

**A Collective Bargaining Agreement between
Janus Youth Programs and
Portland Industrial Workers of the World (IWW) General Membership Branch**

Article 1) Union Recognition

Section 1: The Street Light/Porch Light Bargaining Unit. The Employer recognizes the IWW as the exclusive bargaining representative for residential advocates, relief coordinator, , eligible substitute workers (As defined in Section 2) and any newly created, or reinstated non-exempt, non-professional positions at the Street Light/Porch Light Shelter Programs. All other positions including temporary workers (*i.e.*, employees hired for less than six months) are excluded from the Street Light/Porch Light bargaining unit.

Section 2: Substitute Workers.

2.1 Bargaining Unit Eligibility. Substitute workers who (1) perform 200 hours of substitute coverage at StreetLight and/or PorchLight within one anniversary year shall then be in the bargaining unit or (2) have transferred from a Streetlight/Porchlight bargaining unit residential advocate or relief coordinator position after successfully completing their introductory period; provided, however, they continue to perform at least 96 hours of work each anniversary year. If a substitute worker within the bargaining unit does not perform 96 hours of work in an anniversary year, they will lose bargaining unit status and must perform another 200 hours within an anniversary year to regain eligibility.

Limited Rights. Substitute workers within the bargaining unit shall remain employees at will, meaning either Janus or the substitute worker can end the employment relationship at any time with or without cause.. In addition, Substitute Workers within the bargaining unit are not subject to Article 4 (to the limited extent the rights listed conflict with the limits in this paragraph), 10-11, 13, 15, 18, and 27of the Agreement. Substitute workers shall remain subject to the relevant provisions of the Employee Guidebook and the Policy and Procedure Manual for the Program.

2.3 Additional Rights. Substitute workers within the bargaining unit will be provided supervision meetings at least once every quarter; are encouraged to attend all group trainings held at staff meetings; and encouraged to raise any performance-related or other issues with their supervisors or Human Resources. Any issues raised by substitute workers will receive a timely response. Substitute workers taken off the call-list will also be given a reason in writing for their removal and shall have access to the grievance process in the Employee Handbook

Section 3: Transferring Positions.

3.1 Transferring Between Position or Worksites. Bargaining Unit employees who transfer from one Janus bargaining unit position or worksite to another will retain their current bargaining unit status.

Article 2) Union Membership

Section 1: Union membership will be entirely voluntary and will not constitute a condition of employment at Street Light/Porch Light. The Employer shall not interfere with the right of any person in its employ to become a member of the union, if s/he so desires and the Union shall respect the right of any person employed by Janus not to become a member of a union if s/he so indicates. Whether a member of the union or not, all bargaining unit employees are subject to the terms and conditions of this collective bargaining agreement.

Section 2: Upon request, not to exceed twice per year, the Employer shall furnish to the Union an alphabetical listing of current bargaining unit employees, indicating each employee's job title.

Article 3) Management Rights

Section 1: the Employer retains and reserves all statutory, customary, and inherent management rights, prerogatives, functions and authority except where expressly limited by a specific Article of this Agreement or where limited by existing or subsequently enacted legislation.

Section 2: By way of illustration, a non-exhaustive list of rights and prerogatives exclusively retained by the Employer except where expressly limited by a specific Article of this Agreement include the rights, in accordance with its sole and exclusive judgment and discretion, to be the sole judge of all applicants; reject any applicant for employment; select and hire new employees from any source; set qualifications, standards and requirements for each position; direct the work force; assign work to employees; evaluate employees; promote, transfer or reassign employees; establish performance standards; discipline, suspend, demote or discharge employees; set training requirements for employees; decide the number and location of its facilities, departments and employees; establish, modify or eliminate job classifications; introduce new responsibilities to existing classifications; determine the need to add to or reduce numbers and classifications of employees; relieve employees from duty because of lack of work or other reasons consistent with efficient operations and business and customer needs; determine and implement the Employer's financial and budgetary needs and accounting procedures; to use independent contractors or volunteers to perform work or services; to close departments, facilities, or business units or portions thereof; determine the services to be rendered to customers and the methods for providing such services; to introduce new or different methods or procedures; to issue, amend and revise policies, rules, regulations, and practices; and to take whatever action is either necessary or advisable to determine, manage, and fulfill the mission of the Employer and to direct the Employer's workers. The foregoing list of management rights shall not exclude other rights of management not specifically set forth.

Section 3: If the Union believes that Janus has violated this provision, it may grieve the matter in accordance with Article 11, Section 3.

Article 4) Workers' Rights

Workers' rights include but are not limited to a recognition of the inherent worth and dignity of all staff and the right to be treated fairly day to day and with respect to all policies and procedures. Janus and the Union shall cooperate in maintaining and improving the human relationships in the workplace.

As explained and limited by specific Articles of this Agreement and the Employee Guidebook, a non-exhaustive list of workers' rights include the following:

- Employees have the right to clear, well-defined and visible rules, standards, and policies, the right to full and timely knowledge of their job duties and responsibilities, and the right to voice disagreement with remedial decisions. Timely knowledge of their job duties shall include, absent emergency circumstances, the right to know of any significant change in job duties before an employee's shift starts.
- Employees have the right to present grievances in writing, directly to management or through an authorized representative of the Union.
- Employees have the right to view their personnel files.
- Employees have the right to notice of any disciplinary concerns or actions.
- Employees have the right to union or co-worker representation during meetings of an investigatory or corrective nature.
- Employees have the right to have complaints they make and allegations levied against them properly investigated by a supervisor and/or Human Resources.

Article 5) Labor-Management Commitment to Cooperation

Section 1: The Parties fully recognize that progress in the future is dependent upon a relationship of mutual trust, understanding, sincerity and full and open communication. In the administration of this Agreement, and in the course of our day-to-day relationship, the Parties will make every effort to treat each other with respect. Should differences or misunderstandings occur they will be resolved through cooperative trust and respect.

