



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

**BETWEEN**

**CONSEJO COUNSELING AND REFERRAL SERVICE**

**AND**

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

**FOR THE PERIOD OF**

**MARCH 30, 2022 THROUGH MARCH 29, 2025**

COLLECTIVE BARGAINING AGREEMENT  
OPEIU LOCAL 8 – CONSEJO COUNSELING AND REFERRAL SERVICE

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**COLLECTIVE BARGAINING AGREEMENT**  
**CONSEJO COUNSELING AND REFERRAL SERVICE**

**PREAMBLE**

This Agreement is made and entered into at Seattle, Washington this 30<sup>th</sup> day of March 2022, by and between CONSEJO COUNSELING & REFERRAL SERVICE, hereinafter referred to as the EMPLOYER, and OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL NO. 8, AFL-CIO, hereinafter referred to as the UNION. The purpose and the spirit of the Agreement is one whereby the Employer will deal with its employees honestly, fairly, and with humanity consistent with the Consejo Policies and Procedures. The employees will reciprocate by performing their duties with diligence and competence rendering a full day's work for a full day's pay. The Employer agrees to treat the employees with equal respect as they would their management employees. It is also the purpose of this Agreement to achieve and maintain a balanced accord and harmonious relations between the Employer, the employees and the Union and to clearly set out mutual obligations between the parties hereto.

**ARTICLE 1**

**RECOGNITION**

The Employer recognizes the Union as the sole and exclusive collective bargaining agent with respect to rates of pay, hours and other terms and conditions of employment for all regular full-time and regular part-time employees employed by the Employer, with the exception of guards, supervisors, confidential employees and temporary employees. The Employer agrees that other than as provided for in this Agreement, any material change in working conditions, classifications, wages or fringe benefits shall be negotiated with the Union prior to effecting the change.

The Employer shall have the full right and discretion to create or eliminate such positions, programs and facilities as it deems necessary to the operation of its facilities and programs. The Employer shall negotiate terms and conditions of employment for any bargaining unit position which may be established or any current unit position substantially changed during the life of this Agreement.

The Employer shall notify the Union in writing of any future job classification(s) appropriate to the bargaining unit. The Employer agrees to bargain in good faith new job classifications outside the bargaining unit for the purpose of excluding such employees from the bargaining unit. The parties acknowledge that this section does not prohibit the Employer from seeking funding partnerships.

The Employer shall notify the Union in writing when new job classifications that include work performed by the bargaining unit are created, and when duties of bargaining unit jobs classifications are transferred to non-bargaining unit positions. Such written notice shall be provided to the Union prior to implementing changes at which time good faith bargaining will commence, if applicable.

## ARTICLE 2

### DEFINITIONS

**Section 2.1 REGULAR FULL-TIME EMPLOYEE** Regular full-time employees are those employees working a minimum of forty (40) hours per week throughout the calendar year on a regular schedule. A regular full-time employee employed for thirty-one days or more shall be entitled to fringe benefits under the terms of the Agreement. The vesting of medical and dental benefits shall be subject to applicable coverage waiting periods.

**Section 2.2 REGULAR PART-TIME EMPLOYEE** Regular part-time employees are those employees working less than forty (40) hours per week throughout the calendar year on a regular schedule. Regular part-time employees who work a minimum of twenty (20) hours or more per week shall be granted all fringe benefits on the same basis as a regular full-time employee, prorated to the number of hours worked per week. The vesting of medical and dental benefits shall be subject to applicable coverage waiting periods.

**Section 2.3 PROBATIONARY EMPLOYEE** Probationary employees are newly hired employees and former employees who have been rehired by the Employer in a regular full-time or part-time position and shall have a probationary period consisting of one hundred twenty (120) calendar days. Probationary employees shall receive a written evaluation once their probationary period is completed and shall be evaluated yearly thereafter. An employee's probation may be extended up to one hundred eighty (180) additional calendar days with a detailed expectation in areas of needed improvement, training or chair-side training and weekly follow-up with the supervisor to identify progress. An employee who successfully completes the probationary period shall be made a regular employee at the end of said period. The Employer shall provide a written job description to each employee immediately upon hiring, along with a copy of this Agreement. All employees shall also have access to the Employer's manual of personnel policy and procedures. In the event the Employee takes leave during the probationary period, the probationary period will be increased by the amount of leave taken. Termination and discipline during this period will not be subject to review by the Union or the grievance procedure. Probationary employees may be terminated with or without cause.

**Section 2.4 TEMPORARY EMPLOYEE** A temporary employee is a non-regular full-time or part-time employee retained for a limited duration of time of no more than twelve (12) months or, on an isolated, sporadic or intermittent basis due to absence, organizational or other emergent business needs. A temporary employee hired for the length of a specific temporary program grant shall maintain temporary status for the duration of funding or for twelve (12) months, whichever comes first, at which time such employee is laid off. The Employer and Union will agree to extend this temporary employment for up to six (6) months upon the Employer's providing the Union with notice of their need for continuation of the temporary services. The Employer shall notify the Union in writing of all employees who are temporarily hired and of the terms and conditions of their temporary program grant.

**Section 2.4(a)** Prior to the end of the temporary employment period, if the Employer determines that the temporary job is to become permanent, it shall be subject to the three (3) work day posting and seniority provisions of this Agreement. The temporary employment

period can be extended in the event the temporary employee is hired to fill a temporary vacancy which is created because of leave of absence granted under Article 9 or 11. The Employer shall notify the Union in writing if such positions are to be filled. The Employer and the Union agree that temporary employees shall not participate in Union activities during working hours.

**Section 2.4(b)** An employee in a temporary position employed for more than twelve (12) months of continuous employment, shall be entitled to receive holidays, sick leave, bereavement leave and health care benefits. The temporary employee shall be otherwise exempt from all provisions of this Agreement.

**Section 2.4(c)** The Employer agrees that temporary employees shall not be hired for the purpose of displacing regular full-time employees or avoiding filling full-time and regular part-time positions. Bargaining unit employees shall have first right of refusal in the unit, for overtime work for which they are qualified.

**Section 2.5 EXEMPT AND NON-EXEMPT STATUS** Positions which are managerial, professional and administrative are generally exempt from overtime provisions of the Fair Labor Standards Act and Washington State Employment Standards Act.

**Section 2.6 CLIENT EMERGENCY** A client emergency is an unanticipated situation wherein the health, safety or property of a client or another person is seemingly threatened unless a staff intervention takes place immediately.

**Section 2.7 INCLEMENT WEATHER/ EMERGENCY SITUATIONS** In the event of an emergency situation adversely affecting Employer operations, public health, or the well-being and safety of employees, the Executive Director or his/her designee may declare a temporary suspension of any or all operations of the Agency or permit telecommuting. Emergency situations which might affect such a suspension decision or telecommuting include, but are not limited to: severe weather conditions, natural disaster, fire or related hazard, mechanical and equipment failure, and a pandemic.

As a general policy, Employer will limit any suspension to those operations most directly affect by the emergency so as to minimize disruption of regular services. In the event that suspension of service is ordered, the Employer shall pay impacted employees' time away from work. When no suspension of operations has been ordered, supervisors may approve employee requests to work less than the regular work schedule. Such time off, as well as other approved absences from work due to inclement weather, shall be charged to vacation leave, personal holiday or leave without pay. Employer agrees to maintain a 1-800 inclement weather notification phone line for employees or similar notification system. Employees are required to contact their immediate supervisor if they are unable to report to work or need to leave early due to any of the above conditions.

**Section 2.8 WORKWEEK** A normal workweek shall consist of forty (40) hours of work within a seven (7) day workweek. When a five (5) day work schedule is utilized, in keeping with organizational/client needs, five (5) consecutive workdays will be assigned by qualifications and seniority. For the purpose of administration of this Article, the seven (7) day period shall begin at 12:01 a.m. on Sunday and end at 12 midnight on Saturday.

**Section 2.9 FUNDING PARTNERSHIPS** A funding partnership is a federal, state, local, or private foundation grant that involves a co-applicant, co-support, co-sponsorship or other similar joint venture with another organization.

### ARTICLE 3

#### **UNION SECURITY**

**Section 3.1 UNION MEMBERSHIP** The Employer agrees that all employees covered under this Agreement shall, as a condition of employment, within thirty-one (31) days from the effective date of this Agreement, become and remain members of the Union in good standing or pay for the administration of this Agreement and the benefits of representation.

