



**COLLECTIVE BARGAINING  
AGREEMENT 2022-2025**

**BETWEEN**

**Service Employees International Union SEIU  
Local 503, OPEU**

**AND**

**Alvord-Taylor, Inc  
Eugene, Oregon**

**Contract expires September 30, 2025**



## TABLE OF CONTENTS

ARTICLE 1 - RECOGNITION .....	3
ARTICLE 2 - DEFINITIONS.....	3
ARTICLE 3 - NON-DISCRIMINATION AND HARASSMENT.....	4
ARTICLE 4 - MANAGEMENT RIGHTS .....	5
ARTICLE 5 - UNION MEMBERSHIP .....	6
ARTICLE 6 - UNION RIGHTS .....	7
ARTICLE 7 - UNION BULLETIN BOARD, LABOR/MANAGEMENT .....	9
ARTICLE 8 - STRIKES AND LOCKOUTS .....	10
ARTICLE 9 - CORRECTIVE ACTION, <b>SUSPENSION, DISMISSAL OR TERMINATION OF EMPLOYMENT</b> .....	11
ARTICLE 10 -GRIEVANCE .....	13
ARTICLE 11 - TRIAL SERVICE.....	16
ARTICLE 12 - SAFETY AND HEALTH .....	17
ARTICLE 13 - SUPERVISION .....	18
ARTICLE 14 - SENIORITY, LAYOFF, RECALL, AND RETURNING EMPLOYEES .....	19
ARTICLE 15 - JOB/SHIFT VACANCY, PROMOTION, TRANSFER .....	20
ARTICLE 16 - TRAINING.....	22
ARTICLE 17 - CONDITIONS OF EMPLOYMENT .....	23
ARTICLE 18 - OVERTIME, SCHEDULING AND SHIFT COVERAGE .....	24
ARTICLE 19 - WAGES .....	28
ARTICLE 20 - PAID TIME OFF .....	32
ARTICLE 21 - HOLIDAYS .....	35
ARTICLE 22 - OTHER LEAVE .....	36
ARTICLE 23 - HEALTH CARE PLAN .....	37

**ARTICLE 24 - OTHER BENEFITS ..... 38**

**ARTICLE 25 - GENERAL PROVISIONS ..... 39**

**ARTICLE 26 - SAVINGS CLAUSE ..... 39**

**ARTICLE 27 - RELIEF POOL EMPLOYEES ..... 39**

**ARTICLE 28 - DURATION AND TERMINATION ..... 40**

**APPENDIX A: WAGE SCHEDULE ..... 41**

**APPENDIX B: PERMISSIBLE USES OF PROTECTED PTO IN ACCORDANCE WITH THE  
OREGON SICK LEAVE LAW ..... 42-44**

## **COLLECTIVE BARGAINING AGREEMENT**

This Agreement is made and entered into by Alvord-Taylor, Inc (Employer or Agency) and Service Employees International Union (SEIU) Local 503, OPEU (Union).

The parties agree as follows:

### **ARTICLE 1 - RECOGNITION**

The parties recognize:

- a. The Employer is a nonprofit corporation governed by a volunteer Board of Directors;
- b. The Employer is dependent upon the quality and dedication of its employees to achieve its mission; and
- c. The Union is the exclusive collective bargaining representative, with respect to wages, hours, benefits, and related terms and conditions of employment, for the bargaining unit of employees employed by the Employer, but excluding confidential employees, guards and supervisors as defined by the National Labor Relations Act (as certified in the NLRB Case No. 36-RC-5877).
- d. Exclusion from Bargaining Unit. The Employer will not establish jobs for the sole purpose of excluding employees from the bargaining unit. The Employer will give the Union ten (10) days advance notice of intent to exclude a bargaining unit position.

### **ARTICLE 2 - DEFINITIONS**

**Section 1.** As used in this Agreement, the following definitions apply:

1. Day(s) means calendar day, unless specified otherwise.
2. Business day(s) means weekday(s), Monday through Friday (excluding holidays).
3. Week is any period of seven (7) consecutive 24-hour periods, including Saturday and Sunday.
4. Work week begins Monday at 12:00 am and ends Sunday at 11:59 pm.
5. Pay Period is a two-week period beginning at 12:00 a.m. on Monday and ending thirteen (13) calendar days later, on Sunday at 11:59 p.m.
6. Year means calendar year (January 1- December 31) unless otherwise specified in this Agreement.

7. Fiscal year means July1 – June 30 unless otherwise specified in this agreement.
8. A Trial Service employee is a newly hired employee in their first 90 days of employment who needs to successfully complete State and Agency mandatory training, and other criteria as outlined in Article 11 Trial Service Section 1.
9. The Term “Regular employee” is an employee who has successfully completed the 90 day trial period as defined in Article 11 Trial Service Section 1.
10. Full-time employee is an employee who is regularly scheduled to work thirty (30) or more hours per week.
11. Part-time employee is an employee who is regularly scheduled to work less than thirty (30) hours per week.
12. 24-Hour Program/SLP Staff are DSPs who have been granted a shift within a 24-Hour or SLP Program.
13. Relief Pool Staff are DSPs who provide support on an as needed basis and are subject to the guidelines in Article 27 - Relief Pool Employees.
14. Shifts are determined as follows:
  - Day shift is any shift that begins between 5:00 a.m. and 11:59 a.m.
  - Swing shift is any shift that begins between 12:00 p.m. and 7:59 p.m.
  - Overnight shift is any shift that begins between 8:00 p.m. and 4:59 a.m.
15. In Program Seniority refers to the length of time current employees have been consecutively working granted shifts within a program.
16. Union Representative means a person designated by the Union to act on its behalf (For example Union Staff, Union Steward, or Union Officer).
17. Operational need means the method for scheduling, staffing and/or any other elements related to managing the agency as determined by management unless otherwise specified in the Agreement and may apply to a program or the Agency in its entirety.

### **ARTICLE 3 - NON-DISCRIMINATION AND HARASSMENT**

**Section 1. No Discrimination.** Neither the Employer nor the Union will unlawfully discriminate against, or in favor of, an employee covered by this Agreement on account of race, color, marital

status, religion, creed, national origin, disability, gender, age, sexual orientation Union activity, and will not discriminate against an employee due to political belief.

**Section 2. Manner of Acting.** The Employer, the Union and Union representatives agree that they will not act in an arbitrary and capricious manner and that all employees will treat each other courteously and with respect while at work.

**Section 3. No Harassment.** The intent of the Employer and the Union is that all employees will work in an environment free of harassment. Harassment will not be permitted, regardless of their working relationship, union activity or supervisory status.

Specifically forbidden is harassment of a sexual, racial, ethnic, religious, or disability-related nature. This includes unwelcome sexual advances; innuendoes; unwelcome touching; dirty jokes; sexually explicit posters; and other verbal, graphic or physical conduct of a sexual nature, which has the purpose, or effect, of creating an offensive work environment. It also includes racial slurs; ethnic jokes; derogatory comments or gestures about a person's physical or mental limitations, and other verbal, graphic, physical, or other conduct of a racial, religious, ethnic, or disability-related nature that creates an offensive work environment.

In addition, no one will suggest or threaten that an employee's cooperation, tolerance, or objections to unwelcome conduct of a sexual, racial, ethnic, religious, or disability related nature will have an effect on that employee's employment.

**Section 4. No Retaliation.** Retaliation by any Alvord-Taylor employee for reporting incidents of discrimination or harassment in good faith will not be tolerated.

**Section 5. Investigation.** The employer will investigate all reported incidences covered in Article 3. Non-Discrimination and Harassment Sections 1, 2, 3 and 4 as outlined in the Investigation Procedure for Reports of Harassment, Discrimination, and Inappropriate Workplace Behavior Policy established 3/13/2023. A copy of this policy will be maintained on the employee dashboard.

## **ARTICLE 4 - MANAGEMENT RIGHTS**

The Union recognizes that the Employer's primary purpose is to provide quality lives for individuals with development disabilities. The Union agrees that the Employer has the right to operate and manage the Corporation, except as specifically modified by the terms of this Agreement, subject to applicable laws. This includes the right to:

- a. establish the mission and objectives and to organize all resources to achieve the stated mission and objectives;
- b. maintain order and efficiency;
- c. direct employees and determine or subcontract job assignments and work schedules;

- d. determine the methods, means and personnel to be used and alter operational methods and procedures;
- e. determine employee requirements; to determine the kind, location, and transfer of facilities;
- f. determine whether the whole or any part of the corporation will continue to operate;
- g. select and hire employees;
- h. promote and transfer employees;
- i. take appropriate corrective action in accordance with Article 9;
- j. lay off employees;
- k. recall employees;
- l. may require overtime work of employees when supported individuals would otherwise be left without adequate support. Management will make every effort to replace the staff working as soon as possible including but not limited to management working the shift; and
- m. promulgate rules, regulations, and policies, provided that such rights will not be exercised so as to violate any provision of this Agreement or the law.

## **ARTICLE 5 - UNION MEMBERSHIP**

**Section 1. Condition of Employment.** Not later than the thirtieth (30) day following the beginning of employment, every employee subject to the terms of this agreement will, as a condition of employment, become and remain a member of the Union, paying the periodic dues uniformly required, or in the alternative will, as a condition of employment pay a fee in the amount equal to the periodic dues. The Employer is responsible for ensuring compliance with this requirement.

The Employer will provide the Union with a reasonable opportunity to discuss and complete the Union membership form with new employees within the first five (5) days of hire, preferably during the New Employee Orientation, [as outlined in Article 6. Section 7.](#)

**Section 2. Dues.** Upon written, electronic or recorded oral request from an employee, monthly Union dues plus any additional voluntary Union deductions will be deducted from the employee's pay and remitted to the Union. All applications or cancellations of membership will 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 Employer receives will be immediately 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. For all membership applications submitted by the Union to the Employer on or before 10:00 AM on the Friday prior to payroll processing, Union dues deductions will be made for the month in which the application is submitted no later than the thirtieth (30) day following the beginning of employment.



- a. The Union will be responsible for notifying the Employer in writing of any changes in the amounts of initiation fees and/or periodic dues at least thirty (30) days prior to the month in which the changes will take effect.
- b. All monies deducted will be forwarded by the Employer to the Union together with a list of names of employees for whom deductions have been made, no later than the fifteen (15) days following the pay period in which the Employer has made the deductions. The statement will include the following information for each bargaining unit employee: name, employee ID number, department, classification, base pay rate, hire date, FTE, hours worked, work phone number, work email, personal email, and work location; race, ethnicity, gender, home phone number and home address; fair share, religious objector, or member status; and amount of dues withheld. The Union will provide to the Employer a current e-mail address to which the list may be sent electronically.
- c. In case an employee becomes delinquent under the provisions of this Article, the Union will notify the Employer of such fact in writing; and the Employer will notify the delinquent employee within ten (10) **business** days of such delinquency. The employee will then be given ten (10) **business** days to present a receipt or certificate issued by the Union showing that the delinquency has been resolved. If the delinquency has not been resolved after ten (10) **business** days, the employee will be subject to discharge.
- d. On a bi-weekly basis, the Employer will furnish electronically to the Union an alphabetical listing, by department of new employees hired or transitioned into positions represented by the Union. The list will be provided **by the Employer** by close of business every other Friday, or if Friday falls on a holiday, by the close of business on the preceding business day. The list will contain each listed employee's name, home address, home phone number, work email address, work phone number, work location, FTE, employee ID number, hire date, department, and classification. Additionally, the list will contain terminations and employees on leave of absence.