Section 2: The Employer shall seek to preserve the participatory tradition of employee input with regard to policies and procedures of Street Light/Porch Light. Issues not subject to bargaining shall still be allowed full discussion between bargaining unit members and their supervisors. That is, employees and their Union representatives shall be encouraged to suggest improvements consistent with the Mission Statement, and the Employer agrees to give this input a fair and considered hearing.

Article 6) No Strikes/No Lockouts

Section 1: No strike: During the term of this Agreement, neither the Union nor its members shall incite, encourage, or participate in any strike, sympathy strike, walkout, slowdown or other work stoppage of any nature.

Section 2: No Lockout: No lockouts shall be entered upon by the Employer for the term of this Agreement.

Article 7) Union Delegates, Representatives, Shop Stewards and Visitation Rights

Section 1: The Employer agrees to recognize Union designated Delegates, Shop Stewards and designated non-employee Representatives as the Union agents in the representation of the bargaining unit. The Union agrees to provide a list of names and contact information for all of the above to the Streetlight/Porchlight Program Director and update as necessary.

Section 2: Any meeting that a bargaining unit member would be entitled to have a union or co-worker representative present, the employee will be given his or her choice of union or co-worker representative provided, however, that the unavailability of the employee's choice cannot unreasonably delay the meeting. If an employee elects to have a non-employee union representative as their support person, the selected union representative or agent may enter the relevant worksite to attend the meeting. The selected non-employee representative must agree in writing to abide by the same confidentiality requirements of employees regarding information about clients that may be disclosed in any such meeting. If a worker arranges a meeting with management, they may bring a co-worker or other union representative with them regardless of the reason for the meeting, provided it does not disrupt work coverage.

Article 8) Union Bulletin Board and Notices

The Employer agrees to allow the Union one bulletin board for the exclusive purpose of posting Union notices in an area outside of client access at Street Light and Porch Light. The Union shall pay for, furnish and install the bulletin board, which shall be no larger than 2' x 3'. The Union shall be responsible for the bulletin board's maintenance.

Article 9) Freedom from Discrimination

The Employer and the Union are committed to equal employment opportunity both in principle and in practice. The Employer's policy is to recruit, to hire, to train and promote persons, and to provide client services, without discrimination on the basis of race, color, religion, ethnicity, use of native language (except where to do so would interfere with service delivery to clients), national origin, age, sex, marital or familial status, height/weight ratio, disability (if the individual is qualified for the position with or without reasonable accommodation), veteran status, pregnancy, childbirth or related medical condition, sexual orientation, citizenship, gender identity, caretaking responsibility, political affiliation, or any other status protected under applicable federal, state, or local laws and regulations. The Employer is also committed to recognizing and honoring cultural diversity and promoting culturally appropriate practices. All employees are responsible for treating each other with dignity and respect.

Article 10) Discipline and Termination

After bargaining-unit employees have successfully completed their introductory employment period they will not be disciplined or discharged unless the Employer has a good faith reasonable belief that there is just cause for such action and employees will receive a written statement of the basis for such action. A "good faith reasonable belief that there is just cause" for discipline is a different standard than traditional just cause. Under this standard, as applied in this Agreement, the Employer retains the right to weigh the evidence to support just cause. To demonstrate "good faith reasonable belief" the employer must conduct and document an investigation appropriate for the alleged infraction that produces such relevant evidence that a reasonable mind might accept as adequate to support the employer's conclusion—typically this will require more than mere hearsay--and the supervisor must consult Human Resources or Program Director about any decision resulting in discipline equal to or greater than a written warning. HR will be consulted before any termination decision.

Discipline: The Union and the Employer agree that the purpose of a corrective action process is to both correct a work performance problem and to avoid its repetition. Therefore, absent an infraction justifying immediate termination the worker should be told that improvement or change in work performance or behavior is necessary as soon as possible after the problem has been identified. The worker, however, must then actively participate in correcting areas identified for improvement in a timely fashion.

Corrective action will include the steps defined below, except in the following instances. Management has the right to skip or repeat any of these disciplinary steps if 1) the employee's conduct is serious enough to warrant accelerated discipline or constitutes a "serious infraction," as defined below," to warrant immediate discharge; or 2) if the employee fails to actively participate in corrective areas identified for improvement; or 3) if the employee fails to cooperate in an investigative process initiated as a result of an allegation made against the employee. It is the mutual goal that employees will be treated similarly in similar circumstances; however the Union

agrees that a decision to repeat a step may not be used to establish a past practice requiring similar treatment in the future.

Corrective Action Steps:

- 1) Documented Verbal Warning– for minor concerns, including minor performance issues. Regular verbal counseling, feedback and supervision are encouraged. Supervisors will typically track such interactions in supervision notes. When verbal coaching is not followed or develops into a pattern of concern, or upon the first instance of a minor concern that in management’s discretion warrants a more formal instruction then a Documented Verbal Warning shall be given. The Documented Verbal Warning shall be conducted in private, as soon as possible after the offense has occurred, and if the misconduct is repeated during any delay, Janus agrees that it will not issue a second Documented Verbal warning before the first is received. The Documented Verbal Warning shall be confirmed in writing with a copy given to the employee, signed by the employee to indicate receipt, and sent to Human Resources for filing in the employee’s formal personnel file. Receipt of a Documented Verbal Warning signifies that the corrective action process has begun. Going forward Documented Verbal Warnings will be identified as “Documented Verbal Warnings,” but the parties acknowledge that before this contract a verbal warning may have been documented in a variety of fashions including, but not limited to a coaching note or a memo of clarification. Unless expressly told otherwise in writing that a written warning will result sooner because of the severity of the concern, multiple Documented Verbal Warnings will not result in a written warning unless an employee receives more than three Documented Verbal Warnings in a six month period.
- 2) Written Warning – for more serious violations, concerns, performance issues or when a worker repeats the conduct described in a a previous Documented Verbal Warning or failed to take the corrective action required in a previous Documented Verbal Warning.. A Written Warning shall state in writing the facts as known surrounding the offense, previous verbal warning (if any), plan of action for correcting the offense, and reference to the fact that if the offense is not corrected, further progressive discipline will be necessary. If termination is a possible outcome if the offense is not corrected or if the offense is repeated, the Written Warning will expressly state that fact. Janus may, at its discretion, repeat the written warning step for the same violation if the violation is repeated or corrective action plan is not fulfilled. A copy of the warning will be given to the employee in person and the employee shall sign a copy to indicate receipt that shall be placed in the worker’s personnel file.
- 3) Suspensions **without pay** for up to one week are sometimes used for major violations of policy or when previous verbal warning and a written warning have been ineffective in correcting the offense(s) as a one-time alternative to employment termination. Before returning to work, a suspended without pay

worker, will attend an in-person meeting where the worker will be presented a corrective action plan that explains that if the worker repeats a violation following a suspension, immediate dismissal may occur.

