reimbursed for mileage at fifty-cents (\$.50) per mile.

ARTICLE 31 – BILLABLE HOURS

The following is applicable to Therapists providing Outpatient level of service.

Section 31.1 Salary and Commission

- (a) Therapists are salaried at the appropriate “Step” on the Professional II or III salary scale according to their respective classification.
- (b) The monthly base salary is based on the annual base salary divided by twelve (12).
- (c) The full-time expectation for Outpatient therapist billing is twenty-two (22) hours a week. The full-time expectation for billing as an IOSS Unit Therapist is nineteen (19) hours a week.
- (d) The billing requirements for Behavioral Support Specialists in the IOSS Unit or Outpatient are twenty-one (21) hours per week.
- (e) All Therapists and Behavioral Support Specialists who were on the commission schedule according to the 2016-2018 union contract, will be paid out a prorated annual commission for the months of July 1, 2018-February 28, 2019. (See Appendix D for prorated commission terms.)
- (f) The Child Center will continue the monthly commission for all Therapists and Behavioral Support Specialists according to the 2016-2018 union contract for the months of January 2019, February 2019, and March 2019. All monthly commissions will cease March 31, 2019.
- (g) Effective April 1, 2019, licensed therapists will be able to earn additional money at a rate of 15% of what the agency is reimbursed for private insurance clients as long as they have met their billing requirements for the month, and they are an approved panel provider. (See example A in Appendix C.)
 - 1. If the licensed therapist bills private insurance over their billing requirement for the month, the licensed therapist will receive 40% of the reimbursement collected above the billing requirement by the agency. (See example B in Appendix C.)
 - 2. The agency will pay out money owed within 90 days of receipt of the provided service payment.
 - 3. The billing obligation will be adjusted to reflect hours actually worked for the month. Paid leave will reduce the billing obligation. (See example C in Appendix C.)
- (h) Effective April 1, 2019, program directors have the discretion, with approval from the agency director to temporarily increase a therapist’s FTE. Increased FTE will be voluntary for all

therapists.

1. The therapist's billing expectation and salary compensation will be adjusted based on their new temporary FTE. (See examples D and E in Appendix C).
2. If a therapist does not meet their increased billing expectation, their monthly salary adjustment will be based on the amount over their base FTE billed. Adjustments will not be made below their base FTE. (See example F in Appendix C).
3. Paid time off accruals will not exceed the equivalent of 1 FTE
4. The billing obligation will be adjusted to reflect hours actually worked for the month. Paid leave will reduce the billing obligation. (See example G in Appendix C.)

Section 31.2 Billing Credit

- (a) Therapists must submit written requests for approval to attend trainings before the training date in order to receive billing credit (rate consistent with 20% of their weekly billing obligation per each day of training time, not to exceed 1.0 FTE) for time spent at the training. (See examples H and I in Appendix C)
- (b) Outpatient Therapists shall earn billing credit at 1.10% of their hourly billing obligation for each hour submitted for any IOSS client that they are serving. (See example J in Appendix C)
- (c) Therapists shall earn one (1) hour of billing credit toward their hourly billing obligation for each hour spent supervising interns.
- (d) Therapists who are designated less than 1 FTE will receive the same billing credit as full-time employees for mandatory all-day Child Center trainings (ex. Pro-Act, the annual retreat), given that they attend the full day's training.

Section 31.3 Supplies. Outpatient therapists will be reimbursed for the purchase of prior approved consumable supplies used during the normal course of their work with clients. Outpatient therapists will submit any receipts along with a reimbursement form to be signed by the Outpatient Supervisor.

ARTICLE 32 – CRISIS RESPONSE

Section 32.1 Classification. Employees may be hired into standalone "Crisis Response Worker" positions under Classification III. Employees who perform crisis response work in addition to their regular job duties in a different job classification shall not be classified as "Crisis Response Workers."

Section 32.2 Shift Requirements. Regardless of classification, all employees performing crisis response work are expected to be "on call" per the on-call schedule. The following expectations apply while an employee is working an "on call" shift:

- (a) Carry an agency-provided cell phone at all times for immediate access.

