



**Office and Professional Employees International Union**  
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**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**COMPASS HOUSING ALLIANCE**

**AND**

**OFFICE AND PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION LOCAL NO. 8, AFL-CIO**

**FOR THE PERIOD OF**

**MARCH 31, 2017 THROUGH DECEMBER 31, 2019**

COLLECTIVE BARGAINING AGREEMENT  
OPEIU LOCAL 8 – COMPASS HOUSING ALLIANCE

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## COLLECTIVE BARGAINING AGREEMENT

### COMPASS HOUSING ALLIANCE

THIS AGREEMENT is made and entered into at Seattle, Washington this 31<sup>st</sup> day of March 2017, by and between Compass Housing Alliance, hereinafter referred to as the EMPLOYER and OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL NO. 8, AFL-CIO, hereinafter referred to as the UNION, for the purpose of fixing the minimum wage scale, schedule of hours, and general rules and regulations between the EMPLOYER and the UNION, and to clearly define mutual obligations between the parties hereto.

#### PREAMBLE

WHEREAS, the parties hereto desire to cooperate in establishing conditions which will tend to secure to the employees concerned a living wage and fair and reasonable conditions of employment, and to provide methods for fair and peaceful adjustment of all disputes which may arise between them, so as to secure uninterrupted operation of the Employer. All parties agree that all employees shall be treated with respect and shall work in an environment free from harassment.

NOW THEREFORE, be it mutually agreed to as follows:

#### ARTICLE 1

##### RECOGNITION OF THE UNION

**Section 1.1 CURRENT BARGAINING UNIT** The Employer recognizes the Union as the sole and exclusive collective bargaining agent with respect to rates of pay, hours and all other terms and conditions of employment. The bargaining unit includes all employees employed by Compass Housing Alliance except information technology employees, human resources employees, finance employees, fund development employees, SKCCH, COSL, relief staff, confidential employees, managers and supervisors. Any classifications established by Employer after July 26, 2015 shall not be subject to this Agreement unless by mutual agreement.

#### ARTICLE 2

##### UNION SECURITY AND MEMBERSHIP

**Section 2.1 UNION SECURITY AND MEMBERSHIP** The Employer agrees that all employees covered under this Agreement shall, as a condition of employment, thirty-one (31) days from the effective date of this Agreement, become and remain members of the Union in good standing.

**Section 2.2(a) UNION SECURITY AND MEMBERSHIP** The Employer further agrees that all new employees hired subsequent to the effective date of this Agreement shall, as a condition of employment, thirty-one (31) days from the date of employment become and remain members

of the Union in good standing.

**Section 2.2(b) UNION SECURITY AND MEMBERSHIP** The Union shall notify the Employer in writing that an employee has failed to acquire and maintain membership in the Union and shall provide the Employer with a copy of the final warning to the affected employees who have not acquired and maintained membership in the Union. In the event the employees fail or refuse to tender the dues and fees on which they are delinquent within thirty (30) calendar days of receipt by the Employer of such notice, the Employer shall discharge said employees. The aforementioned time periods may be extended by mutual agreement of the Employer and the Union.

**Section 2.3 PRESENT CONDITIONS** No present employee, who, prior to the date of this Agreement, was receiving more than the rate of wages or vacations designated in this Agreement, for the class of work in which the employee was engaged, shall suffer a reduction in the rate of wages or vacations or be subject to a schedule change from the application of this Agreement.

**Section 2.4 UNION ACCESS** Duly authorized representatives of the Union may have access at reasonable times to those areas of the Employer's premises which are open to the general public as well as bulletin boards for the purposes of investigating grievances and contract compliance. Union representatives shall not have access to those areas of the Employer's premises which are not open to the general public, including but not limited to work areas, employees' lounges, break rooms, and resident areas unless advance approval has been obtained from the Employer and the representative has signed in at the Reception Center if applicable. Approval will not be unreasonably withheld. Access to the Employer's premises shall be subject to the same general rules applicable to other non-employees and shall not interfere with or disturb employees in the performance of their work during working hours and shall not disrupt the resident care or the normal operation of the facility.

**Section 2.5 UNION STEWARDS** The Employer shall recognize that its employees may act as Union Stewards on behalf of bargaining unit members. The Union shall notify the Employer of all designated stewards. All grievances shall be processed by the Union Representative. Stewards and Union Representatives shall follow the Compass Housing Alliance policy on confidentiality.

**Section 2.6 NEW MEMBER ORIENTATION** The Union Representative or one (1) Union Steward will be allowed thirty (30) minutes paid release time to meet with new employees during each new employee orientation. The Employer will provide a list to the Union via email of new bargaining unit employees including their name, job classification, FTE, workplace/program assignment before orientation. The list will be provided no later than the end of the business day three (3) days before the orientation.

**Section 2.7 UNION COMMUNICATION** The Union shall be allowed the use of one (1) bulletin board space at each program site for the purpose of posting Union notices relating to general Union activity.

**Section 2.8 OPEIU Local 8 HARDSHIP FUND** The OPEIU Local 8 Hardship Fund provides

assistance to Local 8 Members experiencing an immediate, severe, and temporary financial situation due to an emergency. Hardship Fund applications are available on the OPEIU Local 8 website. Employees may make contributions to the Hardship Fund directly to the Union office.

**Section 2.9** The Union agrees to indemnify and hold the Employer harmless from any claims that may arise out of the enforcement of Articles 1 and 2 of this contract.

### ARTICLE 3

#### **MANAGEMENT RIGHTS**

**Section 3.1 MANAGEMENT RIGHTS** The management of the Employer and direction of the working forces are vested exclusively in the Employer and the Employer shall have all rights customarily reserved to management, except as such rights are expressly and specifically modified by this Agreement, including, but not limited to, the right to determine or revise job classifications and qualifications with notification to the Union, to hire, assign, promote, transfer, discipline or discharge; the right to relieve employees from duty because of lack of work; the right to contract or subcontract for services; the right to schedule hours or require overtime work; the right to establish rules pertaining to the operation of the Employer, the right to establish and change work schedules and assignments; to eliminate, change or consolidate jobs; the right to install new jobs; and the right to discontinue, relocate or reorganize or combine any department or branch of operations.