Therefore, each employee who does not voluntarily acquire and maintain membership in the Union shall be required as a condition of employment, thirty-one (31) days from the effective date of this Agreement, to pay an equal amount to the Union's regular and usual initiation fee and monthly dues and for each month thereafter, an amount equal to the Union's regular and usual monthly dues or employees may elect to pay a financial core membership with the Union.

**Section 3.2 NEW EMPLOYEES** 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 effective date of this Agreement, become and remain members of the Union in good standing or pay an amount equal to the Union's regular and usual initiation fee and monthly dues, equivalent of the Union's regular and usual monthly dues each month thereafter.

The Union shall be responsible for notifying the employee's of the initiation fee amount with the percentage of monthly dues to be collected.

**Section 3.3 ENFORCEMENT** Eligible employees who fail to meet the requirements of Sections 3.1 or 3.2 will be discharged by the Employer within thirty-one (31) calendar days of receipt of notice from the Union.

**Section 3.4 EXCEPTIONS** Any employee required to maintain their membership in the Union or pay the equivalent of Union initiation fees and monthly dues as a condition of employment under this Agreement shall, in the alternative, in order to exercise the employee's right of non-association based on the employee's bona fide religious beliefs, pay an amount of money equivalent to Union dues to a non-religious, tax-exempt charity mutually agreed upon by the employee and the Union. If, within ten (10) days after it is determined that the employee is eligible for exemption under this Section, the employee and Union fail to agree on the organization to which payment in lieu of dues and initiation fees is to be donated, either party may petition the Federal Mediation and Conciliation Service for a decision. Said employee shall furnish written proof to the Union that such payment is being made.

## ARTICLE 4

### PAYROLL DEDUCTION

**Section 4.1 DEDUCTION OF DUES** The Employer shall deduct monthly union dues or the equivalent amount of union dues from the pay of each employee covered by this Agreement who voluntarily submits a dues check-off authorization form. The Employer shall submit dues money to the Union by the fifteenth (15<sup>th</sup>) of each month.

**Section 4.1(a)** The Employer shall distribute to new employees, on the effective date of employment, a copy of the current Union contract and a list of current Shop Stewards. Employer shall notify the Union of all new hires. The Union shall notify the Employer in writing of all shop steward changes.

**Section 4.1(b)** Forty-five (45) days after the contract is signed by both parties of this Agreement, the Employer shall submit to the Union the following information in writing.

**Section 4.1(b)(1)** A list of all employees covered by this Agreement including their name, classification, department, rate of pay and gross pay, hours worked, FTE status and starting date.

**Section 4.1(b)(2)** Each month thereafter, the Employer shall transmit a list of all employees covered by this Agreement and include their names, rate of pay, gross pay and hours worked. This list shall include new hires for the previous month, with their names, addresses, classifications, rate of pay, gross pay, date of hire and social security number. With this list, the Employer will include the names of all employees who have terminated during the month and the termination date.

**Section 4.1(c)** The Union and each employee authorizing the assignment of wages for the payment of Union dues hereby agrees to indemnify and hold the Employer harmless from all claims, demand or other forms of liability that may arise against the Employer for or on account of any deduction made from the wages of such employee.

**Section 4.2 POLITICAL ACTION COMMITTEE (PAC) CHECK-OFF** The Employer shall deduct the sum specified from the pay of each member of the Union who voluntarily executes a political action contribution authorization form. The amount deducted, payable to OPEIU Local #8 PAC, and a roster of each employee authorizing assignment of wages, will be transmitted to the Union. The Union and each employee authorizing the assignment of wages for payment of the voluntary political action contributions hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits, and other liability that may arise against the Employer for or on account of any deduction made from the wages of such employee.

**Section 4.3 HARDSHIP FUND CHECK-OFF** The Employer shall deduct the specific sum from the pay of each member of the Union who voluntarily executes an OPEIU Local 8 Hardship Fund Check-Off Authorization form. The amount deducted, payable to OPEIU Local #8, and a roster of each employee authorizing assignment of wages, will be transmitted to the Union. The Union and each employee authorizing the assignment of wages for payment of the

hardship fund contributions hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits, and other liability that may arise against the Employer for or on account of any deduction made from the wages of such employee.

**Section 4.4 MISCELLANEOUS DEDUCTIONS** Other voluntary payroll deductions shall be allowed if mutually agreed to by the employee and the Employer. Statutory deductions required by law and other legal or court ordered deductions shall be implemented according to the relevant legal requirements and/or orders. In cases of statutory deductions required by law or the Court, the Employer shall notify employee of such demand.

## ARTICLE 5

### **UNION/MANAGEMENT RELATIONS**

**Section 5.1 UNION ACCESS** The Union shall notify the Employer upon execution of the Agreement of its representative(s) assigned to represent the unit covered by this Agreement. Duly authorized representatives of the Union shall be allowed reasonable access to the Employer's premises with prior notice to the Human Resources Director or his/her designee, to investigate grievances and conduct other business related to the representation of employees. The Union Representative shall not in any way hamper or obstruct the normal flow of the employees' work or otherwise interfere with the Employer's operation. The Union will be particularly sensitive to emergency situations that may arise at the facility, prior to and during the course of its visitation. The Union shall coordinate with the Employer meeting space for Union meetings during the work day by obtaining prior approval from Human Resources (or its designee). The Employer will not unreasonably deny the Union meeting space if it is available. Employees participating in Union meetings conducted during the work day shall do so on their own time, unless the meeting was requested by the Employer.

**Section 5.2 SHOP STEWARDS** The Employer will recognize the appointment of one Chief Union Steward to investigate complaints and grievances. The Union may select such alternates as it deems appropriate. Union Stewards designated herein shall not transact Union business, which in any way interferes with the work of employees, or the services provided to clients. Any employee in the bargaining unit serving as Chief Union Steward (or alternate when the Chief Steward is not available), upon notification to the Employer may attend grievance meetings on work time; provided that, client care is maintained. If the Employer opens a new site with eight (8) or more bargaining unit members, or if an existing site grows to eight (8) or more bargaining unit members, a shop steward may be appointed for that specific site. There shall be three (3) shop stewards appointed at Employer main site. The Union will make every effort to ensure there are at least two (2) Shop Stewards at Employer's main site. If Shop Stewards are not available, the Union will ensure the availability of a Union Representative.

**Section 5.3 USE OF EQUIPMENT** The Union will, reimburse Employer for the Union's use of Employer equipment, supplies, materials, or other resources for Union business. Union members shall notify Human Resources when equipment needs to be used for Union business for purposes of determining appropriate reimbursement costs. The Employer shall provide necessary forms to Union members for use of equipment. A list of Employer's current fee schedule shall be provided to the Union.



**Section 5.4 WEINGARTEN RIGHTS** An employee may, upon request, have a Union representative of the employee's choice present at any meeting with the Employer that could reasonably lead to the employee's discipline. If the employee requests Union representation at such a meeting, the employee shall notify the Employer and shall be provided reasonable time to make arrangements, but no more than two (2) workdays. This period may be extended by mutual agreement. It is the employee's responsibility to request Union representation, if desired. If the Employer has not informed the employee prior to the meeting of the meeting's purpose, the employee may request adjournment so as to enable the employee to secure Union representation. For any meeting that may lead to disciplinary actions, only the Union appointed Shop Steward or Union Representative will be recognized.

**Section 5.5 BULLETIN BOARDS** The Employer shall provide a bulletin board for the posting of Union related material at each work site of the Employer in areas accessible to bargaining unit members.

**Section 5.6 TRAVEL FOR UNION ACTIVITIES** Travel for Union activities shall not be paid by the Employer and shall not be during regular work hours, unless accrued vacation time or leave without pay is utilized and approved by Employer.

## ARTICLE 6

### **MANAGEMENT RIGHTS**

The Union recognizes the Employer's inherent and traditional right to manage its business, and to establish reasonable work rules, and to require their observance subject to this Agreement and the law.