- (b) Provide phone response to assigned case/individuals needing crisis services. The response time will be within agency established timelines.
- (c) Regular “on call” shifts shall begin at 4:00pm and end at 7:00am the following day. Weekend shifts shall begin at 4:00pm on Friday and end at 7:00am the following Monday. Employees may be asked to provide additional crisis coverage, so long as they are compensated on a prorated basis for such time.

Section 32.3 Compensation. Employees shall be compensated for on call availability at a rate of \$50.00 per regular “on call” shift and \$75.00 per 24-hour shift. If an employee responds to a crisis call, either by phone or in person, or otherwise performs crisis work during a shift, the employee will be compensated at a rate of \$18.38 per hour for QMHA and \$23.90 for QMHP, in addition to the base on call compensation. Crisis workers will be paid the previously mentioned hourly rate to complete necessary paperwork and trainings.


ARTICLE 33 - TERM OF AGREEMENT

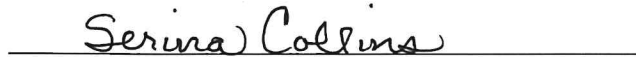
Section 33.1. This Agreement shall become effective upon execution by the parties, except as specified herein, and shall remain in full force and effect through December 31, 2022.


Section 33.2. The Union shall give notice in writing to the Employer, within ninety (90) to one hundred twenty (120) days of the expiration of the 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 33.3. Either party has the right to reopen Articles 24 and/or 30 of this agreement with mutual consent. Management agrees to provide The Union with the appropriate financial documentation supporting the need to reopen Articles 24 and/or 30 upon request.


For SEIU 503, OPEU:


Melinda Roberts, SEIU Local 503/
Chief Spokesperson


Serina Collins, Sub Local 904 President

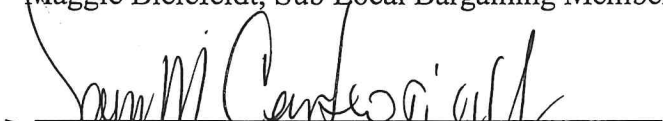

Sarah Chambers, Sub Local Secretary/Treasurer

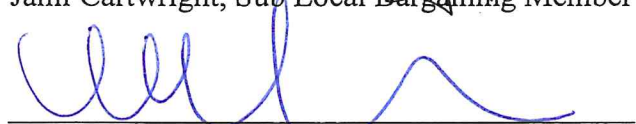

Tami Clayton, Sub Local Steward


Christy Bednarsky, Sub Local Bargaining Member

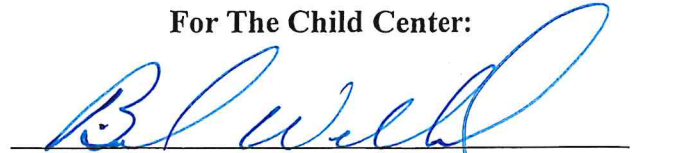

Hayden Spence, Sub Local Bargaining Member

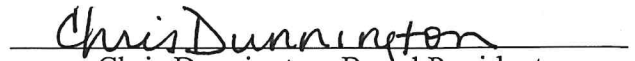

Maggie Bielefeldt, Sub Local Bargaining Member


Jami Cartwright, Sub Local Bargaining Member


Melissa Unger, SEIU Local 503
Executive Director

For The Child Center:


Bill Wellard, Executive Director/
Chief Spokesperson


Chris Dunnington, Board President

APPENDIX A - JOB CLASSIFICATION SALARY
SCALE

Effective January 1, 2019 - December 31, 2022
Professional Classifications

Step	Professional I	Professional II	Professional III	Business Professional
25	\$47,215	\$59,015	\$66,688	\$42,648
24	\$47,215	\$59,015	\$66,687	\$42,648
23	\$46,063	\$57,576	\$65,061	\$41,608
22	\$44,940	\$56,171	\$63,473	\$40,593
21	\$43,844	\$54,801	\$61,925	\$39,603
20	\$42,774	\$53,465	\$60,415	\$38,637
19	\$41,731	\$52,161	\$58,942	\$37,695
18	\$40,713	\$50,869	\$57,505	\$36,775
17	\$39,720	\$49,647	\$56,101	\$35,878
16	\$38,752	\$48,436	\$54,733	\$35,003
15	\$37,806	\$47,255	\$53,398	\$34,149
14	\$36,884	\$46,103	\$52,096	\$33,317
13	\$35,985	\$44,978	\$50,825	\$32,504
12	\$35,107	\$43,881	\$49,586	\$31,711
11	\$34,251	\$42,811	\$48,376	\$30,938
10	\$33,415	\$41,767	\$47,197	\$30,183
9	\$32,600	\$40,748	\$46,045	\$29,447
8	\$31,805	\$39,754	\$44,922	\$28,729
7	\$31,029	\$38,784	\$43,826	\$28,028
6	\$30,273	\$37,838	\$42,757	\$27,344
5	\$29,534	\$36,916	\$41,715	\$26,677
4	\$28,814	\$36,015	\$40,697	\$26,027
3	\$28,111	\$35,137	\$39,705	\$25,392
2	\$27,426	\$34,280	\$38,736	\$24,773
1	\$26,757	\$33,444	\$37,792	\$24,168

Effective January 1, 2019 - December 31, 2022
Teachers Classification

Step	Bach + 68	Masters	Masters + Endorsement/SPED	PhD Education
1	39,091	40,566	42,077	56,488
2	40,068	41,580	43,129	57,900
3	41,070	42,620	44,207	59,348
4	42,097	43,685	45,312	60,831
5	43,149	44,777	46,445	62,352
6	44,228	45,897	47,606	63,911
7	45,334	47,044	48,796	65,509
8	46,467	48,220	50,016	67,146
9	47,629	49,426	51,267	68,825
10	48,819	50,661	52,548	70,546
11	50,040	51,928	53,862	72,309
12	51,291	53,226	55,209	74,117
13	52,573	54,557	56,589	75,970
14	53,887	55,921	58,004	77,869
15	55,235	57,319	59,454	79,816

Effective January 1, 2020 - December 31, 2020
Professional Classifications

Step	Professional I	Professional II	Professional III	Business Professional
25	\$48,395	\$60,490	\$68,355	\$43,714
24	\$48,395	\$60,490	\$68,354	\$43,714
23	\$47,215	\$59,015	\$66,688	\$42,648
22	\$46,064	\$57,575	\$65,060	\$41,608
21	\$44,940	\$56,171	\$63,473	\$40,593
20	\$43,843	\$54,802	\$61,925	\$39,603
19	\$42,774	\$53,465	\$60,416	\$38,637
18	\$41,731	\$52,141	\$58,943	\$37,694
17	\$40,713	\$50,888	\$57,504	\$36,775
16	\$39,721	\$49,647	\$56,101	\$35,878
15	\$38,751	\$48,436	\$54,733	\$35,003
14	\$37,806	\$47,256	\$53,398	\$34,150
13	\$36,885	\$46,102	\$52,096	\$33,317
12	\$35,985	\$44,978	\$50,826	\$32,504
11	\$35,107	\$43,881	\$49,585	\$31,711
10	\$34,250	\$42,811	\$48,377	\$30,938
9	\$33,415	\$41,767	\$47,196	\$30,183
8	\$32,600	\$40,748	\$46,045	\$29,447
7	\$31,805	\$39,754	\$44,922	\$28,729
6	\$31,030	\$38,784	\$43,826	\$28,028
5	\$30,272	\$37,839	\$42,758	\$27,344
4	\$29,534	\$36,915	\$41,714	\$26,678
3	\$28,814	\$36,015	\$40,698	\$26,027
2	\$28,112	\$35,137	\$39,704	\$25,392
1	\$27,426	\$34,280	\$38,737	\$24,772

