

**COLLECTIVE BARGAINING AGREEMENT**

**2025-2027**

**Between Riverview Center for Growth  
Springfield, Oregon**

**And**

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

Contract expires December 31, 2027

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## **COLLECTIVE BARGAINING AGREEMENT**

This Agreement is made and entered into between Riverview Center for Growth, (hereinafter called the Employer, Agency or Center), and SEIU Local 503, Oregon Public Employees Union (hereinafter referred to as the Union), acting herein on behalf of the Employees of said Employer as hereinafter defined, now employed and hereinafter to be employed and collectively designated as the Employees.

### **WITNESSTH**

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

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

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

### **ARTICLE 1 - UNION RECOGNITION**

Section 1.1. The Employer recognizes the Union as the exclusive collective bargaining agent, as follows: All employees, including variable hour employees who work more than six (6) months, employed by the Employer at all its satellite facilities; excluding managers, confidential employees, variable hour, temporary employees who work less than six (6) months, and guards and supervisors as defined by the National Labor Relations Act.

Section 1.2. It shall not be the policy of the Employer to establish jobs or job titles solely for the purpose of excluding employees from the bargaining unit.

### **ARTICLE 2 - MANAGEMENT RIGHTS**

(a) Except as otherwise specifically limited by the terms of the Agreement, the Center retains all the customary, usual and exclusive rights, decision making, prerogatives, functions and authority connected with or in any way incident to its responsibility to manage the affairs of the Center or any part of it.

(b) Without limitation, but by way of illustration, the exclusive prerogatives, functions and rights of the Center shall include the following:

1. To determine the services to be rendered to students and/or clients and to determine which clients are to be served.
2. To determine and to follow the Center's financial, budgetary and accounting procedures.
3. To direct and supervise all operations, functions and policies of the department or section in which the employees in the bargaining unit are employed.
4. To close or liquidate any office, branch, operations or facility or combination of facilities, or to

relocate, reorganize or combine the work of divisions, offices, branches, operations or facilities as may be determined by the Center.

5. To manage and direct the work force, including but not limited to, the right to determine the methods, processes and manner of performing work; the right to set the standards for and to determine who should be hired, promoted and retained; the right to purchase, dispose of and assign equipment or supplies.
6. To determine the need for a reduction or an increase in the work force.
7. To establish, revise and implement standards for hiring, classification, promotion, quality of work, educational standards, methods of instruction and/or treatment, safety, materials and equipment.
8. To implement new and to revise or discard, wholly or in part, old methods, new technology, procedures, materials, equipment, educational materials, facilities and standards.
9. To assign shifts, workdays, hours of work, meal and break times and work locations.
10. To designate and to assign all work duties including the right to determine and to change from time to time the portion of the assigned work day that is to be devoted to instruction and/or treatment or other direct student contact, preparation for instruction and/or treatment and other assigned activities.
11. To determine the need for and the qualifications of new employees, transfers and promotions.
12. To determine the need for additional educational courses, training programs, on-the-job training and cross-training and to assign employees to such duties for such periods to be determined by the Center.

### **ARTICLE 3 - STRIKES AND LOCKOUTS**

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

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

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

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

duties.

#### **ARTICLE 4 - CONTRACTING AND SUBCONTRACTING OF WORK**

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

#### **ARTICLE 5 - UNION SECURITY AND CHECKOFF**

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

Section 2. Check Off. Upon written, electronic or recorded oral request from an employee, monthly Union dues plus any additional voluntary Union deductions shall be deducted from the employee's pay and remitted to the Union. All applications or cancellations of membership shall be submitted by the employee to the Union. Any written applications for Union membership and/or authorizations for Union dues and/or other deductions or dues cancellations which the Employer receives shall be promptly forwarded to the Union. The Union will maintain the written, electronic and recorded oral authorization records and will provide copies to the Employer upon request.

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

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

Section 3. Remittance of Payment. All monies deducted as provided above shall be paid by the Employer to the Union together with a list of names of members and a list of names of fee payers for whom dues/service fees have been deducted not later than the fifteenth (15th) day of the month following that in which the deductions are made by the Employer. The Employer shall not be liable by reason of the requirements of this Section for the remittance or payment of any sums other than that constituting actual deductions made from employee wages earned.

Section 4. Indemnification. The Union agrees to indemnify, defend, and hold the Employer harmless against any and all claims, suits or other forms of liability for any actions taken pursuant to the provisions of this Article. Furthermore, the Union assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the Union.

Section 5. Employees' Status. The Employer shall provide an encrypted electronic report monthly to the Union with a list showing first and last name, address, phone number (if public), social security number, fee paying or member status, hours of work, hire date, classification, site location, regular pay used to calculate dues, amount of dues withheld, and wage rate of all employees. The Employer shall also provide monthly to the Union a list of all new hires, terminations, resignations, retirements, and leaves of absence.

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

## **ARTICLE 6 - UNION RIGHTS**

### **Section 6.1 Union Representation.**

- (a) The Union may be represented by stewards for the purpose of receiving, filing, and investigating grievances and representing workers in disciplinary procedures and grievance meetings. The Union agrees to furnish the Employer with a written list of stewards so designated with any change in the list, which may be made from time to time.
- (b) The Employer agrees that the stewards shall be free to conduct their duties with the understanding that such duties will be conducted and will not interfere with normal operations of Riverview Center for Growth. Stewards will be paid when they perform their duties during working hours.
- (c) The designated Union stewards and officers or their designee may be granted up to two (2) unpaid work days off each year of the contract for the purposes of attending Union activities. Accrued leave, comp, or exchange time may be used to cover the days when available. Requests shall be made in writing at least thirty (30) days in advance.

**Section 6.2 Member Engagement.** The Employer will provide a two-foot by three-foot bulletin board at each copy room/mailbox area, and a virtual space accessible to all staff, which shall be used exclusively for the purpose of posting Union notices. Notices shall be posted by the Union Organizer or bargaining unit employees that they designate.

### **Section 6.3 Labor Management Committee.**

At least once per quarter the Employer's Executive Officer, and three (3) supervisory employees they choose, shall meet with four (4) bargaining unit employees appointed by the Union, in a Labor/Management Committee. If the meeting occurs during working hours of employees, the Employer will pay such employees. The Executive Officer and others they select shall meet with the Labor/Management Committee for a reasonable time to listen to the suggestions of that committee on matters concerning:

- Education for management and employees on this collective bargaining agreement.
- health and safety;
- client care;
- staffing;
- employee relations;
- quality assurance.

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

Section 6.4 Organizer Access.

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

Section 6.5 New Employees.

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

Section 6.6 Reorganization.

- (a) The Union shall be advised of any organizational changes which may affect an employees' pay or classification. The Center shall notify the Union of any newly proposed positions or programs within the bargaining unit.
- (b) The changes shall be submitted in writing to the Local 904 Union officers (President, Vice President, Chief Steward, and Secretary/Treasurer) and [notice@seiu503.org](mailto:notice@seiu503.org) to provide an opportunity to review and comment on the classification placement and/or the structural pay changes. If the additions substantially revise the specifications, parties shall negotiate the classification and salary range for newly created positions. Riverview Center for Growth may fill the positions on a provisional basis while negotiations are in progress with the understanding that any agreement subsequently reached will be applied retroactively.

Section 6.7 Lobby Day. With approval from a supervisor, employees will be granted one additional paid day per year to speak with legislators during the legislative session at the Oregon State Capitol.

**ARTICLE 7 - UNION REPRESENTATION**

Section 7.1. The Union may be represented by stewards for the purpose of receiving, filing, and investigating grievances and representing workers in disciplinary procedures and grievance meetings. The Union agrees to

furnish the Employer with a written list of stewards so designated with any change in the list, which may be made from time to time.

Section 7.2. The Employer agrees that the stewards shall be free to conduct their duties with the understanding that such duties will be conducted and will not interfere with normal operations of Riverview Center for Growth. Stewards will be paid when they perform their duties during working hours.

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

## **ARTICLE 8 - NON-DISCRIMINATION**

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

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

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

Section 8.3 Grieving Discrimination. In recognition of the fact that unlawful discrimination is protected by federal and/or state law, however it is agreed that a claim of a violation of Section 1 may be processed through Steps 1 and 2 of the grievance procedure, but shall not be processed to Step 3 arbitration, or otherwise serve as the basis of a claim of a violation of the Agreement. Nothing in this Article shall preclude an employee from filing a charge of discrimination with the Bureau of Labor and Industries at any time.

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

## **ARTICLE 9 – SENIORITY**

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

Section 9.2 Seniority Lists. The Employer will post, on Union digital and physical bulletin boards, seniority lists within thirty (30) days of the effective date of this Agreement and such lists shall be updated quarterly. Employees who disagree with the date posted may file a grievance to correct or verify their seniority date. Such grievances must be filed within twenty (20) days after the lists are posted.

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

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

## **ARTICLE 10 - LAYOFF AND RECALL**

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

- (a) An opportunity for voluntary layoffs within the program(s) and classification(s) that is slated for reduction will be offered first.
- (b) Any temporary employees who are employed within the classification(s) that are slated for reduction shall be terminated next.
- (c) Any probationary employees within the classification(s) that are slated for reduction shall be terminated next.
- (d) If additional reductions are required, non-probationary employees within the classification(s) that are slated for reduction shall be laid off next in order of their seniority, with the least senior employee to be laid off first. For purposes of this Article, employees who work in an outpatient assignment, including Outpatient, and IIBHT shall not be considered to work in the same classification as employees who work in day treatment programs.
- (e) Employees who are laid off shall have the right but shall not be required to displace another employee with less seniority, at the same or at a lower pay range, if the Agency determines that they are qualified to perform the job. Employees who elect demotion will be placed on the salary schedule in the pay range appropriate to the position and at the same step as the position held prior to layoff. Employees who elect demotion in lieu of layoff will be eligible for recall to the classification held prior to the layoff on the same basis as employees who were laid off.
- (f) Any employee who is to be laid off shall be given thirty (30) days advance notice of the layoff or the equivalent

of thirty (30) days of the employee's regular salary as severance pay.

- (g) Upon termination, a laid off employee shall receive a cash payment of any unused vacation.
- (h) If extra duties are added to an assignment due to staff reductions, layoffs, or budget restrictions they shall be added on a voluntary basis and the nature and duration of these duties shall be put in writing and signed by the employee.
- (i) In cases where an employee has accepted additional duties outside of the scope of their job classifications because of staff reduction, layoffs or budget reductions, those duties will be removed when the position is restored.

