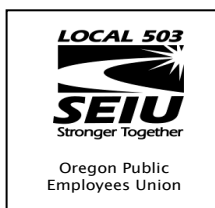


**Agreement Between**  
**Service Employees International Union**  
**Local 503/OPEU**

**and**

**Comprehensive Options for Drug Abusers,**  
**Inc.**

**July 1, 2021 – June 30, 2024**



SEIU Local 503, Oregon Public Employees Union, Headquarters,  
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# **COLLECTIVE BARGAINING AGREEMENT**

**between**

**COMPREHENSIVE OPTIONS FOR DRUG ABUSERS, Inc.**

**and**

**SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 503/  
OREGON PUBLIC EMPLOYEES UNION**

## **PREAMBLE**

This Agreement is entered into by Comprehensive Options for Drug Abusers, Inc. (CODA), hereinafter called the “Employer,” and the Service Employees International Union Local 503/OPEU, hereinafter called the “Union.” The purpose of this Agreement is to set forth those agreed-to matters pertaining to rates of pay, hours of work, fringe benefits and other conditions of employment applicable to employees of the Employer who are covered by this Agreement.

## **ARTICLE 1: RECOGNITION**

Section 1.1 The Employer recognizes the Union as the sole and exclusive collective bargaining representative of its employees in the bargaining unit described in Section 1.2.

Section 1.2 a. The bargaining unit covered by this Agreement shall consist of all regular employees of the Employer except as excluded below. Excluded from the bargaining unit are relief staff; temporary employees hired for positions of less than six (6) months’ duration; staff assigned to positions requiring masters-degree or masters-degree-level licensure (LMFT, LCSW, CADC-III); registered nurses, nurse practitioners/physician’s assistants; doctors; functional administrators; service, site functional, and executive managers; directors; and those clerical, accounting, and support staff who directly support executive staff and who have access to confidential/proprietary management information; guards and all other professional, confidential and supervisory employees.

b. “Other supervisors” include Patient Services Supervisors.

Section 1.3 a. The Employer shall furnish to the Union copies of Personnel Action Forms reflecting transactions which alter bargaining unit eligibility or which change the salary, benefits status, job classification, or employee status, of bargaining unit employees, or which terminate the employment of bargaining unit employees. These shall be furnished as transactions occur.

- b. If requested, and not to exceed twice per year, the Employer shall furnish to the Union extracts from consolidated payroll reports which corroborate the information provided in accordance with Section 1.3 (a), above.

## **ARTICLE 2: UNION SECURITY**

Section 2.1 As a condition of employment, all employees covered by this Agreement shall become Union members by authorizing Union dues deductions or shall make payments equal to Union dues on or after the thirtieth (30) day following the beginning of such employment or the effective date of this Agreement, whichever is later.

Section 2.2 The Employer will, within seven (7) calendar days after receipt of notice from the Union, discharge any employee who is not in good standing in the Union as required by Section 2.1. The Union agrees to hold the Employer harmless and indemnify against claims incurred by the reason of the Employer's reliance on notice given under this Article.

Section 2.3 For the purpose of this Article, "membership in good standing" means the payment or tender by the employee to the Union of an amount equal to the regular initiation fees and dues of the Union.

Section 2.4 Bargaining unit members who exercise their right of non-association only when based on a bona fide religious tenet or teaching of a church or religious body of which such employee is a member, shall pay an amount of money equivalent to Union dues to a nonreligious charity or another charitable organization mutually agreed upon by the employee and the Union. Such payment shall be remitted to that charity by the employee and this fact certified to the Union upon its request. Failure to remit this payment or provide certification to the Union shall be treated in the same manner as failure to maintain good standing in the Union as defined in Sections 2.2 and 2.3.

Section 2.5 a. Upon written or electronic 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. The Employer shall not be obligated to make any deductions until it receives an employee's authorization form. All applications or cancellations of membership shall be submitted by the employee to the Union. Any written applications for Union membership and/or authorization for Union dues and/or deductions or dues cancellations which the Employer receives shall be promptly forwarded to the Union. The Union will maintain the written and electronic authorization records and will provide copies to the Employer upon request.

- b. 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 twentieth (20<sup>th</sup>) of 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.

- c. The deductions collected from all employees, together with an itemized statement, shall be remitted to the Union's Salem headquarters within five (5) days after such deductions are made. This information will be provided in electronic format. This statement shall include the following information for every bargaining unit employee:

- Name of employee
- Job classification and department
- Employee Identification Number
- Gross pay
- Regular / Base pay
- Hire date
- Work phone number and email address
- Work location
- Home phone number and home address
- Full-time or part-time status
- Amount of dues deducted from regular / base pay
- Amount deducted from regular / base pay
- Membership status
- Regular hours worked

Changes in employee status including terminations, retirements, leave without pay, return from leave.

### **ARTICLE 3: MANAGEMENT RIGHTS**

Section 3.1 Except as otherwise specifically limited by the terms of this Agreement, the Employer retains all the customary, usual and exclusive rights, decision-making prerogatives, functions and authority connected with or in any way incidental to its responsibility to manage its operations or any part of them. The rights and prerogatives of the Employer not specifically modified or given up by a specific provision of this Agreement are deemed to be among those rights and prerogatives which are retained by the Employer, and the Employer shall have no obligation to bargain with the Union with respect to any such subjects or the exercise of its discretion and decision-making with regard thereto, any subjects covered by the terms of this Agreement, or any subject which was or might have been raised in the course of collective bargaining but is closed for the term hereof unless such subject is not currently addressed by the contract and is a mandatory subject of bargaining. The rights of employees in the bargaining unit and the Union are limited to those specifically set in the Agreement. The Employer's right to act as set forth herein continues to be in effect following the expiration of this Agreement.

Section 3.2 Without limitation, but by way of illustration, the exclusive prerogatives, functions, and rights of the Employer shall include the following:

- a. To determine the services to be rendered to clients of the Employer and the methods for providing such services.
- b. To determine and to follow the Employer's financial, budgetary and accounting procedures.
- c. To direct and supervise all operations, functions and policies of the Employer and its departments, divisions and programs.
- d. To close or liquidate any office, branch, operation, department, division, program, facility or combination of facilities, or to relocate reorganize or combine the work of departments, division, programs, offices, branches, operations or facilities, for budgetary or other reasons.
- e. To manage and direct the work force, including, but not limited to, the right to determine the methods, processes and manner of performing work; the right to hire, promote and retain employees and to transfer them within the same pay range; the right to lay off; the right to abolish positions or reorganize divisions, departments, programs, or operations, the right to determine schedules of work; the right to purchase, dispose of and assign equipment or supplies.
- f. To determine the need for a reduction or an increase in the work force and the implementation of any decision with regard thereto.
- g. To establish, revise and implement standards for hiring, classification, promotion, quality of work, quantity of work, safety, materials, equipment and appearance.
- h. To implement new, and to revise or discard, wholly or in part, old methods, procedures, materials, equipment, facilities and standards.
- i. To contract or subcontract work.
- j. To assign shifts, workdays, hours of work and work locations.
- k. To designate and to assign all work duties.
- l. To introduce new duties within the unit.
- m. To determine the need for and the qualifications of new employees, transfers and promotions.
- n. To discipline employees. Employees will normally be counseled about job performance problems as they develop. When appropriate, discipline will

be imposed in a progressive sequence; however, if the Employer determines it appropriate, the Employer may impose any form or level of disciplinary action based on its evaluation of the employee's conduct, past record, length of service, and surrounding circumstances.