The Employer reserves the right to determine the products and services that will be provided, equipment and processes that will be used, standards that are required, required systems and automation of processes and systems, training and staffing. Management has no obligation to make or to refrain from making capital improvements to the Employer's workplace or equipment for any purpose.

The above-mentioned management rights are not to be interpreted as being all-inclusive but merely indicate the type of rights that belong to and are inherent to management. It is understood that any of the rights, power or authority the Employer had prior to the signing of this Agreement are retained by the Employer, except those specifically abridged, granted, or delegated to others or modified by this Agreement.

The Employer agrees that nothing in this Article shall be construed to mean that any Union or employee rights under the law are waived. Except to the extent expressly limited by a specific provision of this Agreement or by operation of law, the Union agrees that the management of the business and the direction of the work force is in the sole discretion, and is the sole responsibility of the Employer, except this does not limit the Union's rights under the National Labor Relations Act (NLRA).

**Section 3.2 SCHEDULES CHANGES** At the time of hire the Employer will designate the number of hours per week, shift start time and end time, and days of the week, the employee will be scheduled including any mandatory meetings. The Employer will give employees thirty (30) days advance notice for Employer initiated schedule changes unless otherwise mutually agreed to.

## ARTICLE 4

### HIRING AND TERMINATION

**Section 4.1 JOB POSTING** Notice of all job openings shall be emailed and posted via a companywide email. Applicants shall be chosen at the Employer's discretion based on skill and ability; if skill and ability are equal then seniority shall prevail. An employee who applies for a position and is not selected for an interview or is selected for an interview and is not hired for the position will be notified of the decision. The job posting will include: work schedule, job duties and responsibilities and pay range.

**Section 4.2** In employing new workers or replacing workers, the Employer will notify the Union of open positions so the Union may make appropriate referrals of qualified applicants. The Employer has the final decision as to who is hired. However, the grievance process may be utilized to challenge decisions made by the Employer which are covered by this Agreement.

**Section 4.3 INTERNAL HIRING** Employees applying for another position within Compass Housing Alliance shall have their application, interview, reference information, seniority and qualifications for the job considered. Compass Housing Alliance is committed to helping Employees in their career advancement. An employee hired to a higher position shall, at the minimum, receive the base rate of that position plus any length of service increases the employee is eligible for and shall receive such pay rate immediately.

**Section 4.4 REPAYMENT OF OVERPAYMENTS** If an employee is paid incorrectly, the Employer may deduct the overage from later paychecks if the overpayment is detected within ninety (90) days of when the overage occurred. Recouping of overpayment is limited to the ninety (90) day detection period. Employees will have a reasonable period of time to repay any overages and will be notified before any overages are recovered.

**Section 4.5 NOTIFICATION** The Employer shall notify the Union of new employees by the fifteenth (15th) of each month; provided that, the employees are covered under Article 1, giving the employee's name, address, personal email, personal phone number, DOB, job classification, program, work location, rate of pay, FTE, and date of hire.

**Section 4.6 PROBATION** Regular full-time and regular part-time employees shall be hired on a probationary period for the first ninety (90) calendar days of employment. Termination or discipline during this period will not be subject to review by the Union. Promotions are subject to the probationary period. In the event the promoted employee does not successfully pass the probationary period in the new job classification, such employee shall be given their former position without loss of FTE and former pay including pay increases. If there is no vacancy in the employee's former job classification, employees will be offered relief hours until they can be placed in the first open position in their former job classification.

**Section 4.7(a) PROGRESSIVE DISCIPLINE/JUST CAUSE** After the completion of twelve (12) months of employment, no Employee shall be disciplined or discharged except for just cause. Those employees disciplined or discharged after their ninety (90) day probationary

period but before they reach twelve (12) months of employment will be subject to the progressive discipline process.

**Progressive Discipline** The Employer and Union agree that in correcting inappropriate employee conduct or unsatisfactory performance, the Employer shall use a progressive discipline system as follows: Step 1–verbal warning; Step 2– written warning with improvement plan; Step 3 –final written warning with improvement plan; Step 4 – discharge. In addition, it is understood that the conduct at each stage of the progressive discipline process may or may not be related to the conduct at a prior step.

Where discipline is based on attendance violations, the Agency's attendance policy shall govern the appropriate discipline. All progressive discipline must be given within ten (10) working days from the date the Agency knew, or should have known, of the violation, and if such progressive discipline was not given to the employee and sent to the Union within ten (10) working days of such violation, the progressive discipline shall be null and void. The parties recognize that certain conduct is of such a serious nature that resort to a progressive discipline approach is inappropriate. The Employer may, therefore, skip any of the steps above and proceed to any step, up to and including discharge depending on the nature and severity of the incident. Conduct falling in this category may include but shall not be limited to: theft; intentionally damaging the property of others; endangering the safety of oneself or others; fighting; violation of Employer's harassment or discrimination policies; fraud; gross insubordination; violation of the Employer's drug and alcohol policy; gross misconduct or gross error. No employee will be disciplined or discharged without an investigatory meeting.

At its discretion, the Agency may withhold discipline and simply counsel an employee or may hand out different levels of discipline for behavior which may have been, or may subsequently be, the basis for discipline of a different employee. Such discretion shall not be exercised arbitrarily or capriciously.

**Section 4.7(b) WARNING NOTICES** An employee shall be given the opportunity to read, sign and attach a written response to any formal warning or disciplinary notice placed in their personnel file. After twenty-four (24) months disciplinary notices shall be too old for purposes of progressive discipline if no similar offenses occur during the twenty-four (24) month period.

**Section 4.7(c) PERSONNEL FILES** Employees may examine their personnel files during working hours, with reasonable advance notice.

**Section 4.7(d) PERFORMANCE REVIEWS** Each Employee shall meet with the employee's supervisor and receive a performance review by the end of the probationary period, by the end of the employee's first year anniversary date of hire, and in each subsequent anniversary of employment. The performance review will include feedback on job performance, discuss expectations and accomplishments, and set goals for career development. Performance reviews shall not be subject to the grievance procedure.

**Section 4.8 EMPLOYEE RIGHTS** An employee may have a Union Representative or Union Steward present at any meeting with management representatives which involves discipline or where an employee reasonably believes an investigation will result in disciplinary action. The

Employer will inform an employee prior to such a meeting that it is an investigatory meeting which may lead to disciplinary action. The Employer shall encourage managers that an employee be informed of this right prior to holding any such meeting. If the employee desires Union representation at such a meeting, the employee shall notify the Employer at that time and shall be provided reasonable time to arrange for Union representation at the meeting. Investigatory meetings are considered time worked.

