

AGREEMENT BETWEEN

THE PARRY CENTER FOR CHILDREN

AND

SEIU LOCAL 503,

OREGON PUBLIC EMPLOYEES UNION

October 1, 2021 – September 30, 2024

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AGREEMENT

This Agreement is made and shall be considered effective as of October 1, 2021, by and between Parry Center for Children located at 3415 S.E. Powell Blvd., Portland, OR 97202 (hereinafter called the “Employer”) and SEIU Local 503, Oregon Public Employees Union with its offices at 1730 Commercial St., S.E., Salem, OR 97309 (hereinafter referred to as the “Union”), acting herein on behalf of the Employees of said Employer as hereinafter defined, now employed and hereinafter to be employed and collectively designated as the “Employees”.

WITNESSETH:

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

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

ARTICLE 1. UNION RECOGNITION

Section 1. The Employer recognizes the Union as the exclusive collective bargaining agent, for employees employed at the Employer’s Portland, Oregon facility; and more particularly described as follows:

All regular and part-time employees including on-call employees who have worked no less than one hundred twenty (120) hours and temporary employees after such employees has worked more than ninety (90) work days at the Employer’s Parry Center for Children Campus located at 3415 S.E. Powell Blvd., in Portland, Oregon and/or who work at Edward’s Elementary School at 1715 SE 32nd Place in Portland, Oregon (as specifically described in the job classifications identified in Article 31 below), but excluding temporary contract personnel not employed directly by the Employer’s Parry Center for Children facility, summer teachers, and teachers assistants, child and family therapists, Garden Coordinator, confidential employees, including executive secretary, accountant and accounting manager, clinical department secretary, information specialist, and community relations director, managers, guards, and supervisors as defined in the Act.

Section 2. Nothing in this Agreement shall limit the right of the Employer to promote employees from the bargaining unit provided such employee agrees to accept the promotion. In the event any employee in the bargaining unit is promoted to a position outside the bargaining unit, the employee will retain and accumulate seniority for a period of one hundred eighty (180) continuous calendar days. An employee remaining outside the unit beyond such period after promotion will retain all seniority rights to the date of promotion, but will accrue no further seniority.

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

Agreement. The Employer agrees to offer to negotiate the rate of pay in the event of a substantial change in job content.

ARTICLE 2. NON-DISCRIMINATION

Section 1. Neither the Employer nor the Union shall discriminate against, or in favor of, any employee in the bargaining unit on account of race, color, creed, national origin, political belief, sex, age, Union activity, familial status, sexual orientation, gender identity, gender expression, mental or physical disability, or any other protected class under state or federal law.

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

Section 3. 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. Any employee who believes they are being subjected to sexual harassment should report it to a supervisor or Human Resources as soon as possible.

Section 4. Any alleged violation of Article 2 may be processed in accordance with the grievance procedure found in Article 19 beginning at either Step 1 or Step 2; however, such grievances are not arbitrable.

ARTICLE 3. UNION SECURITY AND CHECK OFF

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

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

Section 2. Check Off.

a) During the life of this Agreement, the Employer agrees to deduct monthly such initiation fees or monthly dues/service fees levied by the Union in accordance with the Constitution and By-Laws of the Union from each employee who executes or has executed an "Authorization for

Deduction of Union Dues, Etc.” form.

b) 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 will 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.

c) A file containing new authorizations or changes in authorizations for employee Union deductions will be submitted by the Union to the Employer electronically by close of business on the business day immediately preceding the sixth (6th) or each month. The Employer agrees that new or changed payroll deduction authorizations submitted within the above timelines shall be made for the month in which such list is submitted.

Section 3. Remittance of Payment. All monies deducted as hereinabove provided shall be paid by the Employer to the Union within fifteen (15) days after such deductions are made by the Employer, together with (to the extent available by the Employer’s payroll service) an electronic list which includes names, home address, social security number, salary amount, dues or in-lieu-of-dues payment plus any special voluntary payroll deductions. The Employer will also provide, in electronic form, (to the extent possible) employee name, social security number, hire date, FTE status, amounts deducted, classification, work unit, hourly wage rate, employee home telephone number and designation of membership status of employees for whom dues/service fees and initiation fees have been deducted. The Employer shall designate on this list new hires, employee terminations and employees on Leave of Absence of more than thirty (30) calendar days. In both cases, this information will be provided 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 arising out of the deduction of money for Union dues/service fees, initiation fees or reinstatement fees from an employee’s pay or the consequences of a written Union demand that an employee be discharged under Section 1 of this Article 3. Furthermore, the Union assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the Union.

ARTICLE 4. MANAGEMENT RIGHTS

Except as expressly modified or restricted by a specific provision of this Agreement, all managerial rights, prerogatives, and functions are retained and vested exclusively in the Employer, including, but not limited to, the rights, in accordance with its sole and exclusive discretion and judgment: to warn, reprimand, suspend, discharge, or otherwise discipline employees for just cause; to determine the number of employees to be employed; to hire employees, determine their qualifications, and assign and direct their work; to promote, demote, transfer, lay off, recall to work, and retire employees; to set the standards of productivity and the

services to be rendered; to determine the amount and forms of compensation for employees; to determine the personnel, methods, means, and facilities by which operations are conducted; to set the starting and quitting time and the number of hours and shifts to be worked; maintain efficiency, close down, or relocate The Parry Center operations or any part thereof; to expand, reduce, alter, combine, transfer, assign, or cease any job, department, operation, or service; to control and regulate the use of facilities, equipment, and other property of The Parry Center; to introduce new or improved service, to determine the number, location, and operation of departments, divisions, and all other units of The Parry Center to issue, amend, and revise policies, rules, regulations, and practices; and to take whatever action is either necessary or advisable to determine, manage, and fulfill the mission of The Parry Center and to direct The Parry Center employees. The Parry Center's failure to exercise any right, prerogative, or function hereby reserved to it, or The Parry Center's exercise of any right, prerogative, or function in a particular way, shall not be considered a waiver of The Parry Center's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

ARTICLE 5. NO STRIKE CLAUSE

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

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

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

ARTICLE 6. UNION RIGHTS

Section 1. The Employer will provide and install one (1) bulletin board in the Henry House building at the main campus, one (1) bulletin board in the modular computer lab, one (1) bulletin board in the employee break room in the basement of Corbet Meier, one (1) bulletin board in the break room at Day treatment (Edwards School), one (1) cupboard in the kitchen between each residential unit, and a three (3) ring binder in the ABS building, each residential unit, the kitchen, maintenance department, housekeeping department, the clinic, day treatment secretarial office, and the school-based offices at the school sites which shall be used exclusively for the purpose of posting official Union business. The parties agree to meet regarding new binders for newly-created or reorganized sites. The parties agree to refer to the Labor-Management Committee any disagreement over placement of three (3) ring binders. Official Union business (limited to meeting notices, Union newsletters, notice of elections, Union events for SEIU Local 503 and Local 987 and the AFL-CIO) shall be posted by the Union Representative(s) or Bargaining Unit employees that they designate. Official Union business shall conform to standards of good taste,

civility and propriety and will not be accessible to agency clients and their families or other non-employees.

Section 2. The Union representative(s) will have reasonable access to the Employer's facility for the purpose of administering the Agreement. The Campus Director will designate those areas of the campus suitable for the meetings. The Union representative will follow the check in and out system required for all visitors. Union representatives will be escorted by an Employer representative to and from a designated location as long as waiting for the Employer representative does not cause an unreasonable delay. Such Employer representative shall not interfere with the Union representative's ability to meet and converse and will not stay to observe the meeting if he/she is not part of the bargaining unit. Union representatives shall not meet and/or confer with any bargaining unit employee while such employee is on working time; provided breaks and meal periods are not intended to be covered by this sentence.

Section 3. Bargaining Unit Officers and Stewards may use the Employer's inter-office electronic mail and computer system on non-work time, to send emails regarding Labor-Management meetings, bargaining unit membership meetings, and other Union business. The Union agrees that the email system will not be used to discuss confidential information. The Employer shall provide each employee a work email account.

Section 4. The collective bargaining agreement will be accessible electronically to all Parry Center employees.

ARTICLE 7. TRIAL SERVICE PERIOD

Section 1. Newly-hired employees shall serve a trial service period. This period may be extended by mutual agreement of the Union and Employer. No seniority or other fringe benefits except paid holidays and sick leave shall accrue during the trial service period. Any employee successfully completing the trial service period shall be retroactively credited with seniority and vacation days earned during said period. The trial service period is six hundred (600) straight-time hours of actual work.