**Section 3. Indemnification.** The Union will indemnify the Employer and hold it harmless against any and all suits, claims, demands and liabilities that will out of or by reason of any action taken by the Employer for the purpose of complying with the provisions of this Article, or in reliance upon any authorization form, list or information that has been furnished by an employee or by the Union to the Employer.

**Section 4. Right of Non-Association.** Bargaining unit members who exercise their right of non-association under Section 19 of the National Labor Relations Act or Title VII of the Civil Rights Act of 1964 will pay an amount equivalent to Union dues to a nonreligious/non-labor charity, selected by the employee, which qualifies under Title 26 Section 501(c)(3) of the Internal Revenue code. Such payment will 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 will be

treated in the same manner as failure to maintain good standing in the Union as defined in this Article.

## **ARTICLE 6 - UNION RIGHTS**

**Section 1. Union Stewards.** The Union may be represented by stewards for the purpose of receiving and investigating grievances and representing workers in Corrective Action procedures. The Union agrees to furnish the Employer with a written list of members of the bargaining unit designated as stewards within two (2) weeks of the effective date of this Agreement. The Union will provide the Employer with a written list of changes to that list within thirty (30) days of each change.

**Section 2. Function of Stewards.** The function of the stewards shall be:

- a.) to present to the Employer any grievances arising under the terms and conditions of this Agreement that has been requested by the employee(s);
- b.) to investigate such grievances for proper presentation to the Employer;
- c.) to attend meetings with representatives of the Employer to present grievances; and
- d.) to educate bargaining unit members about the function of the Union and this Agreement.

**Section 3. Conduct of Duties.** The Employer agrees that the steward(s) shall be free to conduct their duties as described in Section 2 of this Article, with the understanding that these duties shall not interfere with normal operations or conduct of business or the employee's regular duties. The Employer shall pay stewards when they perform these duties during their regularly scheduled working hours, for a total of up to eighteen (18) hours in two (2) consecutive pay periods for all stewards combined. Stewards will transfer to the appropriate code if they anticipate doing steward work for more than five (5) minutes. This time shall be monitored with the current HR system. Stewards may be paid for more hours with permission of the Employer's Executive Director, if required. The permission shall not be unreasonably denied. Stewards shall not be entitled to overtime during performance of duties under this Article. Neither the steward nor the employee shall use the Employer's supplies or equipment for performance of these duties or for travel in performance of these duties.

**Section 4. Union Leave Time.** Employees acting as Union stewards or officers of the Local or bargaining unit each shall be granted up to ten (10) consecutive business days without pay up to a total of thirty (30) days per year, per officer, for the purpose of attending Union functions, for all officers in accordance with the Employer's leave policy. Requests for such leave shall be made in writing in accordance with Article 22.

Employer will grant a leave of absence to an employee for performing other Union business for up to a year. No compensation or benefits will be paid for any period of Union leave, nor will seniority continue to accrue. Union leave may be extended for up to an additional year by mutual agreement between the Union and the Employer. Only one employee may take Union leave at a time.

**Section 5. Access.** A Union representative shall have reasonable access to the Employer's Administrative Office for the purpose of administering this Agreement.

A Union representative shall have reasonable access to the Employer's Administrative Office and Programs for the purpose of meeting with represented employees for at least fifteen (15) minutes before, during or after the regularly scheduled staff meetings. The purpose of the meetings shall be to educate the bargaining unit members on issues regarding the Union and the collective bargaining agreement. All employees' time shall be paid. The Union shall give at least forty-eight (48) hours' notice of its intent to meet to the Program Manager.

Reasonable access by a Union Representative to Programs other than during staff meetings shall be arranged with notification and approval from the Program Manager.

In the event that an explosive situation involving individual(s) served is occurring, as determined by the Program Manager or the On-Call Manager, the access shall be rescheduled. The Union agrees that such access will conform to professional workplace standards, shall not contain profane, obscene, or defamatory subject matter and be held in such a way to respect the residential environment of the individuals served. Union representatives will honor supported individuals' requests to leave their home.

**Section 6. Email Communication.** The Employer agrees to create and maintain an email distribution list that includes email addresses for all employees in the bargaining unit for the purpose of distributing announcements and information to the bargaining unit. **This email group will be maintained by the Union Leadership Team.**

**Section 7. New Employee Orientation.** The Employer shall provide orientation for all new employees. The Employer shall allow a duly certified Union representative at least **sixty (60)** minutes during orientation in the administrative office to speak to new employees. **This discussion will include an introduction to the CBA, the Union's exclusive representation status, its benefits, and services available to Union members, and to complete the Union membership form as outlined in Article 5 Section 1.** This time shall not be used for discussion of labor/management disputes. The Union representative will not use the Employer's supplies or equipment in making the presentation and will not use the Employer's vehicle for travelling to and from the presentation. If the Union Representative is an employee, they shall be in pay status for the time spent traveling to and from their Program as well as time spent giving the presentation.

## **ARTICLE 7 - UNION BULLETIN BOARD, LABOR/MANAGEMENT COMMITTEE**

**Section 1. Union Bulletin Boards.** The Union shall provide and install one (1) bulletin board at each worksite, which shall be used exclusively for the purpose of posting Union notices. Notices shall be posted by the Union Representative or designated Bargaining Unit employees. The Union agrees not to post materials that are profane, obscene, or defamatory. The bulletin boards shall be located in the office at each site, or in the laundry room, if the site does not have an office. The

wall on which the bulletin board shall be placed shall be by mutual agreement between the Union and the Employer. A bulletin board shall be located in the break room/kitchen in the Administrative Office. The bulletin boards shall be no larger than two (2) feet by three (3) feet.

**Section 2. Labor/Management Committee.** The Labor/Management Committee (“LMC”) shall meet at least quarterly or as needed, if requested by either party. The Labor/Management Committee shall consist of no more than three (3) employees from the bargaining unit designated by the Union, the Executive Director and two (2) members of the Employer chosen by the Executive Director. If the meeting occurs during working hours of employees, the Employer will pay such employees. The Labor/Management Committee shall meet for a reasonable time, but the meeting shall not exceed two (2) hours unless all parties agree to a longer meeting time. If one or both party(s) have absent members, the party with missing member(s) may choose on its own behalf to substitute another member, meet with fewer members, or to postpone the meeting.

By mutual agreement before the meeting, either party may invite guests (visitors) to the meeting. Unless agreed to otherwise by both parties, the invited guests are only observers and do not participate in the meeting.

The intent of the LMC is to increase communications by providing a forum for discussion and problem solving of issues such as staff health and safety, operational methods and procedures, staff morale and other policies of the Employer. The LMC shall not become involved in grievances nor shall meetings of the LMC be construed as negotiations.

The Union and the Employer agree to take minutes, and these shall be recorded by both parties. These minutes shall be pooled, edited, and approved by both parties prior to the end of the meeting. The minutes will note items resolved and open items. The minutes will be sent electronically to all employees in the bargaining unit by the Employer.

## **ARTICLE 8 - STRIKES AND LOCKOUTS**

**Section 1. Strikes.** A strike is the concerted refusal of employees to work in order to bring pressure on a company to meet their demands. During the term of this Agreement, the Union shall not cause, participate in, or counsel the members of the bargaining unit to strike, walk out, slow down, or commit other acts of work stoppage. Upon notification and request, confirmed in writing by the Employer to the Union that certain bargaining unit employees covered by this Agreement are engaging in activity in violation of this Article, the Union shall advise such employees to return to work immediately. Such notification by the Union shall not constitute an admission that it has caused or counseled such activity.

**Section 2. Corrective Action.** An employee who ceases work to engage in a strike, work stoppage slow down or interruption of work involving the Employer during this term of this Agreement, may have their employment terminated or otherwise be subject to corrective action by the

Employer according to the just cause provisions of Article 9, Corrective Action, **Suspension, Dismal** or Termination of Employment, of this Agreement.

**Section 3. Lockouts.** Lockout is the closing down of part or all of a company by the Employer in order to bring pressure upon employees to accept the Employer's proposal or demands. During the term of this Agreement the Employer agrees not to lockout Union members.

**Section 4. Crossing Picket Lines.** No member of the bargaining unit shall be disciplined for refusing to cross the picket line of members of another bargaining unit.

## **ARTICLE 9 - CORRECTIVE ACTION, **SUSPENSION, DISMISSAL OR** TERMINATION OF EMPLOYMENT**

**Section 1. Just Cause.** **Members** covered by this Agreement will only be subject to corrective action for just cause within fifteen (15) business days of the occurrence or when the Employer first had knowledge of the offense. Lack of availability of the **Member** or Union representative shall not count against the time period specified in this Article as long as the Employer has made a good faith effort to schedule the meeting within the fifteen (15) business day timeline. The Employer will impose corrective action in a respectful and professional manner. The Employer will notify **Members** of investigatory or corrective action meetings with discretion.

In all cases, the **Member** being subject to corrective action may choose to have a Union representative/steward present and may use the grievance procedure to remove improper corrective actions from their personnel record. The Employer will inform the **Member** of the right to have a Union steward present during the corrective action process prior to scheduling any investigatory or corrective action meetings or whenever a meeting could result in corrective action. Upon **the Member's** written request, the Employer will forward a copy of all **current** written corrective actions **and any supporting documents** to the Union representative within **three (3)** business days.

**Section 2. Investigation.** Unless the **Member** is unavailable for an extended period of time, the Employer will conduct an appropriate investigatory interview of the **Member** before imposing corrective action. The Employer will be responsible for initiating all meetings which could result in discipline by suggesting two (2) possible meeting times. At minimum, the Employer will contact the **Member** by Alvord-Taylor email address or by phone number of record, if the **Member** is off work, to initiate contact regarding the investigation. Within three (3) business days, the bargaining unit member or the steward representing the **Member** will communicate with the Employer, **as to** which time is agreeable or provide an alternate meeting time(s). If the **Member** requests a steward, the parties will schedule a meeting during a time when all parties, including the steward, are available. If the bargaining unit Member or steward fails to make contact to schedule a meeting within three (3) business days, the Employer will schedule the meeting.

**Members** attending a mandatory investigatory or corrective action meeting when not regularly scheduled to work will be paid for the duration of the meeting.

In cases of an investigation by an outside agency of reported abuse, neglect, or misconduct, the Employer may suspend a member's access to work to the extent that the Employer deems necessary. During the investigatory period, if the Employer chooses to allow a member to continue to work, acceptable alternative work at another location will be made available with a comparable hours.

When the Employer receives the results of the investigation from the outside agency, the Employer will discuss the results of the investigation with the Member. If the investigation finds no misconduct of the Member, the Member may return to previously held shift or have the option to drop into the relief pool.

If the results of the Outside Agency investigation find misconduct of a member, the Employer may choose to proceed with progressive corrective action as long as the principle of "just cause" in Section 1., is followed within 15 days, and the Member is allowed to exercise their right to Union representation. The Member will have the opportunity to exercise their right to Union representation. The Member will have the opportunity to submit at that meeting any additional information the Member wants the Employer to consider, or submit in writing, no later than within two (2) business days. A conclusion meeting will be held within four (4) business days of the Employer receiving the additional information from the Member.

If the Employer suspends any Member without pay pending the outcome of an outside agency's investigation the Member's medical and dental insurance benefits will continue while on suspension as though the Member were working. Voluntary/supplemental insurance will continue to be the Member's responsibility to pay.

If the outcome of the investigation is "screened out," "unfounded," "unsubstantiated" or "inconclusive" and the Member accepts alternative work that is offered, then the Member will be made whole by the Employer. The suspended Member will be allowed to use accrued PTO until the Member receives written notification of the Employer's decision. In these situations, the grievance timeline will begin when the outcome is determined.