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

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

## **ARTICLE 11 - MANDATORY MEETINGS/TRAINING AND PROFESSIONAL DEVELOPMENT**

Section 11.1 Mandatory Meetings. Employees will normally be given one (1) week's notice of mandatory meetings. Non-exempt employees who are required to meet at a time that does not fall within their regularly scheduled work hours shall have their shift extended to encompass the required time or, if less, will be paid a two (2) hour minimum for attending the meeting. Exempt employees will receive a minimum of two (2) hours exchange time for attending mandatory meetings on a non-scheduled workday.

Section 11.2 Mandatory Training. The Employer will pay for any mandatory training, including Crisis Intervention, CPR and first aid training, blood borne pathogens training and training for the treatment of severe allergic reactions. Employees who are unable to attend mandatory training due to an emergency will be provided training at no cost. Any other training that is missed will be made up on the employee's own time and at their own expense.

Section 11.3 Scheduling for Mandatory Meetings, Trainings, and Professional Development. Any mandatory meetings, trainings or professional development for employees required by the employer and to maintain the employee's licensure/certification shall normally be conducted during their regularly scheduled work hours. If the training does not occur during scheduled work hours, the Employer will pay non-exempt employees their regular rate of pay during the training and exempt employees will receive exchange/flex time.

Section 11.4 Professional Development, Training and Licensure Funds. Each employee is eligible for relevant professional development training each fiscal year, to be approved by the agency and the Labor Management

Committee. Each year the board will look at the budget and determine an appropriate amount of money allotted to each program. The Staff Development Committee shall include at least two (2) representatives appointed by the Union, and meetings shall be scheduled during times when at least one (1) Union representative is available to attend. Professional development funds may be used for conferences, workshops, or other training related to employment at the agency. The Labor Management Committee will establish an updated Staff Development Committee and process.

In addition, employees who remain employed with the agency for more than six (6) months will have a process available to them to apply for agency-sponsored aid to help in paying for licensing supervision. These funds cannot be used for licensure fee's.

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

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

## **ARTICLE 12 – IN-SERVICE AND PLANNING DAYS**

Section 12.1 In-Service Days. In-service days for Day-Treatment staff shall be considered uninterrupted planning time for Day-Treatment staff, with no clients present. In-service education for employees shall normally be conducted during their regularly scheduled hours. If the training does not occur during scheduled work hours, the agency will pay non-exempt employees their regular rate of pay during the training and exempt employees will receive exchange time.

### Section 12.2 In-Service Days for Day-Treatment Teams.

- a. Usage of in-service days will be determined by Day-Treatment staff and immediate supervisors, and may include staff-directed team planning, including, but not limited to: lesson- planning, preparing materials, organizing classrooms, group and activity planning, and team building.
- b. There shall be two (2) in-service days scheduled for Day-Treatment Teams, to be mutually agreed upon by respective programs (including supervisors and directors).
- c. Teachers may utilize treatment group time for the purposes of lesson planning and preparation. At the end of each trimester, teachers may schedule one (1) paperwork day to complete progress reports and/or any outstanding education paperwork so long as ratio complies with OARS.

### Section 12.3 In-Service Days for Day-Treatment Therapists.

- a. Usage of in-service days for Day-Treatment Therapists may include, but is not limited to, time to complete documentation, treatment planning, etc.
- b. Therapists may ask their immediate supervisor, or their designee, for protected time to accomplish paperwork.

### **ARTICLE 13 - IDENTIFICATION OF SUPERVISION**

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

### **ARTICLE 14 - HEALTH AND SAFETY**

Section 14.1. The Employer will take all reasonable precautions to safeguard the health and safety of employees covered by this Agreement during their hours of work and to maintain recognized standards of safety and sanitation.

Section 14.2. When it is not in violation of any Federal or State law regarding client's confidentiality, it will be the intent of the Employer to advise its employees, on a need-to-know basis, of infectious diseases in advance and provide them with training and supplies needed for staff protection and client care.

Section 14.3 Employees will be made aware of and follow the Occupational Exposure to Blood Borne Pathogens Policy.

### **ARTICLE 15 - PROBATIONARY PERIOD**

Section 15.1 Probationary Period. Newly-hired employees shall serve a probationary period. This period may not be extended by the employer. New employees shall not be disciplined or discharged unless:

- (a) the employee has been given a written evaluation per Section 15.2 of this Article;
- (b) the employee has had the opportunity to correct performance deficiencies and/or behavior;
- (c) the Union has been informed of the implementation of a Performance Improvement Plan.

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

#### Section 15.2 Orientation and Training.

- (a) The Employer agrees to provide probationary employees with support and clear communication around performance expectations. The Employer also agrees to provide up to twenty (20) hours of orientation and training within thirty (30) days of the start date for all new employees as outlined according to the program relevant Section 309 OAR's. The Employer will provide adequate coverage during orientation for those employees responsible for the supervision and treatment of clients.
- (b) Probationary employees shall receive at least one evaluation at the three (3), six (6), and twelve (12) months during the employee's probationary period. The six (6) month evaluation shall indicate whether the employee

needs further development to complete their probationary period. Support plans are not mandatory during this period but will be implemented if appropriate.

Section 15.3 Union Representation. The Union will represent probationary employees for the purpose of collective bargaining with respect to wages, hours, and other conditions of employment. Probationary employees are entitled to Union representation with regard to disciplinary actions or terminations; however, a probationary employee may be disciplined or discharged during the probationary period at the Employer's discretion. Such action is not subject to the Grievance Procedure set forth in this Agreement.

## **ARTICLE 16 – CATEGORIES OF EMPLOYEE**

Section 16.1 Part-Time Hourly. Employees who work less than thirty (30) hours per week will be classified part-time. As of December 31<sup>st</sup>, 2013, currently employed staff who receive benefits will retain those benefits as long as they work a minimum of twenty (20) hours a week.

Section 16.2 Full-Time Hourly. Employees who work more than thirty (30) hours per week or 130 hours of service per month are considered full-time and receive benefits.

Section 16.3 Salary Non-Exempt. Salaried non-exempt employees receive a salary rate for a fixed number of hours. However, when they exceed the fixed number of hours and work more than forty (40) hours in a week, they receive overtime compensation.

Section 16.4 Salary Exempt. Employees who are employed in "a bona fide executive, administrative, or professional capacity" are exempt from overtime, and must be paid on a salaried basis.

Section 16.5. Variable Hour. One-on-one aides and employees who replace Center employees on a per diem basis, e.g. who call in sick, will be classified as variable hour employees. Variable hour employees who work less than six (6) months will be excluded from the bargaining unit. Variable employees who work more than six (6) months will be included in the bargaining unit. Variable hour employees who work an average of thirty (30) hours per week for six (6) continuous months are eligible to receive retirement, health, dental, life insurance and short-term disability benefits, per Article 23.

Section 16.6 Temporary. Temporary employees shall include employees hired to replace a specific employee who is on leave and employees hired to fill a specific temporary position. Temporary employees are not eligible for benefits and will be employed no longer than four (4) months. Temporary employees will be excluded from the bargaining unit.

## **ARTICLE 17 - JOB CLASSIFICATION**

Section 17.1 Professional I Outpatient/Collaborative Problem Solving (CPS). For purposes of this Agreement, the Professional I job classification requires the worker to be eligible to be credentialed as a QMHA, or a CPS Facilitator. A combination of education and experience may be considered in lieu of a bachelor's degree. Positions in this job classification provide behavioral and/or therapeutic support to their clients and their care takers in a variety of settings. The Professional I Outpatient/Collaborative Problem Solving job classification includes the following positions:

- Behavior Support Specialist (BSS)

- Collaborative Problem Solving (CPS) Facilitator

Section 17.2 Professional I Day Treatment. For purposes of this Agreement, the Professional I job classification requires the worker to be eligible to be credentialed as a QMHA. A combination of education and experience may be considered in lieu of a bachelor's degree. Positions in this job classification provide behavioral and therapeutic support to their clients and their care takers in a variety of settings. The Professional I Day Treatment classification includes the following positions:

- Behavioral Education Assistant II (BEA II)
- Behavior Support Specialist (BSS)

Section 17.3 Professional I Intensive In-Home Behavioral Health Treatment (IIBHT). For purposes of this Agreement, the Professional I job classification requires the worker to be eligible to be credentialed as a QMHA. A combination of education and experience may be considered in lieu of a bachelor's degree. Positions in this job classification provide behavioral and therapeutic support to their clients and their care takers in a variety of settings. The Professional I IIBHT classification includes the following positions:

- Behavior Support Specialist (BSS)

Section 17.4 Professional I QMHA Daytime Crisis Worker. For purposes of this Agreement, the Professional I job classification requires the worker to be eligible to be credentialed as a QMHA. A combination of education and experience may be considered in lieu of a bachelor's degree. Positions in this job classification provide behavioral and therapeutic support to their clients and their care takers in a variety of settings. The Professional I Crisis classification includes the following positions:

- QMHA Daytime Crisis Worker

Section 17.5 Professional I Traditional Health Worker (THW). For purposes of this Agreement, the Professional I THW job classification requires the worker to be certified by the state of Oregon as a THW for Peer Support Specialist (PSS) or Community Health Worker (CHW). Positions in this job classification provide coordinated care services, peer support, and wellness services to clients and those seeking services as defined by position description. The THW classification includes the following positions:

- Community Health Worker
- Youth Peer Support Specialist
- Family Peer Support Specialist

Section 17.6 Professional II Outpatient. For purposes of this Agreement, the Professional II job classification requires the worker to be eligible to be credentialed as a QMHP or have a master's degree in a related field. Positions in this job classification provide therapeutic mental health and coordinated care services to their clients and those seeking services as defined by position description. The Professional II Outpatient job classification includes the following positions:

- Child/Family Therapist

- Intake Coordinator
- Assessment Specialist

Section 17.7 Professional II Day Treatment. For purposes of this Agreement, the Professional II job classification requires the worker to be eligible to be credentialed as a QMHP/School Nurse or have a master's degree in a related field. Positions in this job classification provide therapeutic mental health and coordinated care services to their clients and those seeking services as defined by position description. The Professional II Day Treatment job classification includes the following positions:

- Child/Family Therapist
- Nurse

Section 17.8 Professional II Intensive In-Home Behavioral Health Treatment (IIBHT). For purposes of this Agreement, the Professional II job classification requires the worker to be eligible to be credentialed as a QMHP or have a master's degree in a related field. Positions in this job classification provide therapeutic mental health and coordinated care services to their clients and those seeking services as defined by position description. The Professional II IIBHT job classification includes the following positions:

- Child/Family Therapist

Section 17.9 Professional II Crisis and Transition Services (CATS). For purposes of this Agreement, the Professional II job classification requires the worker to be eligible to be credentialed as a QMHP or have a master's degree in a related field. Positions in this job classification provide therapeutic mental health and coordinated care services to their clients and those seeking services as defined by position description. The Professional II Crisis/CATS job classification includes the following positions:

- Child/Family Therapist

Section 17.10 Professional III Outpatient. For purposes of this Agreement, the Professional III job classification requires the worker to be licensed by the state of Oregon in a mental health area and be eligible to be credentialed as a QMHP. Positions in this job classification provide therapeutic mental health and coordinated care services to their clients and those seeking services as defined by position description. The Professional III Outpatient job classification includes the following position:

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

Section 17.11 Professional III Day Treatment. For purposes of this Agreement, the Professional III job classification requires the worker to be licensed by the state of Oregon in a mental health area and be eligible to be credentialed as a QMHP. Positions in this job classification provide therapeutic mental health and coordinated care services to their clients and those seeking services as defined by position description. The Professional III Day Treatment job classification includes the following positions:

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

Section 17.12 Professional III Intensive In-Home Behavioral Health Treatment (IIBHT). For purposes of this Agreement, the Professional III job classification requires the worker to be licensed by the state of Oregon in a

mental health area and be eligible to be credentialed as a QMHP. Positions in this job classification provide therapeutic mental health and coordinated care services to their clients and those seeking services as defined by position description. The Professional III IIBHT job classification includes the following positions:

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

Section 17.13 Professional III Crisis and Transition Services (CATS). For purposes of this Agreement, the Professional III job classification requires the worker to be licensed by the state of Oregon in a mental health area and be eligible to be credentialed as a QMHP. Positions in this job classification provide therapeutic mental health and coordinated care services to their clients and those seeking services as defined by position description. The Professional III CATS job classification includes the following positions:

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

Section 17.14 Business Professional. For purposes of this Agreement, the Business Professional job classification requires the worker to be able to perform a wide variety of functions in support of the accounting department. The Business Professional job classification includes the following positions:

- Billing Clerk
- Accounting Clerk
- Authorization Specialist
- Records Clerk
- Office Assistant

Section 17.15 Teacher. For purposes of this Agreement, the Teacher job classification requires the worker to be credentialed as a teacher in the state of Oregon. This job classification provides specialized education services to clients in a variety of settings.

- Teacher

Section 17.16 Para-Professional. For purposes of this Agreement, the Behavioral Education Assistant I classification requires the worker to have graduated with a high school diploma and have two (2) years of combined education and/or experience with early or special education. The Cook classification requires the worker to be able to perform a wide variety of functions in food preparation and service. The Para- Professional job classification includes the following positions:

- Behavioral Education Assistant I (BEA I)
- Cook

Section 17.17 Position Descriptions.

(a) Individual position descriptions shall be reduced to writing and delineate the duties currently assigned to an employee's position. The individual position description shall be subject to at least an annual review with the employee.

- (b) If an employee is actually performing the duties of a different position the employee should be placed in a more accurate job category within the existing positions in Appendix B; if the more accurate position falls under a different job classification a reclassification review (Article 18) can be initiated by the employer or employee.

## **ARTICLE 18 - RECLASSIFICATION/WORK OUT OF CLASSIFICATION**

### **Section 18.1 Reclassification.**

- (a) Effective January 1, 2019, any represented Employee may request reclassification of their current position in the Agency. It is meant for use in making recommendations for reclassification in cases where there is a permanent and substantial change of duties or to examine the job duties of the Employee in order to determine if it is the proper job classification in the current collective bargaining agreement. Bargaining unit members are only allowed to apply for reclassification once per year. The furthest a reclassification review can extend will be back to date of the ratification of this collective bargaining agreement.
- (b) Employees will not be allowed to add duties to their position without written approval from their Supervisor, Human Resource Director, and Executive Director. A new Letter of Employment will be written as to document the change in a pay rate, job description, and length of assignment of such added duties.
- (c) Employees who believe they have grounds for reclassification must request a reclassification form and copy of their current job description along with the proposed job description (if applicable) from the Human Resources Office and follow the guidelines for reclassification as listed below.
- (d) If the reclassification request is approved, the Employee will receive a new Letter of Employment indicating the change in pay rate and job description. The new rate of pay will be reflected in their immediate next paycheck following the approval from the Agency.
- (e) When an employee is promoted or reclassified to a position in a classification with a higher maximum pay rate, they shall be placed on an actual step in the new range that will provide a minimum of a two and a half percent (2.5%) increase, or to the minimum of the new range. The Employee's immediate next paycheck following the start date of additional duties will reflect the higher pay range.

### **Section 18.2 Guidelines for Reclassification Request.**

- (a) Reclassification upward requested by Employee(s):  
If any Employee is performing duties of a higher pay range bargaining unit position on a permanent basis (meaning longer than a total of 6 months, not necessarily consecutive, within a 2-year period), that Employee is eligible for reclassification up to the higher pay range and classification which best fits their job duties. Should they wish to reclass, they will fill out and turn in a reclassification form and a copy of their current job description along with the proposed job description (if applicable) from the Human Resources Office, along with the guidelines for reclassification.
- (b) Reclassified Employees' immediate next paycheck following the start date of reclassification will reflect the higher pay range.

(c) Lateral Reclassification requested by the Employee(s):

Same as reclassification up, except there will be no increase in pay if the reclassification is implemented.

Section 18.3 Working Out of Class.

- (a) Employees who agree to working newly added duties not covered by their current classification must be provided a Work Out of Classification form. The form must be signed by the Supervisor, Human Resource Director, and Executive Director. Within 30 calendar days, the Agency will notify the Employee of its decision. The Employee will have the opportunity during the 30-day review period to present further information in support of the request as needed. Once approved, the Agency will provide the Employee with a copy of the final updated position description, as well as an estimated timeline of how long they will be assigned the newly added duties. If the Employee or Employer feel that this timeline must be extended, such an extension must be approved by the Employee, Program Director, Human Resources Director, and Executive Director no later than 30 days after the end date of the estimated timeline, or else the Employee will no longer be assigned the added duties.
- (b) An Employee assigned to perform the duties of a higher pay range bargaining unit position will be paid at the corresponding range according to the FTE assigned to that position. The Employee will receive a Letter of Employment from the Executive Director detailing the date the additional duties will begin and what additional duties are assigned and their adjusted pay rate BEFORE the Employee begins to perform the newly added duties.
- (c) For Working Out of Class due to staff reductions, layoffs, or budget restrictions, refer to Article 10, Layoff and Recall, Section 1(h).

Section 18.4 Reassignment to Lower Classification.

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

**ARTICLE 19 - JOB VACANCY**

Section 19.1 Posting. The Employer will post job vacancies via email for a period of five (5) days, excluding Saturday, Sunday and holidays recognized by this Agreement, including all newly-created job or job vacancies within the bargaining unit. Job postings shall specify the minimum acceptable qualifications, full or part-time status, schedule and work site. All postings will represent a single opening. When there is more than one job vacancy for a particular position, additional postings will reflect the number of vacancies. All present employees who have applied for and meet the minimum qualifications for the job will be interviewed. The agency, in filling vacancies within the bargaining unit, shall give first consideration to applications from qualified employees currently on the payroll.

Section 19.2 Application. All employees covered by this Agreement that are eligible to apply for the posted job

vacancy may do so by submitting a letter of application and a current resume to the Employer. If a bargaining unit employee is not selected for the promotion or transfer, they will have the opportunity to discuss with the hiring supervisor why they were not selected for the position.

Section 19.3 Employee Input. Employees from similar job classifications will be provided the opportunity to participate in the interview and selection process of employee candidates.

Section 19.4 Promotional Trial Service Period. An employee awarded a job as provided in this Article will serve a trial service period of six (6) months for a professional employee and ninety (90) calendar days for all other employees. If the Employer determines that the employee is not performing satisfactorily in the new job, then the employee may be returned to their former job at any time during the trial service period. Any employee has the right to return to their former job, without explanation to the Employer, at any time during the trial service period.

Section 19.5 New Positions. In the event that new job classifications are established by the Employer during the term of this Agreement and such jobs may reasonably be filled by bargaining unit employees, the Union officers (President, Vice President, Chief Steward, and Secretary/Treasurer) and notice@seiu503.org, shall be provided advance notice of the proposed wage scale and other applicable benefits or working conditions to be applied. If the Union disagrees with the Center's proposal it may pursue bargaining over the issue(s). The Center may fill the position on a provisional basis while negotiations are in progress with the understanding that any agreement subsequently reached will be applied retroactively.

## **ARTICLE 20 - HOURS OF WORK/OVERTIME/PAYDAY**

Section 20.1 Pay Days. The normal pay period shall extend for a month. Pay day will be the last business day of the month. Employees may draw twenty percent (20%) of gross monthly salary to be paid on the 15<sup>th</sup> of the month. Employees may be advanced up to fifty percent (50%) of gross salary earned to date, less any other draw pay or salary previously advanced, no more than twice a year.

Teachers may individually elect to receive their annual compensation on eleven (11) or twelve (12) equal monthly payments by submitting their request in writing to the Agency's Payroll Office prior to the end of the preceding school year. In the absence of such written request, twelve (12) payments will be deemed to have been selected. The method of payment selected by a teacher cannot be changed during the course of the school year. The calendar year will start August 1st and run through July 31st of the following year. Teachers who sign the return to work form but do not return to work in August acknowledge that the Agency has the right and will retroactively terminate benefits to June 30th and any benefit used in July will be the responsibility of the teacher to pay out of pocket due to coverage ending. Any wages paid in the month of August for the upcoming contract year would need to be repaid to the agency.