Except as expressly modified or restricted by a provision of this Agreement or applicable law, the Employer retains all statutory and inherent managerial rights, prerogatives and functions vested in the Employer, including, but not limited to, the rights, in accordance with its sole and exclusive judgment and discretion, to discipline or discharge employees for cause, to determine the number of employees to be employed; to hire employees, determine their qualifications and assign and direct their work; to promote, demote, transfer, lay off and recall employees to work; to set the standards of productivity and services to be rendered; to determine the amount of compensation for employees; to establish reasonable work rules; to maintain the efficiency of operations and to determine the personnel, methods, means and facilities by which operations are conducted; to set the starting and quitting time and the number of hours and shifts to be worked; to subcontract, contract out, close down, or relocate the Employer's operations or any part thereof; to create and maintain new positions; to expand, reduce, alter, combine, transfer, assign, or cease any job, department, operation, or service; to determine the number, location and operation of departments, divisions, and all other units of the Employer; 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 employees.

The Employer's failure to exercise any right, prerogative, or function hereby reserved to it, or the Employer's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Employer's rights to exercise such right, prerogative, or function

or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement or the law. The exercise of management rights is the exclusive prerogative of the Employer and its decisions in such matters, to the extent not inconsistent with this Agreement, shall not be subject to contest or review by the Union.

## ARTICLE 7

### EMPLOYMENT PRACTICES

**Section 7.1 JOB POSTING** Notice of all job vacancies shall be posted an electronic service, such as Pay Chex or an equivalent for three (3) working days. Employees who have email accounts with the Employer shall receive job vacancy notices electronically the same day such vacancies are posted on the Employer’s electronic service. The Employer may post job vacancies outside of the Agency at the same time internal postings take place as long as interview provisions of this section are adhered to. The Employer shall have the right to fill positions with an individual from outside sources once the provisions of Section 7.1 have been fulfilled and management has determined the bargaining unit employees who have made application through the job posting procedure are not qualified for the position. Posted job vacancies for unit positions shall be written using a standardized description format that encourages qualified individuals and minorities to apply. During the three (3) day posting period, applications shall be accepted from both bargaining unit employees and individuals from outside sources; however, bargaining unit members who apply during the posting period shall be interviewed before any outside applicants are considered.

The parties recognize staffing vacancies create a hardship for everyone. The Employer will prioritize posting open, budgeted positions as soon as reasonably possible. The Union understand that staffing is a management function subject to a variety of factors and therefore, not subject to the grievance procedure.

**Section 7.1(a) REJECTED APPLICANTS** A bargaining unit employee who applies for a position and is not selected for an interview, or is selected for an interview but not hired for the position, will be notified in writing by the Employer with the reason the employee was not selected.

**Section 7.2 INCIDENTAL CHARGES** It is agreed that the Employer shall pay charges incidental to the hiring of employees which are incurred due to the requirement of the Employer as follows: background checks, which shall consist of: social security check, national criminal record check, driving abstract, education and credential verification. The Employer shall also pay the copay (and other charges) for TB testing for those employees required to be tested by contract or law, provided that employees with insurance, at the time of testing, must submit the claim to their insurance company. Employer conducts background checks on a semi-annual basis or as required by contract. The Employer agrees not to use employment agencies where fees are required to be paid by the employee.

**Section 7.3 EVALUATIONS** The performance of each regular employee shall be evaluated with the calendar year. An established standard performance evaluation form shall be used to evaluate an employee’s overall work performance. Improvements required of the employee shall be clearly and specifically stated. Employees shall have the opportunity to provide

comment or response. Any employee who feels the evaluation needs further discussion may review it with HR. If an employee is not satisfied with their evaluation after meeting with HR they can meet with the Deputy Director to discuss it.

The employee will receive a copy of the completed evaluation and must sign to acknowledge receipt. This signature shall not suggest agreement. Evaluations will be placed in the employee's personnel file. Once an evaluation has been signed by the employee and the supervisor, the Employer shall not change or add to the content of the evaluation without the employee's notification.

**Section 7.4 PROGRESSIVE DISCIPLINE** The intent of the Employer is to follow the standards of progressive discipline. Progressive discipline may include documented verbal warnings, written warnings, a corrective action plan which is defined as a definitive period during which a performance improvement plan is developed, implemented and evaluated; probation, suspension, demotion and dismissal. The Employer will evaluate the conduct and/or performance of the employee and the circumstances of the incident to determine, in its discretion, what level of discipline is appropriate. The principles of Just Cause and due process through the grievance procedure apply at all levels of discipline. The Union and the Employer agree that a lesser level of discipline is not a condition precedent to a higher level if warranted by the facts and circumstances of an individual case.

**Section 7.4(a)** No regular employee who has completed his/her probationary period shall be disciplined or discharged except for just cause. Employees shall not be suspended or discharged while on paid or unpaid leave or vacation except for Just Cause. The Employer will provide an employee with written reasons for termination.

**Section 7.4(b)** The Union and the Employer recognize that certain conduct by employees warrants immediate suspension or termination without resorting to progressive discipline. Although not an exhaustive list, progressive discipline will not be necessary if the employee's conduct involves dishonesty, abuse of clients, criminal conduct that reflects on the Employer's image, possession, sale or use of controlled substances that violate federal, state, or local law, or prescription drugs used or obtained in excess of the prescription, or use of alcohol or drugs while working, violating the Employer's no weapons policy, unethical conduct, misrepresentation, falsification or misrepresentation of any clinical or patient data or any violation of the Revised Code of Washington, Washington Administrative Code, Washington State Licensing Requirements, or competent medical authorities. The principles of Just Cause and the grievance procedure shall apply at all levels of discipline for employees who have completed their probationary period.

**Section 7.4(c)** An employee shall be given the opportunity to read, sign and answer all written disciplinary actions before placement of such materials in the employee's personnel file. The employee's signature thereon shall not be construed as an admission of guilt or concurrence with the charge.

**Section 7.4(d)** Documented verbal and written warning notices shall not remain in effect for a period of more than twelve (12) months unless two (2) or more similar incidences occur in a consecutive twelve (12) month period. Disciplinary actions twelve (12) months or older shall not be used for purposes of progressive discipline, unless the original incident is similar to

subsequent incidents being addressed. All disciplinary documentation will remain in employees file for the full duration of employment.

**Section 7.5 PROMOTIONS AND TRANSFERS** Promotions and transfers shall be made on the basis of qualifications, skill, ability, performance and availability. In the event two or more employees have the same relative qualifications, skill, ability, performance and availability, the employee with the greatest seniority shall be selected. All promoted/transferred employees shall be placed on the higher rated job for an initial trial service period of six (6) months. In the event the employee does not successfully pass the trial service period, the employee shall be returned to his or her former or similar vacant position at his or her former rate of pay prior to promotion without any loss of seniority, if a position is available. If no position is available, the employee shall be offered the opportunity to take any open positions for which the employee is qualified, but shall not be required to take a position that requires more than 25 miles of travel from the physical location they currently work at, to the physical location where an opening is available. If no job is available, the employee shall be terminated with one (1) week notice of termination and the employee shall be placed on a recall list for a period of nine (9) months, consistent with provisions of Section 9.3 of this Agreement, but shall not be offered a vacant position unless no employee on layoff exercises recall options under that Section.

**Section 7.6 PERSONNEL FILES** Employees may review their personnel files upon request. Request to review personnel files should be made to the Human Resource Department, which will arrange a reasonable period of time for monitored review of the file. The employee may request one (1) free copy of materials in the file per year. Additional copies shall be provided at standard copying costs.

**Section 7.7 JOB DESCRIPTIONS** The Employer will furnish the Union with unit job descriptions for all classifications including modifications and revisions thereto within ten (10) days, when requested. Copies of current job descriptions shall be provided to employees upon request.

**Section 7.8 WORK POLICIES** Absent express language in this Agreement relative to a term or condition of employment, the Employer's policies and procedures shall be applicable to all unit employees with respect to their employment with the Employer. The Employer may from time to time, develop and/or modify, reasonable rules and regulations which, in its discretion, are necessary for the effective operation of the Employer's business. On an annual basis, the Employer will provide the Union with copies of all proposed changes to its policies, rules and regulations. The Employer agrees to give fifteen (15) calendar days notice to bargaining unit employees of new policies that are not a mandatory subject of bargaining prior to implementation. The Employer further agrees that an employee not notified of changes to a policy shall not be penalized for failure to follow the same. Employees shall be responsible for reading and understanding all changes in policies and procedures. If a conflict exists between an express provision of this Agreement and the Employer's policies and procedures, this Agreement shall prevail.