**Section 3. Progressive Corrective Action.** The Employer recognizes the principle of progressive corrective action (PCA) and agrees to follow such principles in the normal customary manner depending on the seriousness of the offense. The Employer, in consultation with the Human Resources department, will be responsible for initiating all meetings regarding corrective action and suggesting two (2) possible meeting times. Such communication will be made, at minimum, to the Member's Alvord-Taylor email address or phone number of record, if the Member is off work. A communication record is considered coaching and not a corrective action. Management steps will include: 1) verbal counseling, 2) written counseling, 3) Performance Improvement Plan, and 4) dismissal or termination of employment. Re-training may be conducted following step 2).

Each individual action (such as attendance and performance discrepancies) will individually be subject to the steps of 1) verbal counseling, 2) written counseling, 3) Performance Improvement Plan, and 4) dismissal or termination of employment. Corrective actions older than 12 months will not be included in Performance Management steps 1-4. Training courses older than 12 months will not be included in the discovery for Performance Management steps 1-4.

If any Member chooses to complete a Performance Improvement Plan, they shall be granted at least two (2) hours of paid time. The Performance Improvement Plan shall be completed within four (4) business days.

The parties recognize that certain conduct is inexcusable and may result in omitting one (1) or more steps of the corrective action process up to and including immediate dismissal or termination of employment without prior progressive corrective action, provided that the Employer attaches an explanation for such action to the corrective action document. Such actions include, but are not limited to, unauthorized use of company or supported individuals' property, gross misconduct connected with professional activities, conviction of a felony, insobriety on shift, gross insubordination, shift abandonment and failure to follow health and safety guidelines or protocols. The Employer will conduct an investigation on performance issues prior to scheduling/holding a corrective action meeting.

**Section 4. Records.** Corrective actions Steps 1) through 3) will be in effect for twelve (12) months. The record of the infraction will remain in the Member's personnel file while the corrective action remains in effect. When the corrective action is no longer in effect, the Employer will not consider records pertaining to the corrective action. At the Member's request, such records will be physically removed from the Member's personnel file.

## **ARTICLE 10 - GRIEVANCE**

The Union and the Employer recognize the need for a timely and fair process to resolve issues that may arise from disciplinary actions or from other issues related to workplace safety, wages, and conditions of work. "Grievance" is a dispute concerning the application, or interpretation of a specific term of this Agreement or regarding an alleged violation of this Agreement. The parties agree to make a good faith effort to resolve all grievances at the lowest level possible.

A bargaining unit Member or group of Members shall be represented at any stage of this procedure by a Union representative.

No reprisals of any kind will be taken by the Employer or any member of the administration, or by any Union member or representative, against any participant in any grievance procedure by reason of such participation.



An aggrieved Member may first attempt to resolve the matter informally with the employee's immediate supervisor and/or the Human Resources representative. The timelines described in Section 1 Step 1. of this Article shall be suspended for up to three (3) business days while the parties attempt to reach a resolution informally. The Member(s) has the right to have a Union steward present during these discussions. If the issue is not settled within three (3) business days, or the Member has been unable to schedule a meeting due to Employer unavailability, the Member(s) may move to step 1 of the Grievance Procedure. The Member may also go directly to a Union Steward for assistance with the Optional Pre-Grievance Procedure.

**Optional Pre-Grievance:** Stewards may attempt to resolve the workplace concerns directly with the Executive Director and/or Human Resources Director. If the Steward utilizes an optional pre-grievance meeting, they shall have five (5) business days to discuss and resolve the issue prior to commencing Step 2. of Section 1. Grievance Procedure. If the Employer is unavailable to participate in the Optional Pre-Grievance process, or the problem is not resolved within the five (5) day time-frame, the Steward may then progress to Section 1. Grievance Procedure Step 2.

**Section 1. Grievance Procedure.** A Member may raise a grievance regarding a corrective action or an issue regarding conditions of work, including wages, hours worked, and workplace safety. The party raising the grievance may withdraw it at any time during the process. The process is as follows:

**Step 1.** Within thirty (30) business days from when the Member had knowledge of or should have had knowledge of the alleged violation, misinterpretation, or misapplication of a provision of this Collective Bargaining Agreement, the Union will present a grievance in writing to the Human Resource Director, or it will be deemed waived. Upon receipt of the grievance, the Human Resource Director will respond in writing within ten (10) business days.

If the grievance affects a group of Members with one or more direct supervisor or incident, the Members may choose to forego Step 1 and proceed directly to Step 2 within the prescribed timelines.

**Step 2.** In the event there is no agreement from the response in Step 1, the Union may submit the grievance in writing to the Executive Director and/or Human Resource Director or representative within ten (10) business days. Upon receipt, the Executive Director or designee has ten (10) business days to meet/discuss with the Member(s) and the Union representative(s) to reach an agreement acceptable to all. The Employer will provide a written response within five business days of the meeting.

**Step 3. Last Chance Panel or Mediation (Optional).** If the grievance is not settled at Step 2, the Union may, but is not required to, either submit the matter to a last chance panel or request mediation.



- a. The Union may notify the Executive Director in writing of its intention to submit the grievance to a last chance panel within five (5) business days of the written response. The parties will appoint two (2) members each to a four (4) person last chance panel. The panel will meet within ten (10) business days of the Union's request. A unanimous vote of the panel will settle the grievance. The panel will issue its decision in writing within ten (10) business days of its decision.
- b. Alternatively, either party may request the opportunity to attempt to resolve the matter through mediation. Such a request must be made in writing within five (5) business days of the delivery of the final decision at Step 2. The other party will have five (5) business days to respond in writing to such a request. While the parties are engaged in mediation, they may mutually agree to suspend the timelines for the remainder of the grievance process. The mediator will be selected by the parties by alternatively striking names from a list of seven (7) Lane County mediators provided by the Federal Mediation and Conciliation Service (FMCS). Mediation expenses will be shared equally by both parties.

**Step 4. Arbitration.** If agreement is not reached at Step 3, the Union may submit the grievance in writing with a request for arbitration to the Employer within thirty (30) business days of completion of Step 2., unless the timeline was suspended during Step 3. The arbitrator will be selected by mutual agreement of the parties from a list of arbitrators supplied by the Federal Mediation and Conciliation Service (FMCS).

The parties will alternately strike one name from the list until only one name from the list remains. The order of striking will be determined by a toss of a coin (the winner of the coin toss will choose whether to strike first). The remaining individual will be the arbitrator.

The decision of the arbitrator will be final and binding on the parties, and the arbitrator will be requested to issue a decision within thirty (30) business days after the conclusion of testimony or arguments.

**Section 2. Expenses.** The expenses and fees involving the services of the arbitrator or mediator will be borne equally by both the Employer and the Union. Each party will be responsible for the costs of presenting its case to the arbitrator or mediator. If either party requests a transcript, the requesting party will provide a copy at no cost to the other party(s).

**Section 3. Waiver.** If a grieving party fails to file or answer a grievance within the time limits set in this Agreement, the grievance will be waived. If the responding party fails to answer the grievance within the time limits set in this Agreement, the grievance will advance automatically to the next step. Failure by the grieving party to file at Step 3 within the five (5) business days, or to file an arbitration request within the thirty (30) business days specified in Step 4 will constitute forfeiture of the claim and the case will be considered closed by all parties. The time limits specified in this Agreement may be extended or modified only by written mutual consent of the Union and the Employer.

**Section 4. Suspension or Discharge.** Grievances relating to suspension or discharge will be submitted at Step 2 within thirty (30) business days of the event.

**Section 5. Representation.** Bargaining unit members will have the right to be represented by a Union steward or Union representative appointed by the Union at any step of the Grievance Procedure. Only the Union may submit a grievance to arbitration on behalf of a bargaining unit member. The **Executive Director or Human Resource Director/representative** involved with the appeal/grievance may also have another member of the Employer's management team present at all meetings.

## **ARTICLE 11 - TRIAL SERVICE**

**Section 1. Trial Service Period.** An employee will become a trial service employee upon hire and enter the Relief Pool. Trial Service Employees will schedule up to three (3) site visits prior to being granted a regular scheduled shift. The trial service periods will be no longer than ninety (90) days. The Employer will notify the Union within two (2) business days in the event a trial service period is extended and includes the reason for the extension. The extension shall not exceed an additional forty-five (45) calendar days.

A trial service employee may be terminated at any time for failure to pass a full criminal history check or failure to fulfill all job-related mandatory training requirements and attendance expectations. A Trial Service Employee who does not pass a criminal history background check but wishes to appeal the decision shall be suspended without pay pending the results of the appeal. There is no responsibility for re-employment for any employee discharged during their ninety (90) day trial service period. If the new hire is reinstated, the Trial Service Employee will be placed in the Relief Pool or may bid on any open shift subject to the shift granting outlined in Article 15, and the remainder of the ninety (90) day trial period continues from the last day worked and Agency Seniority will accrue from the original hire date upon successful completion of the trial service period.

Regular Employees who have delays in their renewal of their criminal history background checks will continue to work their regular scheduled or relief shifts but will not work alone as per the OAR. Failure to pass a full criminal history check at any time will result in immediate dismissal/termination.

**Section 2. Training and Evaluation.** Required trainings include but may not be limited to: New Hire Orientation, CPR, First Aid, OIS, OSHA Trainings, Blood Borne Pathogens, Mandatory Abuse Reporting, Site and Individual Specific Training, Emergency Evacuation Training, Agency Software Programs and PBSP/ISP Core Competencies as required by the OARs.

Required training, Core Competencies and a Criminal History background check must be completed within the first ninety (90) days of employment and/or before working unassisted.

Within seventy-two (72) hours of being hired and no later than 9:00 AM on the first day of New Employee Orientation, Human Resources, the Training Department, and the Program Manager will coordinate and provide the new Trial Service Employee and the Union with an in-office training schedule. Within seventy-two (72) hours of completing up to three (3) site visits, Trial Service Employees and the Union will be provided with a 24-hour Program or SLP site training schedule of a granted shift of a Relief Pool Shift. The Program will also receive a copy of this training schedule to post in the Staff office. The Program/SLP Staff providing the Shado Training will be apprised by the party making any schedule change as soon as a change occurs via email and the schedule posted in the Staff office will be updated.

The Employer will give the new employee an evaluation no later than five (5) business days prior to the end of the ninety (90) day trial service period. Employees must successfully complete Core Competency and site-specific training as part of the evaluation and in order to become a regular employee. The Trial Service Employee will receive written confirmation of successfully completing the Trial Service period and achieving Core Competency Status. The Union Leadership will also be included in this confirmation process.

**Section 3. Representation.** Upon hire, the Union will represent trial service employees for the purpose of collective bargaining with respect to wages and other conditions of employment. A trial service employee who is subject to corrective action or discharged for any reason may be represented by the Union but will not have recourse to the Grievance Procedure under Article 10, Grievance, of this Agreement.

## **ARTICLE 12 - SAFETY AND HEALTH**

**Section 1. Safe Environment.** The Employer and the Union are committed to maintaining a safe environment for employees and individuals served. The Employer will take 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.

All employees who are required to work directly with supported individuals who have a documented history of violent and/or criminal/sexual offending behaviors will be informed of such history prior to working directly with the supported individual(s).

When an employee reports to their supervisor an incident of verbal/physical abuse or sexual harassment by a supported individual, the supervisor will take reasonable action (including immediate action if necessary) to aid and ensure the safety of the employee.

**Section 2. Infectious Disease Information.** When not in violation of any law regarding confidentiality of the individuals served, the Employer will advise its employees, on a need-to-know basis, of circumstances that are reasonably likely to involve exposure to infectious disease,

in advance, and will supply employees with training and supplies needed for care of individuals with infectious diseases who are being served.

