Collective Bargaining Agreement

Between

Central City Concern

Portland, Oregon

And

AFSCME Council 75, Local 88-1

AFL-CIO

CENTRAL CITY CONCERN

HOMES HEALTH JOBS

OREGON AFSCME LOCAL 88 AFL-CIO

TRANSFORMING THE WORKPLACE

July 1 2016- June 30, 2019

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Article 1. PREAMBLE

This Agreement is entered into by Central City Concern, Portland, Oregon, hereinafter referred to as the Employer and/or CCC, and Council 75, Local 88, of the American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter referred to as the Union.

The purpose of this Agreement is to set forth those matters pertaining to rates of pay, hours of work, fringe benefits, and other matters pertaining to employment consistent with the Employer's and the Union's mutual objective of providing ever-improved efficient, effective, and courteous services to the public.

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, sexual orientation, gender identity, marital status, race, color, creed, national origin, religion, political affiliation, source of income, family relations status, filing of worker's compensation claim, veteran's status, mental or physical disability or any other status protected under applicable local, state or federal non-discrimination law. Nothing in this section, however, shall prohibit actions taken because of bona fide job qualifications.

All reference to employees in this Agreement designates both sexes.

Except as otherwise required by law, regulation, or grant provisions, the parties agree as follows:

Article 2. DEFINITIONS

Days: for the purposes of this Agreement, "days" means "calendar days" unless otherwise specified.

Exempt Employees: Employees who are ineligible for overtime pay as provided for under the Oregon Law and the Fair Labor Standards Act. Generally, such employees are those occupying positions classified as executive, administrative or professional as defined by federal and/or state law.

FTE: The number of hours an employee is normally scheduled to work per week divided by forty (40). For example, the FTE for a forty (40) hour employee is 1.0; for a twenty (20) hour employee, 0.5.

Non-exempt Employees: Employees who are not exempt from over-time payment under Oregon law and the Fair Labor Standards Act. These employees are paid overtime in compliance with the Union Contract or applicable federal and/or Oregon regulations.

On-call employee (AKA Substitute Worker): Employees that do not have regularly scheduled work hours and substitute for regular full-time and part-time employees. They may also be called to work as an extra staff when needed. An excluded employee works to fill the position of an absent employee or to fill an open position. If the absent employee is severed from the payroll, the position filled by the on-call employee will be filled in accordance with the Labor Agreement. If an on-call employee works in the same job classification for one thousand (1000) hours or more and then is hired as a full-time or part-time employee in that job classification, s/he will have a three (3) month trial service period. The one thousand (1000) hours must be accrued within the preceding year of being hired into a regular full-time or part-time position. On-call employees must work at least one (1) shift within a six (6) month period in order to maintain their on-call status. If not, their employment will be administratively separated from CCC and they will be notified by HR. If an on-call employee would like to be reinstated as an on-call employee, they must submit an application and go through CCC's hiring process.

Regular Full Time Employee: An employee that is not an On-call, Trainee, or Temporary Employee. Regular full-time employees are eligible for employee benefits. Employees who have successfully completed the trial service period and are regularly scheduled to work thirty-two (32) hours or more per week.

Regular Part-Time Employees: Employees who have successfully completed the trial service period and are regularly scheduled to work less than 32 hours per week. Regular part-time employees working 20 or more hours per week are eligible for employee benefits on a prorated basis. Exception may apply to employees covered by the collective bargaining agreement.

Regular rate of pay: An employee's base rate. It does not include shift differential or overtime pay

Retiree: An employee who has given the Agency written notice that he/she is separating from employment service by retirement and that person has actually separated from service.

Seniority: Includes the continuous, cumulative time spent in all the represented positions an employee has held and is used to determine layoff, bumping and recall rights. Seniority is calculated using the rules found in Article 18.

Substitute Worker (AKA On-call employee): Employees that do not have regularly scheduled work hours and substitute for regular full-time and part-time employees. They may also be called to work as

an extra staff when needed. An excluded employee works to fill the position of an absent employee or to fill an open position. If the absent employee is severed from the payroll, the position filled by the on-call employee will be filled in accordance with the Labor Agreement. If an on-call employee works in the same job classification for one thousand (1000) hours or more and then is hired as a full-time or part-time employee in that job classification, s/he will have a three (3) month trial service period. The one thousand (1000) hours must be accrued within the preceding year of being hired into a regular full-time or part-time position. On-call employees must work at least one (1) shift within a six (6) month period in order to maintain their on-call status. If not, their employment will be administratively separated from CCC and they will be notified by HR. If an on-call employee would like to be reinstated as an on-call employee, they must submit an application and go through CCC's hiring process.

Temporary employee: An employee that is hired for position(s) that are defined as limited in time to six (6) months or less. Temporary employees are not members of the AFSCME Union and do not receive any contractual benefits unless mandated by law.

Trainee: An excluded employee who is hired by Business Enterprises for no longer than six (6) months. A trainee who works at least one thousand (1000) hours during his/her training period (not to include any other hours such as on-call) and is hired into a regular position within the Business Enterprises department shall serve a trial service period of three (3) months.

Trial Service Period: All new hires, except on-calls and trainees as noted above, shall serve a six month trial service period from the date they are hired into a regular position. The six month trial service period may be extended at the discretion of management. The Employer will provide a written performance review of all trial service employees at ninety (90) days and will provide another written performance review 45 days later.

Transfer Trial Service Period: A regular employee who transfers or is promoted to a different job classification serves a sixty (60) calendar day transfer trial service period. Bargaining unit employees who are promoted or accept transfer to another bargaining unit position shall be returned to their old position if they are unable to complete the transfer trial service. If the employee is receiving benefits at the point of transfer or promotion they do not lose any benefits during the transfer trial service period. An employee who transfers to another bargaining unit position may elect to return to their old position but must give notice of their decision to return no later than twenty-one (21) calendar days after their transfer. In the event a bargaining unit employee transfers to a non-union and/or non-managerial position and wishes to transfer back to previous position during the transfer trial service period, union will be notified and approval must be given.

Article 3. RECOGNITION

Section 3.01 The Employer recognizes AFSCME Council 75, Local 88, hereinafter referred to as the Union, as the sole and exclusive bargaining representative for the purpose of establishing salaries, wages, hours, fringe benefits, and working conditions for all employees defined as being in the bargaining unit by the National Labor Relations Board. Employees who are excluded from the bargaining unit are:

A. Supervisory, professional (except nurses), and confidential employees as mutually determined by the parties.
B. On-call employees.
C. Temporary employees.
D. Any employee excluded by law.

Section 3.02 All duties regularly assigned to represented classifications shall be considered bargaining unit work, and shall be performed by members of the bargaining unit with the following exceptions:

A. On call employees covering absences by represented employees.
B. Work that is incidental and/or minimal, or necessary to cover for a short absence of a unit member if no other unit members are immediately available to do the work.
C. Supervisors training employees for short durations.
D. Trainees working in Clean and Safe.

Section 3.03 Nothing in this article is intended to expand the scope of the bargaining unit.

Article 4. MANAGEMENT RIGHTS

Section 4.01 The Employer 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 enterprise or any part of it. The rights of employees in the bargaining unit and the Union are limited to those specifically set forth in this Agreement and the Employer retains all prerogatives, functions, and rights not specifically limited by the terms of this Agreement.

Section 4.02 The exercise of any management prerogative, function, or right which is not specifically modified by this Agreement is not subject to the grievance procedure.

Section 4.03 All newly hired employees will serve a trial service period. Discharge of a trial service employee shall not be subject to the grievance procedure.

Article 5. STRIKES AND LOCKOUTS

Section 5.01 The Union and its members, as individuals or as a group, will not initiate, cause, permit, participate in, or join in any strike, stoppage, slowdown, picketing, or other restrictions of work either at the Employer's premises or the premises of customers, suppliers, or contractors whom the Employer serves, during the life of this Agreement. Lockouts, strikes, stoppages, slowdowns, and or other restrictions of work will be a violation of this Agreement.

Section 5.02 In the event of a strike, stoppage, slowdown, picketing, or other restriction of work in any form, either on the basis of individual or collective employee conduct, the Union will immediately, upon notification, attempt to secure an immediate and orderly return to the job.

Section 5.03 Informational Pickets: Nothing in this Agreement prevents employees from exercising rights under the law to engage in informational picketing.

Article 6. UNION SECURITY AND CHECK OFF

Section 6.01 Employees shall have the right to self-organize, to form, join or assist labor organizations or to refrain there from, to bargain collectively through representatives of their own choosing, and there shall be no discrimination exercised against any employee covered by this Agreement because of his/her membership or Union activities.

Section 6.02 The Employer agrees to deduct each pay period from the pay of employees covered by this Agreement the current monthly Union membership dues of those Union members who individually request such deductions in writing on the form attached. Deductions shall cease the pay period following permanent appointment to a position which is excluded from the bargaining unit.

A. The Employer agrees to deduct each pay period from the pay a monthly service fee from any member of the bargaining union who has not joined the Union within 30 days after permanent employment. This service fee shall be segregated by the union and used on pro rata basis solely to defray the cost of its service in negotiating and administering this Agreement

B. The amount of monthly service fee shall be set at the amount of dues generally deducted, less any present or future service or benefit not enjoyed by the non-Union members of the bargaining unit. Any change in the monthly service fee will be communicated to the Employer 30 days in advance of the change.