### Section 20.2 Overtime.

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

Section 20.3 Recoupment of Wage and Benefit Overpayments.

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

Section 20.4 Exchange Time. Exchange time must have approval from the employee’s supervisor. An exempt employee will keep his supervisor informed about the number of hours in excess of regularly scheduled hours accumulated each month, or more frequently, as may be determined by a supervisor on a case-by-case basis. The supervisor and the employee will work out a plan to use approved exchange time. The Center will not arbitrarily deny employees' requests for use of exchange time.

Section 20.5 Trade Time. Employees within the same classification and team may be allowed to trade days off, with prior permission from their supervisor. Trading days and requests for days off will not be unreasonably denied.

Section 20.6 Meals and Breaks.

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

Section 20.7 Job Sharing. Applications to job share shall be approved or denied at the discretion of the Center.

**ARTICLE 21 - HOLIDAYS**

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

- Independence Day
- Juneteenth
- Labor Day

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

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

**ARTICLE 22 – PAID TIME OFF (PTO)**

Section 22.1 Paid Time Off (PTO) Eligibility. Employees will take the scheduled breaks as per the Agency, and cannot go into a deficit unless approved by the program director. PTO will be defined by the following groups and related annual PTO amounts:

Group I

- (a) Fifteen (15) days and additional salaried days on designated breaks as per the school calendar (winter and spring break).
- (b) Eligible to accrue one (1) extra paid vacation day after each successfully completed year of employment, up to a maximum of ten (10) extra days after ten (10) years of continuous employment.

Group II

- (a) Twenty (20) days
- (b) Eligible to accrue one (1) extra paid vacation day after each successfully completed year of employment, up to a maximum of ten (10) extra days after ten (10) years of continuous employment.

Group III

- (a) Not eligible for PTO.

Group IV

- (a) Five (5) days and additional salaried days on designated breaks as per the school calendar (winter and spring break).

Section 22.2 Position Eligibility. The following positions will have PTO in accordance with the above classifications:

Group I

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

Group II

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

Group III

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

Group IV

1. Teacher

Section 22.3 Scheduling. PTO may be used by an employee for any purpose they desire but shall be taken at times mutually agreeable to the Agency and the employee. PTO requests shall be submitted by the employee to their Supervisor in advance. The Agency will approve or deny the request within a reasonable period of time. Denials will be based on agency requirements.

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

Section 22.4 Unused PTO & Termination.

- (a) The accrual period for PTO is from January 1 through December 31 of each year. Unused PTO accruals will be carried over into the next accrual period and will not exceed two hundred and fifty (250) hours.
- (b) Supervisors will work with employees who exceed two hundred (200) hours and develop a plan to utilize unused PTO.
- (c) Employees may accrue no more two hundred and fifty (250) hours of PTO at any point. Employees who are currently above this amount will not accrue PTO until PTO falls below the two hundred fifty (250) hour threshold. Upon ratification, employees who have over two hundred fifty (250) hours accrued may elect to have the excess hours paid out (payout shall bring employees to the new two hundred fifty [250] hour threshold).
- (d) Upon termination of employment with the Center, unused PTO will be paid out to the employee. In recognition of the fact that PTO is credited on a prospective basis, if employment with the Center is terminated, the final pay shall be reduced by the value of any PTO taken off in excess.

Section 22.5 Prorated Leave. Employees working less than one (1) FTE will have PTO prorated to concur with their FTE. Employees working less than .75 FTE are not eligible for PTO accruals.

**ARTICLE 23- SICK LEAVE**

Section 23.1 Accrual. Sick leave shall be credited to the employee's account in the amount of one (1) day per month, except for Teachers who earn 1.2 days of sick leave per month, not to exceed twelve (12) days per year. Part-time employees shall be credited with sick leave on a prorated basis, based upon the

relationship their regularly scheduled work week bears to a full-time employee who works in the same classification and job assignment. Part-time employees may accrue a maximum number of days of sick leave according to the employee's FTE.

Section 23.2 Utilization. Employees who have earned sick leave shall be eligible for sick leave for any period of absence from employment that is due to the employee's illness, bodily injury, disability, necessity for medical or dental care, exposure to contagious disease, attendance upon members of employee's immediate family (employee's parents, wife, husband, domestic partner, children, brother, sister, grandmother, grandfather, son-in-law, daughter-in-law, or any other member of the immediate household) where the employee's presence is required because of serious illness or death in the immediate family of the employee or the employee's spouse or domestic partner. The Agency will require that the employee make other arrangements within a reasonable period of time, when the employee's absence is due to attendance with their children or other persons in the employee's care.

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

The Agency will allow eligible employees to transfer a portion of their accumulated sick leave to a Hardship Leave pool as described in Section 23.6.

Section 23.3 Physician Certification. An employee who is absent five (5) or more consecutive days will be required to furnish a statement from their attending physician that the illness, injury or disability prevented the employee from working and certification of fitness to return to work. If the Center has reason to believe that sick leave is being abused or that the employee may not be fit to return to work, a physician's certification of illness and/or of fitness to return to work may also be required for absences of less than five (5) days.

Section 23.4 Workers' Compensation. Employees who sustain an injury or illness compensable by Workers' Compensation, may be paid the difference between their regular salary and compensation benefits for the time they are absent from work for a period up to their accumulated sick leave. The hours of accumulated sick leave may be deducted from the employee's sick leave account in proportion to the regular salary paid to the employee, upon the employee's request.

Section 23.5 Termination of Employment. An employee is not paid for accumulated sick leave upon termination of employment under any circumstance.

Section 23.6 Hardship Leave. The Hardship Leave pool is a donation-based leave pool that allows an employee, meeting the criteria below, to apply for any or all of this leave, if they have an OFLA qualifying condition as defined by the Bureau of Labor and Industries.

To be eligible to receive Hardship Leave, the employee must have successfully completed their initial twelve (12) month trial service period and have exhausted all accumulated leave.

All employees will be allowed to donate their sick leave between January 1 through January 15 of each year. The Employer will notify all employees of their ability to donate their sick leave to the Hardship Leave pool in mid-December of the previous year. The donated days of sick leave will be available to use for the remaining twelve (12) months. On December 31 of the same year, any leave remaining will be eliminated from the Hardship Leave pool. Employees who donated a day will not have any unused sick leave returned to them, nor can the recipient of sick leave days be paid for any unused days.

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

Application for Hardship Leave shall be in writing and submitted to the Executive Director for approval. The Agency may request a statement from the health care provider to verify the request.

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

## **ARTICLE 24 - OTHER LEAVE**

### **Section 24.1 Leave Requests.**

- (a) All leaves of absence shall be requested in writing on a form provided by the Employer, except in the case of a legitimate emergency preventing the employee from doing so. The Employer will not unreasonably deny employees' requests for leaves of absence.
- (b) Paid and unpaid leave for the following shall be in accordance with applicable state and federal law:
- care for family member;
  - employee's own serious health condition;
  - birth, adoption or placement of foster child; and
  - military service.

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

### **Section 24.2 Paid Leave.**

(a) Types of Medical Leave. Riverview Center for Growth (RCG) complied with the Oregon Family Leave Act (OFLA), the federal Family and Medical Leave Act (FMLA), and Paid Leave Oregon. Eligible employees are entitled to protected leave for qualifying family and medical reasons under these laws.

1. Eligibility. An employee may be eligible for family or medical leave if they meet the eligibility criteria under applicable law:
  - **Paid Leave Oregon:** An employee qualified if they have at least \$1,000 in wages in the year prior to their claim, regardless of length of service with RCG or hours worked.
  - **OFLA:** Employee must have been employed by RCG for at least 180 calendar days and worked an average of at least 25 hours per week.
  - **FMLA:** Employee must have worked for RCG for at least 12 months and at least 1,250 hours during the preceding 12 months.
2. Covered Family Members. Under Paid Leave Oregon, family members include:
  - Child (biological, adopted, foster, step, legal ward, or someone for whom the employee stands in loco parentis) or child's spouse or domestic partner

- Spouse or domestic partner
- Parent or parent’s spouse or domestic partner, parent-in-law, or parent of a domestic partner
- Sibling, step-sibling, or their spouse or domestic partner
- Grandparent, or grandparent’s spouse or domestic partner
- Grandchild or grandchild’s spouse or domestic partner
- Any individual related by blood or affinity whose close association is the equivalent of a family relationship

3. Qualifying Reasons for Leave. Employees may take leave for:

- The employee’s own serious health condition
- Caring for a family member with a serious health condition
- Bonding with a new child (birth, adoption, or foster placement)
- Safe leave (domestic violence, harassment, sexual assault, or stalking situations)
- Military family leave

\*“serious health condition” includes an illness, injury, impairment, or condition requiring inpatient care or continuing treatment by a healthcare provider. A serious health condition can be physical, mental, or both.

4. Length of Leave.

Paid Leave Oregon: Up to 12 weeks per benefit year (plus 2 additional weeks for pregnancy-related medical leave).

- OFLA and FMLA: Up to 12 weeks per year, with some extensions depending on the situation (e.g. parental leave).
- Leave under Paid Leave Oregon, OFLA, and FMLA may run concurrently when eligible.

5. Pay During Leave

- Employees may receive wage replacement directly through Paid Leave Oregon benefits, administered by the Oregon Employment Department.
- For Paid Leave Oregon, employees may also choose to use accrued vacation, sick leave, or other paid time off to supplement benefits, in accordance with RCG policies.
- All other medical leave, employees may use accrued vacation, sick leave, or other paid time off to

supplement benefits, in accordance with RCG policies.

6. Benefits and Job Protection

- While on protected leave, employees are entitled to continue group health benefits on the same terms as if they were actively working.
- Upon return, employees will be reinstated to the same or an equivalent position, consistent with Paid Leave Oregon, OFLA, and FMLA requirements.
- Job protection applies regardless of whether RCG has secured a replacement.

7. Notice and Documentation

- Employees must provide 30 days' advance notice when leave is foreseeable. If not possible, notice must be given as soon as practicable.
- Medical certification or verification may be required to support the need for leave, consistent with the applicable law.

8. Coordination of Leave Laws

Because employees may qualify for Paid Leave Oregon, OFLA, and/or FMLA at the same time, RCG will coordinate leave entitlements to ensure compliance while avoiding duplication.