Section 2. The Union will represent employees in their trial service period for the purpose of collective bargaining with respect to wages, hours, and other conditions of employment; however, a trial service employee disciplined or discharged for any reason other than for Union activity shall not be represented by the Union nor have recourse to the Grievance and Arbitration Procedures set forth in this Agreement. An on-call employee hired into a regular full-time or part-time position, who has not completed their trial service, shall restart the 600-hour trial service period for purposes of this Article. However, hours spent working as an on-call employee will count towards benefits eligibility.

ARTICLE 8. NEW EMPLOYEE ORIENTATION

Section 1. The Employer will establish an orientation program of at least one (1) week for new Direct Care employees and up to three (3) calendar days for all other employees, depending upon the employee's background and experience.

Section 2. A Union officer or shop steward shall be given up to one (1) hour during the New

Employee Orientation program for new employees to make a presentation to those employees hired into classifications within the bargaining unit whether a formal meeting is held or not.

Section 3. The Parry Center will make reasonable, good faith efforts to ensure that all Direct Care staff are fully trained prior to working their first paid shift on a unit in all cases. Shadow shifts (observation only) may be offered prior to the training academy. In all cases Direct Care staff will complete training in the following categories as part of the new hire orientation program:

Boundaries and Professional Relationships

Risk Management/Crisis Intervention

Therapeutic Intervention Training

HIPAA/Privacy Certification Training

Reporting Child Abuse & Neglect

Introduction to Psychoactive Medications (Classifications, Side Effects and response, and the use of PRNs)

Comprehensive Self Harm and Suicide Policy

Section 4: New employees will be made aware of any high risk or priority concerns before the first shift providing direct care.

Section 5: Non-Direct care staff shall receive reasonable time as needed to complete online trainings in the computer lab without other job duties.

Section 6: Upon written request, any issues regarding the newly established training protocols may be referred to the Labor-Management Committee (Article 12) by following established agenda procedures.

Section 7: All new Direct Care employees will be made aware of the personal liability risks associated with their new positions including the implications of DHS investigations on future employment and volunteer opportunities.

ARTICLE 9. HEALTH AND SAFETY

Section 1. The Employer will take all reasonable precautions to safeguard the health and safety of employees covered by this Agreement during their hours of work and to maintain recognized standards of safety and sanitation. The Employer will comply with all applicable provisions of the law regarding the health and safety of the employees.

Section 2. When it is not in violation of any Federal or State law regarding the clients' confidentiality, it will be the intent of the Employer, to the extent known, to advise the employees in advance on a need-to-know basis, of any clients with an infectious disease. The Employer will provide the employees with the training and supplies necessary for the clients'

care and for the safety of the other clients and employees. This, however, does not preclude the employees from using “Universal Precautions” at all times.

Section 3. Employees will be made aware of and follow the Occupational Exposure to Bloodborne Pathogens Policy.

Section 4. The Employer and the Union will make every effort to maintain staffing levels which do not compromise the adequate care of residents. The Employer will staff to the acuity and severity of admitted clients and make every effort to meet or exceed the following guidelines as long as they are in accordance with state requirements:

- (a) No less than one (1) staff for every three (3) children during the day and evening shifts on all residential units and in the Day Treatment program.
- (b) No less than one (1) staff for every six (6) children on overnight shifts.

The Employer will also include an explanation of these guidelines in the new hire orientation program including the minimum staff-to-client ratios and which staff are included in these ratios. Employees working on “shadow shifts” shall not be included in these ratios.

Section 5. Upon written request, the Employer will provide temporary transfers to pregnant employees and to employees suffering from a work-related injury, when deemed medically necessary, to available vacant jobs and worksites that pose less physical harm from clients with documented histories of causing physical harm to employees.

Section 6. The bargaining unit shall be allowed to select no less than three (3) of their members to serve on the workplace safety committee, and such service will be on paid time.

Section 7. The minutes of the safety committee meetings shall be forwarded to the Union.

Section 8. In the event that an employee is injured on-the-job and unable to continue working, the Employer will pay the employee through the remainder of their scheduled shift. The Employer will pay up to two (2) additional days administrative leave for the next two consecutive days following injury if the employee is otherwise scheduled to work under the following conditions:

- 1. The employee seeks medical attention within forty-eight (48) hours of being injured;
- 2. The employee’s attending physician certifies that the employee cannot work; and
- 3. The employee does not have accrued sick leave available to cover the missed shift(s).

If there is appropriate light duty available, the Employer may offer light duty in lieu of administrative leave.

Section 9. Through the Labor Management Committee, the Employer and the Union agree to

review on-the-job injuries and to jointly develop health and safety programs in an effort to reduce the incidents of on-the-job injuries. On no less than two (2) times annually, the agenda for the Labor-Management Committee meetings will include a review of the frequency and type of on-the-job injuries incurred by members of the bargaining unit. Such Labor-Management Committee meetings will be scheduled to assure at least one clinical unit supervisor is present at such meetings where on-the-job injuries are discussed.

Section 10. Through the Labor Management Committee, the Employer and the Union agree to send out emails highlighting the benefits, including EAP therapy benefits, and explaining how to utilize them. These emails will be sent out quarterly or as frequently as the Committee meets and the overall content will be agreed to by both parties.

Section 11. The Employer agrees to prioritize enabling employees to attend wellness fairs and other Employer-sponsored events.

ARTICLE 10. HOURS OF WORK/OVERTIME/PAYDAY

Section 1. Payday will be the first (1st) and fifteenth (15th) of each month; however, the Employer may change to a twice monthly payroll with thirty (30) calendar days' notice to the Union. In the event of such change, there will be no more than sixteen (16) calendar days between paychecks. Upon voluntary or involuntary termination (including but not limited to layoffs, resignation, voluntary or involuntary discharge), employees' final pay will be direct deposited or mailed to the last known address on file on payday.

Section 2. 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 time regular straight-time pay will be paid for all hours that exceed forty (40) hours during the employee's work week.

Section 3. Any and all restructuring or changes to schedules or programs are in the Employer's sole discretion. The Union will be notified of permanent changes as soon as possible but not later than three (3) business days after the change.

Section 4. Employees who are called in to work on a day they are not scheduled to work shall be paid for all hours worked.

Section 5. The Employer will post employees' schedules for a two (2) week period at least one (1) week in advance. Employees will be allowed to trade days off if they have pre-authorization from their supervisor, his/her designee or lead and such exchange does not require the Employer to pay overtime or any other premium pay which would otherwise not apply if the schedule had not been changed. Nothing in this section is intended to restrict the leads' authority to schedule.

Section 6. The Employer will provide a paid rest period of approximately ten (10) to fifteen (15) minutes for every four (4) hours worked by an employee in a work period. Rest breaks for the expression of milk follow this same general rule. Meal breaks up to thirty (30) minutes may be taken when feasible and least disruptive to the department. If thirty (30) minutes or more, such meal breaks are unpaid.

Section 7. The Employer will make coverage calls to call out qualified employees (as reasonably determined by the Employer) with the supervisor's approval by using the following procedure:

- (a) First - Regular Part-time employees
- (b) Second - Regular employees who work less than forty (40) hours
- (c) Third – On-call
- (d) Fourth - Regular employees who work forty (40) hours or more
- (e) Fifth - Leads.

However, steps of this procedure may be skipped in the interest of safety and therapeutic quality as determined by supervisors. The Employer retains the right to call out on-call or contract personnel at any time and such decision shall not be deemed a violation of this Agreement.

Section 8. In order to promote career development, the Employer will offer informational interviews with supervisors from other departments in order to learn about the ideal skills and experience a staff member would need to qualify for a different job with the Employer.

ARTICLE 11. EMPLOYEE CLASSIFICATION

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

- a) Regular Employees: Employees who work thirty (30) or more hours per week on a regular basis, whether paid on an hourly or salaried basis, will be classified regular. Regular employees are eligible for all fringe benefits provided in the Agreement.
- b) Part-Time Employees: Employees who work less than thirty (30) hours on a regular basis will be classified-as-part time employees. Part-time employees are not eligible for fringe benefits as provided in the Agreement, except for holidays and sick leave (as provided in Article 24, Section 5).
- c) On-Call Employees: All employees hired on an "as needed" basis for relief coverage will be classified as on-call. On-call employees who work an average of less than thirty (30) hours per week are not eligible for fringe benefits as provided in the Agreement, except for holiday premium pay, seniority, and sick leave (as provided in Article 24, Section 5). On-call employees who work an average of thirty (30) or more hours per week over a period of one hundred and eighty (180) days are eligible for medical and dental benefits as provided in the Agreement.

- d) Temporary Employees: Employees told at the time of hire their employment will be limited by certain conditions such as a specified date of termination, specified budget, or completion of an assigned work project, will be classified as temporary and will be covered by this Agreement after ninety (90) days of work. Temporary employees are not eligible for fringe benefits provided in the Agreement, except for holiday premium pay and sick leave (as provided in Article 24, Section 5).