**Section 3. Safety Committee.** The Employer will maintain a Safety Committee, according to Occupational Safety and Health Administration (OSHA) and all applicable state requirements.

**Section 4. Transfer for Pregnancy.** The Employer will offer temporary transfers to pregnant employees, upon written request, to jobs and worksites that pose less physical harm from supported individuals with documented histories of causing physical harm to employees if an equivalent position is available.

**Section 5. Health and Safety Transfers.** Employees who request in writing a transfer because they have been injured, threatened, or reasonably believe themselves to be threatened by a co-staff, supervisor or an individual/family member served, will be immediately transferred to the relief pool. For a period of ninety (90) days, the employee will receive priority for site visits and core competency training and will have the right of first refusal for any open shifts for which the employee has completed or is in the process of receiving core competency training. Additionally, the employee will retain the ability to bid on shifts in accordance with Article 15. The transferred employee will retain benefits for at least thirty (30) calendar days, after which eligibility for benefits shall be determined by the number of hours worked in accordance with Article 23. The transferred employee shall retain all accrued PTO.

**Section 6. Indemnification.** The Employer will indemnify employees from claims, suits, or actions resulting from or arising out of the activities of their normal job-related duties, except for cases of knowing or willful misconduct by the employee.

**Section 7. Inclement Weather or Hazardous Conditions.** When the Oregon Department of Transportation (ODOT) deems inclement weather or hazardous conditions are so adverse as to endanger the employees' safe travel to and from the worksite, employees may choose to take leave without pay or use accrued PTO. The Employer will not apply corrective action against any employee who is unable to report to work due to inclement weather or a hazardous condition.

## **ARTICLE 13 - SUPERVISION**

**Section 1. Immediate Supervisor.** Upon placement employees shall be notified of their site or program's immediate supervisor. Employees shall have access to a copy of the Employer's personnel policies at their site. A copy of the organizational chart shall be available upon request.

**Section 2. Duty to Follow Directives.** Employees shall follow reasonable directives from any person in management, particularly the on-call manager, when the immediate supervisor is not available. Failure to follow a reasonable directive may be considered insubordination and may result in corrective action, per Article 9. of this Agreement.

**Section 3. Limitation on Work.** Supervisors shall not perform work that would replace the work of a bargaining unit employee, except in cases when all available bargaining unit employees are unavailable.

**Section 4. CBA Training.** The Union and the Employer will maintain a joint committee to develop and deliver a mandatory contract training for all supervisors, managers, and assistant managers. The Union and the Employer will each appoint an equal number of members to this committee. New managers shall attend the contract training given by at least one Manager and one Union Representative within sixty (60) days of becoming a manager. The Union will be notified within five (5) business days when new Administrative Staff are onboarded.

## **ARTICLE 14 - SENIORITY, LAYOFF, RECALL, AND RETURNING EMPLOYEES**

**Section 1. Accrual of Seniority.** Seniority is an employee's length of service with the Employer from the date of hire, other than during times of unpaid leave or layoff of three (3) weeks or more, with the exception of the utilization of Family and Medical Leave Act, Oregon Family Leave Act, Paid Leave Oregon, or other protected leaves. Seniority will continue to accrue during all paid time in the bargaining unit.

**Section 2. Application of Seniority.** Seniority will be the determining factor in decisions regarding layoff and recall. Wages, benefits, lateral transfer, promotion, overtime, and scheduling of leave will be in accordance with other articles in this Agreement.

**Section 3. Voluntary Reduction.** Bargaining unit employees may voluntarily request a reduction in scheduled hours to prevent or mitigate the extent of bargaining unit layoffs.

**Section 4. Elimination of Positions.** When a position is eliminated, the affected employee(s) will be granted an open shift based on seniority (in accordance with Article 15, Section 1). When there are no positions available, the employee may opt to go into the relief pool until an open scheduled position is available.

**Section 5. Layoffs.** When a decision is made to reduce the work force or total hours scheduled and layoffs are required, bargaining unit employees will be laid off in the following order:

- a. Those employees who volunteer to be laid off;
- b. Trial Service employees;
- c. Regular employees in reverse order of seniority.

**Section 6. Recall.** Qualified bargaining unit employees will be recalled in the reverse order of their layoff until the desired number of employees is recalled.

**Section 7. Provision of List.** The Employer will maintain a seniority tracking system and make in-program and in-agency seniority lists available to the Union upon request.

**Section 8. Returning Employees.** An employee who returns to the bargaining unit at any time will be placed at a wage step commensurate with that employee's education, skills, training, and experience. Returning bargaining unit members who have lapsed certifications will become recertified for state required trainings within the first thirty (30) calendar days of employment unless the Employer cannot schedule training within that time. Except where specified below, all returning bargaining unit members will be eligible for and subject to step increases, PTO, benefits, and all other benefits and conditions of employment under this Agreement.

- a. A regular employee who exits the bargaining unit for any reason and returns to the bargaining unit within twelve (12) months will be subject to a ninety (90) calendar day trial service period. If they successfully complete the trial service period, they will retain their original hire date and previously accrued seniority, adjusted according to Section 1 of this Article. The employee will be immediately eligible for PTO accrual and benefits, so long as the employee meets all other eligibility requirements under Article 23.
- b. An employee who exits the bargaining unit for any reason and returns after twelve (12) months will accrue seniority based on their new hire date.

## **ARTICLE 15 – JOB/SHIFT VACANCY, PROMOTION, TRANSFER**

**Section 1. Notice of Job/Shift Vacancies.** The Employer will notify all employees of all newly created jobs/shifts and all job/shift vacancies and post for a period of not less than (1) one week. The Employer will interview qualified internal candidates prior to hiring any qualified external applicants. Job/shift postings will specify the expected qualifications, part-time or full-time status, schedule, and program. Copies of every notice of a job/shift vacancy will be posted on employer's current Human Resources system. The Union will be emailed when a job vacancy is posted, reposted, renewed and filled.

When a program schedule change occurs, in-program employees will be notified in accordance with Article 18. and granted their shift preferences according to in-program seniority before shifts may be granted to applicants outside of the program. The Employer will maintain and provide the Union with a current copy of all 24-hour Program and SLP Shift Calendars.

**Section 2. Eligibility.** Employees are eligible to apply for any open position except, an employee may only be awarded an open shift up to three (3) times in a rolling twelve (12) month period with the exception of program wide schedule changes.

After a site visit is completed, an employee who bids on an open shift via the Human Resources System that has been posted for at least seven (7) days, will receive a written response within nine (9) business days from the Employer if they were granted the shift or not.



When a supported individual moves to a different program and has expressed clear preference for staffing, their preferred staff person shall be considered for a shift at the new program regardless of the Employee's number of awarded shifts.

**Section 3. Lateral Transfer by Seniority.** Lateral transfer is taking a new job/shift with the same job duties as the previously held job/shift but with/without different hours and/or at a different site. Employees will be awarded a lateral transfer based on agency seniority, provided they have completed a successful site visit, and all other factors are relatively equal. Employees who have been awarded a lateral transfer will complete a ninety (90) calendar day training period during which the Employer will evaluate if the lateral transfer is successful.

If the Employee requests or if the Employer can demonstrate that the lateral transfer is not successful, employees will have the right to return to an open position with comparable hours to their previously held position.

Acceptance or denial of a lateral transfer must be in writing to Human Resources within seventy-two (72) hours of notification (an email and/or phone call to the number on record with the HR department) of job/shift being awarded. An employee who has been awarded a lateral transfer and who declines to work the new job/shift will be transferred into the relief pool, after giving two (2) weeks' notice.

**Section 4. Promotion.** Promotion is accepting a new job with job duties that are more demanding but related to the duties in the previously held job, including promotion to a management position. Employees will be awarded a promotion based on job-related qualifications set by the Employer and with Union agreement. Seniority will be considered as a deciding factor provided all other qualifications are relatively equal. Employees who have been promoted will complete a ninety (90) calendar day training period during which the Employer will evaluate if the promotion is successful.

If the employee requests or if the Employer can demonstrate that the promotion is not successful, employees will have the right to return to an open position with comparable hours to the position held prior to promotion after giving two (2) weeks' notice, unless the request is due to health and safety. Employees who return to the bargaining unit position comparable to their previously held position will be paid at their previously held wage plus any steps the Employee is eligible for based on their hire date with Alvord-Taylor.

**Section 5. Transfer to Unrelated Job.** Transfer to an unrelated job is an employee taking a job within the bargaining unit with job duties that are not related to the job duties in the previously held job. This may or may not involve a change in pay level. Employees will transfer to a job in the bargaining unit with requirements not related to their current job based on job-related qualifications set by the Employer and with Union agreement. Employees who have been awarded such a job will complete a ninety (90) calendar days training period during which the Employer will evaluate if the transfer is successful. If the employee requests or if the Employer can

demonstrate that the transfer is not successful, employees will have the right to return to a position with comparable hours to their previously held position. Employees who return to an open position comparable to their previously held position prior to transfer will be paid at their previously held wage level and current step.

## **ARTICLE 16 - TRAINING**

### **Section 1. Training.**

- a. Newly hired employees will attend all competency-based training mandated by the Employer within **ninety (90) days** of being hired.
- b. Mandatory Training is training that all employees are required to attend **in order** to be in compliance with State or Agency standards. Failure to attend state-mandated training could result in loss of work hour/shift(s).
- c. If an employee lapses in their certification(s) of a **State**-mandated training due to Agency scheduling conflicts, the employee will not lose hours or be subject to corrective action. If the employee misses a training due to Paid Time Off (PTO), they will be given the first opportunity to take the training(s) as soon as possible and will not be at fault. If an employee has an unavoidable scheduling conflict, the Agency will work with the employee to fit them into upcoming training dates.
- d. Employees who attend mandatory training that may result in loss of **scheduled** hours will be given the opportunity to make up scheduled hours within the same pay period if desired. **Example: Training is 6 hours, but regularly scheduled shift is 9 hours. Staff will have the opportunity to make up for the 3 hours missed.** Employees not scheduled to work will be paid for no less than two (2) hours of pay at their regular rate of pay, which will include time spent attending the training.

In the event a training **or a Staff Meeting** is cancelled the Employer will notify employees as soon as possible. If the Employer provides less than twenty-four (24) hours' notice of a cancellation, the Employer will compensate all affected employees for two (2) hours at their regular rate of pay.

### **Section 2. Notice.**

Notice of trainings will be sent to each employee through the agency's electronic communication system.

- a. The Employer will give employees at least four (4) weeks' notice before a required training expires.



- b. The Employer will give employees at least two (2) weeks' notice of scheduled state-mandated training dates.

**Section 3. Staff Development.** The Employer may promote job-related staff development training and education. Preauthorized expenses for job-related seminars, workshops, conferences, or continuing education credits may be paid by the Employer. Expenses may include registration fees, tuition, lodging, meals, and mileage. Carpooling, room sharing, and other cost-saving measures will be utilized whenever possible.

## **ARTICLE 17 - CONDITIONS OF EMPLOYMENT**

**Section 1. Reasonable Accommodation/ADA.** In compliance with the Americans with Disabilities Act, the Employer will provide reasonable accommodations to permit a qualified applicant or employee with a disability to participate in the job application process, to perform the essential functions of a job, and/or to enjoy benefits and privileges of employment equal to those enjoyed by employees without disabilities. Reasonable Accommodation is any modification or adjustment to a job or work environment that allows an employee with a disability to participate in that environment more fully, according to ADA requirements. If the Union believes that such reasonable accommodation is in conflict with this Agreement, upon request by the Union, the Employer will meet and confer with the Union. This provision will not delay the Employer in making accommodations to comply with ADA.