- o. To determine the need for additional educational courses, training programs, on-the-job training and cross-training and to assign employees to such duties for such periods as determined by the Employer, except that assignments to perform the duties of a higher classification without a corresponding salary increase under the auspices of "on-the-job training" or "cross training" may not exceed sixty (60) consecutive days per assignment.

Section 3.3 Except as otherwise provided in this Agreement, no terms of employment are guaranteed or implied.

#### **ARTICLE 4: STRIKES AND LOCKOUTS**

Section 4.1 Except as provided in Step 4 of Section 6.2, the Union and its members, as individuals or a group, will not initiate, cause, or participate or join in any strike, work stoppage or slowdown, picketing, or any other restriction of or interference with work during the life and duration of this Agreement which is directed at the Employer, its officials, directors or employees. Disciplinary action, including discharge, may be taken by the Employer against any employee or employees engaged in a violation of this Article.

Section 4.2 In the event of a strike, work stoppage, slowdown, picketing, observance of a picket line, or other restriction of or interference with work in any form, either on the basis of individual choice or collective employee conduct during the life and duration of this Agreement, the Union will immediately upon notification from the Employer attempt to secure an immediate and orderly return to work.

Section 4.3 There will be no lockout of employees in the unit by the Employer as a consequence of any dispute arising during the period of this Agreement.

#### **ARTICLE 5: TRIAL SERVICE PERIOD**

Section 5.1 All new employees shall be subject to the trial service period of six (6) full consecutive months. When an individual in a temporary or relief status is transferred into a regular-status position, and has during the temporary or relief status period performed duties substantially identical to those of the regular position, hours worked in temporary or relief status will be recalculated into a monthly statement (at the standard conversion rate of 173.33 hours = 1 month at full time) and that number of months will be subtracted from the six-month trial service period. Should this calculation eliminate the trial service period altogether, it is understood that post-trial-service benefits shall commence the first day of the month following the conversion/reassignment. Except as may otherwise be



specifically provided in this Agreement, employees shall not accrue or receive fringe benefits during their trial service period.

Section 5.2 Termination of employment during the trial service shall not be grievable under Article 6.2.

## **ARTICLE 6: GRIEVANCE PROCEDURE**

Section 6.1. A grievance shall be defined as a claim by the Union that the Employer has violated a specific term of this Agreement. An employee perceiving that a contract violation has occurred must present the matter to his/her supervisor for informal resolution prior to requesting that the Union initiate formal proceedings in accordance with Section 6.2 below. Supervisors and managers have an inherent right and obligation, which derives from procedural due process, to respond to employee concerns and complaints. If an immediate response from the supervisor or manager is concluded to be unsatisfactory, then a grievance initiated by the Union shall proceed as discussed at Section 6.2, Step 1, below and will commence within thirty (30) calendar days of the alleged violation or of the date on which an individual exercising reasonable diligence would have become aware of the violation. Any grievance which may arise during the term of this Agreement shall be pursued and resolved through the procedure set forth in this Article, and such procedure shall be the sole and exclusive means for pursuing and resolving all grievances.

Section 6.2. Step 1. If the Union believes that a contract violation has occurred, the Union shall submit a written grievance to the grievant's clinical manager, site manager, service manager, or equivalent management representative. This grievance shall be submitted within thirty (30) calendar days of the alleged violation or of the date on which an individual exercising reasonable diligence would have become aware of the violation.

Step 2. Management will respond to the grievance in writing within fourteen (14) calendar days of its submission at Step 1. If the Union wishes to pursue the matter further it shall, within thirty (30) calendar days of its submission at Step 1, be submitted to the applicable functional manager or director (the individual immediately supervising the manager receiving the grievance at Step 1).

Step 3. Management will respond to the Step 2 grievance in writing within fourteen (14) calendar days of its submission at Step 2, If the Union wishes to pursue the matter further, it shall, within thirty (30) calendar days of the submission at Step 2, submit the grievance in writing to the Executive Director. Copies of the submission to the Executive Director shall also be submitted by the Union to the Human Resources Director. The Executive Director shall then review the matter and shall, within twenty (20) calendar days of its submission to him/her, issue a decision on it. Unless challenged pursuant to Step 4 of this procedure and modified as a result of actions taken at Step 4c, the Executive Director's decision at Step 3 shall be final and binding on all parties.

Step 4.

- a. If the Union is unwilling to accept the decision of the Executive Director at Step 3 of this procedure, it may within thirty (30) calendar days of the decision deliver a fourteen (14) day strike notice and call a strike of its membership. The calling of a strike in support of its grievance position will not constitute a violation of Article 4 of this Agreement. The Union may, either in place of a strike notice or along with a strike notice, refer the matter to either mediation or advisory arbitration. In such an event, written notice of the intent to submit the grievance to the processes of mediation or advisory arbitration must be given to the Employer within thirty (30) calendar days of receipt of the Executive Director's decision at Step 3.
- b. Following the giving of notice in paragraph a above, the parties may contact the Federal Mediation and Conciliation Service (FMCS) for mediation services. Upon mutual agreement, the parties shall meet as promptly as possible with a mediator assigned by FMCS to determine if a mediated settlement can be reached to resolve the grievance. If the grievance is not resolved in mediation, the Union may submit the grievance to advisory arbitration by giving written notice of that desire to the Employer within fourteen (14) days after the end of the mediation.
- c. For advisory arbitration services, the parties shall alternatively strike names from the list of arbitrators attached to this Agreement as Appendix B and the remaining individual shall be the name of the advisory arbitrator for the grievance. The parties will flip a coin to determine who strikes first. The arbitrator shall schedule the arbitration hearing as soon as possible on a mutually agreed upon date and location. Within thirty (30) days after the arbitration hearing, the arbitrator shall issue a recommended resolution of the grievance. This recommendation will be advisory only, and will not be binding on either party. In arriving at his/her recommendation, the arbitrator shall not add to, ignore, or alter the provisions of this Agreement.
- d. Each party will notify the other of its acceptance or rejection of the mediator/arbitrator's advisory recommendation within ten (10) calendar days of receipt of the recommendation.
- e. Arbitration-related fees and the expenses of the arbitrator shall be shared equally by the parties. All other expenses related to either the mediation or arbitration process shall be borne exclusively by the party requiring the service or item for which payment is to be made.

Section 6.3. The parties specifically agree that the grievance procedure contained in this Article is the sole and exclusive method for resolving all grievances arising under this Agreement, and that following completion of Step 3, the right to strike as provided in Step 4 constitutes the sole and exclusive remaining means by which the Union and/or the grieving employee may challenge the Executive Director's decision at

Step 3 (except that the Union may opt for mediation/advisory arbitration as discussed in Step 4 above).