**Section 7.8(a) EMPLOYEE LICENSURE** The Employer and the Union agree that any legal or licensing requirements necessary to perform the job functions are the responsibility of the employee. Any time off work for purposes of resolving licensure/registration issues shall be charged to vacation, personal holiday or leave without pay, not to exceed five (5) working days

beyond the expiration date of the license or registration. In keeping with its stated policy, Employer agrees not to hire individuals who do not have a current license and/or registration who are required to by state law.

## ARTICLE 8

### SENIORITY

**Section 8.1** Seniority shall be calculated from an employee's first date of regular hire with the Employer. Where ability, skill and qualifications are substantially equal, seniority shall be observed in rehires, transfers, promotions and vacation preference.

**Section 8.2** An employee shall lose his or her seniority rights for any one of the following reasons: voluntary termination, discharge for just cause, retirement, layoff after nine (9) months, failure to return from medical leave after eighteen (18) months or failure to report from layoff within three (3) work days of receipt of written notice to report back to work. Notice shall be sent by either personal e-mail, or by registered mail, return receipt requested, to the employee's last known personal e-mail address or home address.

## ARTICLE 9

### LAYOFF/SEPARATION AND RECALL

**Section 9.1** The Employer is a not-for-profit counseling and referral service which is funded by various short and long term grants, service contracts and client fees. A condition precedent to continued employment for each unit employee is the existence of funding for each employee's individual program. When a permanent or prolonged reduction in the number of employees is required, the Employer will first seek volunteers. Where qualifications, skill and ability are equal, employees hired under specific programs that are no longer economically viable, shall be laid off by order of seniority within the affected program, if there is an insufficient number of volunteers. Seniority shall continue for a period of nine (9) months during layoff. There shall be no bumping rights between programs and funding sources. Nothing in this provision limits the Employer's right to layoff employees for organization or other business purposes.

**Section 9.2** The Employer shall notify the Union within fifteen (15) working days of the Employer's receipt of notice, or as much time as is reasonably practicable, that a funding source is being reduced or eliminated, and the impact the funding source reduction or elimination will have on persons employed in the affected program(s). The Union may provide the Employer with suggested alternatives to layoff. If the Employer determines that layoff is necessary, the Employer shall afford the Union the opportunity to meet and negotiate the impact of implementing the layoff.

**Section 9.3** The Employer, upon rehiring, shall do so in the inverse order of seniority. Employees who have been suspended within the twelve (12) months prior to the time of the layoff will not be eligible for recall rights. The last employee laid off shall be the first recalled in their program area, before internal transfers or promotions or outside applications are considered. An employee shall not lose her or his recall rights for refusing a position that

requires travel in excess of 50 miles one way from physical location from which they were laid off to the physical location where an opening is available. The Employer shall serve notice of recall by registered letter to the employee's last known address. Laid off employees shall notify the Employer of changes in address and contact information during the nine (9) month layoff period. Failure of the employee to provide Employer with his/her current address will release the Employer of its obligation regarding recall based on seniority. Employees failing to contact the Employer within three (3) work days of receipt of notice will waive their seniority recall rights.

**Section 9.4** Upon completion of their first year of employment, a laid off employee shall be entitled to three (3) weeks of severance pay.

The employee shall be paid any accrued vacation the employee may be entitled to. The Employer shall provide a standard letter of reference indicating that the employee was laid off for economic and not performance issues.

**Section 9.4(a)** Employees shall be given a minimum of thirty (30) calendar days notice of layoff. In the event of an immediate governmental or immediate funding decrease or immediate elimination of service, employees shall be given thirty (30) calendar days of notice of layoff, or as much notice as practicable under the circumstances. If the Employer is unable or does not give thirty (30) days notice prior to layoff, the Employer will then pay the employee the daily rate for those days less than thirty for which the employee was not notified. All applicable benefits shall remain in effect unto the final day of employment. The employee will be expected to work during the thirty (30) day notice so as to ease the transition of clients/services unless management deems it unnecessary.

## ARTICLE 10

### HOLIDAYS

**Section 10.1** 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
Martin Luther King Day	Thanksgiving Day
Presidents' Day	Day After Thanksgiving
New Year's Eve	Christmas Eve
Memorial Day	Christmas Day
Independence Day	(2) Annual Personal Days*
Labor Day	Employee Birthday

\*If an employee is hired after June 30, that employee will receive one (1) annual personal day for his/her first year of employment.

**Section 10.2** In the event an employee is required to work on a holiday, the employee will receive one and one-half (1 ½) times their normal hourly rate for each holiday hour worked, provided they have obtained written and dated authorization from their immediate supervisor prior to working the holiday.

**Section 10.3** 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.

**Section 10.4** In the event a holiday honored under this Agreement falls during an employee’s vacation, such employee shall receive holiday pay instead of vacation pay.

In the event a holiday honored under this Agreement falls on a Saturday or Sunday, the holiday shall fall to either the corresponding Friday or Monday as directed by the Employer. If the employee is not scheduled to work on that day, the employee will still receive holiday pay for that day consistent with Section 10.5.

The maximum number of hours paid for a holiday shall be eight (8).

**Section 10.5 HOLIDAY PAY FOR PART-TIME EMPLOYEES** Holiday pay shall be prorated for part-time employees who work a minimum of twenty (20) hours per week, based upon the number of regular hours which they are scheduled to work on a weekly basis. These part-time employees shall be paid for such holidays regardless of whether or not they are scheduled to work on a holiday.

## ARTICLE 11

### LEAVE

**Section 11.1** Annual leave with pay shall be granted to employees who have completed their probationary period on the following basis, and upon actual accrual:

<u>Length of Employment</u>	<u>Annual Leave</u>
1 – 24 months	12 days
25 – 36 months	15 days
37 – 72 months	18 days
73 – 108 months	21 days
109 and over	25 days

Employees working less than full-time but at least twenty (20) hours per week, earn annual leave prorated to the number of hours worked per week.

**Section 11.2** Employee will earn annual leave based on a calendar year. Annual leave will be prorated based on date of hire.

**Section 11.3** All employees shall be encouraged to take vacation time as it accrues each year. Employees may carry over up to two hundred forty (240) hours of any unused vacation time. Upon separation for any reason, except as pursuant to Section 7.4(a) or (b), any annual leave accrued shall be cashed out on the employee’s last paycheck, with a maximum payout of two hundred and forty (240) hours.

Employees that are subject to immediate termination pursuant to Section 7.4(a) or (b) shall forfeit all unused vacation time and shall not be allowed to cash out any unused vacation time.

Direct services staff shall provide twenty (20) work days notice of resignation. Employees are not eligible to utilize vacation leave during this notice period. Any notice less than twenty (20) work days shall result in the employee's vacation cash out amount to be reduced by that amount, up to a maximum of twenty (20) days. For the purpose of calculating work days under this provision, holidays and weekends will not count as work days.

Support staff shall provide ten (10) work days notice of resignation. Support Staff are not eligible to utilize vacation leave during this notice period. Any notice less than ten (10) work days shall result in the employee's vacation cash out amount to be reduced by that amount, up to a maximum of ten (10) days. For the purpose of calculating work days under this provisions, holidays and weekends will not count as work days.

Any employee who leaves the agency or is terminated during their probationary period forfeit all accrued vacation.

**Section 11.4** Employees shall request vacation time at least fifteen (15) working days in advance of their intended use for all requests in excess of three (3) days. In the event of emergency the Employer may allow an employee to take vacation where appropriate notice has not been given, or may require notice for a request of less than three days duration. The Employer will approve/deny vacation requests within a reasonable period of time.

**Section 11.4(a)** Leave time includes leave without pay and holidays. A maximum of two (2) consecutive weeks of leave time may be approved by the Program Manager. Vacation in excess of two (2) weeks shall require approval by the Human Resources Director. Leave requests shall not be denied arbitrarily and/or capriciously.

**Section 11.4(b)** Seniority for vacation leave shall be determined as provided in this subsection. To maintain seniority preference, Employees must request vacation leave within the selection period of January 15 through February 15. Vacation requests must be made no later than February 15 of each year for vacations to be scheduled for the next twelve (12) months. The Employer will approve/deny vacation requests made during the selection period by March 1. Employees who fail to make their vacation request may still request vacation time pursuant to Section 11.4, but understand they have limited seniority rights. Employees who fail to make a vacation request by February 15 recognize that their requests will be taken on a first-come, first-serve basis, meaning a more senior employee may not bump a less senior employee with an approved vacation request.