C. The Employer agrees to furnish to the Union by the 10th of each month, a listing of the following:

1. All new bargaining unit employees hired during the previous month and all employees who have terminated during the month. Such listing shall contain the names of the employees, along with their job classification, work location, base pay, full-time/part-time status, number of scheduled hours, seniority date, work phone number and e-mail address and home mailing address.

2. All bargaining unit members. Such listing shall contain the names of the employees, along with their job classification, work location, base pay, full-time/part-time status, number of scheduled hours, seniority date, work phone number and e-mail address and home mailing address.

3. All bargaining unit members who are fair share. Such listing shall contain the names of the employees, along with their job classification, work location, base pay, full-time/part-time status, number of scheduled hours, seniority date, work phone number and e-mail address and home mailing address.

4. Listing of all bargaining unit members that have retired in the previous month. Such listing shall contain the names of the employees, along with their job classification, work location, base pay, full-time/part-time status, number of scheduled hours, seniority date, work phone number and e-mail address and home mailing address.

Section 6.03 The Union expressly agrees that it will safeguard the rights of non-association of employees, based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member. Such employee shall pay the in-lieu-of-dues payment to a non-religious

charity mutually agreed upon by the employee making such payment and the Union, or in lieu thereof, the employee shall request that such in-lieu-of-dues payment be not deducted and shall furnish written proof to the Union and the Employer, when requested, that this has been done.

Section 6.04 The Union agrees that it will indemnify, defend, and hold the Employer harmless from all suits, actions, proceedings, or claims against the Employer or persons acting on behalf of the Employer, whether for damages, compensation, reinstatement, or any combination thereof, arising out of the application of this Article. In the event any decision is rendered by the highest court having jurisdiction that this Article is invalid and/or that reimbursement of the service fee (fair share) must be made to employees affected, the Union shall be solely responsible for such reimbursement.

Article 7. HOLIDAYS

Section 7.01 Employees shall receive one day of pay for personal holidays and established paid holidays.

Section 7.02 **Established Holidays**: The following holidays shall be recognized as paid holidays:

New Year's Day (January 1st)
Martin Luther King, Jr. Birthday (3rd Monday in January)
President's Day (3rd Monday in February)
Memorial Day (last Monday in May)
Independence Day (July 4th)
Labor Day (1st Monday in September)
Veteran's Day (November 11th)
Thanksgiving Day (4th Thursday in November)
Christmas Day (December 25th)

A. All employees scheduled to work the graveyard shift will have as their recognized and observed holiday the shift ending on the above-listed holidays.

B. If a holiday falls on a Saturday or Sunday employees working in 24 hour operations will observe the actual day. Employees who don't work in 24 hour operations and who generally work a Monday through Friday work schedule will observe the holiday on Friday if it falls on Saturday and on Monday if it falls on Sunday.

C. Employees shall be made whole for any lost hours caused by the employer's decision to close a worksite and/or program in observation of a holiday not recognized in this Article.

D. To be eligible for holiday pay an employee must be in pay status on the last day scheduled or assigned and on the next scheduled or assigned day after the observed holiday.

Section 7.03 **Holiday pay:**

A. Holiday hours shall not be considered as hours worked for the purposes of calculating overtime.

B. For each established holiday, employees will have holiday hours available to use in the following ways:

1. The employee may take the observed holiday off with pay.

2. The employee may use their holiday hours to match (double) their wages for hours worked during their scheduled shift on the holiday. Overtime hours caused by an employee exceeding the daily hours requirement described in Article 14.06 may not be matched with holiday hours. However, overtime hours caused by an employee exceeding the weekly FLSA overtime requirements or double back requirements described in Article 14.06G and 14.07, may be matched with holiday hours for the regularly scheduled shift.

3. The employee may use their holiday hours to take an alternate day off within the same

pay period as the observed holiday.

4. If the observed holiday falls on a day the employee is not scheduled to work, they may use their holiday hours to take an alternate day off within the same pay period as the observed holiday.

5. If the observed holiday falls on a day the employee is not scheduled to work and they choose not to take an alternate day off, the employee will receive pay for eight (8) holiday hours in addition to their wages for hours worked during the pay period. In this case, holiday hours are prorated based on the employee's Full Time Equivalent (FTE) (ex: 80% employees will receive 6.4 hours, 60% employees will receive 4.8 hours, etc.).

C. If the employee chooses to take an alternate day off, they will meet with their supervisor to mutually decide on an alternate day off within the pay period. Supervisors will facilitate scheduling for holidays.

Section 7.04 **Holiday During Leave**: Should an employee be on authorized leave with pay when an observed holiday occurs, such holiday shall not be charged against such leave.

Section 7.05 **Personal Holidays**: Employees who complete ninety (90) days of employment, will receive two (2) personal holidays, one must be taken on or before June 30th; the second must be taken on or before December 31st. Thereafter, they shall receive two (2) personal holidays per calendar year one to be taken on or before June 30th and the other on or before December 31st. Personal holidays may not be carried forward into the next calendar year without the written approval of the department manager.

A. Upon presentation of a written request with two weeks' notice and supervisor's approval, the employee shall have the right to take their personal holiday. The two week notice may be waived by a supervisor if there are extenuating circumstances for an employee. If an employee requests to take their personal holiday for the current period in the following six (6) month period and permission is denied by the supervisor, the personal holiday will be converted to vacation. Employees with seniority may schedule their personal holidays first.

B. A personal holiday shall be used on an hour for hour basis in increments of no less than one-half (1/2) regular shift of the subject employee unless a different increment is approved by an employee's supervisor.

Article 8. PAID TIME OFF (PTO) AND NOTIFICATIONS

Section 8.01 Accrual: Employees shall begin accruing annual PTO from date of hire as outlined below, but may not utilize PTO for vacation leave until after Trial Service Period. Accrual rates indicated in this Article shall be prorated based on the employee's percent FTE (100% = 40 hours per week).

A. Eligible employees shall accrue four weeks of leave time a year (6.23 hours/pay period).

B. After three years of regular continuous service, eligible employees shall earn leave time at the rate of 7.73 hours/pay period (approximately five weeks per year).

C. Upon completion of six years of regular continuous service, eligible employees should earn leave time at the rate of 9.23 hours/pay period. (Approximately 6 weeks per year)

D. Upon completion of ten (10) years of regular continuous service, eligible employees should earn leave time at the rate of 10.73 hours/pay period. (Approximately 6.5 weeks per year)

Section 8.02 PTO credits shall be used on an hour for hour basis, but for pre-scheduled time off, in increments of no less than four (4) hours of the regular shift of the subject employee unless a different increment is approved by an employee's supervisor.

Section 8.03 PTO shall not accrue during a leave of absence without pay.

Section 8.04 PTO credits shall be shown on an employee's check stub.

Section 8.05 Upon presentation of a written request with two (2) weeks' notice, employees may take earned PTO with supervisor approval. Supervisors may request thirty (30) days' notice of planned time off for scheduling purposes, but may not deny a request for not adhering to this standard. Supervisors must confirm within five (5) days.

Section 8.06 If there is a business imperative that causes the employer to limit approval of the number of PTO/vacation (see Article 9.06) requests and at least two (2) employees at the same worksite and classification have requested concurrent dates, then requests will be granted on the basis of seniority, as defined by Article 18 – Seniority, Layoff and Recall, provided the more senior employee has requested the PTO/vacation at least sixty (60) days in advance. A senior employee may use this right once every twelve (12) month period rolling forward from their last application of this seniority provision (i.e if the employee obtains a day off by seniority in October, the next time they would be able to use this provision would be in November of the following year.) If a request is denied, an employee may appeal the decision to HR and/or the union. It will be up to the discretion of the supervisor to deny or approve request for any written request within two (2) weeks of requested time off, but not prior to thirty (30) days before the requested day off.

Section 8.07 PTO will be accrued to a maximum of 240 hours. Once eligible employees reach the maximum of 240 hours, no further hours are earned for the leave account. In lieu of earning leave time, any excess hours after the 240-hour maximum will be credited to the employee's reserve account, to a maximum of 240 hours. When an employee's reserve account reaches 240 hours, they will not accrue any more hours until they use some leave time.

Section 8.08 Upon resignation or termination of employment, employees will be paid a maximum of 200 hours of accrued leave time but will not be paid for any hours accumulated in their reserve account. If an employee is in good standing and has worked at CCC for twenty (20) or more years, CCC will pay the employee all PTO accrued even if it is above 200 hours. Employee will not be paid PTO in their reserve account.

Section 8.09 PTO may be used for any of the reasons described in Article 10.01. An absence due to sickness which results in the employee being out of work in excess of three (3) days may be verified by a licensed medical provider's certificate at the request of the Employer. Except as provided by ORS 653.626 the employee may be required to bring the provider's certification, if requested by the employer, within fifteen (15) calendar days after the employer's request. The employer shall pay any reasonable costs associated with producing the required provider's certification including lost wages and cost not covered by the current health insurance plan.

Section 8.12 Notification and Reporting Requirements: Employees are required to notify their supervisor if they will be late or absent as soon as possible but not later than two hours prior to their scheduled shift. Notification can be by voicemail or text. Employees must also notify their job site.