**Section 2. Program Rules and Conditions.** All employees are required to follow the specific program-related rules and conditions of their assigned work site. These rules and conditions are intended to provide a safe and professional work environment addressing the **specific** program needs of the site. The Union will be informed in writing of any significant changes **to the** Agency Policies and Procedures at least ten (10) business days prior to implementing any changes.

**Section 3. Auto Insurance Eligibility.** Employees are required to report changes in their driving record, including any traffic violations, which may affect auto insurance eligibility; these should be reported to Human Resources within seven (7) calendar days of the event. Failure to do so is considered a failure to maintain good standing and may result in an employee becoming unable to work.

**Section 4. Use of Vehicles.** If an Agency vehicle is not available to an employee for Agency business, upon Employer's request and authorization, the employee will have the option of using an insured personal vehicle. Prior to use of a personal vehicle, a vehicle safety inspection from the Employer's vendor must be completed, and a copy of the current vehicle insurance ID card must be provided to the Employer's Human Resources (HR) Department. The Employer will be responsible for cost of the appropriate inspections.

**Section 5. Use of Personal Cell Phones.** The de minimis use of personal cell phones is permitted so long as it does not interfere with an employee's job performance. At any time, a supervisor may

further restrict the use of cell phones as a result of abuse of this policy or in any circumstances in which the use of a cell phone may cause a health or safety risk to either an employee or a supported individual.

**Section 6. Performance Evaluation.** Employees will be given a performance evaluation on or within thirty (30) calendar days of their anniversary date of employment. The purpose of the evaluation is to identify areas of positive work performance and areas where improvements are recommended. Performance evaluations are not considered corrective action.

## **ARTICLE 18 – OVERTIME, SCHEDULING AND SHIFT COVERAGE**

**Section 1. Overtime.** All overtime will be worked at the discretion of the employee except when supported individuals would otherwise be left without adequate support. Overtime is time worked, including mandatory meeting(s) and training(s) in excess of forty (40) hours in a week. Use of paid time off (PTO) is not considered when calculating overtime. Overtime must be approved in advance by the employee's supervisor or the on-call manager. One-and-one-half (1.5) times regular rate of pay will be paid for all hours that exceed forty (40) hours worked during that week in accordance with the Fair Labor Standards Act overtime rules.

Unless the Employer (Executive Director or designee) **approves**, bargaining unit members will not be scheduled to work more than twenty-four (24) hours of overtime in a work week. The Employer will notify the Union within twenty-four (24) hours of any emergency situation that **prompts the necessity of overtime in excess of twenty-four (24) hours in a work week from bargaining unit members. The Employer will provide the Union with a bi-weekly “over 40 hours” report no later than the seven (7) business days following the end of the previous pay period.**

It is the employee's responsibility to advise their supervisor or on-call of **their** anticipated overtime.

**Section 2. Program Contact List - Relief Preferences.** The opportunity to work overtime or additional shifts will be equitably offered to all employees on the Program Contact List. The Program Contact List will be updated as needed but at least **monthly**. All employees interested in working additional hours will notify their manager.

The Program Contact Lists (24 hour and SLP) shall be updated for accuracy on at least a monthly basis. The **Program Contact List** shall include all employees **by program seniority for those who are core trained at a 24-hour Programs and Relief or SLP sites by agency seniority**. All employees shall be required to update their relief preferences on a least a monthly basis **or when a change needs to be made. Employees will have the ability to submit their relief preferences via the change form available on the employee dashboard. The Program Contact List for each 24-hour Program/SLP will be located on the Employee Dashboard and physically be posted at each 24-hour Program/SLP Staff office.**

**Section 3. Additional Shift Coverage.** Regularly scheduled 24-hour Program/SLP employees at each site will be given the first opportunity to work additional shifts up to forty (40) hours by program seniority.

24-hour Program/SLP Employees may go into overtime on an emergency basis as outlined in **Article 18. Emergency Shift Coverage. Section 7. (a).**

Remaining shifts will be offered to a 24-hour Program/SLP site-trained relief pool employees by agency seniority. Thereafter, any remaining shifts resulting in overtime pay will be offered by:

- (a) Program seniority to the regularly scheduled 24-hour Program employees.
- (b) Agency seniority of preferred staff for SLP employees at SLP sites (due to being cross trained with multiple persons served).
- (c) Any remaining overtime hours will then be offered to available site-trained Relief Staff employees listed on the 24-hour Program/SLP site Program Contact List by agency seniority.

For purposes of the Program Contact List's seniority rotation, any employee's direct refusal or when a message is left/texted, when no response is received after fifteen (15) minutes, will be taken as a refusal of a shift, and permits the manager/on-call to move to the next person on the Program Contact List. An invite outlining shift sites and coverage time will be sent immediately by the manager/on-call to the person(s) filling the open shift at the applicable program/site for their immediate acceptance.

Employees will be allowed to trade shifts within the same work week with the permission of the supervisor on a shift-to-shift basis. The manager must approve shift exchanges at least twenty-four (24) hours before the beginning of the exchanged shift. The Employer will not unreasonably deny the trading of shifts.

**Section 4. Assigned Schedules.** The Employer will assign employees a set schedule and worksite, whenever possible and applicable. The Employer will utilize the online calendar to document all 24-hour Program/SLP Site (filled or open) shifts and will maintain any permanent or temporary staffing updates for regular, relief and training shifts.

Newly created and vacated schedule/shift assignments will be filled according to the job vacancy provisions of this Agreement (Article 15). The Employer will attempt to maximize the number of full-time (30-40 hours) benefit eligible set schedules per site. These provisions will not abridge the Employer's right to change shift schedules based on client and program needs. Unless all program staff agree to start earlier, two weeks' notice will be given when a program schedule change is made.

**Section 5. Temporary Schedules.** When a temporary schedule is needed, including but not limited to, open shifts, PTO and training coverage, the Employer/Program Manager will notify the Union Leadership Team (ULT) and all employees affected by emailing the proposed temporary schedule with a least two (2) weeks' notice, except in emergencies. These provisions also will not abridge the Employer's right to temporarily transfer employees when necessary to ensure the health and safety of individuals served and employees to comply with ADA or health and safety provisions of this Agreement. If there is a loss of regularly scheduled hours due to an emergency transfer, the employee will be given the opportunity to make up for any loss of hours. In all cases, a temporary shift coverage invite will be sent to all employees affected for approval/acceptance. The ULT will also be included in these invites for notification purposes.

All employees must complete all core competencies (site and individual specific), have a clear Criminal History Background pursuant to the applicable OAR at a program/site prior to working alone with a person served.

In the event a supervisor requires an employee to stay beyond the end of their shift the employee is not required to flex hours, and the employee shall be eligible for the fifty-dollar (\$50) Relief Bonus in Section 5 as though they are completing a shift of no less than one (1) hour with less than twenty-four (24) hours' notice.

**Section 6. Supported Living.** SLP staff may schedule with individuals and communicate with managers on their specific flexibility to coordinate/develop a flexible daily schedule to provide person centered support with at least two (2) weeks' notice. Hours may change based on person centered needs.

- (a) Medication runs will be paid at least one (1) hour or the duration of the support(s), whichever is greater. Medication reminder calls will be paid for thirty (30) minutes each per shift.
- (b) SLP staff who arrive on a scheduled shift and are dismissed by the supported individual/family, due to other plans and/or not needing support for the day will immediately call their supervisor or on-call to report the situation. The supervisor of on-call will verify the support is not needed. The supervisor/on-call will assist staff with finding another individual they are core trained with to support or will arrand another work activity for the scheduled shift. If the employee declines the offered work, they will forfeit the hours. If a relief shift is not obtained or work is not provided at the main office by the supervisor, SLP staff will be paid for a minimum of two (2) hours.

**Section 7. Emergency Shift Coverage.** All supervisors/on-call will adhere to the Program Contact List as outlined in Section 3. of this Article with the exception of the following emergency situations listed below in a, b, and c.

If an employee indicates that they cannot or will not work a shift, that employee should not be contacted again about the same shift unless circumstances have significantly changed. If an

employee is on PTO, they will not be contacted unless they have specified “okay to contact while on PTO” in their relief preferences outlined on the Program Contact List.

For the purpose of both respecting seniority and filling shifts as quickly and consistently as possible, supervisors/on-call will adhere to the following when determining shift coverage:

- a. Emergency shift coverage (call off/no call no show): If a supervisor has the need to fill a shift with less than three (3) hours’ notice, a supervisor/on-call can grant any part of the open shift on a first come first serve basis to fill any part of the open shift.
- b. Emergency shift coverage (call off): If a supervisor has a need to fill a shift with less than twenty-four (24) hours’ notice, the shift will be granted, as outlined in Article 18, Section 2., to the first person on the Program Contact List who accepts the shift.
- c. Emergency shift coverage (call off): When a shift opens up with twenty-four (24) or more hours’ notice, the supervisor/on-call will notify all eligible employees of the open shift by a group email and/or individual text. Shifts will be granted by seniority in accordance to Section 2., of this Article. If the shift is not filled within twelve (12) hours prior to the open shift, it will then be granted to the first person who accepts the shift.

**Section 8. On-Call Relief Bonus.** Regular employees that are offered any open shift that is at least a minimum of one (1) hour with less than twenty-four (24) hours’ notice will receive a Relief Bonus of fifty dollars (\$50.00) per shift completed when offered by a supervisor/on-call.

**Section 9. Minimum Hours.** Employees who are called in to work on a day they are not scheduled to work and are turned away by the program supervisor upon arrival will be guaranteed two (2) hours of work at their regular pay rate.

**Section 10. Staff Meetings.** Staff meetings will be included in scheduled work hours with proper notice as required in Section 8 of this Article. Staff meetings are held in person unless a virtual option is provided with the Manager’s approval. If a scheduled staff meeting is cancelled with less than one week’s notice, employees will be given the opportunity to work during either the cancelled meeting time slot or at another prearranged time to maintain scheduled hours for the pay period. If a staff meeting is cancelled with less than twenty-four (24) hours’ notice employees will be paid the two (2) hours.

**Section 11. Scheduling.** The Program/SLP Managers will post a hard copy of the employee schedules at least two (2) weeks prior to the start of the work schedule. Once scheduled work hours are posted, they will be changed only with the Employer’s approval and appropriate notice and all employees will be apprised via email of the changes as specified in Section 3. b) of this Article informing them about current shift coverage including any additional changes at their program.

Calendar invites for regular scheduled and relief shifts must be sent to all employees by the Program Manager/On-call. Shift invites must be accepted by employees in order to work the shift.

A call off on an accepted relief shift may be considered an unplanned shift call off as specified in Article 20. Section 5.

Employees making a lateral transfer will receive a training schedule in writing within five (5) business days from their new 24-hour Program or SLP Manager. This training schedule will be posted in the Staff office and updated as needed. The new employee will be added to the Program Contact List for the new program and the employee will update their Relief preferences as applicable.

**Section 12. Break Periods.** When it does not endanger the health or safety of the residents, employees shall be entitled to one (1) ten (10) minute paid rest period for each four (4) hour work period. Each employee's break time shall ensure that adequate coverage is maintained. If an employee is called back to work during their break the employee shall be entitled to receive the remainder of the break time later in the shift. Break time shall not be postponed for the purpose of ending the work shift early.

## **ARTICLE 19 - WAGES**

**Section 1. Wage Schedule.** Unless an employee has reached the top step of the wage schedule, employees will advance to the next step on the first day of the pay period in which their anniversary date with the Employer falls.