- Section 6.4. In submitting the grievance in writing at Steps 1, 2, and 3 of the procedure set forth in Section 6.2, the submission shall cite the date and other specific facts of the alleged violation, to the extent possible in what manner a specific section or sections of this Agreement are alleged to have been violated, and the specific remedy sought. Failure to comply with this requirement at any step of the grievance process shall result in a waiver of the grievance. Once a grievance has been waived, the right to strike over that grievance no longer exists.
- Section 6.5. At Steps 1, 2, and 3 of the grievance procedure, the Employer's representative or his/her designee shall promptly meet with the grieving employee(s)/Union upon request in an attempt to resolve the controversy. A representative of the Union shall be present at any meetings held during the grievance procedure, and shall serve as the grieving employee's representative during such meeting. If the representative is a CODA employee, this duty will be without loss of pay.
- Section 6.6. Unless the applicable time period has been extended by mutual written agreement, a failure by the Employer to respond within the time period provided at a step of the grievance procedure shall be considered a denial of the grievance, and will not suspend the obligation of the Union to comply with the time limit of the subsequent step (if any) of the procedure. Unless the applicable time period has been extended by mutual written agreement, any failure by the Union to meet a time limit set forth in the grievance procedure shall result in the grievance being considered waived, and the Employer's last answer shall then be considered as a final and binding resolution of the grievance.
- Section 6.7. Should multiple grievances arise which involve a common question of policy or rule or procedure, the Employer and the Union may by mutual agreement conduct a joint hearing of any or all the matters at issue in order to avoid unnecessary costs or delay.
- Section 6.8. A grievance filed with the wrong management representative shall not be considered a waiver of the grievance. However, the timing for management's response shall commence when the grievance is delivered to the proper management representative.
- Section 6.9. The Employer recognizes its responsibility to meet with Union stewards and staff to engage in the process of resolving grievances. A single steward and/or Union staff will be present to represent the employee at Step 1 and Step 2.

## **ARTICLE 7: HOURS OF WORK**

- Section 7.1. The regular workweek for full-time, non-exempt employees covered by this Agreement shall be forty (40) hours of work, with at least two (2) consecutive days off unless otherwise requested in writing by an employee. The workweek for non-

exempt employees shall begin at 12:00 a.m. on Sunday and shall end at 11:59 p.m. on Saturday.

- Section 7.2 a. The Employer may require employees to work overtime whenever it deems necessary, but employees shall not work overtime without prior approval from their supervisor. Overtime work which does not involve an extension of the shift of an employee who was performing the work during his/her regular shift will be assigned to volunteers according to seniority among qualified employees, the most senior qualified employee having priority. If there are not sufficient qualified volunteers to meet the Employer's needs, mandatory overtime will be assigned according to inverse seniority among qualified employees. When additional work becomes available due to vacations, sick leave, etc. the additional work will be offered to those qualified employees regularly scheduled to work under forty (40) hours per workweek, providing the additional work does not cause conflict with the employee's current work schedule.
- b. Overtime will be compensated according to applicable wage and hour laws established by state and federal regulations. In keeping with those laws, non-exempt employees will be compensated for hours worked in excess of forty (40) in a workweek at the rate of one and one-half (1-1/2) times their regular rate.
- Section 7.3 No non-exempt employee will be required to work more than five (5) consecutive hours without a meal period of at least one-half (1/2) hour, as scheduled by the Employer. The meal period will be unpaid, and, when work requirements and/or the facility allow, employees will be expected to leave their work area during their meal period. If an employee is required to work or be on-call for work during his/her meal period, the meal period shall be considered time worked.
- Section 7.4 Each full-time, non-exempt employee shall be allowed a fifteen (15) minute rest period during the first half of his/her shift, and a fifteen (15) minute rest period during the second half of his/her shift.
- Section 7.5 Nothing in this Agreement shall be construed to establish or imply a guarantee of any minimum number of hours of work or pay per day or per week.
- Section 7.6 The Employer will notify the affected employee and the Union at least two (2) weeks prior to any permanent change in shift, workdays, hours of work, or work location. If a permanent change of a program's scheduled shifts greater than 1 hour is made, seniority will be considered in the assignment of shifts.
- Section 7.7 Non-exempt employees who are regularly scheduled to work six (6) consecutive days will be compensated at one and one half (1 1/2) times their regular hourly rate for hours worked on the sixth (6<sup>th</sup>) day. Non-exempt employees who are regularly scheduled to work seven (7) consecutive days will be compensated at two (2) times

their regular hourly rate for hours worked on the seventh (7<sup>th</sup>) day. These rates apply for all hours worked regardless of FTE.

Section 7.8 There will be no pyramiding of overtime under this Agreement.

**ARTICLE 8: HOLIDAYS**

Section 8.1 The following days shall be recognized as holidays for employees who have completed their trial service period:

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

All employees shall receive eight (8) hours of pay for these holidays.

If an employee is regularly scheduled for more than eight (8) hours on the day upon which a holiday falls, then the employee shall be compensated for the number of hours of regularly scheduled up to ten (10) hours.

Any employee who is required to work on one of these holidays shall receive pay at the rate of time-and-one-half for all hours worked on the holiday in addition to their holiday pay.

Part-time nonexempt employees who have worked an average of twenty (20) hours per week during the month containing the holiday will receive time off with pay on a prorated basis.

The intent of this contract is that required holiday work will be assigned on an equitable but prudent basis, typically assigning customary shifts to those individuals regularly scheduled to work on that day. Should opportunities arise for discretionary scheduling (for example, if an individual regularly scheduled to work requests time off), then the opportunity will be offered within the department concerned. When there are volunteers to work the shift, the most senior volunteer will be afforded the opportunity. When no one volunteers, the least senior individual capable of performing the duties will be assigned the shift. In any year, discretion should be exercised to preclude the same employees being required to work every holiday.

If an employee does not work on the date of an observed holiday, they can either elect to choose another day during that week as the paid holiday or receive holiday pay at their regular rate.

**ARTICLE 9: ACCRUED ANNUAL LEAVE**

Section 9.1 a. Full-Time employees shall accrue annual leave at the following rate:

<b>Length of Employment</b>	<b>Rate of Accrual</b>
Beginning with the first day of employment through the 24 <sup>th</sup> month	6.46 hours per pay period
Beginning of 25 <sup>th</sup> month through the 60 <sup>th</sup> month	7.38 hours per pay period
Beginning of 61 <sup>st</sup> month through the 96 <sup>th</sup> month	9.84 hours per pay period
Beginning of the 97 <sup>th</sup> month	10.77 hours per pay period

- b. Regular part-time employees shall accrue annual leave on a prorated basis based on actual hours worked at the following rate:

<b>Length of Employment</b>	<b>Rate of Accrual</b>
Beginning with the first day of employment through the 24 <sup>th</sup> month	.081 hours per hour worked to a maximum of 6.46 hours per pay period
Beginning of 25 <sup>th</sup> month through the 60 <sup>th</sup> month	.093 hours per hour worked to a maximum of 7.38 hours per pay period
Beginning of 61 <sup>st</sup> month through the 96 <sup>th</sup> month	.123 hours per hour worked to a maximum of 9.84 hours per pay period
Beginning of the 97 <sup>th</sup> month	.135 hours per hour worked to a maximum of 10.77 hours per pay period

Section 9.2 Annual Leave cannot be used prior to the employee's 90th day of employment. Annual leave may not be used until it has been accrued, but may then be used for illness, vacation, emergency, or such other reason as the employee may choose, so long as such usage is not detrimental to program and other service needs, as determined by the Employer. Annual leave may not be accrued in excess of two hundred (200) hours, except as provided in section 9.3 below.

Section 9.3 Vacation and other pre-planned usages of annual leave time shall be subject to approval by the employee's supervisor, and must be scheduled at least thirty (30) days in advance unless the supervisor approves the request upon lesser advance notice. The supervisor will respond to the request within five (5) days after receipt of the request and assign a replacement, if needed, for the requestor. Vacation requests made at least thirty (30) days in advance shall be granted unless two (2) or more employees from the same service department request the same day off and the matter cannot be resolved by agreement of the employees concerned. The employee having the greatest seniority will be granted the request, provided however, that an employee shall not be given seniority consideration more than once each year. An employee's timely request for leave will not be denied twice in one year unless the denial is a result of a senior employee's request for leave. If a

bargaining unit employee must be denied a timely request for leave by the service department, then the number of hours of vacation requested and denied will be added to the accrual cap for that employee. This add-on will be allowed only once each year, with the total add-on premium limited to sixty (60) hours. When the employee takes vacation, any accrual add-ons will be reduced first before time is decremented from the accrual balance.