Section 8.13 Supervisor shall be responsible for maintaining on-call, (substitute worker) list that will cover PTO. Supervisor will ultimately be responsible for finding substitute worker(s) to cover PTO, but may utilize staff to find substitute workers to cover shifts.

A. Supervisor shall not require an employee to find a replacement worker if they are calling out sick or as a condition of time off approval.

Article 9. VACATIONS

PROVISO – This article applies only to employees hired before November 7, 2013 who elected to accrue vacation and sick leave instead of PTO.

Section 9.01 **Accrual:** Employees shall begin accruing annual vacation from date of hire, but may not utilize the vacation time until after the Trial Service Period. Vacation credits shall be earned in accordance with the following schedule:

A. Employees shall earn vacation at the rate of .0384 per hour for each paid hour.

B. After three years of regular continuous service, employees shall earn vacation at the rate of .0576 per hour for each paid hour.

C. Employees on their sixth year anniversary shall earn vacation at the rate of .0769 per hour for each paid hour.

Section 9.02 Vacation credits shall be used on an hour for hour basis, but in increments of no less than four (4) hours of the regular shift of the subject employee unless a different increment is approved by an employee's supervisor.

Section 9.03 Vacation leave shall not accrue during a leave of absence without pay.

Section 9.04 Vacation credits shall be shown on an employee's check stub.

Section 9.05 Employees may utilize vacation leave for absences due to illness/injury when sick leave has been exhausted.

Section 9.06 Upon presentation of a written request with two (2) weeks' notice, employees can take earned vacation. Supervisors must confirm within five (5) days. If there is a business imperative that causes the employer to limit approval of the number of PTO/vacation (see Article 8.05) requests and at least two (2) employees at the same worksite and classification have requested concurrent dates, then requests will be granted on the basis of seniority, as defined by Article 18 – Seniority, Layoff and Recall, provided the more senior employee has requested the PTO/vacation at least sixty (60) days in advance. A senior employee may use this right once every twelve (12) month period rolling forward from their last application of this seniority provision (i.e. if the employee obtains a day off by seniority in October, the next time they would be able to use this provision would be in November of the following year.)

Section 9.07 Unused earned vacation time shall be paid to the employee at his regular rate of pay at the time of separation from service up to a maximum of 160 hours.

Section 9.08 Vacation may be accrued up to a maximum of 240 hours. Accruals above 240 hours will go into the employee's reserve account unless the employee makes a request to the supervisor in writing to schedule a vacation within 90 days (after reaching the 240 hour maximum) for no less than 80 hours. When an employee's reserve account reaches 240 hours, they will not accrue any more hours until they use reserve hours.

A. Supervisor will be responsible for maintaining on-call, here after call substitute worker, list that will cover vacations. Supervisor will ultimately be responsible for finding substitute worker(s) to cover vacation time.

Section 9.09 Supervisor will be responsible for maintaining on-call, (substitute worker) list that will cover vacation. Supervisor will ultimately be responsible for finding substitute worker(s) to cover vacation, but may utilize staff to find substitute workers to cover shifts.

A. Supervisor shall not require an employee to find a replacement worker as a condition of time off approval.

Section 9.10 If an employee is in good stand at the time of retirement and has worked at CCC for twenty (20) or more years, CCC will pay the employee all vacation time accrued.

Article 10. SICK LEAVE

PROVISO – This article applies only to employees hired before November 7, 2013 who elected to accrue vacation and sick leave instead of PTO.

Section 10.01 **Definition and Allowable** Use - Sick leave is a leave of absence with pay which may be used by an employee in the event of the following non-occupational conditions, involving him or herself or a member of his/her immediate household. , the spouse of an employee, the biological, adoptive or foster parent or child of the employee, the grandparent or grandchild of the employee, a parent-in-law of the employee or a person with whom the employee was or is in a relationship of in loco parentis. Sick Leave may not be used as vacation time.

A. Illness,

B. Injury,

C. Quarantine based on exposure to contagious disease,

D. Dental, optical or medical appointments

E. Pregnancy

Section 10.02 **Accrual**: Employees shall begin accruing sick leave from date of hire. Sick leave shall accrue at the rate of .0384 per hour for each paid hour. Sick leave is charged in increments of fifteen (15) minutes. Unused sick leave may be carried forward for use in succeeding years up to 240 hours.

Section 10.03 Sick leave may be accrued up to a maximum of 240 hours. Any sick leave hours accrued above 240 hours may be transferred to vacation hour for hour, sick leave to vacation, up to a maximum of forty (40) hours per annum. When an employee has 240 hours of sick leave and has transferred an additional 40 hours of sick leave to vacation (not to exceed 160 hours total), any additional accruals will go into the employee's Reserve Account. When an employee's reserve account reaches 240 hours, they will not accrue any more hours until they use reserve hours. The hours in the reserve account may be taken only if an employee has exhausted vacation, sick time and personal holidays and may not be used for vacation time. Use of the reserve account hours will only be approved for use for an unforeseen illness or prolonged terminal illness and only after employees have applied for short-term and long-term disability if eligible.

Section 10.04 Employees may donate time from their Sick Leave account to the General Pool Account. Employees may request a maximum of 80 hours per application to the General Pool. The General Pool account must be used for an unforeseen illness or a prolonged terminal illness. Employees must have exhausted all accrued vacation, sick, personal holidays and reserve time before being eligible for the General Pool. Employees must also have applied for short-term and long-term disability if eligible.

Section 10.05 Employees may donate from vacation or sick time to other employees per request under the "Donation of Vacation" Policy. Employees may not donate their reserve hours under the Donation of Vacation policy. The Donation of Vacation covers employees who qualify for FMLA/OFLA but do not qualify for short-term or long-term disability due to the nature of the leave.

Section 10.06 Absence due to sickness which results in the employee being out of work in excess of

three (3) days may be verified by a licensed medical provider's certificate at the request of the Employer. Except as provided by ORS 653.626 the employee may be required to bring the providers certification, if requested by the employer, within fifteen (15) calendar days after the employer's request. The employer shall pay any reasonable costs associated with producing the required provider's certification including lost wages and costs not covered by the current health insurance plan.

Section 10.07 Leave of Absence Employees will not accrue sick leave during a leave of absence without pay.

Section 10.08 Supervisor will be responsible for maintaining on-call (substitute worker), list that will cover sick time. Supervisor will ultimately be responsible for finding substitute worker(s) to cover sick time but may utilize staff to find substitute workers to cover a shift.

A. Supervisor shall not require an employee to find a replacement worker if they are calling out sick or as a condition of time off approval.

Section 10.09 Notification and Reporting Requirements: Employees are required to notify their supervisor if they will be late or absent as soon as possible but not later than two hours prior to their scheduled shift. If their immediate supervisor is unavailable they must contact their supervisor's manager or someone in charge at their place of work.

Article 11. OTHER LEAVES

Section 11.01 **Leave of Absence**: Consistent with the needs of the Employer, leaves of absence without pay for a period of up to 30 days may be granted by an employee's exempt supervisor for any reasonable purpose. Any leave of absence in excess of 30 days may only be granted by the Executive Director. Requests for leave of absence must be in writing. While on a leave of absence, employees will not be eligible for holiday pay, nor will employees accrue sick leave, vacation or any other benefit that accrues based on paid hours.

Section 11.02 **Jury Duty**: Employees shall be granted leave with full pay minus jury fees anytime they are required to report for jury duty. For the purpose of this article, employees will be considered to be on day shift for the duration of their jury duty service. If an employee is excused or dismissed two hours prior to the end of the normal day shift for their job classification, he/she shall report to work unless the employee has already been replaced for their shift.

Section 11.03 **Union Business**: Any employee selected by the Union to participate in any other Union activity shall be granted an unpaid leave of absence at the request of the Union not to exceed sixteen (16) working days per calendar year, per individual, and provided the supervisor is notified not less than five (5) working days in advance of such leave.

Section 11.04 **Inclement Weather Policy**: The employer reserves the right to establish policy with respect to attendance at work during inclement weather. In the event of a program closure due to inclement weather, the employer will notify the employees of such closure as soon as reasonably practical and the employee will be reimbursed for up to sixteen (16) hours per fiscal year. If the program is closed for more than sixteen (16) hours, any time not worked on account of inclement weather may be, at the employee's discretion, and after notifying his/her supervisor, charged to leave without pay, personal holiday, or vacation. Employees required to be at work when any program closes due to inclement weather, will be paid their regular rate of pay.

Section 11.05 **FMLA/OFLA**: The Employer shall conform to the laws and regulations pertaining to the Family Medical Leave Act and the Oregon Family Leave Act. Eligible employees may take up to 12 weeks or the maximum required by law of unpaid leave for a qualifying medical condition for themselves or a qualifying family member, or following the birth or placement of a new child. Medical documentation may be required. Employees must provide timely notification to their immediate supervisor and Human Resources, and must maintain contact while on leave. Although FMLA and OFLA leave is unpaid, employees may use any accrued Vacation, Sick, PTO, or Personal Holiday time.