If the Employer determines that the new employee possesses special education, skills, training, or experience, they may be hired at a wage step commensurate with the employee's education, skills, training, and experience *with Union approval.*

Employees will be paid according to the wage schedule in Appendix A.

Effective March 25, 2024, all steps of the wage schedule shall be adjusted per the updated **Appendix A** schedule. Wages are applicable per Section 14., Pay Equity., Section 2.

**Section 2. Completion of Trial Service.** Upon successful completion of the trial service period, a new employee's hourly wages shall be increased by one step on the Wage Schedule **reflected in Appendix A.**

**Section 3. Provisions for Staffing Crisis.** If the Employer determines that there is a problem recruiting or retaining employees in a particular program due to situational challenges or crises that result in significantly higher stress and workload than is typical for that program, the Employer and the Union shall meet and bargain wage changes within five (5) business days of receipt of notice. The Parties shall have the option of adjusting the wage level of the employees at the



program for the duration of the recruitment or retention problem, or for the duration of the situational challenges or crises, but for no longer than sixty (60) calendar days. The duration may be extended upon review and mutual agreement of the Union and the Employer.

See current Temporary Workers Letter of Agreement that expires September 30, 2025.

**Section 4. New Positions.** If the Employer creates a new bargaining unit position, the Employer shall give written notice to the Union no less than sixty (60) calendar days prior to desired implementation date. The parties shall meet to bargain wages for the new position within two (2) weeks of receipt of the notice.

**Section 5. Changes in Temporary and/or Permanent Funding.** In the event of any changes to the Employer's funding, the Employer shall notify the Union of the change and either party may give notice to re-open the contract to negotiate wages and/or benefits. If unable to reach agreement, the Union retains the right to strike with a sixty (60) day notice to the Employer and the Federal Mediation and Conciliation Service, and thereafter a ten (10) day notice to strike.

**Section 6. Certified Program/SLP Site Competency Coaches (CPCC).**

- a) Employees are eligible to become a Certified Program Competency Coach after three (3) years of successful employment with the agency.
- b) Employees interested in becoming competency program coaches must be approved and certified by the Human Resource and Training Department in all PBSP, ISP and Emergency Evacuation Plans prior to coaching at a specific 24-hour Program/SLP Site. CPCCs must participate in monthly check-in meetings with the Training Department. CPCCs must be included in any 24-hour Program/SLP Site meetings invites where PBSP, ISP and Emergency Evacuation Plans re-trainings occur in order to maintain their Program/SLP Site Certification(s). Only one CPCC will be assigned to a 24-hour Program or SLP Site, unless otherwise jointly agreed to by the Executive Director and the Union.
- c) Certified Program Competency Coaches shall be paid one dollar (\$1.00) above their current rate of pay for scheduled training hours.

**Section 7. Asleep Overnight.** The Employer may implement asleep overnight positions for less than twenty-four (24) hour shifts that are not live-in. Employees shall be paid at their regular rate of pay, including any differentials, while working a designated sleeping shift. Designated sleep shifts will be scheduled for at least eight (8) hours and for at least six (6) hours of sleep time.

**Section 8. Longevity Bonus.** On the payday following the anniversary of the employee's hire date, the employee will receive a longevity bonus as follows:

Seven hundred fifty dollars (\$750) on their fifth (5th) year anniversary and increases in increments of one hundred fifty dollars (\$150) each year thereafter up to a maximum of three thousand seven hundred fifty dollars (\$3,750) after their twenty-fifth (25th) year anniversary. These bonuses are effective March 25, 2024.

**Section 9. Pay Period.** Employees will be paid on Monday every other week. However, when a bank holiday falls on a Monday, payday will be on the Friday before the holiday. All payroll changes (ex. Tax changes, direct deposit) will be submitted to the payroll department no later than the last Friday of the pay period by 10:00 AM.

**Section 10. Accuracy of Payroll and Time Records.** Employees shall be responsible for accurately recording their hours worked.

Employees shall be responsible for completing any punch change requests, state in comments when any Relief Bonuses apply (along with the name of the supervisor who approved the Relief Bonus), no later than 10:00 AM on Payroll Monday.

Supervisors shall approve all punch change requests and Relief Bonuses no later than 2:00 PM on Payroll Monday for employees to review and approve.

Employees shall contact their Program Manager or direct supervisor before 3:00 PM on Payroll Monday of any additional changes.

Employees shall approve their timecards after reviewing for accuracy no later than 4:00 PM on Payroll Monday.

Adjustments resulting from an employee's error shall be reflected on the following paycheck. Adjustments resulting from the Employer's error shall be made within two (2) days of discovery. An error made by an employee shall be reported to their supervisor within two (2) business days of discovery. An employee's "approval" of a time sheet does not waive the Employer's obligation to correct the error.

When a payroll or timekeeping error results in an underpayment to the employee, the employer will issue a check for the difference within one (1) business day of the Employer being made aware or discovering the error. When a payroll or timekeeping error results in an overpayment to the employee, the Employer may choose to forgive the overpayment, reduce the amount the employee must repay, and/or work with the employee to establish a reasonable repayment plan. The Employer must provide written notice to the employee at least thirty (30) days prior to initiating recoupment of the overpayment. The written notice will include the amount of overpayment, the amount the employee is to repay, and information and documentation supporting the claim that an overpayment exists. The Employer may only require repayment of overpayments that the employee received within sixty (60) days prior to the written notice. Any overpayment recovery by payroll deduction may not exceed five percent (5%) of the employee's wages per pay period. An employee who disagrees with the Employer's determination about an overpayment or underpayment may grieve the determination through the grievance process.

**Section 11. Payroll Advance.** Employees may receive a Payroll advance four (4) times per calendar year (January 1 – December 31) by submitting a Request for Payroll Advance Form which will be located on the Employee Dashboard under Employee Forms.



Payroll Advance requests will be processed within 24 Business hours from date and time received. The maximum amount of each advance shall be for up to sixty percent (60%) of hours worked within the pay period up to the time of the request.

### **Section 12. Pay Equity.**

1. The Employer will periodically conduct pay equity analysis for all employees including bargaining unit employees. Periodic pay equity analyses for all employees will occur no less frequently than every 24 (twenty-four) months.
2. In the event a pay inequity is identified according to the relevant factors identified in ORS 652.220; the Employer will take appropriate steps to rectify the inequity. The Employer shall not decrease employee(s) pay due to an inequity.

Effective March 25, 2024, DSPs hired on or before 12/31/2018 will stay at their current step and the coinciding wage on Appendix A. DSPs hired on or after 1/1/2019 will remain in their current wage in the coinciding step on Appendix A.

3. In the event an employee receives a pay equity adjustment for any of the qualifying reasons the employee's anniversary date will remain the same.
4. An employee may request a pay equity review outside of the regularly scheduled pay analysis by submitting a written request to the Alvord-Taylor Human Resources Department. The Alvord-Taylor Human Resources Department will review the merits of the request based on relevant factors in ORS 652.220 and issue a written decision.

### **Section 13. Shift Differentials.**

1. Weekday Shift Differential: All employees will receive an additional seventy-five cents (\$0.75) for each hour worked between 8:00 PM and 8:00 AM each weekday.
2. Weekend Shift Differential: All employees will receive an additional one dollar (\$1.00) for each hour worked between 8:00 PM on Friday and 8:00 AM on Monday.

The above differentials shall be in addition to any other applicable differentials.

### **Section 14. Clinical Programs.**

1. Alvord-Taylor, Inc. agrees to provide employees in the bargaining unit with an additional two dollars and twenty-five cents (\$2.25) per hour, for every hour spent working at a clinical site where they have been core-comped/site trained. This excludes asleep overnights time.

2. This differential is in addition to any other differentials that the staff may qualify for including the night shift differential. Any current staff who meet these criteria would be eligible for the differential as well as qualified individuals transferring into a designated clinical program.

**ARTICLE 20 – PAID TIME OFF**

**Section 1. Paid time off (PTO).** Paid time off is a benefit that may be utilized as either unplanned or planned paid time off. Planned PTO will be scheduled at the mutual discretion of the employee and the supervisor. An employee shall not be compelled to take formal leave or use PTO during a pay period when that employee is receiving overtime and has worked all but one (1) regularly scheduled shift. Paid time off is a combination of the former earned time off and OR Sick hour allotments.

**Section 2. Accrual.** All employees who work at least twenty (20) hours per week shall be able to redeem PTO after 90 (ninety) calendar days of employment.

Employees working at least twenty (20) hours per week shall accrual PTO based per table 20.2. Employees who work under twenty (20) hours per week shall accrual 0.03 hours to be utilized for OR Sick, which may be redeemed upon the ninety-first 91<sup>st</sup> calendar day of employment.

**Table 20.2**

Time of Employment	Per Year (Example based on 30 hours per week)	Per Hour	Cap Per Pay Period
Up to 2 years	120	.0769	7.69
2 years and up to 5 years	160	.1026	10.26
5 years and up to 10 years	200	.1282	12.82
10 years and longer	240	.1538	15.38

**Section 3. Paid Time Off Carryover and Cash Out.** Employees shall be responsible for managing their own PTO hours. All employees may accrue PTO hours up to a maximum of three hundred (300) hours. Employees may cash out PTO in excess of **forty (40)** accrued hours up to **two hundred and sixty hours (260)** at their regular rate of pay **up to three (3) times per calendar year.**

**Section 4. Payment on Separation/Termination.** PTO up to a maximum of three hundred (300) hours shall be paid to all regular employees when the employee terminates employment with the Employer with two (2) weeks’ notice.

An employee's failure to provide two (2) weeks' notice shall result in forfeiture of all accrued PTO. The forfeited hours shall be credited to the Union Hardship Fund at that employee's current rate of pay. To qualify for payment of accrued PTO, Employee must work their scheduled shifts during their notice period unless the Employee is absent because of a purpose listed in **Appendix B**. Employees will not be eligible to schedule their floating holiday during their two weeks' notice period.

If an employee is terminated, all hours worked will be paid. PTO will be forfeited and will go to the Union Hardship Fund at that employee's current rate of pay.

**Section 5. Use of PTO.** Employees may use PTO for any reason, subject to approval by the Employer. The Employer shall not deny any request to use PTO for any of the reasons described in Appendix B of this Agreement after the 90th day of employment. Absent an operational need, the Employer shall not deny requests for planned PTO. Employees shall request use of PTO with appropriate notice to the employee's immediate supervisor in writing, as indicated below.

**a.) Planned PTO.** Employees may request use of planned PTO with fourteen (14) calendar days written notice to their immediate supervisor. The supervisor shall respond with approval, denial, or a timeline for decision within forty-eight (48) hours. A denial of an employee's requested planned PTO shall be emailed to the employee stating the reasons for denial with the Program Director, Executive Director and the Union copied on the email. In the event that more than one bargaining unit member in the same house or program requests the same day(s) off, requests shall be granted in the order in which the requests were made. If such requests were made at the same time, the employee with the most seniority shall be given priority. If there are no bargaining unit staff available to cover an employee's shift, the program manager will provide coverage.

If planned PTO hours have been requested and approved by the Employer, and the employee requesting such time then transfers to another house, the Employer shall accommodate the employee's previously approved request. It is the employee's responsibility to communicate any approved time off to the new supervisor prior to accepting a transfer to another program.

Relief Shift Coverage for a PTO Shift(s) will be awarded to the Relief employee covering the shift(s). Should an employee rescind their PTO request with less than three (3) weeks' notice, the Relief employee shall retain the shift(s) unless they choose to forfeit the shift(s) or if the Relief employee can be provided with shift coverage elsewhere to compensate for the loss of the scheduled hours. An employee who rescinds their PTO request with at least three (3) weeks' notice shall retain their Regularly scheduled shift(s).