Section 9.4 For unplanned absences the Employer may require an employee who has been absent for five (5) or more consecutive work days due to injury or illness to provide certification of an attending physician or practitioner and/or to have an examination resulting in certification establishing the employee's disability from work, his/her fitness to return to work, and/or his/her ability to continue the full performance of his/her duties. Certification of an attending physician or practitioner may also be required if the agency has evidence that the employee is abusing sick leave privileges. In circumstances where the employee may file short-term disability or Worker's Compensation claims, and/or seeks the protections of the Family and Medical Leave Act (FMLA), such certification may be requested immediately upon Employer notification of the event, and must be provided as expeditiously as possible.

Unplanned absences due to injury or illness (calling in sick) are expected to occur occasionally. Excessive numbers of unplanned absences may subject the employee to administrative or disciplinary action.

Section 9.5 Upon an employee's termination of employment with the Employer he/she shall receive a lump payment for 50% of accrued and unused Annual Leave, to the accrual cap specified in Section 9.2 above. Upon an employee's death, all money owed for accrued and unused annual leave to the accrual specified in Section 9.2 above will be paid in accordance with the law.

Section 9.6 Annual leave accrual balances may be accessed for cash (cashed out) by employees. An employee who has worked for the Employer for less than 60 months may make use of this device twice each calendar year with a maximum of forty (40) hours per request per pay period to a maximum of eighty (80) hours per calendar year. An employee who has worked for the Employer beginning in their 60th month may use this device four times each calendar year with a maximum of forty (40) hours per pay period to a maximum of one hundred and twenty (120) hours per calendar year. Only one cash-out per pay period will be allowed. Written requests for cash-outs will be submitted to payroll for processing. The cash out payment check will be available after the check run immediately following the approval of the request.

Section 9.7 Employees may donate annual leave to other employees who are or would be absent from work as the result of a condition which qualifies or would qualify the employee for leave under the Family and Medical Leave Act (FMLA) or Oregon Family Leave Act (OFLA) and who have requested donated leave. Employees may request donated leave only when it is determined that they have currently or will soon exhaust their accrued annual leave. Following approval by the Human

Resources Department, Human Resources will notify the Local President and Vice President so that they may request the donation of annual leave for the employee via email in a manner which complies with the Employer’s Guidelines for email use and by the Union bulletin board postings. The amount of donated leave cannot exceed the maximum accrual in Section 9.2 above. No employee may donate over forty (40) hours per calendar year.

Section 9.8 Cash out or donation reduction of annual leave may not reduce the employee’s leave balance below forty (40) hours.

Section 9.9 The Employer may administer this Article as necessary in order to comply with ORS 653.601-ORS 653.661.

**ARTICLE 10: COMPENSATION**

Section 10.1 WAGE RATE RANGES AND LEVELS:

Effective July 1, 2021 the following salary ranges and levels shall be in effect:

	Years of Service	Hire	1 year	2 years	3 years	4 years	5.5 years	7.5 years
Range	Step Number	1	2	3	4	5	6	7
I	ADST; Residential Aide, Outpatient Services Aide	\$14.66	\$15.10	\$15.56	\$16.02	\$16.50	\$17.00	\$17.51
II	; Childcare Specialist; UA Tech	\$15.35	\$15.82	\$16.29	\$16.78	\$17.28	\$17.80	\$18.33
III	Associate Counselor (ELC); Cook Assistant; Medical Records Specialist;	\$15.90	\$16.38	\$16.87	\$17.38	\$17.90	\$18.44	\$18.99
IV	Counselor; Residential Counselor Site Support Specialist; Facilities Maint. Tech,	\$17.00	\$17.51	\$18.03	\$18.58	\$19.13	\$19.71	\$20.30
V	Senior Counselor, Skills Trainer, Mentor	\$18.19	\$18.74	\$19.30	\$19.88	\$20.47	\$21.09	\$21.27



Effective July 1, 2022, Step 1 of the wage rate ranges and levels set forth above will be increased by three percent (3%) Subsequent steps will be increased by three percent (3%) more than the preceding step.

Effective July 1, 2023, Step 1 of the wage rate ranges and levels set forth above will be increased by the percentage change in the Consumer Price Index – All Urban Consumers – All Cities U.S., all items, 1982 – 1984 = 100, from January 2022 to January 2023, between a minimum of one percent (1%) and up to a maximum of three percent (3%). Subsequent steps will be increased by three percent (3%) more than the preceding step.

## Section 10.2 PROGRESSION PERIOD

- a. From new hire through 12 full continuous months of employment, an employee will be paid at Level 1.
- b. Beginning with the 13<sup>th</sup> full month of continuous employment, through the 24<sup>th</sup> full continuous month of employment, an employee will be paid at Level 2.
- c. Beginning with the 25<sup>th</sup> full month of continuous employment, through the 36<sup>th</sup> full continuous month of employment, an employee will be paid at Level 3.
- d. Beginning with the 37<sup>th</sup> full month of continuous employment, through the 48<sup>th</sup> full continuous month of employment, an employee will be paid at Level 4.
- e. Beginning with the 49<sup>th</sup> full month of continuous employment, through the 66<sup>th</sup> full continuous month of employment, an employee will be paid at Level 5.
- f. Beginning with the 67<sup>th</sup> full month of continuous employment, through the 90<sup>th</sup> full continuous month of employment, an employee will be paid at Level 6.
- g. Beginning with the 91<sup>st</sup> full month of continuous employment, an employee will be paid at Level 7.
- h. If an employee's performance is satisfactory, the employee will be advanced to the next Level automatically. If an employee's performance is unsatisfactory, the employee is entitled to a review and additional appraisal within ninety (90) days after the unsatisfactory appraisal.
- i. It is the intent of the parties that employees in progression shall work during the entire progression period. If such period is materially affected by absences (i.e., continuous absences of thirty or more calendar days), compensating adjustments may be made in the progression periods.
- j. The above steps are the minimum amounts the Employer must pay employees, and the Employer, on an individual employee basis, may choose to pay an employee more than the minimum required by the step based on the employee's specialized education, experience, competencies, and job performance. The Employer may also choose to implement across-the-board wage increases.

### Section 10.3 ADDITIONAL COMPENSATION OPPORTUNITIES

In addition to the base wage rates provided by this Section, employees covered by this Agreement may have the following opportunities for additional compensation:

- a. The Employer, at its sole discretion, may grant one-time bonuses to employees in recognition of such matters as temporary increases of workload or extraordinary performance of assigned duties or tasks. Such bonuses are in addition to and do not alter an employee's base salary. The exercise of the Employer's discretion regarding bonuses is not subject to the grievance procedures provided under this Agreement.
- b. The Employer, at its sole discretion, may establish and implement, without further bargaining, a credentialing program. Any monetary allowances to be provided under such a program will be in addition to and will not alter an employee's base salary.