Section 11.06 **Bereavement Leave**: In the event of a death in the employee's immediate family, an employee shall be granted paid bereavement leave of up to five (5) scheduled working days per fiscal year. The employee may also request the use of accrued vacation, sick leave or personal holiday to extend his/her bereavement leave.

A. For the purposes of Article 11.06, immediate family shall be defined as the employee's spouse, children (adopted, step, foster, or natural), parents (natural or step), mother/father in law, brothers, sisters, grandparents, grandchildren, domestic partner or other dependents living in the employee's household.

B. The employer may require the employee to provide proof of death. Proof of death shall be written confirmation of the relationship (i.e. obituary, funeral program or death certificate) between

the deceased and the employee.

Section 11.07 **Military Service**: The employer acknowledges its obligation under state and federal law, including USERRA, the Uniform Services Employment and Reemployment Rights Act, pertaining to employee military leave and deployment. The employer acknowledges its obligation to grant paid and unpaid leave for military training and service. Information about legally mandated military leave will be made available to employees upon request from the Human Resource Dept.

Section 11.08 **Blood Donations**. An employee may be excused from work for the purpose of donating blood. Normally, such time off shall not exceed two (2) hours. The employee must submit their written request to the Department designee.

Article 12. HEALTH AND WELFARE

Section 12.01 Annually, CCC will pay the first six (6) percent increase of a rate renewal on the insurance premium and employees will pay the difference between the employer's contribution and the full premium for the Kaiser Medical and Dental plans. If the renewal rate increase is greater than six percent (6%), then the employer shall notify the union no later than sixty (60) days prior to the effective date of the renewal increase. For employees who are regularly scheduled to work more than twenty (20) hours per week but less than thirty-two (32) hours per week, the Employer contribution for premiums will be pro-rated based upon full-time equivalent.

Section 12.02 CCC will provide two-thousand dollars ($2,000) per employee per calendar year for reimbursement through the Health Reimbursement Arrangement (HRA) account

Section 12.03 CCC will pay the full premium for Short Term Disability. CCC will provide coverage and pay the full premium for Long Term Disability.

Section 12.04 CCC will provide $30,000 of life insurance coverage and pay the full premium.

Section 12.04 A Health and Welfare Labor/ Management Committee will convene each year to look at the medical and dental plan design and costs. Up to five (5) union members assigned to this committee by the Union will be paid for their attendance. Health benefit costs and premiums will be negotiated annually.

Article 13. WORKING HOURS, REST AND MEAL PERIODS

Section 13.01 **Normal Work Day**:

A. The regular hours of work each shift shall be consecutive except for interruptions for meal periods.

B. Employees on a five (5) day per week schedule shall work eight (8) hours per day excluding the meal period.

Section 13.02 **Work Week**: The work week as scheduled by the Employer shall consist of consecutive days of the same number of consecutive hours per day with consecutive days off. The work week shall be 8:00 a.m. Tuesday to 8:00 a.m. Tuesday.

Section 13.03 **Alternate schedules**: The employer will notify the Union if it offers to members of a job classification an alternate or temporary schedule change not previously available to that job classification. Alternate or temporary work schedules at the request of the employee/union will be accommodated when possible and upon mutual agreement of the employer and union.

Section 13.04 **Work Schedules**: Work Schedules showing shift, work days, and hours shall be posted on applicable bulletin boards. Except for emergency situations, and during the duration of the emergency, work schedules for any work shift shall not be changed unless the changes are posted for five (5) working days. The employer agrees to notify the Union of any permanent work schedule change that alters a shift by two (2) hours or more or changes days off ten (10) days before the effective date. The Union has ten (10) days to notify Employer that the position should be posted for seniority bid. If the Union does not notify the Employer within ten (10) days, the Employer will change the existing employee's work schedule. This clause does not apply to float janitors.

Section 13.05 **Rest Periods**: All employees' work schedules shall provide for a fifteen (15) minute rest period during each four (4) hour consecutive period. Rest periods shall be scheduled at the middle of each one-half (1/2) shift whenever practicable. Employees who, for any reason, work beyond their regular quitting time into the next shift shall receive a fifteen (15) minute rest period before they start to work on the next succeeding shift when it is anticipated the overtime is expected to extend a minimum of one-and-one half (1 1/2) hours. In addition, they shall be granted the regular rest period that occurs during the shift if they are there during the period.

Section 13.06 Employees scheduled to work ten hour days, will be granted an additional ten (10) minutes of rest period time. Such time must be taken as a separate rest period. The Employer will determine when the employee can take their 10 minute break.

Section 13.07 **Meal Periods**: All employees shall be granted a lunch period of not less than thirty (30) minutes during each work day. Time off for a meal shall be permitted to any employee who is requested to and does work two (2) hours beyond his/her regular quitting time. Whenever practicable, meal periods shall be scheduled in the middle of the shift.

Adjustments to the starting or quitting time shall be made to accommodate the extended meal period, at the discretion of the supervisor.

Section 13.08 **Shift Replacement:** In the event that a shift must be filled due to absence of an employee, management has the ability to fill this shift with another employee without incurring overtime costs.

A. Management or designee will first attempt to fill the vacant shift by calling, by seniority, qualified part-time union employees within the classification who could fill the shift without incurring overtime. If no part-time union employee accepts the shift on first call, management or designee will continue to call on-call workers to fill the shift.

B. If the shift cannot be filled without incurring overtime costs, then overtime work shall be offered to employees in the bargaining unit working within the same job classification and who are eligible to perform the work. Overtime work shall be first offered to full-time employees in order of seniority; then part-time employees in order of seniority; and then substitute workers (on-call). If after this process the overtime opportunity is not fulfilled, it will be the ultimate responsibility of management to assure that shift work duties are fulfilled. .

C. Once the shift has been filled by another employee the shift is considered closed and other employees may not bump the assigned employee out of the shift. A listing of all employees, in order of seniority and full-time/part-time status, shall be kept at all worksites and updated as needed by the operations manager and confirmed by the union. Upon request the parties will meet to discuss the format of the list.

D. In the event that an absence does not indicate a critical need for a replacement (i.e. there is adequate coverage for the worksite) management may choose not to assign another employee to cover the shift.

Article 14. COMPENSATION

Section 14.01 **Wages**: Employees shall be paid the minimum wage/salary according to the wage schedule. The schedule for the employees covered by this Agreement is contained in Addendum "A".

A. Retroactive to July 1, 2016, employees will receive a step increase of two (2) percent on their, two (2) year, four (4) and six (6) year anniversary date in the Union.

B. Retroactive to July 1, 2016, employees will receive a step increase of three (3) percent on their eight (8), ten (10) year, twelve (12) year and fourteen (14) year anniversary dates in the Union

C. Retroactive to July 1, 2016, wage rates for all employees shall be increased along with entry level rates for all job classifications the greater of sixty-five cents ($0.65) per hour or three percent (3%).

D. Effective July 1, 2017, wage rates for all employees shall be increased along with entry level rates for all job classifications by the greater of fifty-five cents ($0.55) per hour or 1.5%.

E. Effective July 1, 2018, wage rates for all employees shall be increased along with entry level rates for all job classifications by the greater of fifty-five cents ($0.55) per hour or 1.5%.

F. Employees with more than fourteen (14) years seniority in the Union as of 7/1/2016 shall continue to get step increases per the 2013-2016 Agreement (3% on their 15, 20, and 25 year anniversary dates in the Union.)

Section 14.02 **Premium Pay**: Employees will receive additional pay, added to the employee's base salary under the following conditions:

A. Employees required to respond to a biohazard incident will receive an additional $0.75 per hour increase to their base wage for the period of time when the employee is involved in biohazard cleanup activities. Such increase will be paid for a minimum of one (1) hour. Biohazards do not include routine cleanup of bathroom facilities, kitchen areas, or other janitorial duties done on a regular basis as part of an employee's routine job. Biohazard cleanups will be identified as such by managers or supervisors.

B. Employees who work in a position in which a competent language skill, interpretation and translation skills are required as defined by the job description shall be compensated with a 5% pay differential.

C. Employees who are required by their supervisor to act as lead workers outside of current lead position classifications will receive a five percent (5%) pay differential.

D. Any employee designated as a trainer by his/her supervisor will receive a five percent (5%) training differential when required by supervisor to train staff. Training duties will be defined by managers/supervisors in each department. Having an employee job shadow does not constitute training.

E. Union and management will convene a committee to define training; how employees will be

designated as a trainer; and if trainers and trainings are necessary within a classification

Section 14.03 **Payday**: Wages of employees shall be paid no later than 1:00 p.m. every other Friday. If an employee notifies his/her immediate supervisor by Friday at 2:00 p.m. of an error that was caused by the Employer, the check will be corrected by 5:00 p.m. on Friday. If an employee paycheck is not received due to lack of notification that a bank account has been closed, the employee will receive a paycheck by end of next business day. Circumstances beyond the control of the Employer shall not be subject to the above deadlines

Section 14.04 **Overtime:** Employees will be compensated at the rate of one-and-one half (1 1/2) times their hourly rate of pay (base plus shift differential) for time worked in excess of forty (40) hours in any week or in excess of eight (8) hours in any workday. With supervisor approval, employees can opt to flex their time within the work week to avoid overtime over 40 hours.