**Section 4.9 TERMINATION NOTICE** Termination notice or pay in lieu thereof shall be as follows, except in cases of termination for just cause, illegal activity which disqualifies an employee from performing certain types of work as defined by state or federal laws, or gross misconduct:

Employed less than 90 calendar days .....no advance notice required

Employed 90 calendar days or more .....two weeks' notice or two weeks' pay

**Section 4.10 EMPLOYER POLICIES** To the extent that Compass Housing Alliance employment policies are not in conflict with this Agreement, they will be accepted as working policy. Where a conflict exists, the Agreement shall prevail. If a policy that relates to wages, benefits or working conditions is not covered in this contract, the Employer shall notify the Union in writing of the new policy or policy change. The Union will have two (2) weeks to respond. If the Union does not respond, the policy is implemented. If the Union wants to bargain over the policy, negotiations will be scheduled by mutual agreement of the parties.

## ARTICLE 5

### SENIORITY

**Section 5.1 APPLICATION** Seniority shall be defined as an employee's continuous length of service with the Employer from the most recent date of hire. Seniority shall not apply to an employee until completion of the required probationary period as defined in Article 4.6. Upon completion of the probationary period, seniority shall be retroactive as of the first day of hire.

As to layoff, recall from layoff, transfer, promotion, and shift changes skill and ability shall govern. When these qualifications are equal, seniority shall govern.

Seniority shall continue for a period of twelve (12) months during layoff. For recall, the employee must provide the Employer's Human Resources office with current contact information.

**Section 5.2 LOSS OF SENIORITY** Seniority shall be broken for the following reason(s):

- a) Discharge;
- b) Voluntary quit;
- c) Layoffs of twelve (12) months or more; this time limit may be extended upon mutual agreement between the Compass Housing Alliance and the Union on a case by case basis.



**Section 5.3(a) RECALL FROM LAYOFF** The Employer, upon rehiring, shall do so in order of seniority, where skill and ability are equal. Recalled employees shall be considered before internal transfers or promotions or outside candidates.

**Section 5.3(b)** The employer shall give at least thirty (30) day advance notice of layoff to affected employees provided that the layoff is the result of a loss of funds for which the employer has received at least 30 days notice. The employer shall notify the union in writing within five (5) working days of notifying the employee. The Employer shall meet with the Union to discuss alternatives to the elimination of hours and/or positions.

**Section 5.3(c)** If there is no opening in a job from which the employee was laid off, in the event the employee on layoff applies for another position within twelve (12) months of layoff, the employee shall have preference over all other applicants; provided the laid off employee has the qualifications to perform the job with orientation and was laid off in good standing (not under-step 3 of progressive discipline) or if otherwise agreed by the Employer. Qualifications will be determined through the application, interview and reference checking process.

**Section 5.3(d) SENIORITY TIE BREAKER** In the event two or more seniority dates are tied, the relative order of priority will be determined as follows: For two employees, a coin flip will be used. For more than two employees the last four digits of the employee's social security number will be added up with the highest number receiving first priority and shall be considered the most senior in ascending order. In the event two or more employees are still tied, all digits of the employee's social security number will be added up and the highest number will receive first priority and shall be considered most senior in ascending order.

## ARTICLE 6

### HOLIDAYS

**Section 6.1 PAID HOLIDAYS** The following days shall be designated as legal holidays and shall be granted with no deduction in salary:

New Year's Day	Veteran's Day or Day after Thanksgiving
Martin Luther King Jr. Day	Thanksgiving Day
Presidents Day	Christmas Day
Memorial Day	Personal Day
Independence Day	
Labor Day	

**Section 6.2 HOLIDAY PAY** Employees who are required to work on a holiday shall receive one and one-half (1½) times their regular rate of pay for all hours worked on the holiday plus holiday hours based on their FTE to be used at a later date within the same calendar year except for the Christmas holiday or an unused holiday if the employee has not reached their maximum PTO rollover accrual. Unused holidays may only be rolled over into PTO up to the maximum rollover amount.

**Section 6.3 HOLIDAY ROTATION** In programs employing more than one employee, requests to work holidays or not work holidays shall be rotated equally among employees qualified to perform the work.

**Section 6.4 OBSERVATION OF HOLIDAYS** If any of the aforementioned holidays fall on Saturday, the holiday will be the preceding Friday. If the holiday falls on Sunday, the following Monday shall be considered the holiday. The only exception to this is Compass Housing Alliance twenty-four (24) hour and overnight programs which observe holidays on the day the holiday falls.

**Section 6.5 HOLIDAY DURING VACATION** In the event a holiday honored under this Agreement falls during an employee's vacation, such employee shall use holiday pay instead of PTO.

**Section 6.7 HOLIDAY ON DAY OFF** If a holiday falls on an employee's scheduled day off, the employee will choose to receive holiday pay for the holiday or schedule another day off at a later date within the same calendar year except that the following holidays can be scheduled in the next calendar year: the Christmas holiday or an unused holiday, if the employee has not reached their maximum PTO rollover accrual. Unused holidays may only be rolled over into PTO up to the maximum rollover amount.

**Section 6.8 HOLIDAY PAY FOR PART-TIME EMPLOYEES** Holiday pay shall be prorated for part-time employees based upon the number of scheduled hours worked per week.

**Section 6.9 HOLIDAY SUBSTITUTE** Employees whose traditions and culture celebrate holidays other than those noted in Section 6.1 may trade days with a minimum of two (2) weeks' prior notice to their supervisor.

## ARTICLE 7

### LEAVE

**Section 7.1(a) USE OF PAID TIME OFF** Paid time off is that time used for the employee's own purposes including, but not limited to, self-care, vacation, education, medical and dental appointments, personal mental or physical illness or injury, care of children, spouse/partner or parents, etc and as otherwise required by law.

**Section 7.1(b) ACCRUAL RATES** PTO is accrued on an hourly basis per pay period worked as follows:

0 – 24 months employment	160 hours
25 – 48 months employment	180 hours
49 + months employment	200 hours

**Section 7.1(c) PTO ELIGIBILITY** All regular employees are eligible to accrue PTO starting the first day of employment. Part-time employees accrue PTO on a pro-rated basis based upon the number of scheduled hours worked per pay period.