Section 2. No Change in Classification. The Employer shall have no obligation to revise an employee's classification (category) when an employee temporarily works additional hours (for example, such as maternity leave).

ARTICLE 12. LABOR-MANAGEMENT COMMITTEE

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

Management agrees to communicate in advance program decisions and changes to day-to-day operations (including scheduling which applies on a program basis (this does not apply to individual employee schedules)) and to provide members of the committee an opportunity to voice concerns or suggest alternatives.

Section 2. The Labor-Management Committee shall meet on a quarterly basis, or more frequently, depending on mutually agreed need. All Committee meetings will be subject to agenda limitations and shall require all agenda items to be presented in writing to all Committee members no less than seven (7) calendar days prior to the scheduled meeting. No Committee meeting shall adjourn without establishing the next meeting date.

Section 3. The parties to this Agreement agree to designate Committee Co-Chairpersons, one from the Union (to be selected by the Union) and one from management (to be selected by management). Both the Union and management have the right to appoint up to two (2) additional members of the committee. Union appointees will be selected by the Union and management appointees will be selected by management. Bargaining unit employees at the Parry Center shall receive their normal straight-time rate of pay to attend these meetings, to a maximum of twenty-four (24) hours per month for all bargaining unit participants for any month in which a mutually-agreed meeting is held. Each party shall have the option of additional temporary appointees; subject to the needs of the agenda, however, their time will be calculated into the maximum of twenty-four (24) hours for the month, for any month in which a mutually-agreed meeting is held. Committee appointments shall be communicated in writing to the

respective chair persons.

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

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

Section 6. The parties agree to provide copies of minutes from Labor-Management Committee meetings to the Board of Directors.

ARTICLE 13. MANDATORY MEETINGS AND TRAINING

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

Section 2. If required by the Employer, the Employer will pay for Employer-designated training, including Risk Management/Crisis Intervention, CPR, first aid training, and food handlers card for direct care staff. If the training does not occur during scheduled work hours, the Employer will pay the employee his/her regular rate of pay during the training.

Section 3. Employees who voluntarily sign up for Employer-sponsored training sessions are required to attend such sessions in the same manner the employee is expected to report for work on their assigned shift. Employees may cancel their participation in a scheduled training session pursuant to the same procedures outlined in Article 24, Sick Leave, Section 2 for employee absences from scheduled shifts.

Section 4. Except in an emergency situation, employees will be provided orientation to a unit prior to working on that unit.

Section 5. During monthly team meetings, the Employer will continue to focus on clinically-informed team specific training. Employees can make suggestions for potential training topics to their supervisor, to their Union representative, or in a Labor Management Committee meeting.

Section 6. Except in cases of emergency, Skills Trainers will receive training on how to lead a shift prior to leading a shift in the absence of an STS staff employee. Employees have the right to engage management to discuss concerns prior to being assigned to lead a shift.

ARTICLE 14. SENIORITY

Section 1. Seniority. Seniority is defined as an employee's hours worked for The Parry Center since their most recent date of hire, as set forth in this and other specific articles. For purposes of

this Agreement, “most recent” date of hire refers to an employee who has terminated employment at the Parry Center, and who is rehired by the Parry Center at a later date.

Section 2. Application of Seniority.

- A) Layoff: When a decision has been made to reduce the work force, the following procedure will be utilized:
 - 1) Employees in the classifications affected who volunteer will be accommodated first for layoff.
 - 2) Probationary employees within the classification where the reduction will occur will be laid off next.
 - 3) Non-probationary employees in the affected classification and worksite shall be laid off next. In the event two (2) or more employees are equal with respect to their skills, abilities, qualifications and ability to perform the required work in an efficient manner, (as reasonably determined by the Employer), then the employee(s) with the lesser seniority shall be laid off first.

- B) Vacancies & Displacements: Employees laid off shall have the right to be considered to fill vacancies.

- C) Recall: For a period of twelve (12) consecutive months from the date of layoff, employees will be recalled to open positions in the same classification from which they have been laid off in the reverse order of layoff, provided they remain fully qualified to perform the job functions involved. At the time of layoff, each laid off employee will inform the Employer in writing of the job classification(s) for which he/she desires recall rights, provided the employee can demonstrate prior work performance in such classification acceptable to the Employer. In the event an employee is offered recall to a position for which he/she has requested recall rights and refuses it, such employee shall forfeit all recall rights and be considered to have terminated his/her employment.

- D) Vacation Scheduling: Seniority shall be utilized in the selection of vacation. In the event there is a conflict among employees in the same worksite desiring the same vacation time, the employee with the greatest seniority will be the employee given preference. No employee shall use their seniority rights more than once every two (2) years.

Section 3. The Employer will post, on the Union bulletin board in the modular computer lab, seniority lists within thirty (30) calendar 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 will discuss it with the Employer, and can review with the Human Resources Director their payroll or human resource records.

Section 4. Employees shall accrue seniority during their continuous employment. No additional seniority shall be accrued during any unpaid leave of absence. The employee shall retain all seniority accrued at the time of the commencement of the unpaid leave of absence.

Section 5. Seniority shall be lost if the employee quits, or is discharged for just cause, or fails to return to work after an approved leave of absence or is off work for any reason in excess of twelve (12) consecutive months (except to the extent otherwise required by law).

ARTICLE 15. JOB VACANCY

Section 1. The Employer will post all newly created jobs or job vacancies within the bargaining unit on the intranet and a web-based listing accessible to employees who cannot access the intranet for a period of three (3) calendar days. Job postings shall specify the minimum acceptable qualifications, full or part-time status, schedule and worksite. The successful job applicant will be notified within seven (7) calendar days after the hiring decision has been made.

Section 2. All qualified employees covered by this Agreement who are eligible to apply, may do so by completing the Job Application Form and submitting it to the Human Resources Director or designee before the closing date stated on the job announcement, a copy of which will be provided to the applicant. First consideration for all open positions will be given to current Trillium employees before external candidates. The Employer retains sole discretion to determine whether the employee is qualified for the position utilizing the factors as set forth in Section 4 of this Article.

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

Section 4. The Employer will take into consideration the following factors in the selection of individuals to fill job vacancies:

Educational background, previous work experience, proven skills, availability, potential for professional growth, and willingness to work.

When applicants are judged by the Employer to be equally qualified, seniority will be used as the determining factor.

ARTICLE 16. LEAVE OF ABSENCE

Section 1. Employees shall be eligible for leaves of absence in accordance with the terms of this Article.

Section 2. Personal Leave. Upon written request by the employee, an unpaid leave of absence, not to normally exceed ninety (90) consecutive calendar days, may, at the Employer's discretion, be granted to employees for any reasonable purpose. No compensation or other benefits shall be paid for any period of the leave. Employees shall not seek or accept other employment, including self-employment, while on leave of absence unless permission to do so has been granted in writing prior to the granting of the leave. Unless otherwise required by law, employees returning from leave have no rights to their former jobs, or an equivalent job if the leave lasts more than ninety (90) consecutive calendar days. Employee requests will not be unreasonably denied.

Section 3. Family and Medical Leave. Unpaid leaves of absence for illness or accident to employees or members of their immediate family (spouse, registered domestic partners, children and parents of registered domestic partners, children, parents, parents-in-law, grandchildren and grandparents, and for paternal leave) shall be granted in accordance with Federal and Oregon Family Medical Leave Acts. Accrued sick leave will be applied to such approved leave until exhausted at which time accrued but unused vacation pay will be applied family and medical leave will thereafter be without pay. Employees who have exhausted their Medical Leave may request Personal Leave as provided in Section 2 of this Article. The Employer will comply with any changes in law to the Federal and Oregon Family Medical Leave Acts.

Section 4. Military Leave. Unpaid military leave shall be granted in accordance with Federal and State laws.

Section 5. Union Leave. Subject to the operational needs of the Employer, employees may be granted a leave of absence without pay to work for the Union not to exceed ninety (90) consecutive calendar days. Such requests shall be made by the SEIU Local 503, OPEU.

Section 6. Jury Duty. Full and regular part-time employees shall be granted leave for jury duty service. Employees shall be compensated for up to thirty (30) hours of work time lost due to jury duty service. The compensation paid to such an employee for the period of such absence shall be reduced by the amount of money received by the employee for such jury duty service. On the days when the jury is excused early or from any service, employees will be expected to work the balance of their normal shift, with the exception of swing and graveyard shift. An employee who works swing or graveyard shift, and who serves on jury duty, shall be paid as above, and shall not be required to work his/her shift following or preceding serving on jury duty.