**Section 11.5 SICK LEAVE** Sick leave with pay shall be accrued on the basis of one day for each month of continuous service cumulative to sixty (60) work days. Sick leave is not cashed out at the end of an individual's employment.

**Section 11.6** Sick leave shall be approved by the Employer for the following purposes: To care for the medical and mental health needs of the employee or the health needs of the employee's family members, when the employee's workplace or their child's school or place of care has been closed by a public official for any health-related reason, for absences that



qualify for leave under the state's Domestic Violence Leave Act. For purposes of this section, family member will be defined as: child, parent, spouse, registered domestic partner, grandparent, grandchild, and sibling. Employees who are ill or who must be absent must immediately notify their immediate supervisor of their inability to report for work so that necessary adjustments in work assignments can be made to assure orderly continuity of the Employer's business. Employees must provide as much advance notice for the use of paid sick leave as is reasonably practicable. For foreseeable leave, Employees must provide at least ten (10) days' notice or as early as practicable. For unforeseeable leave, Employees must provide notice as soon as possible before the start of the Employee's shift, unless it is not practicable for them to do so. Employees must contact their immediate supervisor each day of their absence. Employees who become ill while at work, must advise their immediate supervisor prior to taking leave time.

Any personal or family illness or injury requiring an employee's absence from work in excess of three (3) days shall require a doctor's notice. The Employer may require verification of absences sooner if allowed under federal, state, or local laws (such as the Family Medical Leave Act, or the American with Disabilities Act).

**Section 11.7** The Employer shall provide each employee within three (3) working days of their request, a written record of all accrued and used vacation and sick leave and Family/Medical Leave.

**Section 11.8 BEREAVEMENT LEAVE** Any employee suffering a death in the immediate family shall be allowed four (4) work days leave from work with pay, if within the State of Washington, and five (5) days leave with pay, if necessary, to travel outside of the State. If employee has to travel outside of the United States, seven (7) work days with pay shall be allowed. Member of the immediate family is defined as father, mother, sister, brother, wife, husband, domestic partner, son, daughter, stepchild, foster child, grandparent, or grandchild. Additional unpaid bereavement leave can be taken for up to two (2) additional weeks upon mutual agreement between the Employer and employee. Additional leave must be approved by the Program Manager and the Human Resources Director.

### **Section 11.9 FAMILY/MEDICAL LEAVE**

**Section 11.9(a) APPLICATION OF POLICY** In order to be eligible an employee must have been employed for at least twelve (12) non-consecutive months without a break in service of seven or more years, and have worked a minimum of 1250 hours during the twelve (12) months immediately preceding a request for leave pursuant to this Section.

Periods of National Guard or Reserve military service are counted as periods of employment in determining whether an employee has accumulated twelve (12) total months of employment and whether an employee has worked at least 1,250 hours in the past twelve months. Employer agrees to abide by all applicable federal laws in accordance with Military Leave.

**Section 11.9(b) LEAVE ENTITLEMENT** For purposes of determining the amount of leave available to any employee upon request and except as otherwise provided by the FMLA, the Employer will measure the twelve (12) month period backward from the date the individual employee uses any FMLA qualifying leave.

**Section 11.9(c) FAMILY MEDICAL LEAVE ACT (FMLA)** Subject to the notice and certification requirements described herein, an employee may request and the Employer will provide a maximum of twelve (12) weeks Family/Medical Leave during any twelve (12) month period for the following reasons:

- 1) the birth or care of a newborn son or daughter;
- 2) placement with an employee of a son or daughter for adoption or foster care;
- 3) care for a child of the employee with a health condition that requires treatment or supervision; or,
- 4) care for a spouse, domestic partner, parent, parent in-law, or grandparent of the employee who has a serious health condition or an emergent condition
- 5) care for the employee's spouse, domestic partner, child or parent with a serious health condition; or
- 6) the serious health condition of an employee which causes the employee to be unable to perform the functions of the employee's job.

The employee is required to exhaust all paid sick leave, vacation, or other accrued leave concurrently with FMLA leave, except that an employee shall be allowed to maintain a minimum of forty (40) hours in his/her sick leave bank, when taking such leave.

If both parents are employed by the Employer and desire to take leave as a result of the birth of a son or daughter or to care for such a child or alternately as a result of the placement with the employees of a son or daughter for adoption or foster care, the parents are entitled together to a total of twelve (12) weeks of Family/Medical Leave. Family/Medical Leave taken for the care of a newborn or a newly placed or adopted child must be taken within twelve (12) months of the birth or placement of the child.

**Section 11.9(d) BENEFITS** An employee shall not lose any benefit accrued prior to the date on which the leave commenced. An employee who returns from a Family/Medical Leave shall be entitled to any right, benefit, or position to which the employee would have been entitled had the employee not taken leave, including any intervening contractual increases. Upon return from FMLA leave, an employee shall be entitled to the position of employment held by the employee when the leave commenced or an equivalent position with equivalent employment benefits, pay and other terms and conditions of employment had the employee not taken leave. An employee on leave due to pregnancy and/or childbirth or the placement of a child due to adoption or foster care will have retention right to his/her position for up to six (6) months.

During the period of the leave, the Employer shall continue to provide insurance benefits on the same basis that such benefits were provided prior to commencement of the leave or on the same basis as provided to other employees in the event the Employer plan changes during the pendency of the leave; provided, however, that the Employer may recover the cost of premiums paid for maintaining coverage for the employee under such group health plan during the period of the FMLA leave if the employee fails to return to work for reasons other than the

continuation, recurrence or onset of a serious health condition or as a result of circumstances beyond the employee's control.

**Section 11.9(e) NOTICE** An eligible employee who foresees that he/she will require leave for the birth/care of a child or for the placement of a child for adoption or foster care, must notify, in writing, Human Resources no less than thirty (30) calendar days in advance of the start of the leave. If not foreseeable, the employee must provide written notice as soon as is practicable under the circumstances.

An eligible employee who foresees the need for a leave of absence due to planned medical treatment for him/herself, his/her spouse, child, parent or domestic partner, should notify, in writing, Human Resources as early as possible so that the absence can be scheduled at a time least disruptive to the operations of the Employer. Employees must give at least thirty (30) calendar days written notice or fourteen (14) days notice for terminal illness of child, unless impractical in which case the employee must provide as much written notice as circumstances permit.

**Section 11.9(f) MEDICAL CERTIFICATION** If the requested leave is to care for a spouse, domestic partner, child, grandparent or parent who has a serious health condition, the employee is required to file with the Employer in a timely manner a health care provider's statement that the employee is needed to care for his/her son, daughter, spouse, domestic partner, grandparent or parent and an estimate of the amount of time that the employee is needed for such care. If the requested leave is due to a serious health condition of the employee which renders the employee unable to perform the functions of the employee's job, the employee is required to file with the Employer such physician or health care provider certifications as are required by the Employer consistent with the FMLA.

FMLA medical information obtained by the Employer must be kept in a separate confidential file in the personnel office and be accessible to only Human Resources or the Department Director on a need to know basis, the employee's own doctor and such others that the law requires.

In the event the Employer has reason to doubt the validity of the health care provider's statement or certification for leave taken where certification is required, the Employer may, at its expense require second and third opinions as specified in the FMLA.

**Section 11.9(g) INTERMITTENT LEAVE** Leave taken as a result of the birth/care or placement for adoption or foster care may not be taken on an intermittent basis.

Subject to the limitations set forth in the FMLA, leave taken as a result of a serious health condition of a spouse, child, parent or domestic partner or because of a serious health condition of an employee which renders the employee unable to perform the functions of his/her job may be taken on an intermittent or reduced leave schedule when such need is certified by a health care provider to be medically necessary; provided, that where such reduced or intermittent leave is foreseeable, the Employer may transfer an employee to an alternate position with equivalent pay and benefits which better accommodates the employee's recurring periods of leave.