A suspension may also be used to remove an employee from organization premises during an investigation to determine appropriate action (sometimes of a disciplinary nature, up to and including discharge). In these instances the suspension will be treated as paid administrative leave for a maximum of five regularly scheduled shifts. Any additional suspension will be unpaid. If Janus is responsible for conducting the investigation, and at its conclusion the employee is exonerated and returned to work, Janus shall provide the employee with any back pay for any unpaid portion of the administrative leave. If an outside agency, including but not limited to DHS or the police, is responsible for the investigation and the employee is exonerated and returned to work, Janus may, but shall not be required to provide the employee with any back pay for any unpaid portion of the administrative leave.

- 4) Discharge – for violations of a nature that warrants it, when a DHS, police and/or related investigation continues for 30-days, or when previous disciplinary action (confirmed in writing) has not been effective. Before discharging an employee, supervisors must obtain upper management’s and Human Resources’ approval. When discharged, an employee will be provided with the reason for his or her termination in writing.

Serious Infractions: The Union and Employer agree that certain infractions are serious enough to warrant immediate termination, a **non-exhaustive list** of these infractions includes:

- 1) Child Abuse
- 2) Using threatening language toward a supervisor, co-worker, or client
- 3) Threatening, intimidating or coercing a supervisor, co-worker, or client
- 4) Possessing a deadly weapon on Employer premises or while on duty
- 5) Making physical unwelcome sexual advances to any staff or client or other serious boundary violations
- 6) Reckless or intentional falsification of personnel or other vital records
- 7) Use, possession, transfer or sale of drugs on the Employer’s premises or in the presence of clients
- 8) Use of alcohol on Employer premises
- 9) Working while under the influence of alcohol or illegal drugs
- 10) Intentional or careless actions resulting in substantial damage of a major nature to Employer’s property, clients or personnel
- 11) Theft
- 12) Serious safety violations
- 13) Any conduct that a prudent and reasonable individual would deem so egregious that immediate termination is warranted in these circumstances.

Union Representation: At any time during the corrective action process, the worker may arrange to bring his or her union representative or another on-site coworker of his or her choice to meetings of a corrective nature.

Personnel Record: A worker has access to the material in his/her personnel record by arranging an appointment with a human resources representative. Employees are welcome to submit personal statements and to have that submission appended to any written record of discipline. If after receiving a written record of discipline, the employee completes a year of service without any further discipline on the same violation, they may request that the employer indicate their improvement in writing in their file. The improvement notice will be stapled over the original written record of discipline and will typically return the employee to step one discipline if future disciplinary action becomes necessary. If the employee is not returned to step one, the employee will be told why in writing.

Investigations: When a complaint or accusation of employee misconduct or other infraction is brought to the Employer's attention, the Employer shall conduct and document an investigation appropriate for the alleged infraction. All reasonable efforts to determine the veracity of the accusations shall be made. If the Employer determines a good faith reasonable belief that discipline is warranted based on the evidence gathered in the investigation, such action shall be taken. In any investigation, the Employer will try to protect both the privacy of the complaining party and the accused party's competing desire for information. Absolute confidentiality and total disclosure, however, cannot be promised and will rarely be achieved.

Article 11) Grievance Procedure

Section 1: All bargaining unit members have the option to, and are encouraged to, informally solve problems individually with their supervisor, with management, or with the support/assistance of a coworker or Union representative. Bargaining unit members who have completed their introductory period of employment may formally grieve concerns relating to (1) discipline; (2) discharge; or (3) contract interpretation. No other concerns or complaints are subject to the following formal grievance procedures including, but not limited to an appeal for layoff or other temporary or permanent reductions in staff or work hours, which are solely matters of management discretion. This grievance process, however, does not alter the harassment policy in the guidebook, and bargaining employees have full access to that procedure, which remains in full force and effect. This includes the right to report harassment to the Executive Committee of the Board in appropriate circumstances. Use of this grievance process will also not delay any challenged action. However, actions may be modified or reversed as a result of a grievance hearing.

Section 2: Discipline and Discharge Grievance Procedure. The following procedure shall be used for resolving grievances relating to the discipline and discharge of a bargaining unit employee. . Grievances of discharge shall start at step 2.

Step 1. Meeting with Supervisor. Within 10 working days (*i.e.*, Monday through Friday) of receiving the challenged discipline, the aggrieved employee shall provide his or her supervisor a written request to meet and discuss the challenged discipline.

The aggrieved and his or her supervisor shall schedule an informal problem solving meeting to occur as soon as possible, but no later than 10 working days from receipt of the request to meet.. The employee may, but need not, elect to bring a coworker or the shop steward or other union representative. The employee also may elect to have the program director or a human resources representative present. Supervisors and employees are expected to approach such discussions with an open mind and a desire to resolve employee concerns fairly and as quickly as possible. Within 10 working days of the meeting, the supervisor shall provide a written response to the grievance.

Step 2. Written Complaint To Human Resources. If the grieving party is not satisfied at the conclusion of Step 1, within 10 working days from the written response to the step 1 meeting with his or her supervisor or within 10 days of a challenged termination, the grievant must complete and submit a Conflict Resolution Request form to the human resources director. The completed form should include the following information:

- The act or omission which the employee feels is a problem, including if relevant the Article of this Agreement that they claim has been violated;
- The date the act or omission allegedly occurred;
- The circumstances which created the grievance; and
- The specific remedy sought.