**b.) Unplanned PTO** for Use as a "Personal Day." Each employee may use up to four (4) instances per year of unplanned PTO as "personal days." Employees who are not able to fulfill their shift due to any unplanned event shall make a reasonable effort to notify their program

manager or the on-call manager at least eight (8) hours in advance for night and swing shift and four (4) hours in advance for day shift. However, if the reason for the unplanned use of PTO is unforeseeable, such as an emergency or accident, the employee shall provide notice before the start of the employee's shift or, when circumstances prevent the employee from providing notice before the start of the employee's shift, as soon as is practicable. In all cases, whether and when an employee can practicably provide notice depends on the individual facts and circumstances of the situation.

An excess of four (4) instances per year of unplanned PTO as "personal days" may be just cause for corrective action.

Leaving a shift two (2) or more hours early without supervisor's approval will count as an instance of an absence with the exception of the purposes listed in **Appendix B**.

c.) Unplanned PTO for Use as Sick Leave includes any of the uses described in **Appendix B**. Employee's shall provide proper notice for such use as described above. Employees who are not able to fulfill their shift shall make a reasonable effort to notify their program manager or the on-call manager before the start of the employee's shift or, when circumstances prevent the employee from providing notice before the start of the employee's shift, as soon as practicable. In all cases, whether and when an employee can practicably provide notice depends on the individual facts and circumstances of the situation.

### **Section 7. Verification for Unplanned PTO and Certification of Serious Medical Condition.**

The Employer may only request verification from a health care provider for an unplanned use of PTO described in **Appendix B** after the employee has used unplanned PTO for three (3) consecutive scheduled workdays. The Employer shall pay any reasonable costs for providing any medical verification or certification required, including lost wages if the employee misses all or part of a shift in order to obtain the requested verification or certification. The Employer may not require that any verification or certification explain the nature of illness or details related to domestic violence, sexual assault, harassment, or stalking that necessitates the use of PTO.

Requests for PTO related to a serious medical condition shall be made within the requirements of the Family Medical Leave Act (FMLA), Oregon Family Leave Act (OFLA) and/or Paid Leave Oregon (PLO). Certification of such illness shall also be made within the FMLA/OFLA/PLO requirements.

Misuse and/or abuse of Unplanned PTO may be cause for corrective action depending on the individual facts and circumstances of the Employee's use of Unplanned PTO and in accordance with the Parties' Collective Bargaining Agreement.

**Section 8. Union Hardship Fund.** Regular employees may voluntarily donate a portion of their accrued PTO hours to a Union Hardship Fund, which shall be administered by the Employer under rules established by the Union. The Union Hardship Fund shall be available to bargaining unit members who have unanticipated medical needs that cannot be covered by the bargaining unit member's accrued PTO. Donations to the Union Hardship Fund shall not result in the employee's balance of accrued PTO dropping below forty (40) hours. Donations shall be confidential. Donations may not accrue beyond the medical event or be cashed out. Statements showing the activity and balance of hours in the fund shall be provided to the Union within three business days of request. Employees may donate a maximum of twenty (20) hours of PTO in a rolling calendar year. PTO shall be deposited at the pay rate of the person donating the PTO. Rate paid out shall be calculated at the rate paid of the individual receiving the donation.

**Section 9: Directed PTO Donations.** Directed donations of PTO is PTO directed from one person to a specific person. Each employee may receive a total of 40 (forty) hours of donated PTO and 40 (forty) hours from the Union Hardship Fund, totaling 80 (eighty) hours per rolling calendar year, with any exceptions agreed to jointly between the Executive Director/Designee and the Union. Employees donating PTO must maintain at least 40 (forty) hours of PTO at the time of donation. PTO donations to bargaining unit members may not come from non-bargaining unit members and vice-versa. PTO shall be calculated at the pay of the person donating the PTO and not the person receiving the PTO.

## **ARTICLE 21 - HOLIDAYS**

**Section 1. Eligibility for Holidays.** All employees will receive holiday pay, according to the chart in Section 3 of this Article. In order to be eligible for holiday pay, an employee must be actively employed on the day of the holiday. Employees on leaves of absence are not eligible for holiday pay. Employees who call off on any scheduled shift that falls on a calendar day before on and/or after a holiday will not receive holiday pay, unless the absence has been approved, in writing, by their supervisor.

**Section 2. Holiday Schedule.** The following holidays will be recognized as paid holidays:

- New Year's Day
- Martin Luther King Jr. Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day
- One (1) Floating Holiday of the employee's choice and employer approval consistent with the scheduling of planned PTO, Article 20. The Floating Holiday must be taken within the calendar year, or it shall be forfeited.

**Section 3. Holiday Compensation and Accrual.** Bargaining unit members (relief and scheduled) who work a shift where any part of the shift falls on a holiday will receive **double-time** pay for the hours they work as well as **the applicable** holiday pay **reflected in the chart below.**

Bargaining unit members who are not scheduled to work on a holiday will be awarded the holiday hours per the chart below. Employees who regularly work less than 20 hours **per week** will not receive holiday pay. Employees who have approved PTO on a holiday and would normally be scheduled to work must request PTO, but holiday pay will be applied in place of hours from their PTO bank up to the **number of applicable** hours in the table below. If there is a difference between the holiday hours awarded and the length of their normally scheduled shift, they will be given the option to apply the hours from their PTO bank to make up the difference.

Regularly scheduled hours	Holiday Hours
30-40 hours	8
20-less than 30	6

**ARTICLE 22 - OTHER LEAVE**

**Section 1. Bereavement Leave.**

In the event of a death in the immediate family, an employee may take up to five (5) working day as time off with pay.

Written request for this leave shall be given to the supervisor on or before the first day of the leave. If a written request is not possible before the leave, the employee shall submit it as soon as possible following proper notification to their supervisor. The request will specify the relationship of the person who died.

For the purposes of this Article, “immediate family” shall be defined as the employee’s spouse/domestic partner, the employee’s child, stepchild, parent, step-parent, sibling, step-sibling, grandparent, grandchild, parents of the employee’s spouse/domestic partner, sibling of employee’s spouse/domestic partner, or the parents or offspring of the person’s domestic partner, individuals who stood in loco parentis for the employee or for whom the employee stood in loco parentis and for any other allowable use under State of Federal Law. Bereavement leave shall not affect PTO accumulation. Bereavement leave is also available under Article 20 (PTO), as stated in **Appendix B.**

**Section 2. Military or Peace Corps Leave.** Absence for military leave or Peace Corps leave for an employee shall be allowed as provided by State and Federal law or the Employee Handbook.

**Section 3. Court Duty.** An employee called for jury duty or subpoenaed as a witness for matters other than of a personal nature may be granted a leave of absence with pay not to exceed thirty (30) calendar days (subject to extension) during the time spent in court. The employee's pay shall be calculated based on the employee's base pay and the number of hours the employee would have worked during the leave. All monies earned as a juror will be signed over to the Employer.

**Section 4. Family Leave.** Employees will be granted family medical leave and parental leave in accordance with State and Federal law. Employees may but are not required to use accrued PTO for such leave.

**Section 5. Domestic Violence and Crime Victim Leave.** An employee may take up to five (5) working days of paid leave per year, in addition to accrued PTO, for the following purposes:

- a) To seek legal or law enforcement assistance or remedies to ensure the health and safety of the employee or a member of the employee's immediate family, including preparing for and participating in protective order proceedings or other civil or criminal proceedings related to domestic violence, harassment, sexual assault, stalking, or any other personal felony.
- b) To seek medical treatment related to the violence or personal felony.
- c) To obtain, or to assist a minor child or dependent in obtaining, counseling from a licensed mental health professional related to an experience of domestic violence, harassment, sexual assault, stalking, or personal felony.
- d) To obtain services from a victim services provider for the eligible employee or a member of the employee's immediate family.
- e) To relocate or take steps to secure an existing home to ensure the health and safety of the eligible employee or a member of the employee's immediate family.

## **ARTICLE 23 - HEALTH CARE PLAN**

The Employer will continue to provide health care insurance, which includes Medical and Dental care substantially equivalent to the current health care plan. Employees may elect to cover eligible dependents at their discretion and at their cost.

**Section 1. Eligibility Requirements.** Coverage begins the first day of the following month of continuous employment. All full-time employees who consistently work an average of thirty (30) hours or more per week will be eligible to enroll in the Employer's Health Care Plan.

**Section 2. Cost and Coverage for Eligible Employees.** The Employer will pay one hundred percent (100%) of the monthly medical (for employee and family) and dental (employee only) health insurance premiums.



**Section 3. Health Insurance Committee.** A committee of three (3) union employees (picked by the union) and up to three (3) management representatives will meet quarterly and no later than two (2) months prior to open enrollment. The Committee can schedule additional meetings if agreed upon. The purpose of this Committee is to discuss the current and future health insurance status and any anticipated changes during open enrollment.

**Section 4. Termination of Coverage.** Covered employees continue to be eligible (for the Employer's contribution) while they are being compensated by the organization. Employees who are on disciplinary suspension will continue to receive health coverage. Coverage through the Employer's health care plan will end on the first day of the month following the month in which an employee resigns, is terminated, or is laid off. Employees will be provided with information about continuing health coverage on their own (COBRA) upon leaving employment.

**Section 5. Changes in Status.** Employees are responsible for **informing** the Administrative Office of the Employer about any changes in status, including address changes, that may affect health care coverage. Employees are also responsible for maintaining accurate records regarding health care eligibility. The Employer will notify all employees in writing about any change in employment status that may affect their coverage.

## **ARTICLE 24 - OTHER BENEFITS**

### **Section 1. Meals and Activities.**

- a) All employees assigned to work during meal or activity times will be reimbursed for out-of-pocket expenses up to a maximum of **forty** dollars (**\$40.00**) per month when recreation funds are not available. To be eligible for reimbursement, employees must have prior approval for the expense from the **Program Director** for each instance. Reimbursement must be submitted for payroll processing no less than one (1) week prior to payday to be paid out on the next paycheck.
- b) Employees assigned to work in a twenty-four (24) program will be provided meals while on shift. These meals will be served family style and eaten with individuals served when possible.

**Section 2. Mileage Reimbursement.** The Employer will reimburse employees at the most current IRS mileage reimbursement rate per mile for the authorized use of their personal vehicles.

**Section 3. Travel Reimbursement.** The Employer will reimburse employees for authorized expenses relating to job-related training and travel.

**Section 4. Retirement.** The Employer will provide a tax-sheltered plan to which employees may voluntarily contribute money. Such employee contributions will be made through payroll deduction. Any change to the retirement plan shall be brought to the Labor Management Committee prior to implementation.



## ARTICLE 25 - GENERAL PROVISIONS

**Section 1. Modifications to Agreement.** Modifications or amendments to this Agreement must be in writing and signed by the duly authorized agents of the Employer and the Union.

**Section 2. Other Agreements with Employees.** The Employer will make no agreements with an employee covered by this Agreement that conflict with the terms and conditions of this Agreement. Such agreements will be null and void.

**Section 3. Contracting Out.** The Employer will contract out bargaining unit work during the term of this Agreement only after discussion with and agreement from the Union.

**Section 4. Employer Evaluation.** The Union may provide an annual evaluation of the Employer that will be given to the Executive Director and the Board of Directors of the Agency.

## ARTICLE 26- SAVINGS CLAUSE

Should any provision(s) of the Agreement be held unlawful and unenforceable by a court of competent jurisdiction that decision will apply only to the provision(s) specified in the court decision. The parties agree to negotiate, within a reasonable time, a substitute provision for any provision that is held unlawful and unenforceable. The remaining provisions of the Agreement will remain in full force and effect.