Section 7. Employees are required to notify their immediate supervisor of the need to take an unforeseeable leaves of absence as soon as possible. Otherwise, when the need for a leave is scheduled or otherwise foreseeable, employees must provide at least thirty (30) calendar days' notice to their immediate supervisor. Employees must complete and submit a Request for Leave of Absence to the Human Resources Director or designee. Leave of absence forms shall be provided by the immediate supervisor.

ARTICLE 17. UNION REPRESENTATION

Section 1. The Union may be represented by stewards for the purpose of receiving, investigating, and filing 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. The Union shall have the right to have up to four (4) Union stewards with the understanding that Union officers may function as additional stewards.

Section 2. Union stewards shall be free to conduct their duties with the understanding that such duties will be conducted and will not interfere with the normal operations or conduct of business at the Parry Center. Stewards will be paid when they perform their duties during their working hours. The time given to perform their duties will be scheduled with the permission of the supervisor. In no event shall stewards be paid to conduct their duties for more than two (2) hours in their work week. Time spent in Labor Management Committee meetings and other meetings with management shall not be deducted from these two (2) hours.

Section 3. The designated Union stewards and officers may be granted up to five (5) work days off without pay each year of the contract for the purposes of attending Union educational programs, unless it creates an undue hardship for the Employer. Requests shall be made in writing to the employee's immediate supervisor at least thirty (30) calendar days in advance.

ARTICLE 18. DISCIPLINE AND DISCHARGE

Section 1. Discipline for infractions of work rules shall be progressive, beginning with verbal counseling and progressing to written notice, final written notice, suspension without pay, and discharge, provided that discipline may be imposed at any step in progressive discipline as determined by the seriousness of the conduct and other relevant circumstances. In all cases, the employee being disciplined will, upon request, have an on-site Union representative or steward present. An employee may utilize the grievance procedure to remove improper disciplinary actions from his/her personnel record. The Employer shall forward to the on-site Union steward or, if not present, a Union officer, notice and/or copies of all disciplinary actions upon receipt of the signed disciplinary document. Any minor infractions of work rules (i.e., verbal or written notices not related to client care) will be removed from an employee's personnel file after one (1) year from the date of such infraction, assuming there have been no repeat violations of the same infraction during that time period and following the employee's request. Under no condition will final written notices be removed from an employee's personnel file. Major infractions of work rules that are corrected to the mutual satisfaction of the Employer and employee will have a letter of resolve from the employee's supervisor attached to the infraction.

Section 2. In the event suspension of an employee is determined to be appropriate discipline, the period of suspension shall not exceed three (3) regularly scheduled work days for FLSA non-exempt employees and a full work week for FLSA-exempt employees.

Section 3. Employees covered by this Agreement shall be disciplined and discharged only for just cause.

Section 4. The Employer agrees that no new work rules will be introduced during the term of this Agreement without prior notification to the Union.

Section 5. The Employer agrees to give copies of all evaluations, disciplinary actions, and employee responses to employees and will allow employees to see their personnel files in the

presence of the Human Resources Director or designee, upon request.

ARTICLE 19. GRIEVANCE AND ARBITRATION

Section 1. A grievance is defined as any dispute concerning the application or interpretation of a specific provision of the Agreement.

Step 1. The grievance must be reduced to writing and describe the events which led to the grievance, the specific provision(s) of the contract alleged to have been violated and the relief requested. The grievant(s) and/or the Union steward will file the grievance with the immediate supervisor within thirty (30) calendar days of the occurrence. If the grievance is not reduced to writing and submitted within thirty (30) calendar days of the occurrence, then the grievance shall be deemed to have been waived as untimely. The supervisor will meet with the Union within fourteen (14) calendar days of written submission. The supervisor will provide an answer in writing within seven (7) calendar days following such meeting. If the grievance is not settled, then the Union can appeal the grievance to the next step within fourteen (14) calendar days of the supervisor's written answer.

Step 2. The grievant(s) and the Union steward will meet with the Human Resources Director or his or her designated representative within seven (7) calendar days of when the grievance was appealed at Step Two. The Human Resources Director or designated representative will give her answer in writing within seven (7) calendar days of when the meeting occurred.

Step 3. If the grievance is not settled at Step 2 then the Union can appeal the grievance to the employer's Chief Administrative Officer or his/her designated representative within seven (7) calendar days of the Human Resources Director's decision. The grievant(s) and the Union steward will meet with the Chief Administrative Officer or the designated representative within seven (7) calendar days. The Chief Administrative Officer or designated representative will give his/her answer in writing within seven (7) calendar days of when the meeting occurred. The Union can submit the grievance to arbitration within thirty (30) calendar days of the written answer at step three (3).

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

Section 2. If either party desires a verbatim recording of the arbitration proceedings, it may cause such a record to be made. If the other party desires a copy of such verbatim recording, both parties shall jointly share the cost of the transcript and the cost of all copies. Unless otherwise agreed to, in writing, only single grievances may be presented to any one (1) arbitrator

at any one (1) time.

Section 3. A probationary employee disciplined or terminated during his/her probationary period shall not be entitled to invoke the grievance and arbitration procedure to contest such discipline or determination. Nothing in this Article will preclude an employee from filing a charge of discrimination with the Bureau of Labor and Industries or EEOC.

Section 4. It is understood and agreed to by the parties that the provisions of the arbitration section of this Agreement shall not be available in the event of any dispute regarding the establishment of pay rates for newly created positions.

Section 5. If either party fails to answer the grievance within the time limits mentioned above, the grievance will automatically advance to the next step.

Section 6. All references to number of days, unless otherwise indicated, are calendar days.

ARTICLE 20. GENERAL PAST PRACTICE

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

- 1) Employees will be reimbursed for mileage at the current IRS rate, and for parking expenses for the use of their vehicles for the Employer's business.
- 2) Parry Center prepared meals will be provided to those employees on duty who are providing treatment during meal time. If refrigeration space is available, the Employer will also provide a prepared meal to employees working an overnight shift. Dietary staff will be responsible for refrigerating the overnight meal and removing expired food items.
- 3) Employees will have the opportunity to adjust hours within the work week to accommodate medical appointments that cannot be attended outside their regular work schedule, with the approval of their supervisor.
- 4) The Employer will provide employees with advance notice of changes to policies that directly affect the employees.

ARTICLE 21. GENERAL PROVISIONS

Section 1. If this Agreement should be modified or amended in any respect during its term, such modification or amendments must be set forth in writing and executed by the duly authorized agents of the Employer and the Union.

Section 2. Whenever used in this Agreement, "days," "weeks," "months," and "years" shall refer to calendar days, weeks, months, and years unless otherwise specifically noted.

ARTICLE 22. CONTRACTING OUT

Section 1. The Employer will not contract out bargaining unit work during the term of this Agreement, except under the limited circumstances described below.

Section 2. In the event of a staffing shortage due to causes beyond the Employer's control, including but not limited to emergencies or an inability to recruit or hire sufficient numbers of staff, then the Employer shall have the right to enter in to contractual arrangements with outside companies, employment agencies or entities or individuals for temporary staffing. Under these circumstances the Employer shall not be precluded from paying wages and benefits to temporary staff that are higher than the existing rates and benefits, and shall provide to the Union monthly, a list of the names, job functions, wages, and benefits of the temporary Parry Center employees who are employed more than thirty (30) calendar days.

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

ARTICLE 23. DRUG TESTING

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

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

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

This Article is not intended to prohibit the safe and legal use of prescription and non-prescription

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

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

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

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

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

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

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

returned, the employee will be terminated effective immediately.

The Employer may search, without the employee's consent, all areas owned or controlled by the Employer. All vehicles, equipment, offices, desks, and lockers owned or controlled by the Employer are subject to search when the administrator or designee has determined that there is reasonable suspicion to believe that controlled substances may be found. Such searches may not be random, and must be conducted by two (2) supervisors. The affected employee is entitled to have a witness present at the time of the search, and that person's elected Union officer(s) shall be notified prior to the search being conducted. The administrator or supervisors shall not physically search employees or their personal property, and shall notify the appropriate Police Department when they have found reasonable grounds to believe that an employee may have a controlled substance in his/her possession or in an area controlled by the Center. The employee agrees not to remove personal property that is subject to search and in doing so, such removal may be cause for discipline up to and including termination.

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

ARTICLE 24. SICK LEAVE

Section 1. All regular employees will accrue sick leave days as follows:

From 0 – 1 Year of Employment	Eighty (80) Hours
From 1 – 2 Years of Employment	Ninety (90) Hours
More Than 2 Years of Employment	One Hundred (100) Hours

Such sick leave shall be accrued on a monthly basis at the rate of the employee's accrual based on the employee's years of service. Eligible employees will begin accumulating sick leave on the first full pay period worked following the date of hire. Sick leave hours will be added to employee accounts on a semi-monthly basis and are available as accrued. Employees may use accrued sick leave for illness, injury, mental health, medical/dental appointments for themselves or their immediate family (spouse, children, parents, parents-in-law, or domestic partner), or for any other reasons required under state or federal law.