As soon as practical after timely receipt of the grievance, a meeting shall be scheduled at mutually convenient time, between a representative and representatives of the Union and a representative or representatives of the Employer in an attempt to resolve the controversy, dispute or disagreement. A written answer to the grievance will be provided within thirty (30) working days from that meeting. If the grievance relates to an employee discharge, reasonable efforts will be made to expedite consideration of the grievance. As part of its written answer, Employer shall indicate whether it would be willing to continue discussions about the grievance. If the Employer is not willing to continue discussions and it is a discharge grievance, the matter shall proceed to Step 3.

If the Employer is willing to continue discussions, the Union shall indicate within five (5) working days following receipt of the written answer whether the union wishes to proceed with Step 3, if it is a discharge grievance, or continue discussions. If the Union also agrees to continue discussion, Step 3, if it is a discharge grievance, will be delayed until one of the parties gives written notice that no further discussion is desired.

Step 2 is the final step in a grievance related to discipline and the final Agency decision, once discussions have ceased, cannot be appealed.

Step 3. Final Appeal Process for Grievance Related to Employment Discharge. When an employee's grievance relates to discharge from employment (with the exception of those with documented evidence of action endangering children or acts which are illegal, *i.e.*, child abuse, acts of violence, etc.), and the employee is not satisfied with the results of Step 2, the employee may make an appeal to a Review Panel within 10 working days of receiving the Step 2 decision. The Appeal shall be submitted in writing to Human Resources. The Review Panel is comprised of a small pool of qualified volunteers (employees and managers) with no conflict of interest with the issue being appealed.

The actual Review Panel for a particular grievance will include one eligible employee from outside the program (the "program" for this Article shall include Streetlight/Porchlight), one eligible employee from within the program, one eligible bargaining unit employee from outside the program, and two program supervisors/ managers/directors from outside the program. In addition, a nonvoting human resources representative will coordinate and monitor the panel. Only a majority of the panel can reverse the employer's decision.

All panel representatives will be randomly selected from the pool by the Executive Director/executive director and a union representative. The employee complainant, members of the panel, or human resources may eliminate a participant due to a bona fide conflict of interest. In addition, selected panel members may decline due to time constraints.

Once the review panel has been identified, as soon as is mutually convenient for all participants involved the panel shall assemble to receive written and oral evidence. The aggrieved employee shall be allowed to have a union representative with them during the review panel session. Ideally, the appeal process should be completed within 30 days, but shall not take more than 60 days.

The authority of the Review Panel is limited to review of employment discharges. They do not have authority to change policies and procedures, pay rates, benefits or work rules. Should the Review Panel reverse the discharge decision, however, they do have authority to issue a back pay award less any severance and unemployment compensation received by the wrongly terminated employee. In addition, upon showing of evidence that the employee returned monies received to the appropriate unemployment compensation administration the back pay award shall be increased to reimburse the wrongfully terminated employee for the returned unemployment compensation. The decision which results from this process will be final and binding on the Agency and the employee involved. Copies of all formal correspondence or documents resulting from the grievance process are retained in the employee's personnel file.

Membership Eligibility in the Review Panel Pool. To become qualified as a volunteer for Review Panels, employees are required to meet the following criteria: a) regular status employment; b) employee meets or exceeds minimum performance standards and has had no formal disciplinary

action equivalent to or higher than a written warning (*e.g.*, step 2 in the progressive discipline process in Article 10 of this Agreement) in the past six months. Those who wish to volunteer must submit a completed Review Panel volunteer form to the human resources department for pre-approval. Reviewers are required to demonstrate sensitivity and maintain appropriate confidentiality when handling information obtain during a review process. Failure to do so may result in expulsion from the Panel, Review Panel Pool, and if warranted discipline.

Employee Pay for Required Interviews or Review Panel Investigation

The review and investigation process may require employee participation outside of normal work hours. When this occurs, the nonexempt employee(s) should record the time on his/her regular time sheet and have it approved by the human resources director. Nonexempt employees are compensated at their normal hourly rate of pay when participating in review/investigative processes. Hours worked over 40 in one work week will be compensated at time and one half. The Agency reserves the right to alter employees' work schedule so that employees do not need to work overtime.

Section 3: Contract Interpretation Grievance Procedure. The following procedure shall be used for resolving grievances relating to the interpretation (or alleged misinterpretation) of this Agreement.

Step 1. If the Union believes that a provision of this contract has been misapplied or breached (other than the provisions regarding discipline and discharge which can be aggrieved in the procedure detailed above) they shall submit their grievance in writing to the Executive Director within forty-five (45) calendar days of the alleged occurrence. The written grievance shall contain a statement of the alleged complaint, identify any aggrieved employee or group of aggrieved employees, will list the articles of the contract the grieving party(ies) feel have been violated, will state the remedy expected, and should be signed by a Union representative. An individual employee cannot bring a grievance under this procedure absent the support of his or her union. As soon as practical after timely receipt of the grievance, a meeting shall be scheduled at mutually convenient time, between a representative and representatives of the Union and a representative or representatives of the Employer in an attempt to resolve the controversy, dispute or disagreement. The Union shall have the right to present an amended grievance at the beginning of that meeting. A written answer to the grievance will be provided within ten (10) working days from that meeting. As part of its written answer, Employer shall indicate whether it would be willing to continue discussions about the grievance. If the Employer is not willing to continue discussions, the matter shall proceed to Step 2.

If the Employer is willing to continue discussions, the Union shall indicate within five (5) working days following receipt of the written answer whether it wishes to proceed with Step 2 or continue discussions. If the Union also agrees to continue discussion, Step 2 will be delayed until one of the parties gives written notice that no further discussion is desired.

Step 2. If the grievance is not settled on the basis of the foregoing procedure, either the Employer or the Union may notify the other party, in writing, of their intent to submit the issue for arbitration within five (5) working days following the receipt of the written answer or notice that further discussion is no longer desired. The fees and expenses of the arbitrator and any other expense jointly incurred at the arbitration shall be shared equally by the Employer and the Union.