- (a) Witness/Jury Duty. When an employee is called for jury duty or subpoenaed to appear in court as a witness or in connection with their duties on the job, they will be paid the difference between their regular salary and the amount of jury pay. However, if they transfer all compensation, less mileage and meal allowances, received from the court to the Center, they shall receive their regular compensation for the time covered by the absence. Time not worked because of such service will not affect vacation or sick leave accrual. The foregoing shall not apply if the employee is a party in interest to the proceeding or is serving as a witness against the Center or on behalf of the Union. In such instance, leave of absence without pay will be provided. If the employee is released from such service at a time which would allow them to return to work by the end of their scheduled meal period, they shall be expected to return to work.
- (b) Bereavement Leave. Employees will be granted up to three (3) paid days of necessary time off to discharge the customary obligations arising from a death in the employee's family. The employee's family shall be the immediate family and immediate family of the spouse or domestic partner.
- (c) Professional Leave of Absence with Pay. Professional meetings and conferences are approved by the Executive Director. Up to ten (10) days (80 hours) per year may be paid to an employee after completion of their probationary period if training is relevant to the employee's position. Approval of leave is subject to current workload and suitable replacement. Reimbursement for registration, fees and travel shall be in accordance with Article 11, Section 4 of this Agreement, and may be paid by the Staff Development Committee in accordance with Committee policies.

### Section 24.3 Unpaid Leave

- (a) Education Leave. After a period of continuous, satisfactory employment at the Center, an employee is eligible for leave of absence without pay or other benefits for continued education or personal growth pursuits in the following manner: After two (2) years, an employee is eligible for up to three months leave; after three (3) years, an employee is eligible for up to one (1) year leave. All such leave is granted at the sole discretion of the Center and if granted is further contingent upon the ability of the Center to retain a suitable replacement. During the period of any such leave the employee shall not enter into employment with another employer unless prior written approval to do so was specified in the leave application. Any employee found to have violated the above restriction on employment shall forfeit all rights to reemployment with the Center.
- (b) Supplemental Child Care Leave. Additional child care leave following the birth or adoption of a child if approved, shall be granted for an aggregate total, including all such leave available under Section 4 of this Article above, of twelve (12) months. Such leave shall be without pay or benefits and unless requested to deal with an ill or disabled child must be applied for prior to the birth or adoption of the child. By mutual agreement, the period of leave may be shortened or extended
- (c) Extended Medical Leave. In addition to sick leave and any leave available under Section 4 of this Article above, an employee shall upon request be granted a non-paid and without benefits leave of up to six (6) months for necessary time off due to their personal disability. As a condition of granted such leave, the Center may require a physician's certification of disability and may also require a physician's certification of fitness to return to work.
- (d) Union Leave. A leave of absence may be granted to an employee to accept a full-time position with the Union for a period of up to one (1) year. Not more than one (1) employee may take such leave at any time. No compensation or benefits shall be paid for any period of Union leave, but seniority shall continue to accrue. Union leave may be extended for an additional year by mutual agreement between the Union and the Employer.

## **ARTICLE 25 - BENEFITS/RETIREMENT**

Section 25.1 Health, Dental and Vision. The Center will continue to provide health, dental and vision insurance. If changes in the existing health plan are contemplated, the Union and the Center will meet at least forty-five (45) days prior to the effective date of any changes to discuss plan options and impacts on the bargaining unit.

### Section 25.2 Tax Deferred Annuity Contributions/Retirement.

- (a) Voluntary Employee Deferrals: Employees have the option to contribute to a tax-sheltered annuity by a salary reduction agreement starting on the first day of employment. Employees can make changes to the amount of contributions twice per year.
- (b) Employer Contributions. After the employee has completed twelve (12) continuous months of employment, the Employer will match a contribution of up to three percent (3%). After three (3) years of plan participation, the agency will make annuity contributions as follows:

Years of Employee Participation in Plan

3+ years 1% of the salary paid to the Participant by the Employer

4+ years 2% of the salary paid to the Participant by the Employer

- 5+ years 3% of the salary paid to the Participant by the Employer
- 6+ years 4% of the salary paid to the Participant by the Employer
- 7+ years 5% of the salary paid to the Participant by the Employer

In addition to the contribution schedule outlined above, the Employer will continue to match an additional contribution of up to three percent (3%).

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

## **ARTICLE 26 - COMPENSATION**

### **Section 26.1 Cost of Living.**

- (a) Effective January 1, 2026 all employees will receive a 3% annual cost of living allowance on the anniversary of their date of hire.
- (b) Effective January 1, 2027 all employees will receive a 3% annual cost of living allowance on the anniversary of their date of hire. The increase will be applied to all rates in the salary scales.

### **Section 26.2 Salary Steps.**

- (a) Effective January 1, 2027, employees shall receive an annual step increase on the anniversary of their date of hire for the year of 2027.
- (b) Individual step increases may be granted or requested on an individual basis. An employee may request a step increase by notifying their direct supervisor, using the Step Increase/Training form as described below. All requests will be reviewed by the Joint Labor Management Committee/CODES. All requests will be responded to by both the supervisor and Human Resources director. Management agrees to provide a report on the agenda to the Labor Management Committee of steps that were awarded in the previous quarter. The Labor Management Committee will create a form, called a 'Step Increase/Training form,' for staff to submit prior to starting any desired training and/or a request for a step increase. The form will include whether the completion of this training will result in any steps. The Labor Management Committee shall maintain a list of all current applicable certifications/licensures recognized by the Agency as relevant to the employee's job duties. Within one-hundred and twenty days of the execution of this agreement, the parties shall establish a list of certifications/licenses via the JLMC that once obtained, would provide for an automatic step increase above any other step increase provided for in this contract.

Section 26.3 Wage Equity Review. The Labor Management Committee shall identify and address any existing wage variances (including, but not limited to, variances due to length of service, years of experience, degrees held, etc.).

Section 26.4 Longevity Bonus. Effective January 1, 2026 and through the life of this agreement all employees will receive a longevity bonus every three (3) years. This amount will be equivalent to \$250 for each year of service capping at \$5,000..

## ARTICLE 27 – DISCIPLINE

Section 27.1 Representation. The employee shall have the right to have a Union Steward or Union representative present during any investigatory meeting that might reasonably be expected to result in disciplinary action up to and including termination of employment. When a Union Steward or Union Representative is present their role shall include the following:

- (a) The Union Steward or Union representative may inquire, at the outset of the interview, regarding its purpose, including inquiring about the general subject matter of the questioning to follow.
- (b) During the questioning of the employee by the Employer, the Union Steward or Union representative may participate only to the extent of seeking clarification of questions.
- (c) After the Employer has completed the questioning of the employee, the Union Steward or Union representative may ask the Employee questions designed to clarify previous answers or to elicit further relevant information.
- (d) Before the end of the meeting, the Union Steward or Union representative may suggest to the Employer other witnesses to interview and may describe relevant practices, prior situations, or mitigating factors that could have some bearing on the Employer's deliberations concerning discipline.

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

Section 27.2 Just Cause. Except as provided elsewhere herein for trial service period employees, no employee shall be given a written reprimand, suspended without pay, demoted, or terminated from employment without just cause.

Section 27.3 Work Rules. The Employer agrees that no new written work rules that would constitute a change in wages, hours, benefits or working conditions will be introduced during the term of this Agreement without meeting and conferring with the Union in advance.

### Section 27.4 Definitions

**Support Plan** – Support Plans are not disciplinary. Any use of employee support plans will be in writing and will include but not limited to goals, expectations, clearly defined benchmarks to measure progress, and reasonable timeframes, not to exceed six (6) months to meet the goals. Support plans will be in effect for a reasonable period of time to achieve the goals and reviewed with the employee no less than monthly or more frequently if required or requested. Goals, expectations, and/or benchmarks that are met by the employee may be mutually agreed upon to be removed from the support plan. Once all identified goals have been met the support plan will no longer be in effect.

**Performance Improvement Plan** – The purpose of this Performance Improvement Plan (PIP) is to formally address performance concerns and provide the employee with a structured opportunity to improve. This plan outlines specific performance expectations, offers support and resources, and sets a timeline for achieving measurable improvement. The ultimate goal is to help the employee succeed in their role and meet the standards required for continued employment. The PIP will be in effect for no more than six (6) months.

A Performance Improvement Plan is a corrective, formal action for individual employee underperformance, whereas a support plan is a proactive management tool.

Section 27.5 Progressive Discipline. Informal feedback shall not be considered progressive discipline. The Center agrees to apply progressive discipline principles when applicable. Progressive discipline shall be given as soon as practicable but not later than thirty (30) calendar days of the Employer being made aware of the incident. Employees shall be made aware that they are being disciplined.

The Steps of Progressive Discipline are::

Step 1: 1<sup>st</sup> warning – Verbal Warning – documented in Credible using the disciplinary action form with the employee’s signature or the manager’s signature if the employee refuses to sign.

Step 2: 2<sup>nd</sup> warning Documented Written Reprimand documented in Credible with employee signature or manager’s signature if employee declines to sign it. A Performance Improvement Plan, will also be issued concurrently. Performance Improvement plans shall include an employee signature or manager’s signature if employee declines to sign it. Employees will have the right to attach a written response to their performance improvement plan.

Step 3: 3<sup>rd</sup> Warning Written Reprimand with a PIP update – documented in Credible with PIP signed by the employee or manager’s signature if employee refuses to sign. Employees will have the right to attach a written response to the performance improvement update.

Step 4: The following may be considered: Suspension Without Pay, Demotion, or, if warranted, Termination of Employment.

Except for offenses so serious as to warrant immediate termination, the Employer will apply the principles of progressive discipline when issuing Corrective Action. The principles of progressive discipline shall be used except when the nature of the problem requires more serious immediate Corrective Action.

Within ninety (90) days of the contract going into effect, the parties, through the LMC, shall establish a standard progressive disciplinary form, that shall be used for progressive discipline going forward. This form will contain the Weingarten clause that appears at the end of this contract.

Section 27.6 Privacy. All disciplinary issues will be addressed confidentially and professionally.

Section 27.7 Personnel Files. The Employer agrees to give copies of all evaluations and disciplinary actions to employees and will allow employees to see their personnel files upon request. Employees will have the right to attach a written response to their evaluations.

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

Section 27.8 Notice. With the employee’s written approval, The Agency shall furnish the Union via [notice@seiu503.org](mailto:notice@seiu503.org) and the Local Union President with copies of any disciplinary actions taken against bargaining unit employees within five (5) business days.