Any staff regularly scheduled to work twelve (12) hours a day will be compensated at the rate of one-and-one half (1 1/2) times their hourly rate of pay (base plus shift differential) for time worked in excess of forty (40) hours in any week or in excess of twelve (12) hours in any workday.

Any staff regularly scheduled to work ten (10) hours a day will be compensated at the rate of one-and – one half (1 ½) times their hourly rate of pay (base plus shift differential) for time worked in excess of forty (40) hours in any week or in excess of ten (10) hours a day.

Any staff regularly scheduled to work a 4-9 schedule defined as four days a week at nine (9) hours per day and one day at four (4) hours will be compensated at the rate of one-and –one half (1 ½) times their hourly rate of pay (base plus shift differential) for time worked in excess of forty (40) hours in any week or in excess of nine (9) hours on days he or she is scheduled to work nine (9) hours or four (4) hours on days he or she is scheduled to work four (4) hours

A. Overtime shall be paid in quarter-hour increments.

B. Overtime shall be distributed in accordance with Article 13.08 – Shift Replacement.

C. Overtime work shall be voluntary except in cases where the public health, safety, or welfare may be jeopardized. In such emergency cases the overtime rate shall be double time for all hours worked. Supervisors will be responsible for scheduling shifts that may result in overtime.

D. No overtime shall be worked, except in cases of emergency, without the direction of proper authority. Supervisors will be responsible for scheduling shifts that may result in overtime.

E. Employees shall not be required to suspend work during regular hours to avoid overtime.

F. Employees who are asked to leave a shift by their supervisor or manager will be paid for the full shift.

G. An employee who is scheduled or voluntarily works a second shift beginning less than twelve (12) hours after the last shift ended shall be paid at the overtime rate. Hooper Nurse who is scheduled or voluntarily works a second shift beginning less than eight (8) hours after the last shift ended shall be paid at the overtime rate.

Section 14.05 **Mandatory Meetings, Work Related Court Time and/or Training**: Any mandatory meeting, that are work-related court time and/or training time shall not be considered a shift worked. Employee will be paid for the time to attend mandatory meeting using following:

A. If a mandatory meeting, work-related court time and/or training time is five (5) or more hours, and the employee returns to a shift in less than twelve (12) hours, then the twelve (12) hour double back rule applies and the next shift shall be paid at the overtime rate.

B. Any mandatory meeting, work-related court time and/or training time less than five (5) hours shall be at straight time and the twelve (12) hour double back rule does not apply for the next shift worked and it will be paid at straight time.

C. Employees must attend mandatory meetings unless excused by his/her supervisor. If excused, employees will have access to minutes from that meeting. Employee will sign off on minutes stating that they have read and understand the contents of the minutes.

Section 14.06 **Shift Differential**: the following shift differentials will remain a part of this Agreement:

	All Hourly		Hooper-Sobering Tech	
		Female Treatment Assistants	Sobering Tech 1	Sobering Tech 2
Shift 1 (6a-12p)	$ -	$ -	$ -	$ -
Shift 2 (12p-7p)	$ 0.30	$0.30	$ 0.30	$ 0.30
Shift 3 (7p-6a)	$ 0.45	$0.75	$ 2.50	$ 3.00

Hooper Nurses		
	Mon-Fri	Sat-Sun
Day Shift (6:45a to 7:15p)	$3.00	$4.00
Night Shift (6:45p to 7:15a)	$4.33	$5.33

A. Employees are not entitled to shift differential pay for shift changes made at the request of the employee unless scheduled on the differential shift for one week or more.

B. When an employee comes in to complete another employee's scheduled work shift, the employee working the remainder of the work shift, shall be paid at the shift differential for that scheduled shift.

Section 14.07 **High-Acuity Shift Differential**:

A. Sobering Station and CHIERS program currently receive high-acuity shift differentials on the following holidays:

New Year's Eve
Fat Tuesday

St. Patrick's Day Weekend (Fri-Sat)
Cinco de Mayo Weekend (Fri-Sat)
July 4th (If 7/4 falls on Fri or Sat only)
Halloween (If 10/31 falls on Fri or Sat only)

B. The shift differentials for the above mentioned holidays are paid as follows:

Swing Shift High Acuity Shift Differential	$3.00
C-B Shift High Acuity Shift Differential	$3.00
Graveyard High Acuity Shift Differential	$6.00

Section 14.08 **Continuing Education and License/Certificate Pay**:

A. All employees in Community Maintenance/Housing who are assigned to perform duties that require a state approved license and have licensure requirement as a minimum qualification in his/her job description shall receive additional compensation. For each license/certificate required in the job description, up to a maximum total of four, the employee shall receive compensation at one and one-half percent (1.5%) above his/her current regular rate of pay. The maximum total license pay is six percent (6%).

B. After completion of a continuing education program that is a minimum requirement for his/her current job classification as approved by the employer and the union, an employee will receive additional compensation at one and one-half percent (1.5%) above his/her current regular rate of pay. Management will consider the union's proposal to include specific continuing education as a minimum requirement for certain positions based on necessity of the continuing education to the job duties within the job description. Employee's that have received financial assistance from the employer to cover the costs of the continuing education program are not eligible for the additional compensation described in this paragraph.

C. Medical Assistants upon completion of an approved certification program shall receive an increase to their hourly wage rate of one-dollar ($1.00) per hour.

Section 14.09 **Compensation Adjustment:** The following job classifications will receive a one-time increase effective upon ratification of this contract.

A. OTC Front Desk Receptionists, Medical Records Clerks and Hooper Admit, Archive Clerk and Records Clerks will receive a market based adjustment, in addition to the across the board wage increase referenced in Article 14.01, of $0.65/hour. The entry level rate for this classification will be adjusted to reflect this increase.

Section 14.10 **Pay Rate Changes After Transfer to a Different Job Classification.**

A. An employee who transfers to a position in a job classification with a higher entry level rate as compared to their current classification shall receive an increase in their hourly rate of pay equal to the percentage difference of the entry level rate for their new job classification compared to the entry level rate of their old classification.

For Example: An employee in the Janitor I classification transfers to the CBA classification the current difference between the entry level rates for these two classifications is five point two

percent (5.2%). In this example the employee will receive an increase of 5.2% to their hourly rate of pay.

B. An employee who transfers to a position in a job classification with a lower entry level rate shall be placed in the new pay range by adding the percentage they are being paid above the base rate of their current position to the base rate of the of the new classification.

Section 14.11 **Out-of-Classification Assignments**

A. If an employee is assigned to a higher classification for a single shift or more, pay shall be paid at the higher classification rate, as described in Section 14.12 but no less than five (5) percent.

B. No employee assigned to perform work in a lower classification shall be reduced in pay.

C. Employees hired in more than one classification will be paid at the rate of the classification where the work is actually performed.

D. An employee may request a review of their classification by written request to the program manager. The employer will review and verify the duties assigned. If the findings justify a reclassification, the employer will either develop a proper classification or remove the duties.

Article 15. PENSIONS

Section 15.01 Employees shall be eligible for participation in the Employer's annuity plan.

A. Tax Sheltered Annuity:

1. All Employees shall be eligible for participation in the tax sheltered annuity plan upon completion of one month of continuous employment.

2. The Employer agrees to match employee contributions up to 6.25% of gross salary during the employee's first year of participation, up to 8% in the second year, and up to 10% after three years and thereafter to Employees in a regular position working 20 hours per week or more.

3. Contributions can be made as a Traditional 403(b). Traditional deductions are made pre-tax and grow tax sheltered until withdrawal. Alternatively, employees may contribute to a Roth account post-tax. Taxes are only paid on the employer match upon withdrawal.

4. Participants are 100% vested at all times. This means the entire balance of the account belongs to the participant, even if s/he no longer works for the employer.

5. Contributions may not be withdrawn without penalty until the participant reaches the age of $59^{1/2}$. Participants may take a loan from employee contributions or a hardship withdrawal before reaching age $59\ ^{1/2}$, though some exceptions do apply.

6. Participants may start, stop, or change contributions at any time for any reason. To start or change contributions the participant must complete a 403(b)/ROTH Contribution Change form, which can be found on the CCC Intranet. To stop contributions complete a 403(B)/ROTH Discontinue Contributions, also found on the CCC Intranet.

7. For more information, to change current investments, or to inquire about a loan or hardship withdrawal, please contact:

Valic Retirement
1800 SW 1st Avenue, Suite 420
Portland, OR 97201
1-800-448-2542

Article 16. DISCIPLINARY ACTION

Section 16.01 **Investigatory Meetings:** Employees may have union representation during any investigatory meeting where the employee reasonably believes that discipline may result.

A. The employer will notify the employee of the purpose of the meeting and whether there is a possibility that discipline may result a minimum of four hours prior to the meeting except in time sensitive investigatory situations (i.e. drug testing).

B. The employee will have an opportunity to meet with his/her union representative prior to meeting with management.

C. Audio recordings or disciplinary interviews will be permitted, absent an objection by the employee being interviewed. If the employee objects, no recording will be made. If a recording is made, a copy of the recording will be distributed to both the Union and the Employer. To ensure that employees have given adequate consent per Oregon law and that they fully understand their right to object, a statement to such effect will be made at the beginning of the recording. The Union will be responsible for providing the recording device and all necessary equipment. If the Union cannot provide a recording device at the time for which the meeting is scheduled, the Union and Employer agree to conduct the disciplinary interview without an audio recording. The Union and Employer agree that the audio recording is to be confidential and only used for the purposes relating to the disciplinary action.