Effective January 1, 2020 - December 31, 2020
Teachers Classification

Step	Bach + 68	Masters	Masters + Endorsement/SPED	PhD Education
1	\$40,068	\$41,580	\$43,129	\$57,900
2	\$41,070	\$42,620	\$44,207	\$59,348
3	\$42,097	\$43,686	\$45,312	\$60,832
4	\$43,149	\$44,777	\$46,445	\$62,352
5	\$44,228	\$45,896	\$47,606	\$63,911
6	\$45,334	\$47,044	\$48,796	\$65,509
7	\$46,467	\$48,220	\$50,016	\$67,147
8	\$47,629	\$49,426	\$51,266	\$68,825
9	\$48,820	\$50,662	\$52,549	\$70,546
10	\$50,039	\$51,928	\$53,862	\$72,310
11	\$51,291	\$53,226	\$55,209	\$74,117
12	\$52,573	\$54,557	\$56,589	\$75,970
13	\$53,887	\$55,921	\$58,004	\$77,869
14	\$55,234	\$57,319	\$59,454	\$79,816
15	\$56,616	\$58,752	\$60,940	\$81,811

Effective January 1, 2021 - December 31, 2021
Professional Classifications

Step	Professional I	Professional II	Professional III	Business Professional
25	\$49,605	\$62,002	\$70,064	\$44,807
24	\$49,605	\$62,002	\$70,063	\$44,807
23	\$48,395	\$60,490	\$68,355	\$43,714
22	\$47,216	\$59,014	\$66,687	\$42,648
21	\$46,064	\$57,575	\$65,060	\$41,608
20	\$44,939	\$56,172	\$63,473	\$40,593
19	\$43,843	\$54,802	\$61,926	\$39,603
18	\$42,774	\$53,445	\$60,417	\$38,636
17	\$41,731	\$52,160	\$58,942	\$37,694
16	\$40,714	\$50,888	\$57,504	\$36,775
15	\$39,720	\$49,647	\$56,101	\$35,878
14	\$38,751	\$48,437	\$54,733	\$35,004
13	\$37,807	\$47,255	\$53,398	\$34,150
12	\$36,885	\$46,102	\$52,097	\$33,317
11	\$35,985	\$44,978	\$50,825	\$32,504
10	\$35,106	\$43,881	\$49,586	\$31,711
9	\$34,250	\$42,811	\$48,376	\$30,938
8	\$33,415	\$41,767	\$47,196	\$30,183
7	\$32,600	\$40,748	\$46,045	\$29,447
6	\$31,806	\$39,754	\$44,922	\$28,729
5	\$31,029	\$38,785	\$43,827	\$28,028
4	\$30,272	\$37,838	\$42,757	\$27,345
3	\$29,534	\$36,915	\$41,715	\$26,678
2	\$28,815	\$36,015	\$40,697	\$26,027
1	\$28,112	\$35,137	\$39,705	\$25,391

Effective January 1, 2021 - December 31, 2021
Teachers Classification

Step	Bach + 68	Masters	Masters + Endorsement/SPED	PhD Education
1	\$41,070	\$42,620	\$44,207	\$59,348
2	\$42,097	\$43,686	\$45,312	\$60,832
3	\$43,149	\$44,778	\$46,445	\$62,353
4	\$44,228	\$45,896	\$47,606	\$63,911
5	\$45,334	\$47,043	\$48,796	\$65,509
6	\$46,467	\$48,220	\$50,016	\$67,147
7	\$47,629	\$49,426	\$51,266	\$68,826
8	\$48,820	\$50,662	\$52,548	\$70,546
9	\$50,041	\$51,929	\$53,863	\$72,310
10	\$51,290	\$53,226	\$55,209	\$74,118
11	\$52,573	\$54,557	\$56,589	\$75,970
12	\$53,887	\$55,921	\$58,004	\$77,869
13	\$55,234	\$57,319	\$59,454	\$79,816
14	\$56,615	\$58,752	\$60,940	\$81,811
15	\$58,031	\$60,221	\$62,464	\$83,856