**Section 11.9(h) WASHINGTON FAMILY CARE ACT** Regular employees are eligible to take vacation, sick leave or any paid time off available (holiday day, personal day) in case of an illness or injury that totally disables them from working, or in the case of a family member with a qualifying health condition pursuant to the Washington Family Care Act (WFCA) after ninety (90) days of continuous employment. In the event that the Act changes, the Employer will implement those changes.

**Section 11.10 JURY DUTY PAY** Employees who are regularly employed eighty (80) hours or more per month who are subpoenaed for any reason or are called for service on a Superior Court, Municipal Court, District Court, County Court or Federal District Court jury shall be excused from work for the days on which they serve. If called for jury duty, employees shall be paid the difference between the fee they receive for such service and the amount of straight-time earnings lost by reason of such service, up to a limit of eight (8) hours per day and forty (40) hours per week; provided, however, an employee called for jury duty who is temporarily excused from attendance at court must report for work if sufficient time remains after such excuse to permit the employee to report to the workplace and work at least one-half (½) of the employee's normal workday. In order to be eligible for such payments, the employee must furnish a written statement from the appropriate public official showing the date and time served and the amount of jury duty pay received.

Employees shall not receive Jury Duty pay for absences from work as a result of responding to a subpoena on a personal issue. The employee shall be required to use available accrued leave (excluding sick leave) prior to taking the time as leave without pay.

**Section 11.11 MILITARY LEAVE** Any regular employee who is a member of the National Guard or organized military reserve or armed forces of the United States and who is ordered to attend a period of active duty training shall be entitled to leave without pay not to exceed fifteen (15) working days during each calendar year. Such leave shall be in addition to any vacation or sick leave to which the employee is entitled, benefits, seniority or other privileges of employment.

Any person who is a resident of this State and who voluntarily or upon demand, vacates a position of employment to determine his/her physical fitness to enter, or, who actually does enter upon active duty or training in the Washington National Guard, the Armed Forces of the United States, or the United States Public Health Service, shall, provided he/she meets the requirement of RCW 73.16.035, be re-employed forthwith to the same position or a comparable position at equal pay, including any intervening contractual increases; PROVIDED that, the Employer need not re-employ such person if circumstances have so changed as to make it impossible, unreasonable, or against the public interest for him/her to do so; PROVIDED FURTHER, that this section shall not apply to a temporary position.

If such person is still qualified to perform the duties of his/her former position, he/she shall be restored to that position or to a similar position.

**Section 11.12 ON THE JOB INJURY** Whenever an employee is injured on the job, the employee shall immediately seek medical attention if necessary, and at the earliest opportunity report his/her injury to the Human Resources manager. The employee will be compensated in full for the remaining part of the day of injury without affect to his or her sick leave or vacation

account. The Human Resources Manager will provide the employee with appropriate forms to submit a worker's compensation claim. If the employee is unable to immediately return to work due to the injury, the employee will be entitled to use his/her sick leave accruals. If the period of disability extends beyond fourteen (14) calendar days, then accrued leave taken shall be reimbursed by workers' compensation on a pro rata basis. Sick leave pay may be used to supplement industrial insurance benefits in an amount equal to the difference between the compensation to which the person is entitled under the Industrial Insurance Act and regular net pay, not to exceed the amount of the employee's accrued sick leave. The Employee is required to provide information regarding the amount paid by the Washington Department of Labor and Industries. Any earned vacation may be used in a like manner after sick leave is exhausted. However, if employee does not have any accrued vacation leave, then employee will take leave without pay. Employee must provide Employer with all appropriate claim paperwork. Employees, who are temporarily disabled and are being compensated through industrial insurance, are entitled to continue to receive the normal health benefits subject to any co-payment requirements. Sick leave and vacation shall only accrue, however, for hours actually worked.

## ARTICLE 12

### TRAINING

**Section 12.1** Regular employees who have completed their probation period are eligible for Employer provided training and development classes, programs, conferences and workshops which will foster career growth and assist employees in their development of work-related skills and abilities. The Employer shall, on an annual basis, budget three hundred dollars (\$300.00) for each full-time bargaining unit member for training and development classes, programs, conferences and workshops, or for clinical supervision hours for licensure, or clinical materials related to their field, which will foster career growth and assist employees in their development of work-related skills and abilities. This benefit shall be pro-rated based on employee's date of hire and FTE. The distribution of financial assistance to employees for such education shall not be arbitrary and/or capricious.

**Section 12.2** Upon completion of the probationary period, regular employees shall be allowed up to five (5) days (forty hours) of paid educational leave/time per year to further develop skills specifically related to the current position as determined by the Employer. Leave must be approved by their supervisor and Human Resources Office.

Educational time shall be paid at straight time. Employees requesting additional continuing education leave may use vacation time, personal holiday prior to using leave without pay. If an employee is required to attend an educational or training program, the Employer will pay the cost of the course and the time spent by the employee at the program shall be paid for as hours worked.

**Section 12.3** Education leave and training funds must be used in the current fiscal year (January – December) and will not be carried over.

**Section 12.4** The training fund described in Section 12.1 may be utilized by clinicians to attend training to deal with compassion fatigue and secondary trauma. Employees may

request additional in-service trainings to focus on any topic of interest, such as compassion fatigue.

## ARTICLE 13

### HOURS OF WORK

**Section 13.1** The Employer and the Union agree that exempt or non-exempt status for regular employees covered under this Agreement will be determined in compliance with the Fair Labor Standards Act and Washington Employment Standards Act.

**Section 13.2 EXEMPT EMPLOYEES** Exempt employees are paid an established monthly or annual salary and are expected to fulfill the duties of their positions regardless of hours worked. Exempt employees are not eligible to receive overtime compensation. An exempt employee is one who meets the standards outlined by the Fair Labor Standards Act (FLSA).

**Section 13.2(a)** Regular hours of work for exempt employees shall not normally exceed forty (40) hours in one week. Business hours for exempt employees shall be from Monday through Friday, 8:00 a.m. to 8:00 p.m. and weekends based on program and client needs. Exempt employees are expected to work no more than eight (8) hours per day unless otherwise approved by their supervisor. Employees needing to work outside standard hours may do so with flextime coordinated with their managers or may request a permanent schedule change from the Human Resources Director. Flextime must be used within thirty (30) calendar days, unless otherwise agreed to by both the employee and the supervisor. The specific policies and procedures regarding the use, monitoring and approval of flex time will be decided by Human Resources and noted in each department's policy and procedure manual.

**Section 13.2(b)** An employee working in excess of forty (40) hours per week may use flex time, to be used during the current pay period. Employees seeking to work in excess of forty (40) hours per week shall only do so with prior authorization by the Program Supervisor. In the absence of the Program Supervisor, the Deputy Director will approve, if appropriate, in situations related to client emergencies.

The Union agrees to hold the Employer harmless from all penalties, interest, damages, attorneys fees or other loss, exclusive of back pay, associated with the agreement herein to provide flex time to exempt employees covered by this Agreement.

**Section 13.3 NON-EXEMPT EMPLOYEES** A non-exempt employee is one who is entitled to the minimum wage and/or overtime pay protections of the Fair Labor Standards Act (FLSA). A non-exempt employee is required to account for time worked on an hourly and fractional hourly basis and is to be compensated for overtime hours at the premium (time-and-one-half) rate.

**Section 13.3(a)** Non-exempt hourly employees who work in excess of forty (40) hours will be compensated at the rate of time and one half (1 ½). All overtime requires prior authorization by the Program Manager in consultation with Human Resources Director, except in cases where overtime is due to client-related emergencies.

**Section 13.4** A regular exempt employee ordered to report to work on a day not scheduled

to work, will be given flex time to be used during the current pay period.

**Section 13.5** An employee shall take no less than thirty (30) minutes and up to a one (1) hour lunch period, in addition to their normal eight (8) hour workday. Lunch periods shall not be compensable. Lunch periods should be taken at the approximate mid-point of the workday.

Lunch breaks cannot be combined with daily relief periods for the purpose of leaving early or coming in at a later time during the workday.

**Section 13.6** Daily relief periods of fifteen (15) minutes each shall be allowed, one in the morning and one in the afternoon for all employees covered by this Agreement. Relief periods are compensable.

Breaks cannot be combined with lunch periods for the purpose of leaving early or coming in at a later time during the workday.

**Section 13.7** In offices employing more than one regular employee, overtime shall be distributed as equally as practicable among regular employees qualified to perform the work.