**Section 7.2 PTO SCHEDULING** The Employer will make a good faith effort to accommodate requests for PTO. Employees will email their supervisor to request all scheduled PTO. For PTO requests greater than (5) days, the employee should make the request no later than two weeks in advance. The supervisor will respond to the employee's PTO request in writing within five (5) working days for any requests of five (5) days or more. Employees in positions where coverage is required will assist in identifying coverage for scheduled PTO that is less than two weeks in advance. For scheduled PTO that is more than two weeks in advance, employees may choose to assist in identifying coverage but will not be required to do so. If the employee does identify coverage, they will notify their manager. Once PTO is approved, it will not be revoked. For unscheduled PTO, the Employee will notify their supervisor as soon as possible and will not be asked to identify coverage, but may volunteer to do so.

**Section 7.3 PTO MAXIMUM ACCRUAL** Employees are encouraged to use their PTO in the actual year it is accrued. PTO, up to a maximum of 160, 180 or 200 hours as outlined in Section 7.1(b) may be accrued per year. In addition, unused PTO hours, up to the annual accrued number of hours (160, 180, or 200) may be rolled over from one year to the next.

**Section 7.4 CASH OUT OF UNUSED PTO LEAVE** Accrued PTO will be cashed out on the employee's last paycheck if the employee is laid off or voluntarily terminates with two weeks' notice. Employees terminated by the Employer will be cashed out up to 2 weeks of accrued PTO.

**Section 7.5 TRAUMATIC EVENT LEAVE** An Employee exposed to a traumatic event at work may be released from work with pay upon management approval for the remainder of their shift and for up to a maximum of three (3) consecutive days.

**Section 7.6 LEAVES OF ABSENCE** Compass Housing Alliance supports healthy families and provides three (3) types of leaves of absence: medical, personal and if eligible, Family Medical Leave (FMLA). The continuous service and seniority status of an employee shall not be affected or interrupted as a result of leaves of absence described in this Article. Employees do not accrue PTO while on any type of unpaid leave of absence.

**Section 7.6(a) MEDICAL LEAVE OF ABSENCE** Employee who are not eligible by law for leave may be granted a medical leave of absence for a medical related illness or injury provided that, the leave is requested in advance and approved by Human Resources. Approval will be at management's discretion. Human Resources will assist the employee with the documentation process and provide them a reasonable amount of time to comply. Employees must follow all leave procedures and documentation as required.

During this period employees will be allowed to return to the same or comparable position with the same rate of pay, provided the leave does not exceed twelve (12) weeks. Employees must use all accrued PTO until their bank runs out at which time they may elect to take leave without pay.

**Section 7.6(b) PERSONAL LEAVE OF ABSENCE** Employees may be granted a leave of absence for personal reasons provided that, the leave is requested in advance and approved

by Human Resources. Personal leave will be granted at management's discretion. During this period employees will be allowed to return to the same or comparable position with the same rate of pay, provided the leave does not exceed six (6) months. Employees must use all accrued PTO until their bank runs out at which time they may elect to take leave without pay.

**Section 7.7(a) BENEFITS DURING FMLA LEAVE** During FMLA leave the Employer will continue to provide the same healthcare benefits for up to three (3) months to Employees who are receiving such benefits at the beginning of their leave. The Employee must continue to pay their monthly premium cost share amount per Article 11 during their leave period. If the Employee wishes to maintain spousal and/or dependent coverage during the leave period, they must continue to pay the share of the spousal and/or dependent premium cost that they paid when the leave commenced. Employees who remain out on leave beyond the three (3) month period will make arrangements with the Human Resources Department for self-payment of health insurance premiums if they wish to continue coverage.

**Section 7.7(b) BENEFITS DURING A LEAVE OF ABSENCE** Employees who are on unpaid status and wish to maintain healthcare benefits are responsible for paying the entire premium cost of their healthcare coverage. Compass Housing Alliance healthcare coverage ends on the last day of the month in which the employee is on unpaid status and has exhausted all PTO and Holiday accruals.

**Section 7.8 CITY, COUNTY STATE & FEDERAL LEAVE LAWS** The employer shall comply with all city, county, state, and federal leave laws.

**Section 7.9 JURY DUTY PAY** After completion of employee's probationary period, employees who are called for service on a jury shall be excused from work for the days on which they serve, and shall be paid their regular straight time earnings, minus any fee received for jury service, up to a limit of eight (8) hours per day and forty (40) hours per week; paid days not to exceed three (3) work weeks provided, however, any employee called for jury duty who is temporarily excused from attendance at court must report to the workplace and work at least one-half (1/2) of the employee's normal workday. In order to be eligible for such payments, the employee must provide a copy of the check to payroll from the appropriate Court that indicates the amount of jury duty pay received.

**Section 7.10 UNION LEAVE** A leave of absence without pay may be granted upon request of employees on the active payroll, in case they are appointed or selected to a full-time or temporary Union position for up to six (6) months. If the leave was granted to accept a full-time position with the Union, reinstatement will be made to a job in their former pay grade which they are competent to perform, providing appropriate job openings exists. Employees shall accumulate and increase their seniority. Employee must give two (2) weeks' notice. The Employer's decision to deny leave shall not be subject to the grievance procedure. Employees must submit a Union leave request to their supervisors and will be notified of the decision within (10) ten work days. If the request is denied, employees will receive the reason(s) for the denial in writing.

## ARTICLE 8

### DEFINITIONS

**Section 8.1 REGULAR FULL-TIME EMPLOYEE** A regular full-time employee is one who normally works a regular continuing schedule of thirty (30) to forty (40) hours per week and whose employment is not limited to a specific period of time or project.

**Section 8.2 REGULAR PART-TIME EMPLOYEE** A regular part-time employee is one who normally works a regular continuing schedule less than thirty (30) hours per week and whose employment is not limited to a specific period of time or project.

**Section 8.3 LIVE-IN EMPLOYEE** An Employee who lives in a Compass Housing Alliance facility and works for a set rate of hours each month plus housing in a Compass Housing Alliance facility.

**Section 8.4 RELIEF EMPLOYEE** A relief employee is one who is not in the bargaining unit and works on an intermittent basis throughout the year to cover short-term workload fluctuations, vacations, unexpected illness/injury or employee absences.