### Section 10.4 SHIFT DIFFERENTIAL

For all hours worked between 10:00 PM and 6:00 AM at facilities providing residential services, eligible employees shall receive, in addition to the applicable straight-time rate of pay, a shift differential of one dollar (\$1.00) per hour. Employees in such service must actually work a minimum of one (1) hour between 10:00 PM and 6:00 AM to be eligible for a shift differential. For purposes of computing overtime compensation pursuant to Section 7.2(b) of this Agreement, any shift differential to which an employee is entitled shall be considered part of the straight-time rate of pay.

## **ARTICLE 11: INSURANCE**

### Section 11.1 MEDICAL AND DENTAL:

- a. The Employer will offer the medical and dental insurance plans of its choice through the term of the Agreement for employees who are regularly scheduled for at least twenty (20) hours per week.
- b. New employees shall be eligible as of the first day of the first month following the 60<sup>th</sup> day after they start work.
- c. The Employer will contribute a minimum of Four Hundred Dollars (\$400.00) of the cost of monthly premiums for an Employer sponsored group medical and dental plan offered for each employee and for any dependent coverage selected, which may include spouses or domestic partners. The balance of the employee's premiums, including the cost of any dependent coverage selected, shall be withheld monthly from the employee's paycheck. For any pay period in which there are insufficient wages due and payable to the employee to cover the employee's portion of the applicable premium, the employee must submit

directly to the Employer, the amount of the premium owed not later than the employee's normal payday.

- d. To the extent that the Employer's contribution exceeds the actual cost of the employee's selected coverage, an employee may apply the difference towards the employee's cost of any supplemental insurance coverage, which is offered at the Employer's sole discretion.

## Section 11.2 BENEFITS ADVISORY COMMITTEE

- (1) The Employer and the Union shall jointly appoint a Benefits Advisory Committee. This Committee shall consist of two (2) bargaining unit representatives and two (2) management representatives. Participation of assigned members at meetings will be on a paid-time basis.
- (2) The Committee will have two primary, distinct functions:
  - (a) MEDICAL AND DENTAL PLANS: The Committee will review bids for renewing or changing medical and /or dental insurance coverage, and will make a recommendation which plan(s) to adopt.
  - (b) LIFE, DISABILITY, EMPLOYEE ASSISTANCE, and PENSION PLANS: The Committee may meet by mutual consent at any time to explore the structure, administration, or scope of these benefits.
- (3) FOR MEDICAL AND DENTAL PLANS: On the date that healthcare renewal census information is provided to the broker (typically July 1st of each year), the Committee will be notified that bids are imminent. Should two (2) or more bids be received, the Committee shall meet with the broker to review the bids. The broker will specify the date on which s/he requires a decision. Committee members may use the intervening time to discuss options with their constituents and develop consensus. Final consensus, advisory in nature, will be articulated at a meeting of the Committee taking place on or before the decision deadline date.
- (4) FOR ALL OTHER BENEFITS: The Committee may meet by mutual consent (including meeting as a standing committee) to brainstorm, evaluate, research, and develop benefits-package components. The Committee may explore any aspect of this portion of the benefits package (for example, provider, comprehensiveness of coverage, adding or deleting components). Subject-matter experts such as brokers, plan administrators, or agents may be invited to assist the Committee. Once the Committee achieves consensus on a change recommendation, that recommendation may be addressed at discretionary negotiation (should both negotiating parties agree) or at the next regularly-scheduled negotiation at which Article 11 may be discussed.

(5) **ADDITIONAL BENEFITS:** Provided the Employer offers the Medical and Dental insurance plans as set forth in Section 11.1 above, it may in its sole discretion add or discontinue additional benefit plans.

Section 11.3 **DISABILITY:** The Employer will provide short-term and long-term disability insurance through the term of this Agreement for employees who have completed their trial service period and who are regularly scheduled for at least twenty (20) hours per week. Benefits shall be as in or reasonably comparable to the current plans. Selection of the carrier(s) for such insurance shall be at the sole discretion of the Employer.

Section 11.4 **LIFE:** The Employer will provide term life insurance through the term of the Agreement for employees who have completed their trial service period and who are regularly scheduled for at least twenty (20) hours per week. The coverage amount shall be equal to or in excess of the current plan. Selection of the carrier for such insurance shall be at the sole discretion of the Employer.

Section 11.5 **EMPLOYEE ASSISTANCE PROGRAM:** The Employer will continue to offer an Employee Assistance Program of its choice through the term of this Agreement.

## **ARTICLE 12: RETIREMENT**

Bargaining unit employees will be included in the CODA 401K Retirement Plan subject to the eligibility standards and terms of said plan. In accordance with the terms of said plan, the Employer's annual match (if any) of individual Employee contributions to the plan shall be determined exclusively by the Employer's Board of Directors. Employees may make tax-deferred contributions to the plan.

## **ARTICLE 13: LEAVES OF ABSENCE**

Section 13.1 **JURY DUTY:**

- a. A regular full-time employee shall be granted leave with full pay for all regularly scheduled straight-time hours of work missed because he/she was required to report for jury duty. An eligible employee shall endorse any jury duty fee (excluding mileage and meal allowance) to the Employer as a condition to the receipt of pay for time missed due to jury duty.
- b. An employee shall notify the Employer promptly upon receiving notice to report to jury duty. On any day when an employee is excused or dismissed from jury duty, he/she shall promptly notify the Employer.

Section 13.2 **MILITARY LEAVE:** The Employer will comply with all state and federal laws regarding military leaves of absence. In addition:

- a. All employees will be granted leave to fulfill annual training obligations or if required to report for extended active duty.

- b. A regular full-time employee with six (6) months of continuous service will be paid the difference between military compensation and his/her current applicable rate for a maximum of fifteen (15) calendar days, in any calendar year, for annual training.
- c. Alternately, an employee may elect to use his/her accrued leave entitlement for the annual training period.
- d. Upon expiration of an approved military leave, the employee will be returned to his/her former position or otherwise reemployed as required by law.

**Section 13.3 LEAVES OF ABSENCE WITHOUT PAY:**

- a. Following completion of at least one (1) year of continuous full-time employment, an employee may request a leave of absence without pay. An employee shall not be authorized for a leave of absence without pay until all accrued annual leave time and accrued floating holidays have been applied towards payment for the absence. Request for leaves of absence must be in writing and must establish reasonable justification for approval of the request. The Employer shall determine whether the leave will be granted or not. Such leave will not be approved for an employee who is accepting outside employment. As a condition of receiving and continuing a leave of absence, the employee must comply with the terms contained in the Employer-approved leave of absence form. A leave of absence shall not exceed ninety (90) calendar days, unless specifically renewed or extended by the Employer.
- b. Benefits and leave accrual shall not be accrued for any period in which an employee is on unpaid leave status. In order to maintain insurance coverage's during a period of unpaid leave, the employee must self-pay all insurance premiums by submitting payments of such premiums to the Employer prior to the first day of the calendar month for which coverage is to be continued.

**ARTICLE 14: SENIORITY**

Section 14.1 Seniority shall be considered as the length of an employee's employment with the Employer. Seniority commences from date of hire for purposes of placement in the salary step system. Date of placement in a benefits-eligible position shall be the basis of determining eligibility dates for specific benefits such as pension and disability coverage and for determining leave accrual rates.

Section 14.2 Part-time service will be prorated in computing seniority.

Section 14.3 When there has been a break in employment of less than two (2) years, seniority shall be computed as the sum of months worked in each period of employment. A break in service of two (2) years or more requires forfeiture of seniority.