## ARTICLE 27 - RELIEF POOL EMPLOYEES

**Section 1. Relief Pool.** A relief pool will be established for the purpose of filling shifts when relief options with regular bargaining members have been exhausted. Relief pool employees shall be trained to at least two (2) 24-hour programs at a minimum and are available to be contacted per their relief preferences on the Program Contact List for all core trained 24-hour programs or SLP sites.

Relief Pool or Employees who work shifts, granted or relief in SLP may be cross core-trained with at least five (5) or more additional supported individuals in SLP of their choice.

Relief Pool and SLP Relief shifts will be filled in accordance with Article 18 Section 2. Relief Pool Staff will be moved from a previously assigned shift to another core-trained shift in an emergency or as needed. Relief Pool Staff cannot have set shifts and cannot work at any one (1) 24-hour program exceeding two (2) weeks without mutual agreement between the Employer and the Union.

A relief pool employee who has resigned from a position will maintain the step equal to the employee's last position and will not be entitled to benefits except as required by federal or state law. Any employee hired directly into the relief pool will receive a wage consistent with Article

**19. Wages** of this Agreement but will not be entitled to benefits except as required by federal and state law. If eligible, on the anniversary of relief pool hire date, a relief pool employee will receive a step increase to the next step. Relief pool employees are also eligible for any other wage increase agreed to in the Agreement.

Any regular employee who **resigns** from a shift (after completing their two (2) weeks' notice) will be placed in the relief pool, **unless successfully bidding on another open shift**. In addition, any new employees **who have not been granted a regular bid shift position (after completing NEO training) will remain in** the relief pool.

To maintain status as an active relief pool employee, an employee must consistently work a minimum of thirty (30) hours in a pay period. Employees who do not meet this requirement for two consecutive pay periods may be treated as a voluntary resignation and may be removed from the Employer's payroll. Prior to removing an employee from the relief pool, the Employer will provide a written notice to the employee that will include notice of the employee's right to appeal the decision. **The letter will advise them of their right to have Union assistance with their appeal if they so choose.**

**Section 2. Eligibility to Bid on Posted Positions.** Relief pool employees will have the right to bid on open positions. Agency seniority eligibility requirements will apply. If not awarded a shift on which was bid, relief pool employees will continue to be employed in the relief pool, as long as all other eligibility requirements are met.

**Section 3. On-call Relief Bonus.**

Relief pool employees who have worked at least thirty hours (30) per week and accept a shift that is a minimum of one (1) hour with less than twenty-four (24) **hours'** notice will receive a **Relief Bonus of fifty dollars (\$50.00)** per shift worked after the thirtieth (30) hour in a **work** week.

**ARTICLE 28 - DURATION AND TERMINATION**

**Section 1. Effective Date and Duration.** This Agreement will be effective as of the date of ratification and will remain in full force and effect through September 30, **2025**, and from year to year after that, unless either party serves written notice on the other to modify, amend, or terminate the Agreement at least ninety (90) calendar days prior to the anniversary of the Agreement.

**Section 2. Healthcare Reopener.** Oregon Senate Bill 800, known as the Oregon Essential Workforce Health Care Program, created an ongoing investment in the development and implementation of a healthcare trust for Medicaid funded employers. The healthcare trust is expected to launch insurance plans by the fall of 2022. The Parties agree to explore the opportunity to provide health insurance through the trust during the benefit review process. If the Parties agree to join the trust, they shall renegotiate Article 23 of this agreement and shall bargain over how to utilize any savings.

**Section 3. Successorship.** The Employer will not in any manner convey the business to a 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 all employees covered by this Agreement with all their rights and benefits.

**APPENDIX A: WAGE SCHEDULE**

**Effective July 4, 2022 - 3/24/24**

<b>POSITION</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>	<b>STEP 7</b>	<b>STEP 8</b>	<b>STEP 9</b>
DSP	\$15.00	\$15.75	\$16.50	\$17.50	\$18.25	\$19.00	\$19.75	\$20.50	\$21.25
Advocates	\$16.00	\$17.00	\$18.00	\$19.00	\$19.75	\$20.50	\$21.25	\$22.00	\$22.75
Maintenance Assistant	\$15.00	\$15.75	\$16.50	\$17.50	\$18.25	\$19.00	\$19.75	\$20.50	\$21.50

**Effective March 25, 2024**

<b><u>POSITION</u></b>	<b><u>STEP 1</u></b>	<b><u>STEP 2</u></b>	<b><u>STEP 3</u></b>	<b><u>STEP 4</u></b>	<b><u>STEP 5</u></b>	<b><u>STEP 6</u></b>	<b><u>STEP 7</u></b>	<b><u>STEP 8</u></b>	<b><u>STEP 9</u></b>
<u>DSP</u>	<u>\$17.50</u>	<u>\$18.25</u>	<u>\$19.00</u>	<u>\$19.75</u>	<u>\$20.50</u>	<u>\$21.25</u>	<u>\$22.00</u>	<u>\$22.75</u>	<u>\$23.50</u>

## **APPENDIX B: PERMISSIBLE USES OF PROTECTED PTO IN ACCORDANCE WITH THE OREGON SICK LEAVE LAW**

Employees are entitled to use paid OR Sick Leave and/or PTO under Article 20 of this Agreement for the following purposes:

- (1) For an employee's mental or physical illness, injury, or health condition; need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or need for preventive medical care.
- (2) For care of a family member with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care of a family member who needs preventive medical care.
- (3) For the following purposes specified in ORS 659A.159:
  - (a) To care for an infant or newly adopted child under 18 years of age, or for a newly placed foster child under 18 years of age, or for an adopted or foster child older than 18 years of age if the child is incapable of self-care because of a mental or physical disability. Leave under this subsection must be completed within 12 months after birth or placement of the child, and an eligible employee is not entitled to any period of leave under this subsection after the expiration of 12 months after birth or placement of the child.
  - (b) To care for a family member with a serious health condition as defined in OAR 839-009-0210(20).
  - (c) To recover from or seek treatment for a serious health condition of the employee as defined in OAR 839-009-0210(20) that renders the employee unable to perform at least one of the essential functions of the employee's regular position.
  - (d) To care for a child of the employee who is suffering from an illness, injury or condition that is not a serious health condition as defined in OAR 839-009-0210(20), but that requires home care.
  - (e) To deal with the death of a family member within 60 days of the date on which the eligible employee receives notice of the death of a family member by:
    - (A) Attending the funeral or alternative to a funeral of the family member; (B) Making arrangements necessitated by the death of the family member; or (C) Grieving the death of the family member.
- (4) For the following purposes specified in ORS 659A.272:
  - (a) To seek legal or law enforcement assistance or remedies to ensure the health and safety of the employee or the employee's minor child or dependent, including preparing for and participating in protective order proceedings or other civil or criminal legal proceedings related to domestic violence, harassment, sexual assault, or stalking.
  - (b) To seek medical treatment for or to recover from injuries caused by domestic violence or sexual assault to or harassment or stalking of the eligible employee or the employee's minor child or dependent.
  - (c) To obtain, or to assist a minor child or dependent in obtaining, counseling from a licensed mental health professional related to an experience of domestic violence, harassment, sexual assault, or stalking.
  - (d) To obtain services from a victim services provider for the eligible employee or the employee's minor child or dependent.
  - (e) To relocate, pursuant to OAR 839-009-0345, or take steps to secure an existing home to ensure the health and safety of the eligible employee or the employee's minor child or dependent.
- (5) In the event of a public health emergency, including, but not limited to:

- (a) Closure of the employee's place of business, or the school or place of care of the employee's child, by order of a public official due to a public health emergency;
- (b) A determination by a lawful public health authority or by a health care provider that the presence of the employee or the family member of the employee in the community would jeopardize the health of others, such that the employee must provide self-care or care for the family member; or
- (c) The exclusion of the employee from the workplace under any law or rule that requires the employer to exclude the employee from the workplace for health reasons.

(6) Sick time provided pursuant to the Oregon Family Leave Act in ORS 659A.159 or ORS Domestic Violence Leave in 659A.272 runs concurrently with sick time provided pursuant to ORS 653.601 to 653.661. (2) For care of a family member with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care of a family member who needs preventive medical care.

(3) For the following purposes specified in ORS 659A.159:

- (a) To care for an infant or newly adopted child under 18 years of age, or for a newly placed foster child under 18 years of age, or for an adopted or foster child older than 18 years of age if the child is incapable of self-care because of a mental or physical disability. Leave under this subsection must be completed within 12 months after birth or placement of the child, and an eligible employee is not entitled to any period of leave under this subsection after the expiration of 12 months after birth or placement of the child.
- (b) To care for a family member with a serious health condition as defined in OAR 839-009-0210(20).
- (c) To recover from or seek treatment for a serious health condition of the employee as defined in OAR 839-009-0210(20) that renders the employee unable to perform at least one of the essential functions of the employee's regular position.
- (d) To care for a child of the employee who is suffering from an illness, injury or condition that is not a serious health condition as defined in OAR 839-009-0210(20), but that requires home care.
- (e) To deal with the death of a family member within 60 days of the date on which the eligible employee receives notice of the death of a family member by:
  - (A) Attending the funeral or alternative to a funeral of the family member; (B) Making arrangements necessitated by the death of the family member; or
  - (C) Grieving the death of the family member.

(4) For the following purposes specified in ORS 659A.272:

- (a) To seek legal or law enforcement assistance or remedies to ensure the health and safety of the employee or the employee's minor child or dependent, including preparing for and participating in

protective order proceedings or other civil or criminal legal proceedings related to domestic violence, harassment, sexual assault, or stalking.

(b) To seek medical treatment for or to recover from injuries caused by domestic violence or sexual assault to or harassment or stalking of the eligible employee or the employee's minor child or dependent.

(c) To obtain, or to assist a minor child or dependent in obtaining, counseling from a licensed mental health professional related to an experience of domestic violence, harassment, sexual assault, or stalking.

(d) To obtain services from a victim services provider for the eligible employee or the employee's minor child or dependent.

(e) To relocate, pursuant to OAR 839-009-0345, or take steps to secure an existing home to ensure the health and safety of the eligible employee or the employee's minor child or dependent.

(5) In the event of a public health emergency, including, but not limited to:

(a) Closure of the employee's place of business, or the school or place of care of the employee's child, by order of a public official due to a public health emergency;

(b) A determination by a lawful public health authority or by a health care provider that the presence of the employee or the family member of the employee in the community would jeopardize the health of others, such that the employee must provide self-care or care for the family member; or

(c) The exclusion of the employee from the workplace under any law or rule that requires the employer to exclude the employee from the workplace for health reasons.

(6) Sick time provided pursuant to the Oregon Family Leave Act in ORS 659A.159 or ORS Domestic Violence Leave in 659A.272 runs concurrently with sick time provided pursuant to ORS 653.601 to 653.661.

For SEIU Local 503, OPEU

*Melissa Unger*

Melissa Unger, Executive Director

*CeCe Cullmer*

CeCe Cullmer, President/Sub-Local 999,  
Bargaining Team Member

*Phil Howe*

[Phil Howe \(Dec 7, 2024 20:35 PST\)](#)

Phil Howe, Chief Steward/Sub-Local 999,  
Bargaining Team Member

Keith Quick, Spokesperson, SEIU 503

For Alvord-Taylor, Inc.

*Mary Thomas*

[Mary Thomas \(Jan 13, 2025 13:02 PST\)](#)

Mary Thomas, Executive Director

Laurie English, H/R Director

Date:			Date:	
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