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

Waivers will be given to the Union via [notice@seiu503.org](mailto:notice@seiu503.org) and Local Union President within five (5) business days. The waiver will include the employee’s name, the level of the discipline, the employee’s signature and a statement indicating that they are waiving their right to representation by SEIU Local 503 in this particular matter.

## **ARTICLE 28 - GRIEVANCE-ARBITRATION**

**Section 28.1 Definition.** A grievance is defined as any dispute concerning the application, or interpretation of the Agreement and/or any dispute concerning wages, hours, benefits, or working conditions.

**Section 28.2 Procedure.** Before proceeding to Step 1 of the grievance procedure, the employee(s) will, with a union steward present, meet with the immediate supervisor informally to discuss and attempt to resolve the matter. The supervisor shall be advised that the issue under discussion is a grievance.

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

Expenses for the arbitrator's services and the proceedings, excluding the cost of a transcript, shall be borne equally by the parties. If either party requests a transcript, the requesting party will provide a copy at no cost to the other party. However, each party shall be completely responsible for the cost of preparing and presenting its own case, including compensating its own representatives and witnesses.

**Section 28.3 Time Limits.** Any or all time limits specified in this Article may be waived in writing by mutual consent of the parties. Failure to submit the grievance in accordance with these time limits without such waiver shall constitute abandonment of the grievance. Failure by the Center to submit a reply within the specified time will constitute a rejection of the grievance at that step.

**Section 28.4 Board.** Either party may request the chair of the personnel committee of the Board of Directors to participate in any step of the grievance procedure. A copy of the Union's request will be sent to the Executive

Director. The chair of the Board's subcommittee on personnel or designee shall have the right to choose to participate or not to participate in the grievance meeting.

Section 28.5 Discharge or Suspension without Pay. Any grievance challenging a discharge or suspension without pay shall be filed at Step 2 within the time limit specified for Step 1 (21 days) and then proceed through the grievance/arbitration procedure.

## **ARTICLE 29 - SAVINGS CLAUSE**

Section 29.1 Savings. The provisions of this contract are declared to be severable. If any provision is found by a Court of competent jurisdiction, to be in violation of any federal, state, or city law, such decision shall not affect the validity of any of the remaining provisions of this Agreement. The provision found to be in violation will be negotiated at the request of either the Union or the Center in an effort to agree to an alternative provision.

Section 29.2 Contract Modifications. If this Agreement should be modified or amended in any respect during its term, such modifications or amendment must be set forth in writing and executed by the duly authorized agents of the Employer and the Union.

## **ARTICLE 30 – SUCCESSORSHIP**

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

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

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

## **ARTICLE 31 – TRAVEL EXPENSES**

When an employee is required to use their personal vehicle for business of the agency, they shall be reimbursed for mileage at the current IRS rate as of January 1 of the current year of the contract.

Employees incurring damage to their vehicle, while traveling for business of the agency, will be compensated up to \$300.00, providing the accident was no fault of the employee.

## **ARTICLE 32 – BILLABLE HOURS**

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

### **Section 32.1 Salary and Commission**

- (a) Therapists are salaried at the appropriate “Step” on the Professional II or III salary scale according to their respective classification.
- (b) The monthly base salary is based on the annual base salary divided by twelve (12).
- (c) The full-time expectation for Outpatient therapist billing is twenty-three (23) hours a week.
- (d) The billing requirements for Behavioral Support Specialists in Outpatient are twenty-two (22) hours per week.
- (e) Licensed therapists will be able to earn additional money at a rate of 15% of what the agency is reimbursed for private insurance clients as long as they have met their billing requirements for the month, and they are an approved panel provider. (See example A in Appendix C.)
  - 1. If the licensed therapist bills private insurance over their billing requirement for the month, the licensed therapist will receive 40% of the reimbursement collected above the billing requirement by the agency. (See example B in Appendix C.)
  - 2. The agency will pay out money owed within 90 days of receipt of the provided service payment.
  - 3. The billing obligation will be adjusted to reflect hours actually worked for the month. Paid leave will reduce the billing obligation. (See example C in Appendix C.)

Section 32.2 Fee for Service Staff Incentive Compensation. Billable hours worked above the billing obligation will be compensated at “the bonus rate” (calculated as the therapist’s daily rate divided by their daily billing obligation times 1.5). Those eligible for this bonus compensation include:

- 1. Full-time OP therapists and OP behavioral support specialists.
- 2. Therapists and behavioral support specialists who partially bill fee-for-service, and partially are engaged in other duties through the Center (ex. Supervisory duties, administrative and case management duties, etc.)
- 3. Therapists and behavioral support specialists who work less than one (1) FTE will be eligible. If their hours consistently reach one (1) FTE for three consecutive months, supervisors will discuss increasing their FTE. The amount of overbilling that will be received for all staff under one (1) FTE will be limited to no more than 15% of their billing obligation.

Paid time off, sick time, and holidays reduce therapist’s and behavioral support specialist’s billing obligation for the month (for example: two [2] holidays will reduce therapist’s billing obligation by two [2] full days: Monthly billing obligation: 101.2 hours – 9.2 hours [2 holidays] = 92 hours billing obligation for the month).

Section 32.3 Billing Credit

- (a) Therapists must submit written requests for approval to attend trainings before the training date in order to receive billing credit (rate consistent with 20% of their weekly billing obligation per each day of training time, not to exceed 1.0 FTE) for time spent at the training.
- (b) Therapists who are designated less than one (1) FTE will receive the same billing credit as full-time employees for mandatory all-day Employer trainings (ex. MANDT, the annual retreat), given that they attend the full day’s training.

Section 32.4 Supplies. Outpatient therapists will be reimbursed for the purchase of prior approved consumable supplies used during the normal course of their work with clients. Outpatient therapists will submit any receipts along with a reimbursement form to be signed by the Outpatient Supervisor.

### **ARTICLE 33 – CRISIS RESPONSE**

Section 33.1 Classification. Employees may be hired into standalone “Crisis Response Worker” positions under Classification III. Employees who perform crisis response work in addition to their regular job duties in a different job classification shall not be classified as “Crisis Response Workers.”

Section 33.2 Shift Requirements. Regardless of classification, all employees performing crisis response work are expected to be “on-call” per the on-call schedule. The following expectations apply while an employee is working an “on-call” shift:

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

Section 33.3 Compensation. Employees shall be compensated for on call availability at a rate of \$100.00 per regular “on call” shift, \$150.00 per 24-hour shift, and \$200.00 per Holiday shift. Employees who work on an observed and/or actual holiday will be compensated at the Holiday rate for any hours worked. If an employee responds to a crisis call, either by phone or in person, or otherwise performs crisis work during a shift, the employee will be compensated at the approved QMHA and QMHP budgeted rate, in addition to the base on call compensation. Crisis workers will be paid the previously mentioned hourly rate to complete necessary paperwork and trainings.

### **ARTICLE 34 - TERM OF AGREEMENT**

Section 34.1. This Agreement shall become effective upon execution by the parties, except as specified herein, and shall remain in full force and effect through December 31, 2027.

Section 34.2. The Union shall give notice in writing to the Employer, within ninety (90) to one hundred twenty (120) days of the expiration of the Agreement, of its intent to negotiate a renewal Agreement.

All parties agree to commence bargaining six (6) months before the expiration of this contract. The purpose for this is to try to complete the bargaining process prior to expiration date to reduce the financial burden of backdating any financial agreements.

**SIGNATURES**

<b>For SEIU Local 503, OPEU</b>	<b>For Riverview Center for Growth</b>
<p>Gagan Gill <i>Gagan Gill</i> 03/04/26 _____ Tedesco Law Group</p> <p>Melissa Unger <i>Melissa Unger</i> 3/31/2026 _____ Executive Director, SEIU Local 503 OPEU</p> <p>On behalf of the Union’s Bargaining Team: Tami Clayton, Bargaining Delegate Serena Collin, Bargaining Delegate Kimlyn Esser, Bargaining Delegate Jessica Magnani, Bargaining Delegate Karlis Tavernier, Bargaining Delegate Summer Trosko, SEIU Organizer</p>	<p>Meghan L. Melton, MSW <i>Meghan Melton</i> 03/02/26 <small>Meghan Melton (Mar 2, 2026 15:31:21 PST)</small> _____ Executive Director</p>

**APPENDIX B - WORK CATEGORIES/JOB TITLES**

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

<b>Admin Staff</b>			
Authorization Specialist	Non-exempt	II	Business Professional
Billing Clerk	Non-exempt	II	Business Professional
Records Clerk	Non-exempt	II	Business Professional
Office Assistant	Non-exempt	II	Business Professional
Accounting Clerk	Non-exempt	II	Business Professional
Cook	Non-exempt	I	Para-Professional

## APPENDIX C - OUTPATIENT/UNIT THERAPIST COMPENSATION EXAMPLES

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

Examples of how the Daily Hourly Rate is calculated:

OP 1 FTE Therapist Calculation = Total Salary/ 52 Weeks/ 5 days/ 4.6 daily billing obligation  
 OP .5 FTE Therapist Calculation = Total Salary/ 52 Weeks/ 5 days/ 2.3 daily billing obligation  
 Unit 1 FTE Therapist Calculation = Total Salary/ 52 Weeks/ 5 days/ 4.0 daily billing obligation  
 Unit .5 FTE Therapist Calculation = Total Salary/ 52 Weeks/ 5 days/ 2.0 daily billing obligation  
 OP/ Unit 1 FTE BSS Calculation = Total Salary/ 52 Weeks/ 5 days/ 4.4 daily billing obligation  
 OP/ Unit .5 FTE Calculation = Total Salary/ 52 Weeks/ 5 days/ 2.2 daily billing obligation

\* Only your assigned FTE for Fee for Service will be calculated for the daily rate

**Example A.** Therapist A is a full time 1 FTE Therapist in Outpatient. Therapist A is on a step 7 on the Professional II Scale with a salary of \$46,102. Therapist billing obligation for the month is 98.9 hours. Therapist billed 101.9 for the month (3 hours over the obligation).