## ARTICLE 14

### HEALTH AND WELFARE

**Section 14.1** The Employer shall provide its generally applicable employee medical, surgical, hospital, vision and dental services for all regular employees. Throughout the life of this Agreement, employees will be responsible to pay a monthly premium of two percent (2%) of the monthly premium per month. Employees who work at least a .5 FTE, but less than full-time, shall pay a prorated premium based on the FTE. Any costs outside the premiums shall be the responsibility of the employee. The Employer agrees not to reduce the current level of medical, surgical, and hospital services coverage for medical insurance under this Article during the term of this Agreement. This shall include the conditions of co-payments and deductible as described above. The Employer may review and modify the medical, vision and dental plan(s) at the anniversary of said plan(s). The Employer shall meet and bargain the effects with the Union any proposed changes to the medical/vision/dental plan(s).

Consejo will pay the employee portion of the premium not to exceed 0.6% of the employee's gross wages of the Washington Paid Family & Medical Leave Act.

**Section 14.2** All eligible employees shall be covered under the Washington State Industrial Insurance Act.

## ARTICLE 15

### SALARY SCHEDULE

**Section 15.1** Effective upon ratification, the wages in APPENDIX "A" will be established. The Employer will have flexibility to hire employees within grade and range (based on classification, experience and education). Employer may, in its own discretion, pay any money to

employee(s) in addition to the pay or benefits provided in this agreement.

Upon ratification, employees below the minimum salaries listed in APPENDIX “A” will receive a pay adjustment up to that minimum level. This pay adjustment will be considered part of the employees’ annual wage increase. If an employee’s salary is increased based upon a raise provided from the APPENDIX “A”, then the annual raise will be subsequently reduced by that amount; in no event shall an employee receive less than a three percent (3%) pay increase as part of the 2022 annual pay increase.

As of the first full pay period in January 2022, employees shall receive a three percent (3%) annual pay increase. As of the first full pay periods in January 2023 and 2024, employees shall receive a two and one-half percent (2.5%) annual pay increase.

In the first full pay period in January 2022, 2023 and 2024, employees that have worked for a full year and have not been on a Performance Improvement Plan (“PIP”) for that entire year shall receive the full annual pay increase (3%/ 2.5%/ 2.5%). Employees that were on a PIP during the year shall receive a prorated portion of the annual pay increase based upon the amount of time the employee was not on the PIP. Employees that worked less than the full year shall receive the annual pay increase prorated based upon the number of days they were employed at Consejo during the previous year.

Employees that have reached, or exceeded, the maximum of their pay grade will receive a lump sum bonus on the first full pay period in January of 2022, 2023, and 2024. The bonus will be equivalent to their salary increase and will be in lieu of a base pay increase.

**Section 15.2** Should the Employer require the following specialty, an additional \$300 per year shall be paid to each employee. In the event a Specialty is discontinued by the State, the Employer is not obligated to pay for that Specialty.

- Child Mental Health Specialist

**Section 15.3** Employees are entitled to a one-time bonus of \$1,000 for obtaining an advanced degree (masters degree or higher) or an advanced certification/license related to the employee’s position (a non-exhaustive list would include going from a SUDPT to a SUDP, or obtaining a LICSW or a LMHC).

**Section 15.4** Payment of payroll will be done via direct deposit to a bank account of the employee’s choice. Employees are required to have a bank account within seven (7) working days of hire. Employees unable to meet this requirement will not be eligible for continued employment. Employees who have passed their probation period shall not be affected by this Section.

**Section 15.5** Management may offer “Lead” responsibilities to employees. The Lead assignment carries an extra level of responsibility defined by management. Duties may vary but will not include supervisory authority (hiring, firing, disciplining and evaluating employee performance) as defined by the National Labor Relations Act. If Lead duties are removed, the Employer will notify the employee at least thirty (30) days in advance unless less notice is



needed due to discipline or policy violations. Employees assigned the Lead role will receive a wage differential of one dollar (\$1.00) per hour in recognition of such additional responsibility.

## ARTICLE 16

### GENERAL CONDITIONS

**Section 16.1** When an employee is authorized to use the employee's personal vehicle during the course of employment, the employee shall be reimbursed at the current Federal Internal Revenue Service rate. Parking, ferry fares and toll charges incurred while conducting agency business shall also be reimbursed by the Employer. Expenses will not be reimbursed without submission of a receipt. Expense requests should be submitted on a monthly basis in order for timely reimbursement. Employees who are required to have a valid driver's license and car insurance will also be responsible to travel for their job. Employees must submit all reimbursable expenses by the 15<sup>th</sup> of each month, for expenses incurred within the previous month.

Ferry fares and toll charges incurred as a normal daily expense to/from the Employer for the purpose of reporting to work will not be reimbursed. The Employer will not reimburse the employee for any tickets issued for parking or moving violations.

**Section 16.2** An employee who reports to work during inclement weather shall be paid for his/her normal hours of work, regardless of the time of arrival or departure. In the event that the Employer advises employees not to report to work due to inclement weather, such time off will be paid and not charged to accrued vacation. If a work facility is closed due to inclement weather, employees shall be paid for their normal hours of work.

**Section 16.3** The Employer shall submit a claim to its insurance company to defend and pay any proper claim against its employees, consistent with the provisions of the Employer's liability, errors or omissions insurance coverage, in connection with any claims for damages and/or litigation arising from conduct, or acts of omissions of such employees in the scope and course of their employment with the Employer. The insurance company ultimately determines its pay obligations and its requirement to defend obligations. This shall not apply to conduct in contravention of law or agency policy or procedure.

**Section 16.4** Paydays shall be designated the tenth (10<sup>th</sup>) and twenty-fifth (25<sup>th</sup>) of the month and shall be distributed by direct deposit. In the event that the designated payday falls on Saturday or Sunday, paychecks shall be deposited on the preceding Friday and shall be dated with Friday's date. In the event that the designated payday falls on a holiday covered by this Agreement, paychecks shall be deposited on the workday preceding the holiday and shall be dated accordingly.

**Section 16.5** The Employer and the Union will maintain a joint Management/Labor Committee, which will be effective during the term of this contract. There will be two (2) members appointed by the Union and two (2) members appointed by the Employer in the Committee. The Union shall select two (2) representatives and notify Administration of the selection. The Employer will notify the Union of the two (2) representatives. The Union shall be responsible for replacing its two representatives as needed. The purpose of the Committee is

to consider operational issues that may arise during the contract that are not covered in the Collective Bargaining Agreement. Any member of the Committee may recommend issues to be discussed. All such issues will be placed on the Committee's agenda for discussion. All substantive issues passed by a majority of the Committee will be shared with the appropriate member of the management team and the Union Representative. However, this Committee shall not be a substitute or become a de facto bargaining committee. Neither party is required to concur with or accept any recommendation of the Committee outside of the context of normal labor negotiations. This Committee will meet at least once quarterly.

## ARTICLE 17

### PENSION

**Section 17.1** The Employer agrees to guarantee a one percent (1%) contribution of the employees' salary per pay period to the employees' 401(k) with a matching contribution up to four percent (4%) of the employees' salary per pay period. Employer reserves the right to modify the pension plan at any time. The Union reserves the right to bargain over changes to the pension plan if it has a financial impact on the bargaining unit.

**Section 17.2 SALARY DIVERSION** An amount may be elected by each regular employee as a reduction in their minimum salary for the purpose of contributing such amount to the Office and Professional Employees Local 8 Supplemental Retirement Plan. An employee can elect any amount of salary reduction not to exceed the maximum allowable amount by law, of gross wages after the deduction. An employee shall be entitled to make an election only at the time this Agreement provides for negotiated wage increases during the term of this Agreement. Once made, the election shall not be subject to revocation except at the time the Agreement provides for negotiated wage increases. The forms for the election shall be provided by the administration office of the aforesaid Trust Fund. Any election under this paragraph shall not be effective until the first of the month following the month in which a completed election form is provided to the Employer. Any amount so elected by an employee shall be considered to be an Employer contribution to the trust Fund and shall not be subject to income tax withholding or applicable payroll taxes. The resulting salary level shall be considered to be the negotiated salary level for that employee for the remainder of this Agreement following the election. However, for the purposes of determining any other amounts under this Agreement based upon wage level, the original amount described in the Salary Schedule shall apply.