Effective January 1, 2022 - December 31, 2022
Professional Classifications

Step	Professional I	Professional II	Professional III	Business Professional
25	\$50,845	\$63,552	\$71,816	\$45,927
24	\$50,845	\$63,552	\$71,815	\$45,927
23	\$49,605	\$62,002	\$70,064	\$44,807
22	\$48,396	\$60,489	\$68,354	\$43,714
21	\$47,216	\$59,014	\$66,687	\$42,648
20	\$46,062	\$57,576	\$65,060	\$41,608
19	\$44,939	\$56,172	\$63,474	\$40,593
18	\$43,843	\$54,781	\$61,927	\$39,602
17	\$42,774	\$53,464	\$60,416	\$38,636
16	\$41,732	\$52,160	\$58,942	\$37,694
15	\$40,713	\$50,888	\$57,504	\$36,775
14	\$39,720	\$49,648	\$56,101	\$35,879
13	\$38,752	\$48,436	\$54,733	\$35,004
12	\$37,807	\$47,255	\$53,399	\$34,150
11	\$36,885	\$46,102	\$52,096	\$33,317
10	\$35,984	\$44,978	\$50,826	\$32,504
9	\$35,106	\$43,881	\$49,585	\$31,711
8	\$34,250	\$42,811	\$48,376	\$30,938
7	\$33,415	\$41,767	\$47,196	\$30,183
6	\$32,601	\$40,748	\$46,045	\$29,447
5	\$31,805	\$39,755	\$44,923	\$28,729
4	\$31,029	\$38,784	\$43,826	\$28,029
3	\$30,272	\$37,838	\$42,758	\$27,345
2	\$29,535	\$36,915	\$41,714	\$26,678
1	\$28,815	\$36,015	\$40,698	\$26,026

Effective January 1, 2022 – December 31, 2022
Teachers Classification

Step	Bach + 68	Masters	Masters + Endorsement/SPED	PhD Education
1	\$42,097	\$43,686	\$45,312	\$60,832
2	\$43,149	\$44,778	\$46,445	\$62,353
3	\$44,228	\$45,897	\$47,606	\$63,912
4	\$45,334	\$47,043	\$48,796	\$65,509
5	\$46,467	\$48,219	\$50,016	\$67,147
6	\$47,629	\$49,426	\$51,266	\$68,826
7	\$48,820	\$50,662	\$52,548	\$70,547
8	\$50,041	\$51,929	\$53,862	\$72,310
9	\$51,292	\$53,227	\$55,210	\$74,118
10	\$52,572	\$54,557	\$56,589	\$75,971
11	\$53,887	\$55,921	\$58,004	\$77,869
12	\$55,234	\$57,319	\$59,454	\$79,816
13	\$56,615	\$58,752	\$60,940	\$81,811
14	\$58,030	\$60,221	\$62,464	\$83,856
15	\$59,482	\$61,727	\$64,026	\$85,952

APPENDIX B - WORK CATEGORIES/JOB TITLES

Position	Overtime Status	Vacation Leave Group	Job Classification
ITS/IOSSCTS Day Treatment/ ABA Program			
Teacher	Exempt	IV	Teacher
Child/Family Therapist	Exempt	I	Professional II
Licensed Therapist (LCSW, LMFT, LPC)	Exempt	<u>I</u>	Professional III
Behavior Support Specialist	Non-exempt	I	Professional I
Instructional Assistant	Non-exempt	I	Hourly
One-on-One Aide	Non-exempt	III	Hourly
Family Peer Support Specialist	Non-exempt	I	Professional I
Registered Behavior Technician	Non-exempt	I	Professional I
Behavioral Education Assistant	Non-exempt	I	Professional I
Outpatient Services			
Child/Family Therapist	Exempt	II	Professional II
Licensed Therapist	Exempt	<u>II</u>	Professional III
Behavior Support Specialist	Non-exempt	I	Professional I
Assessment Specialist	Exempt	II	Professional II/III
Support Staff			
Nurse	Non-exempt	II	Professional I
Intake Coordinator	Exempt	II	Professional II/III
Transition Coordinator	Exempt	II	Professional II/III
Speech Therapist	Exempt	I	Professional II/III
Community Health Worker	Exempt	II	Professional I
CPS Coordinator	Non-exempt	II	Professional I
CPS Facilitator	Non-exempt	II	Professional II
Crisis Responders	Non-exempt	III	On-call