All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expenses of witnesses called by the other.

Upon a timely request to submit a grievance to arbitration, the parties shall jointly request that the Federal Mediation and Conciliation Service provide a list of nine (9) arbitrators. Representatives of the Union and the Employer will then meet and shall alternatively strike one of the submitted names until (1) name remains. The remaining name shall be the arbitrator and the grievance shall be submitted to him or her for a decision.

The function of the arbitrator shall be to interpret and apply this Agreement. The arbitrator shall require compliance with the procedural requirements of this Article and shall have jurisdiction to hear only issues arising out of an alleged violation of this Agreement, except that the arbitrator shall not have authority to rule upon a dispute regarding a claim that the Employer took inappropriate disciplinary or discharge action. The arbitrator also shall have no power to add terms or provisions to this Agreement, nor to extend the duration of this Agreement and cannot issue an award that has any of those effects.

Article 12) Employees Subject to Rules In Employee Guidebook

To the extent not inconsistent with any of the express provisions of the Agreement, all employees shall remain subject to the rules and regulations contained in the Employer's "Employee Guidebook" as the same, may from time to time, be revised.

If a subject of the Employee Guidebook is also covered by this Agreement, then during the duration of this Agreement the terms of this Agreement will supersede the Employee Guidebook for bargaining unit employees, unless this Agreement expressly states otherwise.

If a subject of the Employee Guidebook is not covered by this Agreement, the Employer is free to revise the contents of Employee Guidebook during the term of this Agreement without negotiating over the changes with the Union and the Union does not have any grievance or arbitration rights related to any changes in the Employee Guidebook. The employees, however, retain the right to discuss any concerns over changes that they may have.

The Union will be notified of any changes to the guidebook within one month of the change.

Article 13) Introductory Period

Section 1. All newly hired employees are subject to the six-month introductory period, except that bargaining unit member substitute workers hired into a regular bargaining unit position will be subject to only a three-month introductory period. During the introductory period, employees may be disciplined or discharged at the discretion of the Employer and such action shall not be subject of a grievance under this Agreement. During the introductory period, however, employees who have questions regarding any discharge or discipline are entitled to use the grievance procedure in Janus' Employee Guidebook to challenge such actions despite any limitation on access to the grievance process for introductory employees that is found in the Employee Guidebook.

Section 2. All newly hired employees are entitled to receive a performance review after their first three months of service. (A copy of the 3-month performance review form is attached to this Agreement.) If the three month performance review is not conducted in a timely fashion, then the employee's introductory period will cease and the employee will be considered a regular employee after only three months of service. For purposes of this Article the three month performance review will be considered timely if it is conducted within two calendar weeks following the first 90 calendar days of employment or a date which is mutually agreeable to both the employer and employee, but which is in no case longer than 30 days after the end of the 90-day review period. Management shall never request employees to "backdate" reviews.

Article 14) Health and Safety

The Employer will take reasonable precautions to safeguard the health and safety of employees during their hours of work and to maintain recognized standards of safety and sanitation.

14.1 At least one bargaining unit employee from Street Light/Porch Light may be selected by the bargaining unit to be on the Janus Safety Committee and attend paid meetings. The Union agrees that the selected employee(s)' job duties shall include attendance at the Janus Safety Committee meetings as well as those duties required in the safety committee job description. The selected employee(s) shall not have their regular work schedule altered for the sake of avoiding overtime due to their participation in typical Janus Safety Committee meetings. In the unlikely circumstance that an employee(s) Safety Committee duties require them to do something beyond attending a typical meeting, then the employee(s) agree to discuss with their supervisor the possibility of a schedule adjustment that would limit the amount of overtime for that week without reducing the employee(s) regularly scheduled hours.

14.2 Workspaces and shelters will be thoroughly cleaned up to professional standards by people other than staff at least once every six months and notice of the date the cleaning occurred shall be placed on the safety board. This thorough cleaning shall include, at least, a cleaning of the following:

- carpets
- linoleum floors (kitchen and dining area)
- showers/toilets/restrooms

- mattresses (and/or mattress covers)
- furniture (spot clean and disinfect)
- air vents and ducts (inside and outside of the building)
- verify working order of air ventilation system and replace air filters
- kitchen appliances, sink area, cabinets

14.3 Employees agree to maintain these areas in between the 14.2 cleaning in accordance with the shelter's cleaning schedule, as may be amended time to time by the Employer.

Article 15) Layoff and Recall

Section 1: Because of the diverse nature of the Employer's activities, layoffs or other forms of workforce reductions may occur either organization-wide or only in specific programs, work groups or classifications. For purposes of this Article, a layoff or workforce reduction results in an "employment loss" when (1) a bargaining unit employee's position is eliminated and (a) the employee is not offered a transfer or (b) the employee is offered a transfer to a location outside a reasonable commuting range, but the employee rejects the transfer; or (c) the employee is offered a transfer within a reasonable commuting range for a position with a salary that is less than 90% their bargaining position wage, and the employee rejects the transfer; (2) a bargaining employee is temporarily relieved of duty for non-disciplinary reasons for two consecutive weeks; or (3) a bargaining unit employees hours are reduced to a point that the employee no longer qualifies for full benefits (from 30 hours or more to fewer than 30 hours) and the employee declines continued employment with the reduced hours.

Section 2: Selection of bargaining unit employees to be effected by a layoff or workforce reduction will be made on the basis of departmental needs, with consideration of individual employee length of service, job performance, experience, expertise, training and other traditional factors including Janus' commitment to equal opportunity hiring and a diverse workplace. Before the selection of employees to be effected by layoff or workplace reduction is finalized, management shall create a preliminary list and inform the employees of this recommendation in an all staff meeting. Management will discuss its decision making process with as much transparency as possible, with the understanding that unless waived certain personnel factors could be private. In particular, to the extent Janus recommends laying off employees with more seniority than employees Janus recommends retaining, Janus will explain the specific basis for that recommendation. After receiving feedback from this staff meeting, Management will make a final decision regarding the effected employees. The union retains the right to grieve the selection of employee(s) for a layoff or workforce reduction, if the Union believes the selection involved inappropriate bias.