## **ARTICLE 15: LAYOFF**

- Section 15.1 The Employer may lay off employees whenever it determines that it is necessary to do so because of lack of work, financial considerations, restructuring within the organization, or such other reason as it may determine. Employees shall be selected for layoff in accordance with the remaining provisions of this Article.
- Section 15.2 In the event of layoff, the Employer will review each employee classification and prioritize essential and nonessential positions in each class, with the goal of maintaining direct client services as first priority.
- Section 15.3 Employees within a classification to be laid off may volunteer to be laid off, and, such volunteers will be considered by the Employer for possible layoff. Volunteering for layoff may have an impact on the employee's unemployment eligibility. If an insufficient number of employees volunteer for layoff, or if the Employer determines that one or more of the volunteers should not be laid off, those employees who are in the affected classification within the program targeted for reduction will be laid off in the inverse order of their seniority, i.e., the person with the least seniority shall be laid off first.
- Section 15.4 If an employee to be laid off has completed their trial service period and there is a vacant position in the same or lower class in another of the Employer's programs and the Employer determines the employee is qualified for such position, the employee will be offered that position if s/he requests it. The employee will serve no Trial Service period in the new position. If an employee to be laid off has not completed their Trial Service Period and there is a vacant position in the same or lower class in another of the Employer's programs and the Employer determines the employee is qualified for such position, the employee will be offered that position if he/she requests it. The employee will complete their Trial Service Period in the new position.
- Section 15.5 If an employee qualifies for and accepts a vacant position in a lower classification in lieu of layoff, his/her salary will not be reduced unless it exceeds the highest rate in the new salary range, in which event his/her salary will be reduced to the highest level in that range. Employees who have been laid off shall have the right to displace the least senior employee in a lower classification provided they have previously worked the same position as the employee to be displaced and/or are qualified to perform the work of that position.
- Section 15.6 Employees to be laid off will receive at least twenty-one (21) days' notice prior to the layoff or twenty-one (21) days' pay in lieu of twenty-one (21) days' notice of layoff, with such entitlement calculated on the basis of regularly scheduled hours.
- Section 15.7 a. Laid-off employees who are recalled to the same or lower classification of employment within one (1) year of their layoff shall be credited with all seniority accrued prior to their layoff.

- b. Employees who have been laid off for less than twelve (12) months shall receive recall rights for job openings which occur and for which they are qualified. Such rights shall be afforded laid-off employees in order of their seniority, prior to hiring new employees. The individual receiving the recall must accept the job within seven (7) days of the offer and be available for work within fourteen (14) days of the acceptance of the offer. Should either condition not be met, recall rights transfer to the next most senior laid-off employee.
- c. Employees who have been laid off for less than twelve (12) months shall be offered temporary employment opportunities prior to hiring new employees. Employees shall accept or refuse the offer within twenty-four (24) hours. Not accepting a temporary or short-term job does not constitute a refusal as referenced under this Article Section 15.7 (b). Accepting does not impact an employee's recall rights and seniority will accrue only when the duration of each temporary employment is one (1) month or greater.

## **ARTICLE 16: DISCIPLINE AND DISCHARGE**

The Employer shall have the right to discipline or discharge any employee for just cause. Prior to issuing any discipline, the Employer will give employees the opportunity to discuss any previously-issued discipline..

Written notice of disciplinary action (written warning, unpaid administrative leave, probation, and employment termination) will be provided to the affected employee and to the Union within five (5) weekdays of the imposition of the disciplinary action.

The time for grieving such action does not begin to run until notice of the action is provided to the employee and the Union.

Employees will normally be counseled about job performance problems as they develop. When appropriate, discipline will be imposed in progressive sequence; however, if the Employer determines it appropriate, the Employer may impose any form or level of disciplinary action based on its evaluation of the employee's conduct, past record, length of service, and surrounding circumstances.

Trial Service employees shall be subject to dismissal for any cause at any time prior to the expiration of the Trial Service Period.

## **ARTICLE 17: PERSONNEL FILES**

Employees shall have the right to review and copy their personnel file (except confidential reports received from previous employers and other materials related to hiring) upon reasonable request to and in the presence of the Human Resources Director.

## **ARTICLE 18: CLASSIFICATIONS**

Section 18.1 Should an employee believe a significant change has occurred in the duties and/or responsibilities of his/her position, which has served to make the current classification of that position incorrect, s/he may initiate a position classification validation by completing a Job Description Questionnaire. After completing this

form, the employee may request a meeting with his/her supervisor to determine whether the position better fits a higher classification. If it is determined that the employee's duties do match a higher classification, then the position may be reclassified to the higher classification. The employee will receive the corresponding salary rate effective on the date the Job Description Questionnaire was completed. If no agreement is reached, the employee may file a grievance under the provisions of Article 6. The Employer may elect to remove the duties and responsibilities of the higher classification (for example, if the employee does not meet the qualifications for the higher classification). In such a case, the employee shall be paid a premium retroactive for up to six (6) months for the period during which duties and/or responsibilities of the higher classification were performed. This premium shall be the salary for the higher classification, given the employee's length of service, minus the actual salary received.

Section 18.2 Whenever the Employer materially revises an existing covered classification or establishes a new covered classification, the Union reserves the right to bargain the salary for that position. The Employer shall submit a copy of the new or materially revised classification description to the Union, along with a tentative salary range assignment. Within fourteen (14) calendar days after receipt of such submission, the Union may submit a written statement to the Employer that it desires to bargain the salary range for the new or revised classification (setting forth any objections it has to the proposed range assignment). If the Employer does not receive such statement within fourteen (14) calendar days after the Union's receipt of the submitted range assignment, such assignment shall be considered final. If such a statement is timely filed, the parties shall enter into bargaining for a period of twenty-eight (28) days or until agreement is reached. If no agreement is reached during this time, the Employer may implement its last best offer. Such range shall then remain in effect through the remaining term of this Agreement, unless, the classification should again be materially revised by the Employer. Except as provided herein, the Union reserves the right to negotiate the wage scale for any new or substantially revised classification.

Section 18.3 When the Employer undertakes a classification review, the incumbent employee shall be given an opportunity to provide input into the review process prior to a decision being made.

Section 18.4 No employee employed in a classification which is materially revised shall receive a reduction in salary as a result of such revision.

## **ARTICLE 19: LABOR-MANAGEMENT COMMITTEE**

- a. Within 90 days of ratification of this Agreement, the parties agree to establish a Labor-Management Committee. The Committee shall be composed of at least two (2) Bargaining unit employees selected by the Union and two (2) management employees selected by the Employer. The Committee charter may expand membership.



- b. The purpose of the Committee shall be to discuss and explore ideas and issues related to improving the CODA work environment and issues concerning the intent or application of this Agreement. The Committee shall not be construed as having authority or entitlement to negotiate changes to the Collective Bargaining Agreement or to supersede the grievance process defined in Article 6 of this Agreement.
- c. The Committee shall meet at mutually-convenient places, dates, and times with the intent to meet at each worksite twice yearly. Meetings shall not exceed once each two (2) months except by mutual agreement of both parties. Participation in Labor-Management Committee meetings shall be considered paid time.

## **ARTICLE 20: NON-DISCRIMINATION**

Section 20.1 The Employer agrees to continue its policy that no person shall suffer unlawful discrimination in any employment decision for reason of sex, religion, color, race, age, national origin, physical or mental disability, sexual orientation, marital status, veteran's status, or political affiliation.