Admin Staff			
Bookkeeper	Non-exempt	II	Business Professional
Billing Clerk	Non-exempt	II	Business Professional
Records Clerk	Non-exempt	II	Business Professional
Office Assistant	Non-exempt	II	Business Professional
Accounting Clerk	Non-exempt	II	Business Professional
Cook	Non-exempt	I	Hourly

APPENDIX C - OUTPATIENT/UNIT THERAPIST COMPENSATION EXAMPLES

The following examples are applicable to therapists providing an Outpatient level of service. These examples are intended for clarification only and do not represent actual billing payment amounts.

Example A: Therapist A is a licensed therapist on the panel of Feelgood Insurance. Therapist A works all 20 billing days of the month, with a billing obligation of 88 hours for the month. Therapist A bills 30 hours with Feelgood Insurance clients, at \$100 an hour, and 58 hours with other clients. Therapist A would receive their base salary, plus \$450 (15% of the \$3000 of payments received from Feelgood Insurance.)

Example B: Therapist B is a licensed therapist on the panel of Bonne Santé Insurance. Therapist B works all 20 billing days of the month, with a billing obligation of 88 hours for the month. Therapist B bills 40 hours with Bonne Santé Insurance clients, at \$100 an hour, and 58 hours with other clients. Therapist B would receive their base salary, plus \$450 (15% of the \$3000 billed with Bonne Santé Insurance under their billing obligation), plus \$400 (40% of the \$1000 of payments received from Bonne Santé Insurance that exceeded their monthly billing obligation).

Example C: Therapist C is a licensed therapist on the panel of Feelgood Insurance, who works the first ten billing days of the month, then uses accrued vacation time for the last ten days of the month. Therapist C has a billing obligation of 44 hours for the month, adjusting for the paid vacation time they used. Therapist C bills 50 hours for the month, 25 with Feelgood Insurance clients, at \$100 an hour, and 25 with other clients. Therapist C would receive their base salary, plus \$285 (15% of the \$1900 of payments received from Feelgood Insurance under their billing obligation), plus \$240 (40% of the \$600 of payments received from Feelgood Insurance that exceeded their monthly billing obligation).

Example D: Therapist D is an unlicensed outpatient therapist whose FTE has been increased to 1.15. Therapist D's weekly billing obligation would be 25.3 hours weekly, or 5.06 hours per day ($22 \times 1.15 = 25.3$ and $4.4 \times 1.15 = 5.06$).

Example E: Therapist E is an unlicensed outpatient therapist working at 1.2 FTE, with a base monthly salary of \$2500. There are 20 billing days in the month, so Therapist E's adjusted billing obligation is 105.6 hours ($20 \times 4.4 \times 1.2 = 105.6$). If Therapist E meets 100% of their billing obligation for the month, their monthly salary would be adjusted accordingly ($\$2500 \times 1.2 = \3000 month).

Example F: Therapist F is an unlicensed outpatient therapist working at 1.2 FTE, with a base monthly salary of \$2500. Therapist F's adjusted billing obligation for the month is 105.6 hours. If Therapist F only billed 96.8 hours, 110% of their base salary billing obligation, their monthly salary would be adjusted accordingly ($\$2500 \times 1.1 = \2750), but no lower than their base FTE salary.