Employees who are affected by any reduction or layoff do not have the right to "bump" or otherwise displace or affect any other employee. Janus, however, agrees to make all reasonable efforts to help facilitate a transfer if an opening exists for which a laid off employee is qualified. In addition,

Section 3: Whenever possible the Employer will endeavor to provide the Union and the effected bargaining unit member with four weeks' notice of any scheduled layoff or workforce reduction that results in employment loss. Providing such notice, however, shall not be a guarantee of four more weeks of work. The Employer does guarantee to provide two calendar weeks' notice or two work weeks pay to all affected bargaining unit members that suffer an employment loss and will comply with its obligation to bargain over the effects of any layoff. In addition, all effected bargaining employees who suffer an employment loss will receive severance based on the following scale:

0 to 4 years of consecutive service at Janus:	2 work weeks' pay
4 years to 6 years of consecutive service at Janus:	3 work weeks' pay
6 years to 8 years of consecutive service at Janus:	4 work weeks' pay
8 years to 10 years of consecutive service at Janus:	5 work weeks' pay
10 years or more of consecutive service at Janus:	6 work weeks' pay

For the purpose of this Article "consecutive service" shall include service at Janus in any position interrupted by no more than one year. Exceptions allowing for consecutive service despite a longer than one-year interruption may be approved at management's discretion at the time of rehire.

Section 4: For employees who are laid off solely for budgetary reasons, the following shall apply: If the same position from which an employee was laid off reopens within one year of the layoff, that employee shall automatically be offered his/her former position with no loss of seniority. Such offer shall be made by telephone or mail to the most recent phone number or address provided by the employee to the Employer and must be accepted within in two weeks of the date of the offer.

Article 16) Promotions, Vacancies and Transfers

Bargaining unit employees shall share the same opportunity for promotions and transfers to vacant positions throughout Janus, including openings within the bargaining unit, as other Janus employees and the relevant provisions of the Employee Guidebook, including any modifications as the Employer may make, shall apply to the bargaining unit members

In addition, when a bargaining unit position is opened, the union will be given notice of the opening and any bargaining unit employees that apply for the position will be guaranteed an interview for the position assuming they meet the minimum qualifications for the position. In making hiring decisions, the employer will consider employee applicant past length of service, job performance, experience, expertise, training and other traditional factors including Janus' commitment to equal opportunity hiring and a diverse workplace. The employer is also committed to soliciting input and working in a cooperative manner with current employees. The employer, however, retains the ultimate decision making discretion.

Article 17) Wages and Overtime

For purposes of calculating seniority under this Article, length of service is based on consecutive service that is service interrupted by no more than one year, in the position of Street Light/Porch Light Residential Advocate.

Section 1: **Wages**

	New Hire	6 months	12 months	18 months	24 months
Residential Advocate	\$10.50 per hour	\$11.25 per hour	\$11.75 per hour	\$12.25 per hour	\$12.75 per hour
Relief Coordinator	\$11.25 per hour	\$12.00 per hour	\$12.50 per hour	\$13.00 per hour	\$13.50 per hour
Relief Workers (not in bargaining Unit)	\$10.00 per hour				
Relief Workers (eligible for bargaining unit)	\$11.00 per hour				

Section 2: **401K Contributions**

All bargaining unit employees will become participants in Janus' 401k program and be eligible for the same employer contribution Janus makes for all employees. Currently, the standard contribution is equal to 2% of total annual wages for all eligible employees after one year of employment..

Section 3: **Spanish/Foreign Language Differential**

Employees fluent in Spanish (or other utilized languages within the homeless youth system that are approved by management as eligible for a differential) will receive an additional \$.50 per hour beginning after the Program Director has approved the differential. Employee or Employer may request that the employee be determined eligible for the differential. Any employee believing they qualify for the differential should notify their supervisor or Program Director. Management retains discretion to set the level of fluency in reading and writing Spanish (or other approved language) necessary to qualify for the differential.

Section 4: **Overtime**

All employees who work overtime, that is more than 40-hours in one work week, will receive one and one-half their hourly wage for all overtime hours. Employees will keep track of their hours worked per week. If requested to work extra shifts by anyone other than a supervisor, employees are responsible for

making sure that any overtime they work is approved by a supervisor. All overtime hours must be requested by or approved by a supervisor and no employee will be forced to do overtime.

Section 5: Wage Reopeners

A. Regularly Scheduled Wage Reopeners

The parties agree to engage in renegotiations of the terms of this Article, Article 17, in June 2013 and 2015 under the following conditions:

- By May 1 of the applicable wage reopener year, the Union shall present in writing any information requests it may have related to wages;
- The first wage reopener bargaining session will occur during the first two weeks of June in the applicable wage reopener year;
- At the first wage reopener bargaining session in each wage reopener bargaining year, Janus shall provide a fully prepared written wage offer and respond to any timely information requests with appropriate documents;
- The parties shall meet for a maximum of three (3) sessions
- After three (3) sessions, if there is no agreement on wages the parties agree to use the Federal Mediation and Conciliation Services (FMCS) to assist in coming to an agreement on wages
- During the renegotiation the terms of this Article shall remain in effect until a new agreement is reached. No other Article of the contract is subject to negotiation during this wage reopener, except as follows:
 - At the first wage reopener bargaining session in both the June, 2013 and June, 2015 wage reopener, either party may come to the session with a “written and final version” of proposed modifications for one (1) Article other than Article 17. A “written and final version” of a proposed article is one that has the approval from membership/agency, such that if the other party agrees to the proposed changes it could be implemented immediately.
 - The parties agree to schedule up to a maximum of three (3) two-hour sessions, per Article, to discuss the limited proposed Article revisions properly presented at the first June, 2013 and June 2015 wage reopeners. These sessions discussing the limited proposed Article revisions will be in addition to the Wage Reopener sessions.
 - If after three (3) two-hour sessions on a proposed Article change, agreement is not reached, discussion of revisions to that Article will cease and the parties agree the status quo will continue for the remainder of the contract term.