**Section 8.5 TEMPORARY FULL-TIME EMPLOYEE** A temporary full-time employee is one whose employment is of a limited duration known to the Employer at the time of hire, and who is scheduled to work between 30 and 40 hours per week. The term of employment of temporary employees hired into bargaining unit positions will not exceed 3 months. The employer will notify the union in writing of any temporary employees hired into bargaining unit positions. Extensions of temporary employees for more than 3 months can only be made by mutual agreement. A contract worker who is employed by an outside agency is not-considered a temporary employee.

**Section 8.6 TEMPORARY PART-TIME EMPLOYEE** A temporary Part-time employees is one whose service is of a limited duration known to the Employer at the time of hire, and who is scheduled to work less than 30 hours per week. The term of employment of temporary employees hired into bargaining unit positions will not exceed 3 months. The employer will notify the union in writing of any temporary employees hired into bargaining unit positions. Extensions of temporary employees for more than 3 months can only be made by mutual agreement. A contract worker who is employed by an outside agency is not-considered a temporary employee.

**Section 8.7 VOLUNTEERS AND INTERNS** Volunteers and Interns are not part of the bargaining unit. Compass Housing Alliance will notify the Union in writing of all volunteers and interns, including but not limited to, AmeriCorps, Lutheran Volunteer Corps, Jesuit Volunteer Corps, summer interns and practicum students gaining on the job experience. The Union and Compass Housing Alliance agree that the volunteer or intern assignments will not replace bargaining unit positions. If Compass Housing Alliance converts a volunteer or an intern position to a regular position, the Union will be notified in writing before the position is posted per Section 4.1.

**Section 8.8 NO DISPLACEMENT OF REGULAR EMPLOYEES** The Employer agrees that temporary and relief employees shall not be hired for the purpose of displacing regular full-time

or part-time positions.

## ARTICLE 9

### SYSTEM OR REGULATIONS CHANGES AND TRAINING

**Section 9.1 LOSS OF POSITIONS** In cases where positions are abolished because of automation or system changes, consideration will be given to transferring employees to comparable jobs and to training present employees to operate any new equipment installed as a result of these changes.

**Section 9.2 NEW POSITIONS** In the event of proposed technological changes such as the introduction of any automation of processes and systems, any new jobs created in the bargaining unit by the virtue of the installation of such equipment will be offered to employees within the bargaining unit on the basis of seniority and qualifications prior to hiring from outside sources. Employees to be displaced will be given first opportunity to qualify for the new positions before any persons outside the bargaining unit are hired to fill the resultant jobs.

**Section 9.3 TRAINING** In the event training programs are necessary for employees to qualify for jobs which are created as a result of automation, the Employer agrees to provide initial training for the purpose of operating the new equipment, if such training is provided in the Seattle area and/or area of employment, at the Employer's expense for those employees who wish to accept employment in the resultant automated positions.

**Section 9.4 TRAINING FOR JOB UPGRADES** The Employer agrees to provide for all staff training as needed to adequately perform job duties. If a job duty alters significantly because of changes imposed by regulation or licenser, the Employer is obligated to ensure that employees in such jobs receive ongoing training and upgrading in their field which will enable them to meet the qualifications of the job.

**Section 9.5 STAFF TRAINING** Compass Housing Alliance is committed to providing newly hired staff and current staff with adequate staff training to be successful in their positions, and where and when possible, shall make additional training opportunities available to staff as budget allows.

For the calendar year 2017 and each year thereafter, the Employer shall budget funding to augment program training budgets to be used towards education for staff. Any workshop, seminar, class or other training directly augmenting the employee's job skills and knowledge must be pre-approved by the supervisor and Human Resources. The employee shall be compensated at the usual rate of pay while attending any trainings and/or educational opportunities.

**COMPASS HOUSING ALLIANCE WILL PROVIDE ALL BARGAINING UNIT EMPLOYEES WITH THE FOLLOWING TRAININGS:**

**IF POSSIBLE, WITHIN THE FIRST 60 WORK DAYS OF EMPLOYMENT:**

Crisis Prevention & Intervention  
1<sup>st</sup> Aid, CPR, Blood Borne Pathogens, & TB

**WITHIN THE FIRST YEAR OF EMPLOYMENT:**

Sexual Abuse Prevention  
Sexual Harassment  
Compass Insights:

-Part 1: Learning  
Trauma Informed Care  
Mental Health 101  
Homelessness 101  
Substance Abuse 101  
Gender & Sexuality  
Cultural Competency

-Part 2: Application  
Ethics  
Boundaries  
Professionalism  
Secondary Trauma  
Self-Care

Confidentiality

**COMPASS HOUSING ALLIANCE WILL PROVIDE ALL BARGAINING UNIT CASE MANAGERS WITH THE FOLLOWING TRAININGS:**

**IF POSSIBLE, WITHIN THE FIRST 60 WORK DAYS OF EMPLOYMENT:**

Crisis Prevention & Intervention  
1<sup>st</sup> Aid, CPR, Blood Borne Pathogens, & TB

**WITHIN THE FIRST YEAR OF EMPLOYMENT:**

Sexual Abuse Prevention  
Sexual Harassment  
Compass Insights (see detailed description above)  
Case Management: Context & Practice  
Confidentiality  
Motivational Interviewing

**Section 9.6 JOB SHADOWING** Job shadowing is an opportunity for employees to explore other roles within the organization as well as strengthening internal partnerships. Where possible and at management's discretion, the Employer will provide opportunities for job shadowing. Employees interested in job shadowing must contact their supervisor to make arrangements.

## ARTICLE 10

### HOURS OF WORK

**Section 10.1 FAIR LABOR STANDARDS ACT STATUS** The Employer and the Union agree that exempt and non-exempt employees covered under this Agreement will be determined in compliance with the Fair Labor Standards Act and Washington Minimum Wage Act.

**Section 10.2 NON-EXEMPT EMPLOYEES (HOURLY)** Hours of work of non-exempt employees are determined by the Employer. Employees wishing to work flexible hours may do so with their supervisor's approval.

**Section 10.3(a) OVERTIME** Non-exempt employees shall earn overtime pay at a rate of one and one-half (1 ½) times their regular rate of pay for hours worked in excess of forty (40) hours a week. Overtime will include lead pay and/or differential pay if applicable.