Sick leave will be applied to missed shifts during an employee's regularly scheduled workweek. If the employee, with his/her supervisor's approval, works additional hours during the same workweek, those hours will be paid at the employee's regular rate, up to 40 hours per week. The employee will be given the option of not utilizing his/her sick leave for the missed hours if the employee works additional hours to make up for those missed hours.

Section 2. Non-direct care employees must call and speak to their immediate supervisor or lead worker (rather than leaving a phone message or message with other employees) as soon as they become aware of their need to be absent for an assigned shift. Such telephone call must be made not less than two (2) hours prior to the beginning of the employee's scheduled shift. Employees will provide a doctor's certificate upon request after their fourth consecutive day of

illness or injury. These call-in requirements shall apply to all non-direct care employees who do not report for work on their scheduled shift, regardless of whether such employee intends to use sick leave for such absences.

Direct Care employees must call a dedicated sick call phone as soon as they become aware of their need to be absent for an assigned shift. Such telephone call must be made not less than two (2) hours prior to the beginning of the employee's scheduled shift. Employees will provide a doctor's certificate upon request after their fourth consecutive day of illness or injury. These call-in requirements shall apply to all Direct Care employees who do not report for work on their scheduled shift, regardless of whether such employee intends to use sick leave for such absences.

Supervisors that have call-in requirements different than those set forth above will inform employees in their program, Human Resources, and the Union on how to call out sick under their guidelines.

Section 3. The Employer will permit employees to donate up to eight (8) sick leave days within a twelve (12) month period to another employee's sick leave bank. However, an employee who voluntarily terminates may not donate any sick leave days within thirty (30) days of the termination date. Sick leave hours paid shall not be included as hours worked for purposes of calculating overtime under Article 10.

Section 4. Employees may accumulate up to two hundred and eighty (280) hours of sick leave.

Section 5. Part-time employees, on-call employees, and temporary employees will accrue paid sick leave at a rate of one hour for every 30 hours of work, up to a maximum of 40 hours accrued sick leave in a calendar year. Sick leave accrued but not used in the calendar year may be carried over into the next year. However, an employee will not be allowed to carry over more than 40 hours of sick leave. The sick leave may be used by the employee only for the purposes specified in the Oregon Sick Time law. Employees must comply with the notice requirements set forth in Section 2 above.

ARTICLE 25. VACATION

Section 1. The bargaining unit vacation schedule is as follows:

0 – 2 years of employment	96 hrs
2 - 4 years of employment	120 hrs
More than 4 years of employment	160 hrs

Section 2. As of January 1, 2001, employees shall be entitled to accrue vacation at the rate of one-twelfth (1/12th) of their vacation eligibility for each completed one (1) month of service. New employees who are hired on or after July 1, 2000 shall also accrue vacation at the rate of one-twelfth (1/12th) times the employee's accrual rate described in Section 1 above. New employees shall not be eligible to take or receive pay for a vacation until such employee has completed the required 600 benefits eligibility hours. Vacation accruals will be prorated for any

month in which the qualified employee works or is compensated less than one hundred and twenty (120) hours. Employees shall be paid accrued vacation at the employee's pay rate in effect at the time the vacation is taken. In the event of a resignation or termination, the employee shall only be entitled to receive the amount of accrued but unused vacation that is in effect at the time of such termination or resignation. Once an employee's accrued vacation leave reaches one hundred and sixty (160) hours, no additional vacation will be accrued by such employee until the balance drops below a one hundred and sixty (160) hour maximum, unless an employee reaches his/her maximum and is unable to use his/her previously scheduled vacation time due to Parry Center requirements. If such a situation occurs and is documented and signed by the employee's supervisor and a human resources representative, then the employee will be allowed to temporarily exceed his/her maximum accrual. Vacation accrual hours over the maximum limit must be used within six months or the hours will be forfeited.

Section 3. Requests to schedule vacation must be submitted in writing to the employee's immediate supervisor as soon as the employee is aware of the time desired, but no less than twenty-one (21) calendar days before the requested date(s). In the event more than one employee requests the same days, the employee with the most seniority will be given the time. No employee shall use their seniority rights more than once every two (2) years. In emergency situations, an employee who finds a replacement employee will be granted vacation time with their supervisor's approval. Vacation requests will not be unreasonably denied.

ARTICLE 26. HOLIDAYS

Section 1. Employees will receive the following paid holidays:

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

Should the above-listed holidays fall on a weekend day, the previous Friday (for Saturday holidays) or following Monday (for Sunday holidays) will be considered as observance of the appropriate holiday. Holiday pay is not granted during leaves without pay.

Section 2. Certain non-exempt employees may be required to work holidays and will be paid at twice their hourly rates for hours worked on the actual holiday. Holiday pay and holiday hours paid at overtime are not included for purposes of calculating hours worked for overtime purposes. Should the holiday fall on a day that an eligible non-exempt employee is not scheduled to work, the employee will be paid at her regular rate, based on the number of hours of the employee's "average day."

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

However, once a calendar year, an employee may trade a holiday for a different paid day off as approved by their supervisor. Such a request shall not be unreasonably denied.

Section 3. If an observed holiday which would have been a scheduled work day occurs during an employee's vacation period, the day is not charged against accrued vacation leave but is paid at the employee's regular rate for the number of hours normally scheduled to work.

Section 4. If a regular salaried employee is required to provide regularly scheduled on-call coverage on an observed holiday, the individual will receive a regular work day off in exchange.

Section 5. All regular full-time staff will be granted their birthday off each year without pay upon written request, subject to the operating needs of the unit. If unable to take the exact day off, another day may be taken with supervisor approval within five (5) calendar days before or after their birthdays. This section shall not prohibit the employee from receiving compensation for his/her birthday if such date is requested off pursuant to the provisions of Article 25, Vacation.

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

ARTICLE 27. BEREAVEMENT

Regular employees who have completed their trial service period will be granted three (3) paid days per incident bereavement leave for the death of a current spouse, child, parent, siblings, parent-in-law, grandparent or domestic partner and up to two (2) additional days with pay, for travel or other reasons, which may be approved by the Vice President of Human Resources if requested in writing by the eligible employee and signed by his/her supervisor. Bereavement leave shall only be paid for time that had been previously scheduled as work time. Vacation leave, sick leave, or unpaid leave may be utilized for the death of extended family members or close friends not covered in this Article. Bereavement leave shall run in concurrence with OFLA.

ARTICLE 28. COMPENSATORY TIME

Federal and state law prohibits the use of compensatory time as payment for overtime. However, non-exempt employees may choose, with the advance approval of their supervisor, to "trade" hours worked during the same week; for example, an extra hour worked on Monday may be traded for an hour off on Tuesday. Employees will not be allowed to "bank" extra hours worked for additional time off later.

ARTICLE 29. RETIREMENT

Section 1. The Employer will continue the current Mutual of America Retirement Plan through December 31, 2010. Non-vested retirement funds will be frozen at their amount as of December 31, 2010. If an employee continues his/her employment with the Parry Center and works a total of five (5) years such that his/her retirement funds would have vested if the Mutual of America Retirement Plan had been continued, the employee will be treated as if his/her retirement funds are vested at the amount level frozen on December 31, 2010.

Effective January 1, 2011, the Employer will provide a 401(k) option retirement plan through the Standard (Trillium Family Services, Inc. Employees Retirement Plan, Contract No. 502727), or a plan which is substantially equivalent for employees, during the remainder of the term of this Agreement. The Employer will match employee contributions to their 401(k) retirement account at a one hundred percent (100%) basis up to three percent (3%) of the employee's base pay. The Employer will match additional employee contributions to their account at a fifty percent (50%) basis up to five percent (5%) of the employee's base pay. Once an employee has contributed a total of five percent (5%) of his/her base pay, the Employer will not match additional employee contributions. An employee is not eligible for the Employer match until he/she has been employed by the Parry Center for one year. In the event the Employer is required to switch retirement plans after January 1, 2011, the Employer will negotiate the changes with the Union.

Section 2. Effective January 1, 2011, the Employer will provide a profit sharing plan. The Employer's contribution amount will be determined each year at the sole discretion of the Employer.

Section 3. The Employer will send a quarterly email reminding employees of the benefits of saving for retirement and providing information about the Employer-provided 401(k) plan, the matching contributions, and instructions on how to sign up for the program. In addition, employees will be provided with contact information of the 401(k) plan provider to obtain educational resources.