Section 20.2 The Employer will not tolerate any act of either sexual harassment or harassment because of any of the other protected categories listed above. Any employee feeling that s/he is experiencing harassment should report the matter promptly to their immediate Supervisor, Human Resources or the Deputy Executive Director.

## **ARTICLE 21: GENERAL PROVISIONS**

Section 21.1 **LIABILITY INSURANCE:** The Employer shall provide professional liability insurance for alleged acts or omissions occurring in the good faith performance of an employee's official duties in accordance with established Employer rules and procedures.

Section 21.2 **DRUG AND ALCOHOL TESTING:**

- a. Should the Employer have reasonable cause to believe an employee is using illegal drugs or is under the influence of alcohol or drugs, it may require the employee to undergo screening at a CODA-designated facility. If the employee tests positive and remains eligible for their position, the Employer may allow the employee to undergo treatment services at the employee's expense in lieu of termination. The Employer can require the employee to sign a release of information with regard to all drug and alcohol screening results and all phases of treatment specified.
- b. Nothing in this Agreement shall restrict the Employer's right to require the taking and successful passing of a drug and/or alcohol test of an applicant for employment as a condition of employment.

Section 21.3 **INTERNAL EMPLOYMENT APPLICATIONS:** Existing employees may apply for vacant positions within the Employer's organization without prejudice towards their current position. Notices of all regular job openings will be sent by CODA

email and posted by the Employer at all facilities simultaneously with the public announcement. Existing employees may apply and be considered for the opening. Only internal applicants will be considered during the first five (5) days following the job posting. Employees shall have the option to apply for and shall receive first consideration for a vacancy within their former classification within sixty (60) days after a transfer or a promotion.

## **ARTICLE 22: SAVINGS CLAUSE**

Should any of the provisions of this Agreement be found unlawful by a court of competent jurisdiction, all other provisions shall remain in full force and effect for the duration of the Agreement and the parties shall enter into negotiations within thirty (30) days to attempt to negotiate a replacement provision.

## **ARTICLE 23: UNION RIGHTS**

Section 23.1 STEWARDS: For purposes of representation and mutual administration of the Bargaining Agreement, the Union will designate stewards from among its members. The Union will notify the Employer (Deputy Executive Director and Human Resources Manager) in writing when a steward is designated. Stewards will be allowed to attend meetings with employees and management on work time.

Section 23.2 NEW EMPLOYEE ORIENTATIONS: A Union member or a Union Organizer shall have the right to spend up to twenty (20) minutes on work time for New Employee Union Orientation. The Union member must be from the same worksite where the New Employee Orientation is being held. The Union President may also cover the New Employee Orientation, if the on-site steward is not available, however the President's absence cannot interfere with the performance of work, and will not be paid travel time to or from the work site where the orientation is being conducted and will not be paid mileage.

Section 23.3 E-MAIL USE: Employees may use the Employer's E-mail, on non-work time, to read and respond to E-mails regarding business of SEIU Local 963. These E-mails are limited to contract questions or clarifications, and to meeting notices for membership, for example, Labor Management, Bargaining, or General Membership meetings. The Employer is not responsible to provide E-mail access to employees that do not have an E-mail account.

Section 23.4 BULLETIN BOARDS: Bulletin board space for Union business shall be provided at all facilities. Union postings shall be limited to such designated spaces.

Section 23.5 UNION VISITS: A representative of the Union may be permitted to talk to bargaining unit employees on the Employer's premises during the employees' non-work time, provided the representative first notifies the Executive Director or his/her designated representative (see Appendix A) of his/her presence and desire to speak with the identified employee(s), and further provided such access will not disrupt services or violate the confidentiality of clients.

## **ARTICLE 24: TRAINING**

### **Section 24.1 TRAINING:**

- a. Should the Employer require an employee to attend a training program, time spent in attending the program shall be considered work time. In addition, the employee shall be reimbursed for any travel and other appropriate expenses incurred in accordance with the Employer's then-current policy on allowable expenses.
- b. The Employer may allow an employee time off with pay for any course of study taken by the employee which is directly related to the employee's current position, which can reasonably be expected to result in improved job performance or advancement, and for which the employee receives prior approval from the Employer. The Employer will provide reimbursement for the cost of tuition, associated books and fees, for any course of study taken by the employee which is directly related to the employee's current position, which can reasonably be expected to result in improved job performance or advancement. Employees will not be required to use their own PTO for these courses of study. The Employer shall provide reimbursement for any training, application or recertification fee required to maintain or obtain CADC and/or other certificates related to the employee's position.

Each Employee will receive an annual performance review. The Supervisor and Employee will create a work/learning development plan to be reviewed and updated periodically.

- c. The reimbursement of expenses in subparagraph (b) of this Section is conditioned upon successful completion of the course of study. Upon completion of a full-time employee's trial service period, s/he shall be credited with five hundred dollars (\$500) at the commencement of each fiscal year (July 1 to June 30 annually) for the reimbursement of such expenses. Any accrued but unused balance may be carried over to a maximum of one thousand dollars (\$1,000.) An employee may not receive pay in lieu of such benefits under any circumstances, and there shall be no entitlement to accrued, but unused reimbursed credits upon termination of employment.
- d. Employees will be sufficiently trained and the Employer shall take reasonable steps to provide all necessary trainings. Should an employee believe additional training is necessary for successful performance in their current position, they should bring that belief to the attention of their supervisor for possible incorporation into their development plan.

**Section 24.2 SUPERVISION REQUESTS:** An employee has a right to request and be granted supervision from their direct supervisor at reasonable time intervals. Employees with concerns about the adequacy of their supervisor's response should bring them to Human Resources.

## **ARTICLE 25: HEALTH AND SAFETY**

**Section 25.1** The Employer will take all reasonable precautions to safeguard the health and safety of employees covered by this Agreement during their hours of work and to

maintain recognized standards of safety and sanitation. The Employer will adhere to the guidelines set out in the FMLA, OFLA, ADA Workers' Compensation regulations, and the Oregon Safe Employment Act (O.R.S. 654-001 to O.R.S. 654-295 and 654.991 regarding the health, safety and sanitation of the employees. If an employee has any concerns about either their health and safety or the health and safety of others they are required to promptly report those concerns to Human Resources. Human Resources will promptly investigate the reported concern and respond to the employee.

Section 25.2 The Employer will use reasonable best efforts, including but not limited to a manager or Lead Counselor covering shift or contacting On-Call workers, to avoid employees being required to work more than 16 hours in a 24-hour period.

Section 25.3 Subject to the physical structure of the facilities and the operating needs of CODA, the Employer will provide a place away from work areas, where employees may take their meal periods and breaks.

Section 25.4 Employees may request and shall receive an ergonomic assessment upon written request to Human Resources.

**ARTICLE 26: TERM AND TERMINATION**

Section 26.1 This Agreement shall be effective as of the date of ratification and shall remain in full force and effect through June 30, 2024. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing not later than ninety (90) days prior to the expiration or subsequent anniversary date that it wishes to terminate this Agreement or modify if for any reason.

CODA

SEIU LOCAL 503, OPEU

By: \_\_\_\_\_  
Alison Noice, Executive Director

By: \_\_\_\_\_  
Melissa Unger, Executive Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Aaron Giesa, Bargaining Organizer

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Larry Mullins

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Rachael Chesbrough

Date: \_\_\_\_\_

**APPENDIX A**

SUBJECT: Executive Director's Designation of Representatives

DATE: July 1, 2017

Pursuant to Section 23.5 of the Collective Bargaining Agreement between CODA and SEIU Local 503, OPEU, Union representative requests to enter CODA premises to meet with bargaining unit employees should be addressed to and approved by the senior manager at the site to be visited. Titles of the senior site managers are listed below in descending order. If none of the senior managers are available, the request should be addressed to the Grievance Procedure Step 2 Management Representative.