**Section 10.3(b) OVERTIME APPROVAL** All overtime must be approved in advance, by the supervisor or designee, except in emergency situations involving risk of harm to the employee, residents, clients, guests, or facilities.

**Section 10.3(c) TIME WORKED BEYOND THE REGULAR SHIFT** For employees who work a regular shift, additional time beyond the daily hours must be approved in advance by the supervisor or designee except in emergency situations involving risk of harm to the employee, residents, clients, guests, or facilities.

**Section 10.3(d) OVERTIME ROTATION** In programs employing more than one employee, when practicable, overtime shall be distributed equally among employees qualified to perform the work.

**Section 10.3(e) ASSIGNING EXTRA HOURS** The Employer will offer extra, non-overtime hours to bargaining unit employees rather than hire outside temporary employees or schedule relief staff within a program. If overtime is unavoidable, it will be offered to bargaining unit employees before temporary employees or relief staff.

**Section 10.4 LUNCH** Employees must take their lunch periods no less than two (2) nor more than five (5) hours after the start of their shift. Except where an employee has agreed to a meal waiver, lunch periods shall be one-half or one hour in duration. Lunch periods are generally not compensable, but will be paid when necessary for program safety and pre-approved by the Employee's manager.

**Section 10.5 BREAKS** Daily break periods of fifteen (15) minutes each shall be allowed for each four (4) consecutive hours of working time and taken no later than the third hour, except where the nature of the work allows employees to take intermittent rest breaks throughout the day. Break periods are compensable and may not be waived or combined with a lunch break.



**ARTICLE 11**

**HEALTH AND WELFARE**

**Section 11.1 COVERAGE/PREMIUM SHARE** The Employer will provide health and welfare benefits which include medical, dental, and vision insurance, a flexible spending account, an ORCA pass and an employee assistance program. Employees who are scheduled 30 or more hours per week are eligible for the flexible spending account, medical, dental and vision benefits on the first day of the month following their date of hire.

Eligible employee participants agree to pay a portion of the premium for medical coverage, based on annual income levels. The pay period amount will be automatically deducted from paychecks issued on each payroll date.

- Level 1 – below \$29,999 = \$15.00 per month
- Level 2 – below \$44,999 = \$25.00 per month
- Level 3 – below \$59,999 = \$37.50 per month
- Level 4 – below \$74,999 = \$50.00 per month
- Level 5 – above \$75,000 = \$62.50 per month

Employees will be covered under the Group Health/Kaiser Permanente In-Network plan. Employees will have the option to elect to buy up to receive the Access PPO plan which has an expanded network, lower deductible and co-pays. In addition to the cost share amount above, the Employee will pay the difference in the monthly premium between the Access PPO plan and the KP In-network plan. This amount will be pre-tax.

The Employer agrees to pay the remaining premium established by the Plan provider for the medical, dental, and vision plans. No changes may be made to the plans without notification to the Union.

**Section 11.2 FLEXIBLE SPENDING ACCOUNT** Employees may elect to enroll annually in a flexible spending account and the Employer will contribute \$500.00 by January 1 of each year into each enrolled employee's flexible spending account. Employees may elect to contribute by payroll deduction up to the \$2,600.00 annual limit.

**Section 11.3 MAINTENANCE OF BENEFITS** Effective October 1, 2017 and October 1, 2018, the Union and the Employer agree to re-open Article 12 to negotiate health and welfare benefits.

**Section 11.4 WORKERS' COMPENSATION** All employees shall be covered under the Washington State Industrial Insurance Act.

**ARTICLE 12**

**PAYROLL DEDUCTIONS**

**Section 12.1 DUES** The Employer shall deduct monthly union dues from the pay of each

member covered by the Agreement who voluntarily submits a dues check-off authorization form. The Employer shall submit dues money to the Union by the 10<sup>th</sup> of each month.

**Section 12.2 POLITICAL CONTRIBUTIONS** The OPEIU Local 8 Political Action Committee works to promote and protect the rights of working families. No Union dues are contributed to political candidates or issue campaigns. Employees may make contributions to the Union Political Action Committee directly to the OPEIU Local 8 office.

## ARTICLE 13

### **SALARY SCHEDULE AND COMPENSATION**

**Section 13.1 SEATTLE MINIMUM WAGE ORDINANCE** Effective January 1, 2017 all bargaining unit employees who earn less than \$13.00 per hour will receive a wage increase to \$13.00 per hour per the Seattle Minimum wage ordinance.

**Section 13.2(a) ANNUAL WAGE INCREASE** Effective January 1, 2017 all current employees will be placed at the higher hourly base rate in Section 13.2(b) or received a \$0.93 per hour wage increase whichever is greater.

**Section 13.2(b)** Effective January 1, 2017 the following base rates of pay will be in effect:

Job Title	Base
Building Specialist	14.28
Case Manager I	18.22
Case Manager II (MSW)	19.70
Community Builder	15.76
Counselor	15.76
CSO Teller	15.76
Facilities Admin	20.69
Housing Facilities Assistant	14.78
Housing Navigator	17.73
Hygiene Attendant	15.76
Leasing & Operations Specialist	18.22
Maintenance Tech	19.21
Outreach Specialist	18.22
Recovery Support Specialist I	17.73
Recovery Support Specialist II (CDP)	19.21

**Section 13.3 ANNUAL WAGE OPENER** Effective October 1, 2017 and October 1, 2018, the Union and Employer agree to re-open Article 13 to negotiate wages for all bargaining unit

employees. In addition, the Union and the Employer agree to re-open Section 10.3(a) Overtime, October 1, 2017.

**Section 13.4 LEAD PAY** Employees assigned lead responsibilities after the date of ratification shall receive at least two dollars \$2.00 per hour in addition to their regular rate of pay for the hours assigned. In the lead employee's absence, lead duties will be assigned to the most senior employee in the job classification and that employee will receive two (\$2.00) dollars above their regular rate of pay for all hours assigned to lead duties.

**Section 13.5 REPORT PAY** Where operations require the Employer to close early, employees who report to work as scheduled and subsequently are released from work by the Employer shall receive their regular rate of pay for their entire shift.