B. Emergency Wage Reopeners

The parties also agree to hold an “emergency” wage reopener if the County should cut funding for the program by \$25,000 or more for any fiscal year. Janus shall notify the union that an emergency wage reopener is necessary within 45-days of receiving official notification of the cuts and the emergency reopener will be subject to the following conditions:

- The first emergency wage reopener shall occur as soon as possible after Janus gives the union notice of its necessity;

- At or before the first emergency wage reopener meeting, the Union shall present in writing any information requests it may have related to wages;
- At the first emergency wage reopener bargaining session, Janus shall provide a fully prepared written wage offer;
- The parties shall meet for a maximum of three (3) sessions
- After three (3) sessions, if there is no agreement on wages the parties agree to use the Federal Mediation and Conciliation Services (FMCS) to assist in coming to an agreement on wages;
- During the renegotiation the terms of this Article shall remain in effect until a new agreement is reached or the parties reach impasse. No other Article of the contract is subject to negotiation during this wage reopener

Article 18) Holidays, Fixed and Floating

The relevant provisions of the Employee Guidebook relating to holidays, fixed and floating, as it exists on the date this Agreement is ratified shall apply to bargaining unit employees. During the term of this Agreement, any modification that Janus makes to this provision of the Employee Guidebook will not apply to bargaining unit employees unless Janus and the Union agree to bargain over the change.

Article 19) Paid-Time Off

All bargaining unit employees are subject to the Leave and Absences Policies (section XVII) in the Employee Guidebook as it exists on the date of this Agreement. During the term of this Agreement, any modification that Janus makes to this provision of the Employee Guidebook will not apply to bargaining unit employees unless Janus and the Union bargain over the change.

Article 20) Paid Time-Off Donation Program

Bargaining unit employees are eligible to participate in Janus' Paid Time Off Donation Program, as exists, and may from time to time be modified, in the Employee Guidebook.

Article 21) Unpaid Respite Day (formally known as Unpaid Mental Health Leave)

All bargaining unit employees are eligible to take-off one full shift each month without pay for respite reasons provided substitute coverage can be arranged. Unpaid Respite Days (formally referred to as mental health days) do not accrue; if not used in a particular month, the use of that unpaid day cannot be taken at a later date. Unpaid Respite Day should be scheduled with as much advance notice as possible.

The name change of the leave in this Article will have no effect on how this leave will continue to be used. The name of the leave in this Article is being changed for purely semantic reasons to avoid any potential confusion between the leave in this Article and eligible leave for protected mental health conditions under such laws as, but not limited to, the Family Medical Leave Act (“FMLA”), the Oregon Medical Leave Act (“OFLA”) or the American with Disabilities Act (“ADA”). Information on those laws are in the Employee Guidebook.

Article 22) Bereavement

The relevant provisions of the Employee Guidebook relating to availability and use of Bereavement pay, as it exists on the date this Agreement is ratified shall apply to bargaining unit employees. During the term of this Agreement, any modification that Janus makes to this provision of the Employee Guidebook will not apply to bargaining unit employees unless Janus and the Union agree to bargain over the change.

Article 23) Jury Duty/Required Court Appearances

The relevant provisions of the Employee Guidebook relating to pay for excused time relating to jury duty, as it exists on the date this Agreement is ratified shall apply to bargaining unit employees. During the term of this Agreement, any modification that Janus makes to this provision of the Employee Guidebook will not apply to bargaining unit employees unless Janus and the Union agree to bargain over the change.

Article 24) Absences and Tardiness

Regular and punctual attendance is an essential function of all bargaining unit positions. Janus, however, recognizes the need and mutual benefit that is gained by time off and provides for approved time-off in a variety of ways as explained in Articles 18-23. Janus also recognizes that in rare circumstances an excusable unforeseen absence or tardy that is not covered by Articles 18-23 may occur. This policy is designed to clearly establish the limits of such uncovered time off.

If an employee is absent or tardy for reasons other than approved absences governed by Articles 18-23 or protected by FMLA or OFLA, they shall earn an Occurrence as outlined below. Three

(3) Occurrences in a rolling six-month period shall result in a written warning and four (4) Occurrences in a rolling six-month period shall result in termination. Occurrences shall expire six months from the date of the incident.

Missing a shift for reasons not covered by Articles 18-23 or protected by FMLA or OFLA counts as one (1) Occurrence. If an employee does not have enough PTO time to cover a full-shifts absence, an Occurrence will occur if more than three (3) hours of the missed shift is unpaid.

A tardy arrival, early departure or other shift interruption is considered a one-half (1/2) Occurrence. An employee is considered late if he or she reports to work more than five minutes after the scheduled starting time; an early departure is one in which the employee leaves before the scheduled end of his or her shift.

A no call/no show is considered four (4) Occurrences and may result in immediate termination. A no call/no show occurs when an employee fails to report to work and fails to call to report the absence. Management may consider extenuating circumstances when determining discipline for a no call/no show (for example, if the employee is in a serious accident and is hospitalized) and has the right to exercise discretion in such cases.

An employee should, but is not required to, receive notice (verbally or via written confirmation of verbal notice) of an Occurrence within 48 hours of the Occurrence. An employee, however, cannot receive another Occurrence for the same infraction unless notice of the initial Occurrence is given before any subsequent Occurrence for that infraction. Notice of all Occurrences will also be documented in the employee(s)' personnel file.

Article 25) Leave without pay

The relevant provisions of the Employee Guidebook relating to the availability and use of leave without pay, as it exists on the date this Agreement is ratified shall apply to bargaining unit employees. A copy of the controlling Employee Guidebook will be appended to this Agreement. During the term of this Agreement, any modification that Janus makes to this provision of the Employee Guidebook will not apply to bargaining unit employees unless Janus and the Union agree to bargain over the change. Leave without pay for less than a year will not result in loss of seniority.

Article 26) Inclement Weather or Emergencies

Section 1: Extreme weather conditions may require staff to extend their hours to provide coverage until replacement staff can safely reach the facility.