ARTICLE 30. HEALTH CARE AND LIFE INSURANCE

Section 1. All regular employees are eligible for health and dental insurance benefits, subject to the terms and conditions contained in the Employer's contracts with the respective insurance carriers. Benefits will begin the 1st of the month following a sixty (60) calendar day waiting period. Part-time and temporary employees are ineligible for insurance benefits including but not limited to health insurance except Workers' Compensation insurance coverage. On-call employees who work an average of thirty (30) hours or more per week over a period of ninety (90) days are eligible for medical and dental insurance benefits. All on-call employees are eligible for Workers' Compensation insurance coverage. As long as premium rates remain within negotiated amounts set forth below, the Employer agrees to maintain the current Kaiser healthcare and dental plans if available, including a vision hardware benefit providing \$150 for the cost of glasses, frames, lenses, and/or contacts every two (2) years. If premium rates exceed negotiated amounts, the Employer will notify the Union as soon as possible, but no later than thirty (30) days after the Employer has learned of the premium rate increase. The Union may request to meet with the Employer to determine whether to modify benefit plans. Trillium Family Services may revise the terms of coverage to accommodate changing conditions in the interest of all users. The benefits provided under the plans described above will remain similar to the existing benefits during the life of this Agreement, although the plans may be altered to provide varied benefits, under the conditions described above.

Section 2. An employee may opt to have coverage provided for his or her spouse or dependents with the entire additional cost of the spouse and/or dependent coverage paid for by such employee by way of a payroll deduction. To the extent consistent with the requirements of Kaiser Permanente, domestic partner coverage will be available to employees at the employee's

expense provided proper documentation of a long-term relationship in an affidavit form acceptable to the Employer shall be required for eligibility of such coverage of domestic partners.

Section 3. Effective the first day of the month following ratification of the contract through December 31, 2021, the Employer will cover the entire cost of the monthly employee-only health and dental premiums for coverage offered by Kaiser Permanente for employees who are otherwise eligible for Employer paid health and dental insurance coverage. The employee will be required to pay the cost of coverage for any additional family member(s).

Effective January 1, 2022, the maximum Employer contribution of the monthly employee-only health and dental premiums for coverage offered by Kaiser Permanente for employees who are otherwise eligible for Employer paid health and dental insurance coverage shall increase by up to ten percent (10%) over the amount contributed by the Employer as of December 31, 2021. The employee will be required to pay the remaining cost of the monthly insurance premium, if any, as well as the cost of coverage for any additional family member(s).

Effective January 1, 2023, the maximum Employer contribution of the monthly employee-only health and dental premiums for coverage offered by Kaiser Permanente for employees who are otherwise eligible for Employer paid health and dental insurance coverage shall increase by up to ten percent (10%) over the amount contributed by the Employer as of December 31, 2022. The employee will be required to pay the remaining cost of the monthly insurance premium, if any, as well as the cost of coverage for any additional family member(s).

Effective January 1, 2024, the maximum Employer contribution of the monthly employee-only health and dental premiums for coverage offered by Kaiser Permanente for employees who are otherwise eligible for Employer paid health and dental insurance coverage shall increase by up to ten percent (10%) over the amount contributed by the Employer as of December 31, 2023. The employee will be required to pay the remaining cost of the monthly insurance premium, if any, as well as the cost of coverage for any additional family member(s).

Section 4. No later than the first (1st) day of the month following sixty (60) days of the employee's date of hire as a regular employee, the Employer will provide term life insurance, accidental death and dismemberment insurance, and long-term disability insurance for all of its regular employees.

Section 5. If the Employer changes any of the above policies (health, dental, life, accidental death and dismemberment, and long-term disability) it will provide similar benefits as currently in effect and pay the premium for employees, as described in Sections 2 through 5 of this Article above.

Employees who transfer from part-time or on-call status to full time will qualify for health and welfare coverage beginning the first (1st) day of the month following the employee's completion of the 60 day waiting period.

ARTICLE 31. WAGES

Section 1. Rates of pay and classifications of work for employees covered by this Agreement

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

Section 2. Cost of Living Increases.

Effective November 7, 2021, all classifications will be moved into the wage scale at their appropriate level as set forth in Appendix A. Effective June 22, 2022, June 22, 2023, and June 22, 2024, all wages rates will be adjusted as set forth in Appendix A.

Effective December 22, 2021, as a reward for their longevity, all eligible employees shall receive step increases on either June 22 or December 22 following their anniversary date as indicated on the wage scales in Appendix A. (An employee whose anniversary date falls between December 23 and June 22 will receive the step increase on June 22; an employee whose anniversary date falls between June 23 and December 22 will receive the step increase on December 22.) No employee shall make less than the minimum amount for a person with their level of experience while employed by the Employer in their classification. However, nothing in this Agreement shall preclude the Employer from paying an employee above his/her minimum rate based on the wage scale at the Employer's discretion as indicated in Section 1.

Section 3. Differentials. The following differentials shall apply:

- A. Skills Trainers assigned to distribute medications or hold the medication key will receive a differential of one dollar (\$1.00) per hour for their entire shift. No more than one (1) Skills Trainer employee per unit per shift will receive this differential. The Employer is not obligated to assign any Skills Trainer employee to distribute medications or hold the medication key on any particular shift and/or unit.
- B. The Employer will continue its current practices with respect to the payment of a wage differential to any employee who fills and works all of the regular schedule of an STS staff employee who is absent from work for any lengthy period of time.
- C. The Employer will pay a one dollar (\$1.00) per hour shift differential to employees who work Awake Overnights. The shift differential will not be

considered as part of the employee's wages for purposes of calculating wage increases.

- D. The Employer will pay a fifty cents (\$.50) per hour shift differential to Skills Trainers assigned to positions on the SCIP unit. The shift differential will not be considered as part of the employee's wages for purposes of calculating wage increases.
- E. The Employer will pay a one dollar (\$1.00) per hour shift differential to employees who work swing shift (1 pm – 11 pm). The shift differential will not be considered as part of the employee's wages for the purposes of calculating wage increases.
- F. The Employer will pay a differential of one dollar (\$1.00) per hour to employees for weekend shifts (i.e., hours worked on a Saturday or Sunday). The shift differential will not be considered as part of the employee's wages for the purposes of calculating wage increases.
- G. The Employer will pay a differential of two dollars (\$2.00) per hour to employees proficient in a second language (as determined by a proficiency test) during shifts in which the employee utilizes the second language as verified by the employee's supervisor.

Section 4. Eligibility for Wage Increases.

- A. To be eligible to move from the Skills Trainer I wage rate to the Skills Trainer II wage rate, an employee must have successfully completed the Skills Trainer I trial service period and be in good standing (as defined in the paragraph below).
- B. In order to qualify for the Skills Trainer II step increases, the employee must be in good standing. An employee is considered to be in good standing if the employee is not currently on a work plan and the employee has not received any progressive disciplinary actions above a verbal counsel during the three (3) consecutive month period immediately preceding the scheduled increase. Employees who receive progressive discipline in the three (3) consecutive month period immediately prior to the scheduled increase would be eligible for the next increase on the wage scale ninety (90) consecutive calendar days after the progressive discipline was issued or ninety (90) consecutive calendar days after a work plan has been completed, so long as no additional disciplinary action has occurred.
- C. An employee who receives a final written notice, which is the step prior to termination, would be ineligible for the next step increase under the pay scales described in APPENDIX A until one hundred and eighty (180) consecutive calendar days have passed since the date of the final written notice.

The disciplinary actions described above are not intended to modify the language of Article 18, Section 1 of the Labor Agreement.

For an employee hired directly into a Skills Trainer II position, such employee will be eligible for the increases at the three (3) month levels described above, provided the employee has successfully completed the first three months of service and remains in good standing as described above during each three month interval.

ARTICLE 32. PERFORMANCE OF UNIT WORK

Section 1. Supervisors and other Parry Center employees may perform work that is otherwise performed by the employees covered by this Agreement in cases of emergency, instruction, start up, testing of new equipment, where there is an insufficient number of employees covered by this Agreement available to perform the needed tasks in an efficient manner or to avoid overtime and when it is necessary to ensure coverage at a location or as part of a program.

ARTICLE 33. ON-CALL EMPLOYEES

Section 1. Newly hired on-call employees (except on-call Nurses and Certified Medication Aides) will be obligated to work at least ten (10) shifts per month. At least four (4) of the shifts shall be a planned shift as defined below in Section 3, and at least two (2) of the shifts will be as Standby as defined below in Section 4. On-call employees shall also be obligated to work on at least three (3) weekend shifts per month if the shift is available. On-call employees will contact their immediate supervisor by telephone or email no later than 3:00 p.m. each Friday in order to select available shifts for work. On-call shifts will be scheduled at least three (3) weeks in advance whenever possible or as soon as the Employer becomes aware of a staffing need. At the Employer's sole discretion, exceptions may be made for employees who have worked for Trillium for more than a year and are in good standing to work as few as six (6) shifts per month.