**Section 13.6 TELEPHONE COMMUNICATION WITH WORK** When an employee is contacted away from work outside their work hours by the work site for consultation by telephone in the event of an emergency situation, the time taken for the consultation is paid and the employee shall receive a minimum of fifteen (15) minutes pay. Compensation for multiple communications for the same situation is included in the fifteen (15) minutes pay unless the total time exceeds fifteen (15) minutes, then the employee is paid for the actual time spent.

**Section 13.7 LIVE-IN RENT/STIPEND** An employee who lives at a Compass Housing Alliance property as a requirement of their employment will not pay rent. Employees who terminate from Compass Housing Alliance will give the Employer thirty (30) days advance notice of their termination and have 30 days to vacate the property. Employees who make a good faith effort to secure housing may request an extension to vacate the property.

**Section 13.8 WORK IN A HIGHER CLASSIFICATION** Any employee who is required by their immediate supervisor to perform the duties of a higher classification for a shift or within a shift will be paid the higher classification pay rate for those hours.

**Section 13.9 TRANSPORTATION – ORCA PASSPORT** The Employer will pay 100% of the cost of an Orca Passport for all regular employees. Employees may obtain the Orca Passport in the Human Resources Department. At termination the employee will return their Orca Passport to the Human Resources Department.

**Section 13.10 MILEAGE REIMBURSEMENT** Employees who travel for the Employer's business shall receive compensation equal to amounts stated in the Federal mileage rate. Whenever an employee is required to work in more than one (1) location during the same day, travel time in between locations shall be regarded as time worked up to the end of the employee's workday.

**Section 13.11 AUTO INSURANCE** Employees who travel for the Employer are required to have a Washington State Driver's License and personal auto insurance that meets the minimums required by the State of Washington for automobile insurance. The Employer will maintain a policy of business auto insurance which provides for the payment of excess liability amounts over and above the coverage provided by the employee's insurance policy.

**Section 13.12 JOB DESCRIPTIONS** The Employer agrees to provide, upon Union request, current job descriptions for all bargaining unit positions.

## ARTICLE 14

### RETIREMENT PLANS

**Section 14.1 EMPLOYER CONTRIBUTION TO COMPASS HOUSING ALLIANCE 403(b) PLAN** The Employer shall pay contributions of one and one half percent (1.5%) of each participant's gross pay into the Compass Housing Alliance's 403(b). The Employer contributions will commence at the employee's first anniversary date of employment when the employee has worked over one thousand (1,000) hours during the past year at their anniversary date of hire.

The Employer agrees to recognize pre-tax deferral elections made by employees. Employees can elect any amount of salary reduction in accordance with the conditions of the 403(b) plan.

## ARTICLE 15

### NON-DISCRIMINATION

**Section 15.1 UNION ACTIVITY** The Employer agrees not to discriminate against an employee because of activity as a member of the Office and Professional Employees International Union Local 8.

**Section 15.2 PROTECTED CATEGORIES** The Union and Employer agree not to illegally discriminate in matters of hiring, training, promotion, transfer, layoff or discharge because of race, color, gender, gender identity, national origin, age, sexual orientation, genetic information, religion, marital status, parental status, political ideology, including affiliation or activity, active military service, veteran status, use of a service animal or the presence of a sensory, mental or physical disability and as provided under Executive Order or by law.

## ARTICLE 16

### SEPARABILITY

This Agreement shall be subject to all present and future applicable federal, state, city and county laws, executive orders of the President of the United States or Governor of the State of Washington, and rules and regulations of government authority. In the event that any provision(s) of this Agreement shall, at any time, be declared invalid or unlawful by virtue of the above declaration of any court of competent jurisdiction or through government regulations or decrees, such provisions shall be superseded by the appropriate provision of such law or regulation, so long as same is in force or effect; but all other provisions of this Agreement not declared invalid shall remain in full force and effect. The Employer and the Union agree that conditions of employment shall be consistent with all applicable municipal, state and federal laws.

## ARTICLE 17

### SUCCESSORS

The Union and the Employer shall meet to negotiate the effects of any potential sale of Compass Housing Alliance. The Employer will notify the Union and the Bargaining Unit Employees a minimum of thirty (30) days in advance of the sale.

## ARTICLE 18

### GRIEVANCE/ARBITRATION PROCEDURE

**Section 18.1 GRIEVANCE PROCEDURE** All grievances arising between the Union and the Employer shall be settled in accordance with the following procedures and terms of this Article. Extensions of timelines can be granted by mutual agreement by both parties in writing. Both parties shall make a reasonable effort to settle the dispute before written submission of the grievance.

**Step 1.** Within fourteen (14) calendar days of the date of the event giving rise to the grievance, the employee, and the Union Representative shall submit the grievance letter to the Supervisor and Human Resources Director. The written grievance shall set forth the specific acts that constitute the basis for the grievance. The Supervisor, Grievant and Union Representative shall meet within fourteen (14) calendar days of submission of the grievance for the purpose of resolving the grievance. Supervisor shall provide a written answer to the grievance within fourteen (14) calendar days following the grievance meeting.

**Step 2.** In the event the grievance is not resolved in Step 1, the Union shall submit a Step 2 grievance to the Human Resources Director or designee within fourteen (14) calendar days of receipt of the Step 1 grievance decision. The meeting shall be held within fourteen (14) calendar days following receipt of the written grievance and shall be attended by the Union Representative, Grievant, and Human Resources Director. Management shall provide a written answer to the Union within fourteen (14) calendar days following the grievance meeting.

**Step 3.** In the event the grievance is not resolved in Step 2, the Union may within fourteen (14) calendar days following the decision given in Step 2, submit the grievance in writing to the Executive Director or designee, who will meet with the employee and the Union Representative within fourteen (14) calendar days to settle the grievance. Management shall provide a written response to the grievance within fourteen (14) calendar days of the meeting.

**Step 4.** In the event the grievance is not resolved in Step 3, the grievance may be submitted to binding arbitration or by mutual agreement, mediation may be requested through Federal Mediation Conciliation Services. The request for mediation or arbitration must be submitted within fourteen (14) calendar days of the receipt of Management's decision referenced in Step 3. In the event there is no resolution at mediation, either party has the

right to move the process to arbitration within fourteen (14) calendar days of the meeting.

**Section 18.2(a) ARBITRATION PROCESS** A list of seven (7) arbitrators will be requested from the Federal Mediation and Conciliation Service within fourteen (14) calendar days of the written request for arbitration. Selection of the arbitrator will be made by the parties alternately striking a name from the list until only one name remains as the arbitrator selected. The determination of who strikes first will be made by a toss of a coin.