Example G: Therapist G is an unlicensed outpatient therapist working at 1.25 FTE, with a base monthly salary of \$2500, who works the first ten billing days of the month, then uses accrued vacation time for the last ten days of the month. Therapist C has a billing obligation of 55 hours for the month, adjusting for the paid vacation time they used ($10 \text{ billing days} \times 4.4 \times 1.25 = 55$ hours). If Therapist G bills 55 hours, 100% of their obligation, their adjusted monthly salary would be \$3125 ($\$2500 \times 1.25 = \3125).

Example H: Therapist H is a therapist, working at 1 FTE, who attends a full-day training. Therapist H was credited 4.4 hours (20% of their weekly goal) for their attendance at the training.

Example I: Therapist I is a therapist, working at 1.2 FTE, who attends a full-day training. Therapist I was credited 5.28 hours (20% of their weekly goal) for their attendance at the training.

Example J: Therapist J billed 52 hours for the month between their ten IOSS clients and 35 hours for their remaining clients. The 52 hours were credited at 1.10% of billing credit. $(52 \times 1.10\% = 57.2 \text{ hours (IOSS)}) + 35 \text{ hours (OP)} = 92.2 \text{ total hours for the month.}$

**APPENDIX D - PRORATED COMMISSION FOR 7/1/18-
2/28/19**

Billing calculations for the time period of July 1, 2018 - February 28, 2019:

- Starting with 35 weeks which equals 175 billing days (8 months)
- Subtract 10 holidays and 2 retreat days
- Subtract 6 sick days, 25 vacation days, 3 personal days, 3 training days (which is 67% of annual totals)
- Subtracted from 175 billing days = 138.1 billing days
- In required billing hours that equals:
 - 607 billing hours for Outpatient
 - 524 billing hours for the IOSS Unit
 - 552 billing hours for Behavior Support Specialist

APPENDIX E - UNION GRIEVANCE FORM



OFFICIAL STATEMENT OF GRIEVANCE FORM

◆ Type Or Press Hard with Ballpoint Pen ◆

Name of Grievant(s): _____

Name of Group (if applicable): _____

Job Classification: _____

Name of Agency: _____ Work Location: _____

Name of Immediate Supervisor: _____ Filed With (if other than supervisor): _____

Date Grievance Occurred or Discovered: _____

Statement of Grievance: { Be specific
Include date of occurrence
Attach additional sheets if necessary

Right Violated (Cite articles in the contract): _____

Remedy Requested: _____

- I hereby assign the above grievance to the SEIU Local 503, OPEU, AFL-CIO, CLC, for final disposition.
• I authorize any representative of the SEIU Local 503, OPEU to examine the contents of my personnel file.

Signature of Grievant: _____ Date: _____

Grievant's Home Address: _____

Telephone Numbers: _____

Steward for this Grievance: _____

Steward's Home Address: _____

SEIU Local 503 Field Rep for this Grievance: _____

White ~ Steward

Yellow ~ Management

Pink ~ Grievant

**APPENDIX F - REQUEST FOR LICENSURE
SUPERVISION FORM**

A Circle of Care for Children and Families



**Request For Licensure Supervision
And
Financial Aid**

Employee Name: _____

Your Supervisor's Name At Work: _____

Type/Name of License Being Sought: _____

Name of Person to Provide Licensure Supervision: _____

Fee or Rate of Pay Per Hour For Licensure Supervision Being Requested: _____

Length Of Time Anticipated To Achieve Licensure: _____

Employee Signature: _____ Date: _____

Supervisor Signature: _____ Date: _____

Committee Use Only

Committee Recommendation: Approved _____ Denied _____

Amount Approved: _____

List Any Conditions To Funding: _____

Committee Person Signature: _____ Date: _____

Executive Director Signature: _____ Date: _____

Weingarten Rights

"If this discussion could in any way lead to my being disciplined or terminated, or affect my personal working conditions, I respectfully request that my union representative, officer, or steward be present at this meeting. Until my representative arrives, I choose not to participate in this discussion."

For Contract questions or concerns please contact our Member Resource Center at:

1-844-503-SEIU (7348)

Non-Profits: nonprofits@seiu503.org