Section 2. On-call Nurses and Certified Medication Aides will be obligated to work at least two (2) shifts per month and may not decline to work more than two (2) shifts per month. On-call Nurses and Certified Medication Aides are obligated to work at least one (1) shift during one of the following holidays each year: Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, or New Year's Day. On-call Nurses and Certified Medication Aides are obligated to stay current on required Relias Learning Online training classes/events, and must attend at least one Nursing Meeting each month.

Section 3. Planned shifts are defined as shifts covering a known staffing need (i.e., an employee vacation, open position, preplanned absence due to workers' compensation or other medical reason, etc.). For planned shift, an on-call employee is scheduled to fill the shift in advance of the staffing need. There are not guaranteed/standard minimum hours per planned shift.

Section 4. Standby shifts are defined as shifts covering staffing needs that are not known ahead of time (i.e., covering a sick call, medical emergency, unforeseen acuity need, etc.). For Standby shifts, an on-call employee signs up to be available to come in and work at any time during the shift for which they are on call. Standby shifts shall consist of eight (8) hours which will normally consist of the following shift times:

- (a) 7:00 a.m. – 3:00 p.m.

- (b) 3:00 p.m. – 11:00 p.m.
- (c) 11:00 p.m. – 7:00 a.m.

The parties will commit to discussing the issue of Awake Overnight Staffing in its LMC meetings.

Section 5. Standby employees shall receive forty dollars (\$40) per shift for being available as Standby as described above in Section 3. If called into work, employees will be paid the regular rate of pay for the hours they work. All employees who are called to report for work and who do not report as assigned will be subject to disciplinary action up to and including termination. If an on-call employee is sick, the employee must follow call-in procedures.

Section 6. Time off for vacation shall be scheduled per Article 25, Vacation, Section 3.

Section 7. If an on-call employee needs to take a leave of absence, Article 16, Leave of Absence shall be followed.

Section 8. Notwithstanding any provision of the language in Article 33, On-call Employees, above, to the contrary, any on-call employee who assumes the schedule of a regularly employee full-time or part-time employee will not be obligated to comply with the on-call scheduling requirements described above for any month in which such on-call employee is performing the duties of the regular employee.

ARTICLE 34. SUCCESSORSHIP

Section 1. The Employer shall not in any manner convey the business to any taker who does not, as a condition of the conveyance, enter into an agreement with the Employer and the Union that it will adopt and maintain this Agreement in effect, and continue the employment of employees covered by this Agreement with all their rights and benefits.

ARTICLE 35. SAVINGS CLAUSE

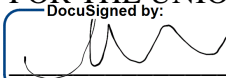
Section 1. Should any provision of this Agreement be found by a court of competent jurisdiction to be in violation of any federal, state or city law, that provision will be submitted to negotiation to bring it into compliance with the law. The remaining provisions of this Agreement shall remain in full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

ARTICLE 36. TERM OF AGREEMENT

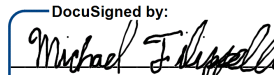
Section 1. This Agreement shall become effective as of the date of ratification, and shall remain in full force and effect until midnight the 30th day of September, 2024.

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

FOR THE UNION:

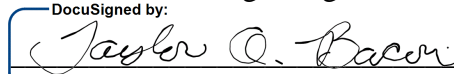
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Melissa Unger, Executive Director

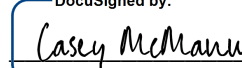
Date 12/20/2021

DocuSigned by:

Michael Filippelli, SEIU Organizer

DocuSigned by:

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Allison Place, Bargaining Team

DocuSigned by:

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Taylor Bacon, Bargaining Team

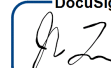
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Casey McManus, Bargaining Team

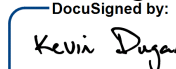
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Rachel Ireland, Bargaining Team

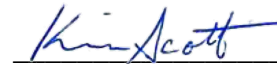
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Jay Coolman, Bargaining Team

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Jillian Logsdon, Bargaining Team

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Kevin Dugan, Bargaining Team

FOR THE EMPLOYER:


Kim Scott, President

Date 12/21/2021

ADDENDUM

This Addendum shall be considered as part of and incorporated into the Labor Agreement between The Parry Center for Children and The Oregon Public Employees Union, SEIU Local 503.

The Parry Center for Children and the Oregon Public Employees Union, SEIU Local 503 mutually recognize the need to develop a new and more constructive relationship in order to provide the highest quality service to fragile children and families and to ensure a stable, well-trained and productive workforce.

Some of the mutual benefits of a new relationship include the following: Higher levels of care, more productive and harmonious working relationships, improved communications, more cooperative community relations, joint projects to increase fundraising, enhanced conflict resolution, smoother contract administration, higher staff morale, increased longevity and improved wages and benefits.

Specific activities the parties agree to engage in to accomplish these goals include the following:

- Mutually agreed upon joint communications program to highlight the critical treatment and funding shortages for children's mental health services and to promote the Parry Center to the public and to collaborative agencies.
- A mutually agreed upon joint lobbying efforts at the Legislature in order to increase funding for children-based services at Parry Center.
- A joint commitment to peaceful relations during the entire term of the collective bargaining agreement as it relates to contract violations including the commitment to use exclusively the processes provided for in the collective bargaining agreement to address concerns, dispute and disagreements. The Union specifically agrees to refrain from any activity directed in whole or part against any employee, manager, supervisor, or Trillium Board Member whether such activity is directed against such person at that individual's residence or place of business. The Union agrees, on behalf of itself and all members of The Parry Center for Children Bargaining Unit, that there will not be any "in-house" activity directed at the Employer including, but not limited to, mass demonstrations, group confrontations, or other group activities. Employees will continue to perform their duties in a professional and appropriate manner and will not engage in any slowdowns or refusals to work, or "work to rule" tactics.
- Except as provided by the other terms of this Addendum, the Union specifically agrees, on behalf of itself and all members of the Parry Center for Children Bargaining Union that it will not directly or indirectly attempt to communicate for any purpose or direct any activity in whole or part, against any Trillium Board Member, whether such activity is directly against such Trillium Board Member at that individual's residence or place of business. This clause shall remain in full force and effect for a period of one hundred twenty (120) calendar days after expiration of this parties' collective bargaining agreement.

- The Parry Center Board of Directors, Executive Committee (10 members), agrees to meet with three (3) representatives of OPEU, SEIU Local 503, one of whom is the Executive Director twice every twelve (12) months. The first of these meetings will occur on or within sixty (60) calendar days of the date the parties ratify the new Collective Bargaining Agreement.

This Letter of Agreement applies for the duration of the 2021-2024 collective bargaining agreement.

APPENDIX A

Position	07/07/2021 Rate	Rate Effective 11/7/2021					
		Base	1-3 Years +1%	3-5 years +1%	5-7 Years +1%	7-9 years +2%	10+ years +2%
Skill Trainer / Medication Aide							
Skills Trainer I 0 - 0.5 Years	17.00	19.00					
Skills Trainer II 0.5 - 1 Years	17.50	19.50	19.70				
Skills Trainer II 1 - 2 Years	18.50	20.50	20.71	20.91			
Skills Trainer II 2+ Years	19.00	21.00	21.21	21.42	21.64	22.07	22.51

Position	07/07/2021 Rate	Rate Effective 11/7/2021					
		Base	1-3 Years +1%	3-5 years +1%	5-7 Years +1%	7-9 years +2%	10+ years +2%
Billing Clerk	15.45	17.03	17.20	17.37	17.55	17.90	18.25
Cook I	15.00	16.54	16.71	16.87	17.04	17.38	17.73
Cook II	15.50	17.09	17.26	17.43	17.61	17.96	18.32
Cook's Helper	15.00	16.54	16.71	16.87	17.04	17.38	17.73
Groundskeeper	15.59	17.19	17.36	17.54	17.71	18.07	18.43
Health & Community Services Liaison	15.00	16.54	16.71	16.87	17.04	17.38	17.73
Housekeeper	15.00	16.54	16.71	16.87	17.04	17.38	17.73
Maintenance Worker	16.58	18.27	18.45	18.64	18.82	19.20	19.58
Receptionist / Clerk / Covid Clerk	15.00	16.54	16.71	16.87	17.04	17.38	17.73