**Section 18.2(b)** The Union and the Employer agree that the submission of a case to arbitration shall be based on the issues cited through Step 3 of the grievance process.

**Section 18.2(c)** The arbitrator shall be authorized to rule and issue a decision and award, in writing, on any issue presented for arbitration, including the question of the arbitrability of such issue. Their decision and award shall be final and binding upon both parties to this Agreement. An arbitrator shall have no power to add to or subtract from or to disregard, modify or otherwise alter any term of this Agreement(s) between the Union and the Employer or to negotiate new agreements. The arbitrator's powers are limited to interpretations and a decision concerning specific applications of the terms of this Agreement or other existing pertinent agreement(s), if any. Decisions of the arbitrator shall be subject to and in accordance with the provisions of existing laws, including court and NLRB decisions, and executive or administrative orders and/or regulations.

**Section 18.2(d)** The parties agree that the expense of the arbitrator will be borne equally by both parties except that each party shall be responsible for the expense of their own advocates and witnesses.

**Section 18.2(e)** All time limits set forth herein must be strictly observed unless agreed to otherwise in writing by both parties. Reasonable extensions of timelines shall not be denied. If either party fails to meet the timelines set up in this process, the grievance is permanently withdrawn and settled in favor of the party that followed the grievance process as stated in this Agreement.

**Section 18.3** The Employer and the Union agree to make available to the other such pertinent data as each may deem necessary for the examination of all circumstances surrounding a grievance. The arbitrator shall be empowered to effect compliance with this provision by requiring the production of documents and other evidence.

## ARTICLE 19

### **PICKET LINES**

The Union agrees not to cause any strikes or stoppages of work and the Employer agrees not to engage in any lockouts during the life of this agreement.

## ARTICLE 20

### HEALTH AND SAFETY

**Section 20.1 GENERAL** The Employer retains exclusive responsibility for workplace health and safety and agrees to comply with all applicable health and safety laws and regulations.

**Section 20.2 SAFETY COMMITTEE** A Safety Committee shall be established consisting of up to five (5) Employer and five (5) Union Employee representatives to meet at least quarterly at a mutually agreed upon time and location to review safety issues, and accident investigations and recommend improvements. Union employees from each of the following departments can self-nominate to serve on the committee and an election will be held. The departments include: maintenance, day services, emergency shelters, transitional housing, and permanent housing. If there is an employee-elected member vacancy, a new member must be elected prior to the next scheduled meeting. Three (3) Employer and three (3) Union Employee representatives in attendance will constitute a quorum. Either party can request to meet in addition to the quarterly meetings. Meeting requests will be responded to by the Employer or Union Employee representatives within five (5) work days to determine the need for an additional meeting and/or to schedule the meeting.

**Section 20.3 INFECTIOUS DISEASES** Employees will be allowed to take work time to receive testing and/or inoculations for Tuberculosis, hepatitis or other communicable diseases, provided there is a verifiable business reason for receiving inoculations.

## ARTICLE 21

### LABOR MANAGEMENT COMMITTEE

The purpose of the committee is to foster communications between the Employer and the Employees, to resolve issues and disputes, and to exchange ideas to promote improved communications throughout Compass Housing Alliance. Meetings will be scheduled at least quarterly at a mutually agreed upon time and no later than (30) calendar days following receipt of a request for a Labor Management Committee meeting from either party. Appropriate resource persons may be in attendance at the meetings for a specific agenda item as required and/or requested. Resource persons do not serve as committee members. Participation by committee members in the meetings will be considered time worked. Committee meetings shall be scheduled for one hour unless mutually agreed to otherwise, and meetings shall only take place if either, or both parties, present an agenda no later than one week prior to the meeting. Each side shall be limited to 3 attendees, unless mutually agreed to otherwise.

## ARTICLE 22

### CLASSIFICATIONS AND MINIMUM RATES OF PAY

All employees coming under the jurisdiction of the Union shall receive an hourly rate of pay as provided in Section 13.2(a) or 13.2(b). Such rates of pay are to be considered minimum rates of pay and Employer may at its sole discretion provide greater pay.

ARTICLE 23

TERMINATION AND RENEWAL

This Agreement shall be in full force and effect until December 31, 2019 and shall continue in effect from year to year thereafter unless either party gives notice, in writing, at least sixty (60) days prior to any expiration or modification date of its desire to terminate or modify such agreement; provided that, in the event the Union serves written notice in accordance with this Section, any strike or stoppage of work after any expiration or modification date shall not be deemed in violation of any provision of this Agreement, any other provision to the contrary notwithstanding.

EXECUTED in Seattle, Washington this 30<sup>th</sup> day of May 2017.

**OFFICE AND PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION LOCAL NO. 8,  
AFL-CIO**

**COMPASS HOUSING ALLIANCE**

By Diane Arnold  
Diane Arnold, Union Representative

By Liz Jarrard  
Liz Jarrard, Director of Human Resources

By Suzanne Mode  
Suzanne Mode, Business Manager

By Janet Pope  
Janet Pope, Executive Director

By Jennifer Carter  
Jennifer Carter, Bargaining Committee

By Dalwyn Dear  
Dalwyn Dear, Bargaining Committee



**Letter of Understanding**  
**Between**  
**Office and Professional Employees International Union Local 8**  
**And**  
**Compass Housing Alliance**

Office and Professional Employees International Union, Local 8 known as the "Union" and Compass Housing Alliance, known as the "Employer", hereby agree to the following:

The Employer will pay the monthly buy-up health care plan costs from January 1, 2017 through April 2017, following contract ratification, for all current bargaining unit Employees who elected the Access PPO plan for plan year 2017. Beginning in May 2017, all bargaining unit Employees who elected the aforementioned health care plan will be responsible for the added premium costs of one hundred and forty-one dollars and eighty-eight cents (\$141.88) per month.

EXECUTED in Seattle, Washington this 30<sup>th</sup> day of May 2017.

**OFFICE AND PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION LOCAL NO. 8,  
AFL-CIO**

**COMPASS HOUSING ALLIANCE**

By Diane Arnold  
Diane Arnold, Union Representative

By Liz Jarrard  
Liz Jarrard, Director of Human Resources