Calculation for Bonus:

$\$46,102.00 / 52 \text{ weeks} / 5 \text{ days} / 4.6 \text{ daily billing obligation for OP therapist} = \text{Daily hourly rate } \$38.55.$

$\$38.55 \text{ (daily hourly rate)} \times 3 \text{ hours overbilling} \times 1.5 = \$173.47 \text{ bonus for the month.}$

**Example B.** Therapist B is a .25 FTE Outpatient Therapist and .75FTE Supervisor. Therapist B .25 FTE therapist is based on a step 7 on the Professional II Scale.  $\$46,102 \times .25 \text{ FTE} = \$11,525.50.$  Using the calculations in Example A and a monthly billing obligation of 24.72 (.25 x monthly 98.9):

$\$11,525.50 / 52 \text{ weeks} / 5 \text{ days} / 1.15 \text{ daily billing obligation for OP therapist} = \text{Daily hourly rate } \$38.55$

$\$38.55 \text{ (daily hourly rate)} \times 3 \text{ hours overbilling} \times 1.5 = \$173.47 \text{ bonus for the month.}$

**Example C.** BSS A is 1.0 FTE. The BSS A is on a step 5 of the Professional 1 scale with salary of \$35,106. BSS A has a billing obligation of hours for the month. BSS A bills hours for the month and has overbilled 3 hours over their obligation.

Calculation for Bonus:

$\$35,106 / 52 \text{ weeks} / 5 \text{ days} / 4.4 \text{ daily billing obligation for BSS A} = \text{Daily hourly rate is } \$30.68$

$\$30.68 \text{ (daily hourly rate)} \times 3 \text{ hours overbilling} \times 1.5 = \$138.06 \text{ bonus for the month.}$



# APPENDIX F - REQUEST FOR LICENSURE SUPERVISION FORM

*A Circle of Care for Children and Families*



## Request For Licensure Supervision And Financial Aid

Employee Name: \_\_\_\_\_

Your Supervisor's Name At Work: \_\_\_\_\_

Type/Name of License Being Sought: \_\_\_\_\_

Name of Person to Provide Licensure Supervision: \_\_\_\_\_

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

Length Of Time Anticipated To Achieve Licensure: \_\_\_\_\_

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Supervisor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### **Committee Use Only**

Committee Recommendation: Approved \_\_\_\_\_ Denied \_\_\_\_\_

Amount Approved: \_\_\_\_\_

List Any Conditions To Funding: \_\_\_\_\_

\_\_\_\_\_

Committee Person Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Executive Director Signature: \_\_\_\_\_ Date: \_\_\_\_\_

3995 Marcola Road, Springfield, Oregon 97477 541-726-1465 541-726-5085 Fax  
www.thechildcenter.org Outpatient 541-747-7734 541-343-2728 Fax

## Weingarten Rights

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

For Contract questions or concerns please contact our Member Resource Center at: 844-503-7348

Or email: [contact@seiu503.org](mailto:contact@seiu503.org)

Effective January 1, 2026 - December 31, 2026  
 (Reflects a 3% COLA effective January 1, 2026 on the anniversary date of an employee's date of hire)

Step	Professional I					Professional II			
	Outpatient/CPS	Day Treatment	IIBHT	CATS	THW	Outpatient	Day Treatment	IIBHT	CATS
25	\$75,443	\$81,245	\$83,276	\$83,276	\$79,263	\$98,489	\$106,062	\$108,712	\$108,712
24	\$73,604	\$79,264	\$81,244	\$81,244	\$77,329	\$96,087	\$103,475	\$106,061	\$106,061
23	\$71,809	\$77,330	\$79,263	\$79,263	\$75,443	\$93,743	\$100,951	\$103,475	\$103,475
22	\$70,056	\$75,444	\$77,329	\$77,329	\$73,603	\$91,457	\$98,489	\$100,950	\$100,950
21	\$68,348	\$73,604	\$75,443	\$75,443	\$71,809	\$89,226	\$96,087	\$98,489	\$98,489
20	\$66,681	\$71,809	\$73,604	\$73,604	\$70,056	\$87,049	\$93,743	\$96,087	\$96,087
19	\$65,055	\$70,058	\$71,809	\$71,809	\$68,348	\$84,927	\$91,457	\$93,742	\$93,742
18	\$63,468	\$68,349	\$70,056	\$70,056	\$66,681	\$82,855	\$89,226	\$91,457	\$91,457
17	\$61,921	\$66,681	\$68,348	\$68,348	\$65,055	\$80,834	\$87,049	\$89,226	\$89,226
16	\$60,410	\$65,055	\$66,681	\$66,681	\$63,468	\$78,863	\$84,927	\$87,049	\$87,049
15	\$58,937	\$63,469	\$65,055	\$65,055	\$61,919	\$76,939	\$82,855	\$84,927	\$84,927
14	\$57,499	\$61,921	\$63,468	\$63,468	\$60,410	\$75,062	\$80,834	\$82,855	\$82,855
13	\$56,097	\$60,411	\$61,921	\$61,921	\$58,937	\$73,232	\$78,863	\$80,834	\$80,834
12	\$54,728	\$58,937	\$60,410	\$60,410	\$57,499	\$71,446	\$76,939	\$78,863	\$78,863
11	\$53,393	\$57,499	\$58,937	\$58,937	\$56,096	\$69,703	\$75,062	\$76,939	\$76,939
10	\$52,091	\$56,097	\$57,499	\$57,499	\$54,728	\$68,003	\$73,232	\$75,062	\$75,062
9	\$50,820	\$54,729	\$56,097	\$56,097	\$53,393	\$66,344	\$71,446	\$73,232	\$73,232
8	\$49,581	\$53,394	\$54,728	\$54,728	\$52,091	\$64,726	\$69,703	\$71,446	\$71,446
7	\$48,372	\$52,091	\$53,393	\$53,393	\$50,820	\$63,147	\$68,004	\$69,703	\$69,703
6	\$47,193	\$50,821	\$52,091	\$52,091	\$49,581	\$61,607	\$66,344	\$68,003	\$68,003
5	\$46,041	\$49,581	\$50,820	\$50,820	\$48,372	\$60,105	\$64,726	\$66,344	\$66,344
4	\$44,918	\$48,372	\$49,581	\$49,581	\$47,192	\$58,639	\$63,147	\$64,726	\$64,726

3	\$43,822	\$47,193	\$48,372	\$48,372	\$46,041	\$57,208	\$61,607	\$63,147	\$63,147
2	\$42,753	\$46,041	\$47,193	\$47,193	\$44,918	\$55,814	\$60,105	\$61,607	\$61,607
1	\$41,711	\$44,918	\$46,041	\$46,041	\$43,822	\$54,452	\$58,639	\$60,105	\$60,105

Step	Professional III (Licensed)				Business Professional
	Outpatient	Day Treatment	IIBHT	CATS	
25	\$111,292	\$119,848	\$122,845	\$122,845	\$68,343
24	\$108,576	\$116,925	\$119,849	\$119,849	\$66,675
23	\$105,928	\$114,073	\$116,926	\$116,926	\$65,050
22	\$103,345	\$111,290	\$114,075	\$114,075	\$63,462
21	\$100,825	\$108,576	\$111,292	\$111,292	\$61,914
20	\$98,365	\$105,928	\$108,577	\$108,577	\$60,404
19	\$95,966	\$103,344	\$105,929	\$105,929	\$58,931
18	\$93,625	\$100,824	\$103,346	\$103,346	\$57,494
17	\$91,341	\$98,365	\$100,825	\$100,825	\$56,092
16	\$89,114	\$95,965	\$98,366	\$98,366	\$54,724
15	\$86,940	\$93,625	\$95,966	\$95,966	\$53,389
14	\$84,819	\$91,341	\$93,626	\$93,626	\$52,087
13	\$82,751	\$89,114	\$91,342	\$91,342	\$50,817
12	\$80,732	\$86,940	\$89,115	\$89,115	\$49,576
11	\$78,764	\$84,819	\$86,941	\$86,941	\$48,367
10	\$76,843	\$82,751	\$84,821	\$84,821	\$47,187
9	\$74,969	\$80,732	\$82,751	\$82,751	\$46,037
8	\$73,140	\$78,763	\$80,733	\$80,733	\$44,915
7	\$71,356	\$76,842	\$78,764	\$78,764	\$43,820
6	\$69,616	\$74,969	\$76,843	\$76,843	\$42,751
5	\$67,918	\$73,139	\$74,969	\$74,969	\$41,708

4	\$66,261	\$71,355	\$73,140	\$73,140	\$40,690
3	\$64,645	\$69,616	\$71,356	\$71,356	\$39,697
2	\$63,068	\$67,917	\$69,617	\$69,617	\$38,730
1	\$61,530	\$66,261	\$67,918	\$67,918	\$37,785

Step	Para-Professional	Bachelor + 68	Masters	Endorsement/SPED	PhD Education
25	\$67,703	\$104,930	\$108,889	\$112,945	\$151,629
24	\$66,052	\$102,371	\$106,233	\$110,189	\$147,931
23	\$64,441	\$99,874	\$103,642	\$107,502	\$144,323
22	\$62,869	\$97,438	\$101,114	\$104,880	\$140,803
21	\$61,335	\$95,062	\$98,648	\$102,322	\$137,368
20	\$59,840	\$92,743	\$96,242	\$99,827	\$134,017
19	\$58,380	\$90,481	\$93,895	\$97,392	\$130,749
18	\$56,956	\$88,274	\$91,604	\$95,016	\$127,560
17	\$55,566	\$86,121	\$89,370	\$92,699	\$124,449
16	\$54,212	\$84,020	\$87,191	\$90,438	\$121,413
15	\$52,889	\$81,972	\$85,064	\$88,232	\$118,452
14	\$51,599	\$79,972	\$82,989	\$86,080	\$115,563
13	\$50,341	\$78,021	\$80,965	\$83,980	\$112,745
12	\$49,113	\$76,118	\$78,990	\$81,932	\$109,995
11	\$47,916	\$74,262	\$77,064	\$79,934	\$107,312
10	\$46,747	\$72,450	\$75,184	\$77,984	\$104,694
9	\$45,606	\$70,684	\$73,350	\$76,082	\$102,141
8	\$44,494	\$68,960	\$71,561	\$74,227	\$99,649
7	\$43,408	\$67,278	\$69,815	\$72,416	\$97,220
6	\$42,351	\$65,637	\$68,113	\$70,650	\$94,849
5	\$41,317	\$64,036	\$66,451	\$68,927	\$92,535