D. The Employer will release the steward responsible for the employee's work area during work hours without loss of pay to serve as the representative during such investigative meeting. A steward from another work area will be released during work hours without loss of pay when there is no other steward available at the work area. A steward present after work hours due to the scheduling of the employer-called meeting will be paid appropriately per Article 13 - Compensation.

E. A steward may declare him or herself unavailable due to potential conflict of interest, work load, or the burden such an absence would place upon co-workers.

Section 16.02 Employees may, for just cause, be subject to disciplinary action by verbal reprimand, written reprimand, suspension, or dismissal, provided, that such action take effect only after the exempt supervisor gives written notice of the action and cause to the employee.

Section 16.03 Any discipline not given within 14 days of date of discovery of incident shall not be allowed unless an investigation is in process and the Union has been notified.

Section 16.04 If the Employer has reason to reprimand an employee, every reasonable effort will be made to accomplish the reprimand in a manner that will not embarrass the employee before other employees or the public.

Section 16.05 All records of disciplinary action involving less than a suspension shall be inactive for the purpose of considering future disciplinary actions after a period of three years, only if no other disciplinary actions have been implemented during those three years. Those records will be placed in a sealed envelope. Only the Executive Director, the Executive Director's designee, and the Director of Human Resources have access to those records. If such release of information is required by law, the employee will be notified in writing prior to the information being released unless prohibited by law or

court order. This article does not apply to disciplinary actions regarding harassment, discrimination, or client abuse.

Section 16.06 Final warnings will be reduced to written warning twelve (12) months after the date that the final warning was issued if no other disciplinary actions were implemented during this period. While record of the disciplinary action will remain in the employee's personnel file the full three (3) years, the status of the final warning will be reduced to a written warning.

Section 16.07 If the employer suspects a violation of the Drug and Alcohol policy, the procedure described in Appendix B, incorporated as part of this agreement, shall be followed.

Section 16.08 In any case where the employer is considering dismissal for identified alcohol or drug usage, the employer in its sole discretion may issue an Intervention Agreement. The Intervention Agreement will set forth the conditions necessary for the employee to be retained and shall last no longer than eight-teen (18) months. Subsequent violation of any conditions in the Intervention Agreement will constitute just cause for termination.

Article 17. SETTLEMENT OF DISPUTES

Section 17.01 **Grievance Procedure**: Any grievance or dispute which may arise between the parties involving the application, meaning, or interpretation of the agreement shall be settled in the following manner. At Step I, II, or III, the grievant/Union may request a meeting with the appropriate management responsible for responding to the grievance.

STEP I: Within fourteen (14) days of the alleged contract violation, the aggrieved party may attempt to resolve the grievance in writing. The aggrieved party will submit an official Grievance Form to their immediate supervisor. The supervisor shall respond in writing to the aggrieved party within fourteen (14) calendar days.

STEP II: If the grievance has not been resolved at Step I, the aggrieved party may appeal the grievance within fourteen (14) calendar days of the completion of Step I to the next appropriate management level. That manager shall respond in writing to the aggrieved party within fourteen (14) calendar days. Grievances on termination will begin at this step.

STEP III: If the grievance has not been resolved or answered at Step II, the aggrieved party may appeal the grievance, within fourteen (14) calendar days of the completion of Step II, to the Executive Director or his/her designee. The Executive Director, or his/her designee, shall respond in writing to the aggrieved party within fourteen (14) calendar days.

STEP IV: If the grievance has not been answered or resolved at Step III, either party may, within thirty (30) calendar days request arbitration by written notice to the other party.

Section 17.02 After the grievance has been submitted to arbitration, the parties, or their representatives shall attempt to mutually agree upon an arbitrator based on recommendation of the parties. In the event the parties cannot mutually agree upon an arbitrator, the parties, or their representatives, shall jointly request the Federal Mediation and Conciliation Service for a list of the names of seven (7) arbitrators from the sub-region (Oregon). The parties shall elect an arbitrator from the list by mutual agreement. If the parties are unable to agree on a method, the arbitrator will be chosen by the method of alternate striking of names, the order of striking to be determined by lot. Within one week of submission of the list striking will occur. The final name on the list shall be the arbitrator.

Section 17.03 No less than seven (7) calendar days prior to the scheduled arbitration, the parties shall submit to the designated arbitrator, a signed stipulation of the issue before the arbitrator, or issue definition can be part of arbitration.

Section 17.04 The arbitrator shall be requested to begin taking evidence and testimony within thirty (30) calendar days after the date the arbitrator is notified of his/her selection; and; and to issue his/her decision within thirty (30) calendar days after the conclusion of testimony and argument. Upon mutual agreement of the parties, and/or availability of the arbitrator, the time limits specified herein may be extended. The parties hereby vest the arbitrator with authority to compel the attendance of witnesses on behalf of either party with the issuance of a subpoena, the cost of which shall be borne by the party requesting the subpoena.

Section 17.05 The arbitrator's decision shall be final and binding, but he/she shall not have the power to alter, modify, amend, add to, or detract from the terms of the contract. His/her decision shall be within the scope and terms of the contract and in writing.

Section 17.06 Expenses for the arbitration shall be borne by the losing party or, in the case of a split

decision, as stipulated by the arbitrator. Each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim recording of the proceedings, it may cause such a record to be made, on the condition that it pays for the record and makes copies available without charge to the other party and the arbitrator.

Section 17.07 At any time, the time limits specified in the grievance procedure may be waived but only by mutual consent in writing of the parties. A grievance may be terminated at any time upon receipt of a signed statement from the aggrieved party that the matter has been resolved.

Section 17.08 **Stewards and the Processing of Grievances**: Employees selected or elected by the Union as employee representatives shall be known as "Stewards." Additions and deletions to the names of stewards and the names of other union representatives who may represent employees during the life of this Agreement shall be provided in writing to the Employer by the Union within thirty (30) calendar days of the signing of the contract. Any additions or deletions to the stewards list will be provided to the Employer within thirty (30) calendar days or at the request of the employer.

A. Upon notification to the supervisor of the name of the grievant and the tentative cause of the grievance, the steward(s) responsible for the grievant's work area may investigate and process a grievance(s) at the work site during work hours up to two (2) hours without loss of pay. All efforts will be made to avoid disruptions and interruptions of work. Employees meeting with their stewards to process a grievance will also be permitted to do so without loss of pay for a period of up to two (2) hours during working hours. A steward may process a grievance in other work areas than the one to which he/she is assigned by the Union only when there is no other steward available at that work area.

B. Stewards on shift shall be released with pay to attend regular monthly steward meetings for time not to exceed two and one half (2 ½) hours and not to exceed one person per unit (i.e., Housing, Hooper, and Business Enterprises). If two or more stewards per unit attend the meetings, the Union will notify the employer which employee should be paid. The other steward(s) will not receive payment from CCC.

C. Stewards who plan to attend the regular monthly Steward Meetings will notify their supervisor fourteen (14) days prior to the meeting. Stewards meetings are held the third (3rd) Wednesday of the month. Union will notify CCC in the event the meeting day should change.

D. Union will provide CCC with a list of current Stewards who have completed the Union Steward's Training and are responsible for contract administration. Union will maintain and provide CCC with a list of Stewards when there are changes.

Article 18. SENIORITY, LAYOFF AND RECALL

Section 18.01 **Seniority**: Seniority shall be defined as the length of continuous service as a regular full-time or part-time employee in a regular position represented by the union.

A. Seniority will be calculated using the original date of hire into a represented position. Employees that are currently in the bargaining unit and have a different seniority date will be allowed to keep that date as their original date of hire.

B. In the event of "tied" seniority, seniority will be determined by the amount of time in the job classification. If there is still identical seniority, a coin toss will determine seniority.

C. Seniority will be broken in the event the employee quits; is terminated for just cause; fails to respond to a recall notice within the timelines specified herein; or transfers to a non-bargaining unit position.

1. Employees who accept a transfer to a non-bargaining unit position will have their seniority restored if they are returned to the bargaining unit during the Transfer Trial Service Period.

2. Employees who accept a transfer to a non-bargaining unit position may also have their seniority restored if the employee is returned to a bargaining unit position, and petitions the Union to have the seniority restored. The employee will have seniority restored provided there was no break in service, the employee worked more than 31 hours per month, and the Union is notified.

3. If seniority is restored, seniority will be calculated only on the amount of time spent in the unit bargaining position. Time worked in the non bargaining unit position will not be included in the seniority calculation.

Section 18.02 **Layoff**: Layoffs shall occur in the inverse order of seniority, provided however, that the retained senior employee is qualified to perform the job functions of the junior employee.

A. This agreement does not affect management's discretion to determine whether layoffs will be conducted rather, it is to set forth the protocol for how layoffs will be implemented.

B. Layoffs will be done by seniority. Upon determination by management that an employee should be laid off, the employee shall be informed of any position open within the Agency to determine the employee's interest and qualifications for the job.