Section 2: Employees should not attempt to drive when conditions are too hazardous and safety is in jeopardy. The decision to travel to work requires the subjective judgement of the employee. To assist in meeting coverage needs, residential staff who have access to public transportation or taxis will be reimbursed for this expense with prior approval of the program director.

Section 3: Employees who can safely drive or be transported when the program is open are expected to work. In the event the program work site is open during a time the employee is unable to drive or be transported safely to work or will be late in arriving, the employee is responsible for notifying his/her supervisor as soon as possible prior to shift.

Section 4: When the work site is officially open, employees who are unable to drive or be transported safely may use sick, vacation or PTO leave, as applicable, or may take leave without pay. Employees not scheduled to work or who are on personal or vacation leave will not be affected by closure. When a work site is closed by the chief executive officer or the program director, affected staff will be compensated at their regular rate of pay for the time they were scheduled to work.

Article 27) Health Care

The Union agrees to accept the same health care and dental benefits as other Janus employees including the same level of employee contributions for premiums. The Union also expressly waives the right to bargain over any changes to the health care benefits the Employer may make to all employees during the duration of this Agreement including any increases in employee contribution to premiums or increases in co-payments. But if during the duration of this Agreement, the Employer decides to stop providing health care benefits to its employees it will bargain over the effect of that decision with the Union.

Article 28) Insurance and Retirement

The Union agrees to accept the same Life Insurance, Short Term Disability Insurance, Long Term Disability Insurance and all other similar benefits provided other Janus employees and accepts the same eligibility requirements that apply to non-Union employees. The Union also agrees to accept continued participation in the current 401(k) retirement program under the same terms and conditions offered other Janus employees. The Union expressly waives the right to bargain over any changes to these Insurance and Retirement benefits that Janus may make during the duration of this Agreement.

Article 29) Training

Section 1: New Employee Training

Section 1.1. New Employees will complete two paid shadow shifts before their first assignment.

For Street Light/Porch Light shelter employees each shadow shift shall include pre-bedtime and morning activity (roughly 8pm-1am and 7am-9am), but shall not require presence at the shelter during typical sleeping hours (roughly 1am-7am).

A shadow shift in a shelter requires that the shelter is fully staffed, *i.e.*, at least 2 fully-trained employees (which could include supervisors) are on duty. If due to an unforeseen emergency, a new employee is working a shadow shift that is not fully staffed, that time shall not constitute training. In those rare circumstances, at the supervisor's discretion, the new employee may be sent home or may be asked to stay and perform, for pay, non-client intervention related tasks, such as help in the kitchen.

During shadow shifts employees will not be disciplined for any minor misconduct or violations that they would not be expected to know without training, but are eligible for discipline for other misconduct or violations.

Section 1.2. New Employees will receive a copy of the Employee Guidebook and have access to the policy and procedure manual for their program. In addition, at a minimum, the following paid off-line training will be provided: Orientation I, Orientation II, Residential Counselor training (if appropriate or desired), First Aid/CPR, and Food Handlers Card preparation.

Section 2: Training Funds

The Street Light/Porch Light budget may include training funds for employees to use to obtain work-related training or educational opportunities that will further enhance the employees' professional development. These funds will be equally allocated to each employee. The allocation amount, along with the application process with instructions on how to request and use the funds will be posted on the safety bulletin board at the beginning of each fiscal year (July 1).

The following conditions will also apply to the use of these funds:

- Funds must be expended by the end of each fiscal year. No funds will be carried over to the next fiscal year..

Training funds not used by June 1 (or there is not a plan to use the funds by the end of the fiscal year) will revert back to the general training budget and can be used by management for overall agency training needs

- Employees may not allocate their training funds or any remaining portion of their training funds to another employee. Under certain circumstances, however, Janus, in its sole discretion, may choose to extend additional funds to allow an employee to attend a training that may cost more than the allocated amount.

- All requests to use individual training funds must be made in advance with the approval of a supervisor. The only determination the supervisor will make is whether or not the training/educational opportunity covers a work-related topic or issue (*e.g.* self-defense, drug and alcohol intervention, counseling, youth development, motivational interviewing, etc.).
- If the training request is approved, the employee will be responsible for covering the cost (registration, travel, etc.) and will submit receipts for reimbursement after completion of the training.

Section 3: Post Violent-Incident Forums

A forum will be established consisting of staff, including the Streetlight/Porchlight safety committee representative, and supervisors (and, if required, as determined by management, relevant qualified individuals such as safety committee members, mental and drug alcohol specialists) in the aftermath of a violent incident to discuss the incident and to process how it might be prevented in the future. All staff members will be contacted and invited to attend the forum. Management retains full discretion in determining what constitutes a “violent incident” that would require conducting this forum, but staff are encouraged to request a forum if they believe such an incident has occurred and forum has not been scheduled.

Article 30) Successorship

Before any agency or entity acquires or gains responsibility for Street Light/Porch Light, it is agreed that the successor, should it continue to fund Street Light/Porch Light, shall be obligated to recognize the Union and bargain in good faith.

Article 31) Severability/Savings Clause

If a court or administrative body of competent jurisdiction adjudges any term or provision of this Agreement to be invalid or unenforceable, such term or provision shall become invalid and unenforceable, but the remaining terms and provisions of this Agreement shall remain in force.

Article 32) Complete Agreement

The parties acknowledge that each has had the right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results are set forth in this agreement. Therefore, the Employer and the Union each voluntarily agree to waive the right to oblige the other party to bargain with respect to any subject specifically dismissed during negotiations or covered in this agreement unless the parties agree otherwise. Should the Parties mutually agree to bargain over an issue that they would otherwise not need to bargain over because of this provision, that decision to bargain will not create any past practice that would undermine this provision and require bargaining over subject matters that have been waived.

Article 33) Duration of Agreement

This Agreement shall become effective immediately upon execution and shall continue in force and effect through June 30, 2017. Should either party desire to modify or terminate this Agreement, it shall serve written notice at least 90 days before the expiration date.

Dated: _____

JANUS YOUTH PROGRAMS

IWW