<p><b>Portland Recovery Center</b>  <b>1027 E Burnside, Portland, OR 97214</b>            Program Supervisor <b>503 239 8400</b>            Program Manager <b>503 239 8400</b></p> <p><b>Gresham Recovery Outpatient</b>  <b>18088 SE Market St., Portland, OR 97233</b>            Program Director <b>503 239 8400</b>            Program Supervisor <b>503 760 1003</b></p> <p><b>Tigard Recovery Outpatient</b>  <b>11970 SW Greenburg Rd., Tigard OR 97233</b>            Program Director <b>503 239 8400</b>            Program Supervisor <b>503 624 8304</b></p> <p><b>8041 Recovery House</b>  <b>8041 E. Burnside, Portland OR 97215</b>            Program Administrator <b>503 239 8400</b>            Program Director <b>503 252 3304</b></p> <p><b>Gresham Recovery – Residential Services</b>  <b>1427 SE 182<sup>nd</sup> Ave., Portland OR 97233</b>            Program Supervisor Men’s <b>503 761 6006</b>            Program Supervisor Women’s <b>503 761 6005</b>            Program Director <b>503 239 8400</b></p> <p><b>Tigard Recovery Center – Detox &amp; Residential</b>  <b>10362 SW McDonald St., Tigard OR 97224</b>            Program Director <b>503 239 8400</b>            Program Supervisor <b>503 624 0312</b></p>	<p><b>Stepping Stones</b>  <b>20887 SW Martini Ct, Aloha, OR 97007</b>            Program Director <b>503 239 8400</b>            Program Supervisor <b>503 239 8400</b></p> <p><b>Hillsboro Recovery Center – O/P &amp; Drug Court</b>  <b>720 SE Washington St., Hillsboro OR 97123</b>            Program Director <b>503 239 8400</b>            Program Supervisor <b>503 648 0753</b></p> <p><b>Rolfson House – S (Residential)</b>  <b>15602 SE Division</b>  <b>Portland, OR 97236</b>            Program Administrator <b>503-762-2530</b>            Program Director <b>503 239 8400</b></p> <p><b>Rolfson House – N (Residential)</b>  <b>15606 SE Division, Portland, OR 97236</b>            Program Administrator <b>503 760 7314</b>            Program Director <b>503 239 8400</b></p> <p><b>Clackamas Recovery Outpatient</b>  <b>10622 SE 82<sup>nd</sup> Ave Suite K, Clackamas, OR 97086</b>            Program Supervisor <b>503 654 7444</b>            Program Director <b>503 239 8400</b></p> <p><b>Hillsboro Recovery Center – Drug Court</b>  <b>152 SE 5<sup>th</sup> Ave., Hillsboro OR 97123</b>            Program Supervisor <b>503 648 0753</b>            Program Director <b>503 239 8400</b></p>
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## **APPENDIX B – ARBITRATOR PANEL**

1. Howell Lankford
2. Sylvia Skratek
3. Katrina Boedecker
4. William Greer
5. Katie Whalen
6. Richard Ahearn
7. Ross Runkel

**LETTER OF AGREEMENT**

During the negotiation for the 2017-2021 Collective Bargaining Agreement, CODA and SEIU Local 503 agreed that pursuant to Article 1, Section 1.2, the following positions are to be included in the bargaining unit:

- Site Support Specialist
- Facilities Maintenance Technician
- Mentor
- Counselor Withdrawal Management

CODA and SEIU Local 503 also agreed that the following positions are to remain excluded from the bargaining unit:

- |                                  |                             |
|----------------------------------|-----------------------------|
| Accounting Coordinator           | Clinical Intake Specialist  |
| Accounting Specialist            | Patient Services Supervisor |
| Accounts Rec. Coordinator        | PSS Case Manager            |
| Accounting Specialist III        | Maintenance TM Lead         |
| Customer Service Team Supervisor | Data Analyst I              |
| Senior Staff Accountant          | Help Desk Technician        |
| Staff Accountant                 | Software Developer          |
| Site Office Coordinator          | Software Trainer            |
| Case Manager                     | Systems Administrator       |
| Research Assistant               | Research Associate          |
| Admission Specialist             |                             |

For CODA

For SEIU LOCAL 503/OPEU

By: \_\_\_\_\_  
Alison Noice, Executive Director  
CODA, Inc.

By: \_\_\_\_\_  
Melissa Unger, Executive Director  
SEIU Local 503/OPEU

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**LETTER OF AGREEMENT**

**Medical and Dental**

This agreement is between Comprehensive Options for Drug Abusers, Inc. (“CODA”) and SEIU Local 503, OPEU (“SEIU”).

CODA and SEIU agree to the following:

1. If during the life of this Agreement the initial bid for the Employer sponsored group medical and dental plan would increase premiums by more than 10% and the Benefits Advisory Committee is unable to reach final consensus as set forth in Article 11, Section 11(3), the Union may reopen Article 11 for renegotiations. In the event the parties cannot reach agreement and provided the Employer receives the legally required ten (10) day written strike notice, any strike, informational picketing or stoppage of work shall not be deemed a violation of Article 4, Strikes and Lockouts.
2. This Side Letter shall be governed by the provisions of the 2017-2021 Collective Bargaining Agreement between the Employer and the Union, is subject to the Grievance Procedure set forth in that Agreement, and terminates with that Agreement.

For CODA

For SEIU LOCAL 503/OPEU

By:

By:

\_\_\_\_\_  
Alison Noice, Executive Director  
CODA, Inc.

\_\_\_\_\_  
Melissa Unger, Executive Director  
SEIU Local 503/OPEU

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**LETTER OF AGREEMENT**

**This agreement is between Comprehensive Options for Drug Abusers, Inc. (“CODA”) and SEIU Local 503, OPEU (“SEIU”).**

CODA and SEIU agree to the following:

The Employer will cease its bonus program for CADC I and CADC II bonuses as of October 1, 2017.

Employees hired prior to June 1, 2017 and receiving the CADC I or CADC II bonus will instead have the hourly equivalent of the bonus added to their monthly base wages as defined by the October 1, 2017 salary schedule.

Employees hired between June 1, 2017 and September 1, 2017 who are receiving the CADC I or CADC II bonus will instead have the hourly equivalent of the bonus added to their monthly base wages as of June 1, 2017. The wage rates for these employees will not increase until the wage rate for their position and step set forth in Article 10, Section 10.1 exceed their current wage rate.

This side letter shall only apply to those employees who would otherwise experience a reduction in gross wages for the October 1, 2017 salary schedule.

CADC-I bonus is currently calculated as \$.87 per hour (\$150.00 per month) at full time) and CADC-II bonus is currently as \$1.44 per hour (\$250.00 per month at full time).

This Agreement shall be governed by the provisions of the 2017-2021 collective bargaining agreement between the Employer and the Union, including but not limited to the Grievance Procedure set forth in this Agreement.

For CODA

For SEIU LOCAL 503/OPEU

By:

By: \_\_\_\_\_

\_\_\_\_\_  
Tim Hartnett, Executive Director  
CODA, Inc.

Melissa Unger, Executive Director  
SEIU Local 503/OPEU

Date: \_\_\_\_\_

Date: \_\_\_\_\_