C. If the employee does not qualify or is not interested in any open position; said employee shall be laid off without prejudice to their unemployment. Any person who bumps into another position or accepts another position within the agency will not be considered as a laid off employee.

D. Should a laid off position be restored, or should any position within their work site which they are qualified for become available, the laid off employee shall be recalled to work by a written notice to the last known address provided by the employee to the employer, return receipt

requested. A laid off employee, prior to layoff, shall complete a checklist of positions they are qualified for and that they are willing to accept. Rate of pay and benefits for recalled employees will be at stated rate in the collective bargaining agreement for applicable job classification.

E. If the laid off employee fails to respond to the notice within fourteen (14) calendar days, said employee shall forfeit recall rights.

F. All laid off employees shall retain recall rights according to seniority for eighteen (18) months. Seniority will not accumulate the time employees are laid off.

G. If a laid off employee is offered his/her former position or a position within the same classification and refuses to accept the position, recall rights will be terminated.

H. If an employee bumps into another position and is recalled back into the same and/similar position, employee will retain his/her seniority.

Section 18.03 **Long/short term disabilities**: The period of time that an employee is off the job and unable to work by reason of a disability, medical and/or physical shall not interrupt his or her continued period of employment with reference to accrual of seniority unless the employee's health care provider , in writing that the employee will be permanently disabled to such an extent that he or she will be unable to return to CCC and fully perform the duties of the position he or she last occupied.

Article 19. SHIFT AND WORK ASSIGNMENT

Section 19.01 **Posting and Bidding**: Whenever there is more than one shift and work assignment within the same classification, vacancies and/or changes in shift and work assignments shall be posted and filled by an internal bidding process.

A. Vacancies will be posted on CCC's Internal Opportunities website and physically posted in the Employment Access Center, Sobering, and Clean and Safe for no less than seven (7) days.

B. Vacant position will be filled within 30 days. If unable to fill the position CCC will notify the union with a request of an additional 30 days. The union will be notified in writing.

C. Interested employees will submit a written request to Human Resources or request through CCC's Internal Opportunities website to be assigned to the vacant shift/work assignment.

D. Employees who meet minimum qualifications will be awarded the shift/work assignment by seniority as defined in Article 18 within classification, provided the employee is able to work the scheduled shift

E. An employee will be deemed able to work at the location unless a funding agency has restricted the employer's ability to freely assign employees to the work location, a legitimate conflict of interest (such as the employee resides in the building where the vacancy has occurred) exists or a minimum job requirement cannot be met (such as a janitor position requiring a driver's license.).

1. For the purposes of this Article, Community Building Assistant, Janitor I, and Resident Support Specialist shall be considered the same classification.

2. For the purposes of this Article, Sobering Technicians and Inebriate Emergency Responder shall be considered the same classification.

3. For the purposes of this Article, Medical Record and Archives/Records Clerk will be considered the same classification.

4. For the purpose of this Article, Lead Community Building Assistant and Janitor 2 will be considered the same job classification.

5. For the purpose of this Article, Crew 1 and Crew 2 will be considered the same job classification

6. All other classifications will remain separate for the purposes of this Article.

F. Employees awarded shift/work assignments through the internal bidding process will be required to serve a Transfer Trial Service Period.

G. If a position is still vacant after the internal shift and assignment bid process described above, the position will be offered, by order of seniority, to bargaining unit employees outside the job classification who had previously held a position in the classification of the vacant position and passed any applicable probationary/transfer trial service periods. To be eligible for a transfer, an

employee in this circumstance must meet the requirements of Article 19.01.D & E and express their interest for the position in accordance with the process described in Article 19.01.C.

Section 19.02 **External Posting and Hiring**:

A. Vacancies in positions covered by this Agreement will be numerically referenced and properly posted for no less than ten (10) calendar days on the CCC website and at worksites as identified to the Union. The posting will contain the job title, job duties, hours of work, wage rate and scheduled days off. Employees interested in promotion or transfer must submit their application to the hiring manager or Human Resources within the specific time period.

B. All promotion and transfer applicants will be interviewed prior to the interviewing of non-represented applicants for positions covered by this contract, if:

1. The employee is qualified to assume the duties of the position and meets the minimum qualifications as described on the job posting.

C. If the employee is not selected, he/she may request in writing and the employer will respond in writing, with the specific reason why he/she was not selected or why another candidate was selected. Management has the sole discretion in the selection of applicants to fill vacancies. The Union cannot file a grievance related to the person selected for the vacancy but can file a grievance if CCC failed to follow the process defined in Article 18.02.

D. Notification will be given to both the employee awarded the position as well as the employee who was not selected.

E. A notice of who was subsequently awarded the posted position/change in assignment will be given to the Union within two (2) weeks.

F. Employees hired through the External Posting and Hiring process will be required to serve a Transfer Trial Service Period.

Article 20. GENERAL PROVISIONS

Section 20.01 **Bulletin Boards**: The Employer agrees to furnish and maintain suitable bulletin boards in convenient places in each work area to be used by the Union. The Union shall limit its postings to notices and bulletins to such bulletin boards. All postings of notices and bulletins by the Union shall be factual in nature and shall be signed and dated by the individual doing the posting.

Section 20.02 **New Employee Orientation**: Thirty (30) minutes shall be granted for the Union to make a presentation at the end of new employee orientation to newly hired union employees orientation of new employees on behalf of the Union for the purpose of identifying the Union's status, organizational benefits and related information. The Employer will notify the Union of the time, place and other relevant details of new employee orientation meetings. The Employer will not compensate current union employees to lead these presentations.

Section 20.03 **Visits by Union Representatives**: The Employer agrees that accredited representatives of the American Federation of State, County and Municipal Employees, AFL-CIO, whether local Union Representatives, District Council Representatives, or International Representatives, upon reasonable and proper introduction, shall have reasonable access to the Employer's premises at any time during working hours to conduct Union business. The Union agrees that such visits will cause no disruptions or interruptions of work.

Section 20.04 **Rules**:

A. The Employer shall provide new employees a copy of the Agreement and applicable rules at the time of hire.

B. Any dispute as to the reasonableness of any new rule, or any dispute involving alleged discrimination in the application of a new or existing rule, may be resolved through the grievance procedure.

Section 20.05 **Changes in Existing Conditions**

A. For the purpose of this Agreement, the term "existing work condition" means practices which have been in effect in the personnel policies and work practices of the Employer, assuming that such policies and practices have been:

1. consistent;
2. clearly acted upon; and
3. readily ascertainable over a reasonable period of time.

B. Disputes regarding the change of existing working conditions shall be resolved through the grievance procedure.

Section 20.06 **Volunteers**: The use of volunteers will result in no loss of jobs or pay for bargaining unit members.

Section 20.07 **Contracting Out**: The Employer agrees to give the Union sixty (60) days notice before proceeding with any plan to contract out services that would result in the loss of bargaining unit jobs.

Section 20.08 **Joint Budget Committee**: Management agrees to involve union representatives in the County and City budgeting preparation and negotiations in an effort to fund wage and benefit increases comparable to those provided by the County and the City.

Section 20.09 **Position Descriptions**: Position descriptions will be in writing and delineate the specific duties assigned to an employee's position. A dated copy of the position description will be given to the employee upon hiring or transferring into the position and at such time as the position is amended. The position description will also be reviewed at each performance review. The Employer will provide the Union copies of any new represented job descriptions or substantially modified represented job descriptions.

Section 20.10 **Personal Property Security**: CCC agrees to provide lockers or locked area accessible only to staff of the program area or worksite, for the purposes of securing personal property where possible. In the absence of secure areas for personal property, CCC agrees to reimburse the employee the fair market value for any stolen personal property, provided the employee had a reasonable reason to bring the item into the workplace.

Article 21. EMPLOYEE SAFETY

Section 21.01 In order to provide a safe work environment, CCC will provide employee safety policies and appropriate training for all employees, at all work sites, including procedures in the event of danger to an employee or clients. These policies and trainings will address environmental hazards, person-to-person conflict, and will be made accessible to all employees who interact with clients and/or the public.

A. Information about availability and scheduling of safety trainings may be found under Article 22 - Training.

Section 21.02 In the event of catastrophic injury or death of clients, employees will have an opportunity to utilize the Employee Assistance Program (EAP). If directly involved in an incident in which a client or a coworker has catastrophic injury or dies in the presence of an employee while the employee is on duty, the employee may request up to three working days off without loss of pay following the incident. Such requests will be considered on a case by case basis and must be approved by the Program Director.

Section 21.03 **Safety Committee**: Employer shall continue its existing Safety Committees and the purpose and function of such committees shall be consistent with OR-OSHA administrative rules. Membership on the committees shall comply with OR-OSHA rules. Employee representatives shall be volunteers or shall be elected by their peers and they shall serve a continuous term of at least one (1) year. An employee can request to leave the safety committee after one (1) year. The request will be granted after a replacement is found.

A. All safety committee members shall receive adequate training on the principles of safety committees, accident investigation, and hazard identification per OAR 437-001-0765 guidelines. Employee representatives attending safety committee meetings or participating in safety committee instruction or training shall be compensated by the employer. Such hours shall be considered hours worked for the purpose of accrual and overtime. Employees may submit any safety related concerns or suggestions to their safety committee.