## ARTICLE 18

### NON-DISCRIMINATION AND RETALIATION

**Section 18.1** CONSEJO Counseling and Referral Service is an equal opportunity Employer. The Union and the Employer agree that it shall be the policy of the Employer with respect to all of its operations and terms and conditions of employment to treat all individuals equally without regard to race, color, religion, creed, national origin, ethnicity, political affiliation, sex, sexual orientation, gender identity, gender expression, genetic information, political ideology, marital status, age, veteran status, status as a breastfeeding mother, victim of sexual assault or domestic violence or the presence of any sensory, mental or physical disability unless the factor involved would, notwithstanding reasonable accommodation, prevent the proper

performance of the work to be assigned. All employees shall be hired, assigned, transferred, promoted, upgraded, and receive benefits and compensation solely on the basis of ability, qualifications, skill/job performance, program conditions, and seniority where applicable.

**Section 18.2** The Employer also agrees not to discriminate against any employee because of Union activity.

## **ARTICLE 19**

### **SEPARABILITY**

In the event that any provision of this Agreement shall, at any time, be declared invalid by any court of competent jurisdiction or through government regulations or decrees, such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

## **ARTICLE 20**

### **SUCCESSORS**

In the event the Employer shall, by merger, consolidation, sale of assets, lease, franchise or by any other means, enter into an agreement with another agency, firm or individual which, in whole or in part, affects the existing appropriate collective bargaining unit, the Employer shall notify the Union within five work days of the event.

## **ARTICLE 21**

### **GRIEVANCE/ARBITRATION PROCEDURE**

**Section 21.1** Any complaint or dispute arising between the parties to this Agreement involving an express provision of this Agreement or the interpretation, application or claimed breach of an express provision of the Agreement may be considered a grievance and may be subject to the following grievance procedure, except where otherwise specified herein.

#### **Step 1 – Oral Submission of Grievance to Supervisor**

The employee, with the employee's Shop Steward, if requested, shall contact the employee's supervisor and shall attempt to effect a settlement of the dispute. Such oral presentation shall be made within fifteen (15) workdays following the event-giving rise to the grievance. The supervisor shall, within seven (7) workdays thereafter, provide the employee an answer to the grievance. A Step 1 grievance involving a termination of employment may be brought directly to Human Resources within fifteen (15) workdays.

#### **Step 2 – Written Submission of the Grievance to the Human Resources Director**

If the decision of the supervisor does not settle the grievance, the Union may, within fifteen (15) workdays following the receipt of the Employer's answer in Step 1, reduce the grievance to writing and submit the written grievance to the Human Resources

Director for the purpose of arranging a meeting to discuss the grievance. The written grievance shall contain the following:

- a) Detailed facts upon which the grievance is based.
- b) Reference(s) to the Section(s) of the Agreement alleged to have been violated.
- c) The remedy sought.

The meeting shall be held within fifteen (15) work days following receipt of the written grievance and shall be attended by the Union, the employee, the supervisor, and the Human Resources Director. The Human Resources Director shall, within seven (7) workdays thereafter, provide the Union with an answer to the grievance.

### **Step 3 – Submission of Grievance to the Executive Director**

If no resolution of the grievance occurs at Step 2, the Union Representative may, within ten (10) workdays following the answer given in Step 2, submit the grievance in writing to the Executive Director, who shall meet with the employee and the Union Representative within fifteen (15) work days. The Executive Director shall, within seven (7) workdays thereafter, provide the Union with an answer to the grievance.

Failure of the Employer or the Union to respond to a grievance in a timely manner shall automatically move that grievance to the next step of the process. The parties may at any time mutually agree in writing to formal mediation. Grievance and response timelines may be extended upon written notification by the Union and Employer to the other party.

**Section 21.2** If no resolution of the grievance occurs at Step 3, the parties may by mutual agreement request a mediator. If no mediator is requested or no resolution is reached within seven (7) workdays thereafter, the parties shall proceed to Section 21.3.

**Section 21.3** In the event that the Union is not satisfied with the outcome at Step 3, within seven (7) work days thereof, the parties shall immediately select a disinterested third party to serve as an arbitrator. The procedures of the Federal Mediation and Conciliation Services (FMCS) shall govern the process, and the decision of the arbitrator shall be final and binding.

**Section 21.4** The arbitrator's fees, arbitration expenses, and other joint costs of the hearing shall be borne equally upon the parties. Each party is responsible for their own attorney fees, witness fees, or any other party costs associated with the arbitration.

## **ARTICLE 22**

### **NO STRIKE NO LOCK OUT**

Except as herein provided, the Union will not call or sanction, nor will the employees covered by this Agreement engage in any strike, work stoppage, slowdown, picketing or other forms of economic action directed at the Employer during the term of this Agreement. Employees who engage in any strike, work stoppage, slowdown, picketing or other forms of economic action

directed at the Employer during the term of this Agreement shall be subject to discipline, up to and including immediate discharge. The Employer will not engage in any lockout during the term of this Agreement. The Union and the Employer further agree not to engage in a public campaign that may damage the other party's image.

## ARTICLE 23

### HEALTH AND SAFETY

**Section 23.1** The Employer and the employees are mutually responsible for workplace health and safety. The Employer retains primary responsibility for safety and the employees agree to comply with all applicable health and safety laws and regulations.

**Section 23.2** A Safety Committee shall be established and shall operate consistent with WAC 296- 800. The Union shall select two (2) representatives to serve on the Safety Committee and shall notify Administration of the selection. The Employer shall notify the Union of the two (2) Employer representatives. The Union shall be responsible for replacing its two representatives as needed.

**Section 23.3** The Employer will communicate with employees in a timely manner on matters that the Employer is aware will directly impact an employee's safety. This includes the arrival of new hires at an employee's worksite, the departure of an employee from and employee's work site, construction work at an employee's work site, or other similar instances that could affect an employee's safety at work.

## ARTICLE 24

### TERMINATION AND RENEWAL

This Agreement shall be in full force and effect until March 29, 2025, and shall continue in effect from year to year thereafter unless either party gives notice, in writing, at least ninety (90) days prior to any expiration or modification date of its desire to terminate or modify such Agreement; provided that, in Article 22, 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 \_\_\_\_\_ day of \_\_\_\_\_ 2022.

**OFFICE AND PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION LOCAL 8, AFL-CIO**

By Ida Kovacic  
Ida Kovacic  
Union Representative

By Suzanne Mode  
Suzanne Mode  
Business Manager

By Brandy Listerman  
Brandy Listerman  
Bargaining Committee

**CONSEJO COUNSELING AND  
REFERRAL SERVICE**

By Mario E. Paredes  
Mario Paredes  
Executive Director

By Irina Rojkova  
Irina Rojkova  
Chief Financial Officer

By Consejo Board Member; President

**APPENDIX “A”**

<b>Degree/Classification</b>	<b>Pay Grade</b>	<b>Minimum Salary</b>	<b>Maximum Salary</b>
Support Staff (Custodian)	1	\$35,000 (\$16.83)	\$41,600 (\$20.00)
Maintenance, Client Coordinator	2	\$35,500 (\$17.07)	\$45,000 (\$21.63)
DV Advocates, Youth Counselor, Housing Coordinator, Peer Recovery Specialist	3	\$39,500 (\$18.99)	\$49,000 (\$23.56)
Behavioral Health (BH) Therapist 1, Case Manager, Substance Abuse Disorder Professional Trainee (SUDPT), Care Coordinator, Medical Records, Data Specialist	4	\$41,000 (\$19.71)	\$58,000 (\$27.88)
BH Therapist 2, SUDP	5	\$53,000 (\$25.48)	\$62,000 (\$29.81)
BH Therapist 3	6	\$55,000 (\$26.44)	\$65,000 (\$31.25)
BH Therapist 4	7	\$62,000 (\$29.81)	\$70,000 (\$33.65)
BH + SUDP (Dual)	8	\$65,000 (\$31.25)	\$75,000 (\$36.06)

\*The Behavioral Health field is changing to become an integrated care field. The names, along with job duties, of the SUD professional and MHT will change.

\*\*Employees moving up a pay grade will be guaranteed at least a two percent (2%).

Additional ability to get increases in recognition of Lead per Section 15.5, and State-required Specialties (Child) per Section 15.2.