4	\$40,309	\$62,474	\$64,831	\$67,246	\$90,277
3	\$39,326	\$60,950	\$63,249	\$65,606	\$88,076
2	\$38,368	\$59,464	\$61,707	\$64,005	\$85,928
1	\$37,431	\$58,014	\$60,201	\$62,444	\$83,832

Effective January 1, 2027 - December 31, 2027

(Reflects a 3% COLA effective January 1, 2027 on the anniversary date of an employee's date of hire. Employees shall receive an annual step increase on the anniversary of their date of hire. )

Step	Professional I					Professional II			
	Outpatient/CPS	Day Treatment	IIBHT	CATS	THW	Outpatient	Day Treatment	IIBHT	CATS
25	\$77,707	\$83,683	\$85,774	\$85,774	\$81,640	\$101,443	\$109,244	\$111,974	\$111,974
24	\$75,812	\$81,642	\$83,682	\$83,682	\$79,649	\$98,969	\$106,579	\$109,243	\$109,243
23	\$73,963	\$79,650	\$81,640	\$81,640	\$77,707	\$96,556	\$103,980	\$106,579	\$106,579
22	\$72,158	\$77,708	\$79,649	\$79,649	\$75,811	\$94,200	\$101,443	\$103,979	\$103,979
21	\$70,398	\$75,812	\$77,707	\$77,707	\$73,963	\$91,903	\$98,969	\$101,443	\$101,443
20	\$68,682	\$73,963	\$75,812	\$75,812	\$72,158	\$89,661	\$96,556	\$98,969	\$98,969
19	\$67,006	\$72,159	\$73,963	\$73,963	\$70,398	\$87,474	\$94,200	\$96,555	\$96,555
18	\$65,372	\$70,399	\$72,158	\$72,158	\$68,682	\$85,341	\$91,903	\$94,200	\$94,200
17	\$63,778	\$68,682	\$70,398	\$70,398	\$67,006	\$83,259	\$89,661	\$91,903	\$91,903
16	\$62,222	\$67,006	\$68,682	\$68,682	\$65,372	\$81,229	\$87,474	\$89,661	\$89,661
15	\$60,705	\$65,373	\$67,006	\$67,006	\$63,777	\$79,247	\$85,341	\$87,474	\$87,474
14	\$59,224	\$63,778	\$65,372	\$65,372	\$62,222	\$77,314	\$83,259	\$85,341	\$85,341
13	\$57,780	\$62,223	\$63,778	\$63,778	\$60,705	\$75,429	\$81,229	\$83,259	\$83,259
12	\$56,370	\$60,705	\$62,222	\$62,222	\$59,224	\$73,589	\$79,247	\$81,229	\$81,229
11	\$54,995	\$59,224	\$60,705	\$60,705	\$57,779	\$71,794	\$77,314	\$79,247	\$79,247
10	\$53,654	\$57,780	\$59,224	\$59,224	\$56,370	\$70,043	\$75,429	\$77,314	\$77,314
9	\$52,345	\$56,371	\$57,780	\$57,780	\$54,995	\$68,335	\$73,589	\$75,429	\$75,429

8	\$51,069	\$54,996	\$56,370	\$56,370	\$53,654	\$66,668	\$71,794	\$73,589	\$73,589
7	\$49,823	\$53,654	\$54,995	\$54,995	\$52,345	\$65,042	\$70,044	\$71,794	\$71,794
6	\$48,608	\$52,346	\$53,654	\$53,654	\$51,069	\$63,456	\$68,335	\$70,043	\$70,043
5	\$47,422	\$51,069	\$52,345	\$52,345	\$49,823	\$61,908	\$66,668	\$68,335	\$68,335
4	\$46,266	\$49,823	\$51,069	\$51,069	\$48,607	\$60,398	\$65,042	\$66,668	\$66,668
3	\$45,137	\$48,608	\$49,823	\$49,823	\$47,422	\$58,925	\$63,456	\$65,042	\$65,042
2	\$44,036	\$47,422	\$48,608	\$48,608	\$46,266	\$57,488	\$61,908	\$63,456	\$63,456
1	\$42,962	\$46,266	\$47,422	\$47,422	\$45,137	\$56,086	\$60,398	\$61,908	\$61,908

Step	Professional III (Licensed)				Business Professional
	Outpatient	Day Treatment	IIBHT	CATS	
25	\$114,630	\$123,443	\$126,530	\$126,530	\$70,393
24	\$111,834	\$120,432	\$123,444	\$123,444	\$68,675
23	\$109,106	\$117,495	\$120,433	\$120,433	\$67,001
22	\$106,445	\$114,629	\$117,497	\$117,497	\$65,366
21	\$103,849	\$111,834	\$114,630	\$114,630	\$63,772
20	\$101,316	\$109,106	\$111,835	\$111,835	\$62,216
19	\$98,845	\$106,444	\$109,107	\$109,107	\$60,699
18	\$96,434	\$103,848	\$106,446	\$106,446	\$59,218
17	\$94,082	\$101,316	\$103,849	\$103,849	\$57,774
16	\$91,787	\$98,844	\$101,317	\$101,317	\$56,366
15	\$89,548	\$96,434	\$98,845	\$98,845	\$54,991
14	\$87,364	\$94,082	\$96,435	\$96,435	\$53,650
13	\$85,234	\$91,787	\$94,083	\$94,083	\$52,342
12	\$83,154	\$89,548	\$91,788	\$91,788	\$51,063
11	\$81,127	\$87,364	\$89,550	\$89,550	\$49,818
10	\$79,148	\$85,234	\$87,365	\$87,365	\$48,603
9	\$77,218	\$83,154	\$85,234	\$85,234	\$47,418

8	\$75,335	\$81,126	\$83,155	\$83,155	\$46,263
7	\$73,497	\$79,147	\$81,127	\$81,127	\$45,135
6	\$71,704	\$77,218	\$79,148	\$79,148	\$44,034
5	\$69,956	\$75,333	\$77,218	\$77,218	\$42,959
4	\$68,249	\$73,496	\$75,335	\$75,335	\$41,911
3	\$66,584	\$71,704	\$73,497	\$73,497	\$40,888
2	\$64,960	\$69,955	\$71,705	\$71,705	\$39,892
1	\$63,376	\$68,249	\$69,956	\$69,956	\$38,918

Step	Para-Professional	Bachelor + 68	Masters	Endorsement/SPED	PhD Education
25	\$69,734	\$108,078	\$112,155	\$116,333	\$156,178
24	\$68,033	\$105,442	\$109,420	\$113,495	\$152,369
23	\$66,374	\$102,870	\$106,751	\$110,727	\$148,652
22	\$64,755	\$100,361	\$104,147	\$108,026	\$145,027
21	\$63,176	\$97,914	\$101,608	\$105,392	\$141,489
20	\$61,635	\$95,526	\$99,129	\$102,821	\$138,038
19	\$60,132	\$93,196	\$96,712	\$100,313	\$134,672
18	\$58,665	\$90,922	\$94,352	\$97,867	\$131,387
17	\$57,233	\$88,705	\$92,051	\$95,480	\$128,182
16	\$55,838	\$86,541	\$89,806	\$93,151	\$125,056
15	\$54,476	\$84,431	\$87,615	\$90,879	\$122,006
14	\$53,147	\$82,371	\$85,479	\$88,663	\$119,030
13	\$51,851	\$80,362	\$83,394	\$86,499	\$116,127
12	\$50,587	\$78,402	\$81,359	\$84,390	\$113,295
11	\$49,353	\$76,490	\$79,375	\$82,332	\$110,531
10	\$48,149	\$74,624	\$77,439	\$80,324	\$107,835

9	\$46,975	\$72,804	\$75,551	\$78,364	\$105,205
8	\$45,829	\$71,028	\$73,708	\$76,454	\$102,639
7	\$44,711	\$69,296	\$71,910	\$74,589	\$100,136
6	\$43,621	\$67,606	\$70,156	\$72,769	\$97,694
5	\$42,557	\$65,957	\$68,445	\$70,994	\$95,311
4	\$41,518	\$64,348	\$66,776	\$69,263	\$92,986
3	\$40,506	\$62,779	\$65,147	\$67,574	\$90,719
2	\$39,519	\$61,248	\$63,559	\$65,925	\$88,506
1	\$38,554	\$59,754	\$62,007	\$64,317	\$86,347





# 3.2.26 2025-2027 Riverview Contract FINAL Employer Sig Request with Wage Table

Final Audit Report

2026-03-02

Created:	2026-03-02
By:	Evan Paster (pastere@seiu503.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIGq0gMTDmrEsyPteiNtqA0JG_51RLx10

## "3.2.26 2025-2027 Riverview Contract FINAL Employer Sig Request with Wage Table" History

-  Document created by Evan Paster (pastere@seiu503.org)  
2026-03-02 - 10:48:41 PM GMT
-  Document emailed to Meghan Melton (mmelton@riverviewgrowth.org) for signature  
2026-03-02 - 10:48:50 PM GMT
-  Email viewed by Meghan Melton (mmelton@riverviewgrowth.org)  
2026-03-02 - 11:29:53 PM GMT
-  Document e-signed by Meghan Melton (mmelton@riverviewgrowth.org)  
Signature Date: 2026-03-02 - 11:31:21 PM GMT - Time Source: server
-  Agreement completed.  
2026-03-02 - 11:31:21 PM GMT






# 3.4.26 2025-2027 Riverview Contract Final GAGAN SigRequest

Final Audit Report

2026-03-05

Created:	2026-03-05
By:	Evan Paster (pastere@seiu503.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAQbvGNYwGibOkMJMJJoUDQXN2u3Ueq7n_

## "3.4.26 2025-2027 Riverview Contract Final GAGAN SigRequest" History

-  Document created by Evan Paster (pastere@seiu503.org)  
2026-03-05 - 0:19:08 AM GMT
-  Document emailed to Gagan Gill (gagan@tlglabor.com) for signature  
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-  Email viewed by Gagan Gill (gagan@tlglabor.com)  
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-  Document e-signed by Gagan Gill (gagan@tlglabor.com)  
Signature Date: 2026-03-05 - 0:21:27 AM GMT - Time Source: server
-  Agreement completed.  
2026-03-05 - 0:21:27 AM GMT