Position	07/07/2021 Rate	Rate Effective 11/7/2021					
		Base	1-3 Years +1%	3-5 years +1%	5-7 Years +1%	7-9 years +2%	10+ years +2%
Certified Medication Aide	19.01	23.00	23.23	23.46	23.70	24.17	24.65
Licensed Practical Nurse	26.61	33.00	33.33	33.66	34.00	34.68	35.37
Medical Assistant	18.23	20.10	20.30	20.50	20.71	21.12	21.55
Medical Billing Specialist	20.70	22.82	23.05	23.28	23.51	23.98	24.46
On-Call Clinical Responder	22.05	24.31	24.55	24.80	25.05	25.55	26.06
Physician Clerk	18.38	20.26	20.46	20.67	20.87	21.29	21.72
Registered Nurse	37.14	43.00	43.43	43.86	44.30	45.19	46.09
School Transition Specialist	17.71	19.53	19.73	19.92	20.12	20.52	20.93

Position	06/22/2022 Base rate					
	Base	1-3 Years +1%	3-5 years +1%	5-7 Years +1%	7-9 years +2%	10+ years +2%
Skill Trainer / Medication Aide						
Skills Trainer I 0 - 0.5 Years	19.38					
Skills Trainer II 0.5 - 1 Years	19.89	20.09				
Skills Trainer II 1 - 2 Years	20.91	21.12	21.33			
Skills Trainer II 2+ Years	21.42	21.63	21.85	22.07	22.51	22.96

Position	06/22/2022 Base rate					
	Base	1-3 Years +1%	3-5 years +1%	5-7 Years +1%	7-9 years +2%	10+ years +2%
Billing Clerk	17.46	17.63	17.81	17.99	18.35	18.72
Cook I	16.95	17.12	17.29	17.46	17.81	18.17
Cook II	17.52	17.70	17.87	18.05	18.41	18.78
Cook's Helper	16.95	17.12	17.29	17.46	17.81	18.17
Groundskeeper	17.62	17.80	17.97	18.15	18.52	18.89
Health & Community Services Liaison	16.95	17.12	17.29	17.46	17.81	18.17
Housekeeper	16.95	17.12	17.29	17.46	17.81	18.17
Maintenance Worker	18.73	18.92	19.11	19.30	19.68	20.08
Receptionist / Clerk / Covid Clerk	16.95	17.12	17.29	17.46	17.81	18.17

Position	06/22/2022 Base rate					
	Base	1-3 Years +1%	3-5 years +1%	5-7 Years +1%	7-9 years +2%	10+ years +2%
Certified Medication Aide	23.46	23.69	23.93	24.17	24.65	25.15
Licensed Practical Nurse	33.66	34.00	34.34	34.68	35.37	36.08
Medical Assistant	20.50	20.71	20.91	21.12	21.54	21.97
Medical Billing Specialist	23.28	23.51	23.75	23.99	24.47	24.95
On-Call Clinical Responder	24.80	25.05	25.30	25.55	26.06	26.58
Physician Clerk	20.67	20.88	21.09	21.30	21.72	22.16
Registered Nurse	43.86	44.30	44.74	45.19	46.09	47.01
School Transition Specialist	19.92	20.12	20.32	20.52	20.93	21.35

Position	06/22/2023 Base rate					
	Base	1-3 Years +1%	3-5 years +1%	5-7 Years +1%	7-9 years +2%	10+ years +2%
Skill Trainer / Medication Aide						
Skills Trainer I 0 - 0.5 Years	19.77					
Skills Trainer II 0.5 - 1 Years	20.29	20.49				
Skills Trainer II 1 - 2 Years	21.33	21.54	21.76			
Skills Trainer II 2+ Years	21.85	22.07	22.29	22.51	22.96	23.42

Position	06/22/2023 Base rate					
	Base	1-3 Years +1%	3-5 years +1%	5-7 Years +1%	7-9 years +2%	10+ years +2%
Billing Clerk	17.90	18.08	18.26	18.44	18.81	19.19
Cook I	17.37	17.54	17.72	17.90	18.25	18.62
Cook II	17.96	18.14	18.32	18.50	18.87	19.25
Cook's Helper	17.37	17.54	17.72	17.90	18.25	18.62
Groundskeeper	18.06	18.24	18.42	18.61	18.98	19.36
Health & Community Services Liaison	17.37	17.54	17.72	17.90	18.25	18.62
Housekeeper	17.37	17.54	17.72	17.90	18.25	18.62
Maintenance Worker	19.20	19.39	19.59	19.78	20.18	20.58
Receptionist / Clerk / Covid Clerk	17.37	17.54	17.72	17.90	18.25	18.62

Position	06/22/2023 Base rate					
	Base	1-3 Years +1%	3-5 years +1%	5-7 Years +1%	7-9 years +2%	10+ years +2%
Certified Medication Aide	23.93	24.17	24.41	24.66	25.15	25.65
Licensed Practical Nurse	34.33	34.67	35.02	35.37	36.08	36.80
Medical Assistant	20.91	21.12	21.33	21.54	21.97	22.41
Medical Billing Specialist	23.75	23.99	24.23	24.47	24.96	25.46
On-Call Clinical Responder	25.30	25.55	25.81	26.07	26.59	27.12
Physician Clerk	21.08	21.29	21.50	21.72	22.15	22.60
Registered Nurse	44.74	45.19	45.64	46.10	47.02	47.96
School Transition Specialist	20.32	20.52	20.73	20.94	21.35	21.78

Position	06/22/2024 Base rate					
	Base	1-3 Years +1%	3-5 years +1%	5-7 Years +1%	7-9 years +2%	10+ years +2%
Skill Trainer / Medication Aide						
Skills Trainer I 0 - 0.5 Years	20.17					
Skills Trainer II 0.5 - 1 Years	20.70	20.91				
Skills Trainer II 1 - 2 Years	21.76	21.98	22.20			
Skills Trainer II 2+ Years	22.29	22.51	22.74	22.97	23.42	23.89

Position	06/22/2024 Base rate					
	Base	1-3 Years +1%	3-5 years +1%	5-7 Years +1%	7-9 years +2%	10+ years +2%
Billing Clerk	18.35	18.53	18.72	18.91	19.28	19.67
Cook I	17.80	17.98	18.16	18.34	18.71	19.08
Cook II	18.41	18.59	18.78	18.97	19.35	19.73
Cook's Helper	17.80	17.98	18.16	18.34	18.71	19.08
Groundskeeper	18.51	18.70	18.88	19.07	19.45	19.84
Health & Community Services Liaison	17.80	17.98	18.16	18.34	18.71	19.08
Housekeeper	17.80	17.98	18.16	18.34	18.71	19.08
Maintenance Worker	19.68	19.88	20.08	20.28	20.68	21.10
Receptionist / Clerk / Covid Clerk	17.80	17.98	18.16	18.34	18.71	19.08

Position	06/22/2024 Base rate					
	Base	1-3 Years +1%	3-5 years +1%	5-7 Years +1%	7-9 years +2%	10+ years +2%
Certified Medication Aide	24.41	24.65	24.90	25.15	25.65	26.17
Licensed Practical Nurse	35.02	35.37	35.72	36.08	36.80	37.54
Medical Assistant	21.33	21.54	21.76	21.98	22.42	22.86
Medical Billing Specialist	24.23	24.47	24.72	24.96	25.46	25.97
On-Call Clinical Responder	25.81	26.07	26.33	26.59	27.12	27.67
Physician Clerk	21.50	21.72	21.93	22.15	22.59	23.05
Registered Nurse	45.63	46.09	46.55	47.01	47.95	48.91
School Transition Specialist	20.73	20.94	21.15	21.36	21.79	22.22

LETTER OF AGREEMENT – REMOTE WORK

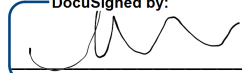
Section 1. Where an employee’s duties can be successfully performed away from their primary work station, an employee is eligible for remote work, upon approval. To be eligible, the remote worksite must be in Oregon.

Section 2. Requests to work remotely may be initiated by the employee and must be reviewed and approved by the employee’s supervisor to ensure the position is suitable for work and meets business and operational needs. Remote work agreements must be documented. Requests to work remotely shall be considered in order of application and responded to within thirty (30) calendar days. Remote work arrangements are not a substitute for dependent care and/or utilizing sick leave. Employees working remotely shall make or maintain childcare arrangements to permit concentration on work assignments.

Section 3. No request to work remotely shall be arbitrarily denied or rescinded. If an employee’s request to work remotely is denied or rescinded, the supervisor must provide a timely written response to the employee documenting the reason(s) for the denial or rescission. Rescissions of remote work by the employee or Employer generally will be made within seven (7) days’ advance notice. However, in unforeseen circumstances, an employee approved to work remotely may be required to report to work at the office due to business needs without seven (7) days’ advance notice.

This Letter of Agreement applies for the duration of the 2021-2024 collective bargaining agreement.

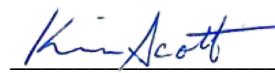
FOR THE UNION:

DocuSigned by:


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Melissa Unger, Executive Director

Date 12/20/2021

FOR THE EMPLOYER:



Kim Scott, President

Date 12/21/2021