B. Concerns from the program based safety committee may be brought forward to the Program Director. The Program Director will answer such concerns in writing to the program based safety committee.

C. A list of safety committee members and minutes will be posted on the safety bulletin board.

Section 21.04 **Executive Safety Oversight Committee**: There shall be an agency wide safety committee that meets monthly for the purpose of establishing best practices, and addressing agency wide safety concerns. The chair of each safety committee or his/her designee will attend the monthly Executive Safety Oversight Committee meetings. In addition there will be representatives from Employer's worker's compensation carrier in attendance.

A. Concerns from the agency wide safety committee may be brought forward to the Executive Director. The Executive Director or his/her designee will answer such concerns in writing to the program based safety committee.

B. A list of safety committee members and minutes will be posted on the safety bulletin board.

Section 21.05 Immunizations: CCC will have a qualified medical professional evaluate all positions in CCC to determine the need for and type of immunizations. The Employer will provide the Union with a

list of the type of immunizations recommended for each position as determined by the qualified medical professional. Employees may decline immunizations. Recommended immunizations and annual TB testing will be provided at no cost to the employee. If the employee is unable to receive the recommended immunization and testing during their work shift, the employee will be compensated for necessary time off with supervisory approval.

Section 21.06 Bedbug Control: CCC agrees to provide training for all employees on how to identify and prevent the spread of bedbugs.

Section 21.07 Personal Property Allowance: CCC shall provide policies and procedures for personal property reimbursement for all program areas. CCC is not responsible for employees' personal property which is lost or stolen during an employee's working shift. If personal clothing or property has been damaged during the performance of an employee's job, compensation may be negotiated up to a maximum of $50.00 per item. If the value of damaged personal item(s) exceed $50.00, CCC has agreed to review replacement cost on a case by case basis. Items unnecessary for the performance of the job will not be considered for compensation. The employer will not reimburse employees for personal clothing damaged outside of the routine performance of their job or by avoidable actions of the employee.

Article 22. TRAINING

Section 22.01 **Scheduling Training**: The Employer agrees to schedule CCC training so as to cause least possible inconvenience to employees. Employees required to report for training on a day off, will receive a minimum of two hours pay. Failure to report for a mandatory training without prior notification to the employee's supervisor may result in disciplinary action.

A. A current schedule of CCC training is available on the Intranet. Employees with computer access may sign up for trainings on the Intranet, provided they notify their supervisor of all trainings they are scheduled to attend. Notification must be done in writing if coverage is to be arranged for employees who attend trainings during scheduled work time.

B. Employees without intranet access will be signed up for trainings by a supervisor, and notified of the upcoming training.

C. All notification related to scheduling of training must be done at least 24 hours prior to training.

Section 22.02 **Additional Duties**: When job requirements and job skills are added or changed in job descriptions, Human Resources will review the requirements and job skills on a case-by-case basis to determine whether training should be provided for the new requirements or skills. An employee who has had a job requirement or job skill added or changed in a job description may bring a request for additional training to his/her immediate supervisor. The supervisor will determine the extent and type of training that will be approved, if any.

Section 22.03 **Continuing Education/Licensure for Sobering Technicians I and II and Inebriate Emergency Responders**: Within 14 days of taking any course/test, employees must submit a written request to his/her supervisor for classes or testing for continuing education, licensure and/or certifications required in job descriptions to their supervisor for reimbursement by the Employer. Within fourteen (14) days of submitting such a request, the supervisor will respond in writing with approval with the date the approval will be given to the employee. Upon successful completion of the course/test, the employee will submit to the Employer any requested report or documentation from the seminar, conference, workshop or class for reimbursement. Sobering Techs and Inebriate Emergency Responders with an EMT certification or license will be reimbursed for continuing education and/or license renewals up to $300 every two years. Registered nurses will be reimbursed at the current state license renewal amount.

The employer shall provide two-hundred-dollars ($200.00) annually to each medical assistant for continuing education.

A. If any of the above educational opportunities occur during scheduled work time, or on the employee's weekend, the employee will be given the opportunity to work alternate days if at all possible. The above must have prior approval by a supervisor.

B. Upon successful completion of the course/test, the employee will submit to the Employer any requested report or documentation generated from the seminar, conference, workshop, or class.

Section 22.04 **Employee Development**: The Employer will offer training for employees to improve their knowledge, skills and abilities to perform their job. Training needs will be determined on a

program by program basis, and will recognize the individual safety and client demands of each facility.

A. Whenever possible, training opportunities will be offered to all employees within a classification where the employer deems training is necessary or useful. If offering training opportunities to all employees within a classification is not feasible or possible, employees will be selected based on seniority. Blood-borne pathogens and CPR training will be offered to all represented employees. Training over Material Safety Data Sheets will be offered to represented employees where the use of chemicals is a requirement of the position.

B. For the purposes of employee development, the employer agrees to allow access to trainings for employees in programs and job classifications other than the program and/or job classification where the training is targeted, whenever possible. Employees wishing to attend trainings in other programs will not be compensated for attending the training and if the training is held during their regularly scheduled shift the employee must get prior approval from his/her supervisor.

Article 23. SCOPE AND MODIFICATION

Section 23.01 This Agreement contains all the conditions agreed upon and effective between the parties, and supersedes all previous Agreements, collectively or individually, between the parties. No Agent or representative of either party has the authority to alter or modify it. No modifications shall be made except by mutual consent of the parties in writing. The waiver of any breach or conditions of this Agreement by either party shall not constitute a precedent for any further waiver of such breach of condition. Should any provision or part of this Agreement be rendered invalid by reason of any existing or subsequently enacted legislation or by a decree of a court of competent jurisdiction, such invalidation shall not invalidate the remaining provisions, and they shall remain in full force and effect.

Article 24: DURATION

THIS AGREEMENT shall be in effect from July 1, 2016 through June 30, 2019, and shall continue from year to year thereafter unless either party shall give written notice to the other prior to February 15, 2017, or February 15, of any succeeding year of its desire to negotiate the terms of a successor Agreement. Negotiations on a successor agreement shall begin no later than April 1st.

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THIS AGREEMENT shall remain in full force and effect during periods of negotiations, and until such time that a successor agreement is executed.

SIGNED THIS 13th DAY OF September, 2016

For AFSCME, Local 88-1:

Kevin Shields – Richard Harris

John Talbott, Martha Washington

Laurel Bettencourt – Hooper Detox

Mary Darnell – Letty Owings Center

Amanda Dodge – Hooper/Sobering

Loan Pham – Old Town Clinic

Patty Follette – Old Town Clinic

For Central City Concern:

Bill Wiechmann, Board Chair

Ed Blackburn, Executive Director

Joe Chapman, Senior Director of Human Resources & Organizational Development, Negotiator

Arielle Bernstein – Hooper Detox

Kerry Lee Sumner - Estate

Eben Pullman – AFSCME 75 Council Representative, Negotiator

Addendum A

2016-19 Entry Level Hourly Rates

Please Note: The wage rates below reflect entry level hourly rates. Regular employees should refer to Article 14.01 to calculate correct pay rates after their anniversary dates (step increases) and contract anniversary dates (across the board wage increases).

Hooper	Hourly Rate 7/1/2016	Hourly Rate 7/1/2017	Hourly Rate 7/1/2018
Adm Clerk/Records Clerk	$16.19	$16.74	$17.29
Subacute Technician	$15.54	$16.09	$16.64
Janitor/Laundry	$12.65	$13.20	$13.75
Lead Nurse	$38.59	$39.17	$39.76
Nurse	$36.07	$36.62	$37.17

Sobering			
Sobering Tech I	$15.54	$16.09	$16.64
Sobering Tech II	$16.36	$16.91	$17.46
Inebriate Emergency Responder	$16.36	$16.91	$17.46

Housing/Community Maintenance			
RSSS	$13.03	$13.58	$14.13
CBA	$13.23	$13.78	$14.33
Janitor I	$12.65	$13.20	$13.75
Janitor II	$14.64	$15.19	$15.74
Janitor III	$16.42	$16.97	$17.52
Painter I	$13.71	$14.26	$14.81
Painter II	$15.77	$16.32	$16.87
Painter III	$17.96	$18.51	$19.06
Maintenance Worker I	$15.34	$15.89	$16.44
Maintenance Worker II	$16.10	$16.65	$17.20
Maintenance Worker III	$18.41	$18.96	$19.51
Lead CBA	$15.36	$15.91	$16.46

LOC			
Female Treatment Assistant	$13.86	$14.41	$14.96
Child Care Provider	$15.54	$16.09	$16.64
Cook I	$13.12	$13.67	$14.22
Cook II	$15.34	$15.89	$16.44
Facilities Assistant	$13.61	$14.16	$14.71

OTC/Admin

Medical Assistant	$16.15	$16.70	$17.25
Medical Records	$16.19	$16.74	$17.29
Receptionist	$16.52	$17.07	$17.62
Lead Receptionist	$19.14	$19.69	$20.24
Transport	$14.61	$15.16	$15.71

Clean & Safe

Clean & Safe Crew I	$12.65	$13.20	$13.75
Clean & Safe Crew II	$14.64	$15.19	$15.74
Clean & Safe Crew - Loo	$15.65	$16.20	$16.75
Clean & Safe Crew III	$16.42	$16.97	$17.52