



OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 8
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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

FRIENDS OF YOUTH

AND

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

FOR THE PERIOD OF

JANUARY 7, 2026 THROUGH DECEMBER 31, 2028

COLLECTIVE BARGAINING AGREEMENT
OPEIU LOCAL 8 – FOY

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COLLECTIVE BARGAINING AGREEMENT

FRIENDS OF YOUTH

THIS AGREEMENT is made and entered into at Seattle, Washington this 7th day of January 2026, by and between **FRIENDS OF YOUTH**, 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 establishing wages, hours, and other conditions of employment for bargaining unit Employees that are mutually agreeable to the EMPLOYER and the UNION.

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 full-time, part-time, and on-call/relief employees employed by the Employer excluding managers, confidential employees, guards, contracted employees, temporary employees, interns and supervisors as defined in the National Labor Relations Act (NLRA).

Section 1.2 NEW POSITIONS The Employer will notify the Union in writing when duties of bargaining unit positions are substantially changed and when duties of bargaining unit positions are transferred to non-bargaining unit positions. Such written notice will be provided to the Union within thirty (30) calendar days prior to the effective date of the change or transfer of the duties of currently represented positions. It is not the Employer's intent to establish new positions outside of the bargaining unit for the purpose of excluding such employees from the bargaining unit.

The Employer will notify the Union of any newly created exempt and/or non-exempt position which is non-supervisory, non-managerial, and non-confidential in nature as defined by the NLRA and which encompasses duties performed by existing bargaining unit positions. This notice shall be provided at least thirty (30) calendar days prior to the effective date of the new position and shall include the proposed job title, job duties, qualifications, and pay range and will indicate whether the Employer believes the new position is appropriate for inclusion in the OPEIU bargaining unit.

If the Union does not agree with the Employer's decision regarding whether or not to include the position in the bargaining unit, the Union shall submit a written notice of objection within fourteen (14) calendar days of being notified of the new position. If requested, the parties shall then meet to discuss whether or not the new position should be included in the bargaining unit. Should the parties be unable to agree as to whether or not a newly created position should be included in the bargaining unit, unless otherwise agreed, their sole recourse shall be to file an appropriate petition with the National Labor Relations Board.

ARTICLE 2

UNION SECURITY AND DUES/AGENCY FEES

Section 2.1 UNION MEMBERSHIP/AGENCY SHOP Any employee who as of the effective date of this Agreement is not a member of the Union and any employee hired after the effective date of this Agreement will within thirty-one (31) days become and remain a member of the Union. Any employee may waive rights to participate as a Union member by becoming a Religious Objector or Representation/Agency Fee Payer within thirty-one (31) days of the effective date of the contract or of joining the bargaining unit.

- a) **RELIGIOUS OBJECTORS:** An employee who asserts a right of non-association based on bona fide religious tenets of a religious body of which the employee is a member will pay to the Union an amount of money equal to regular dues and initiation fees uniformly required of Union members, which the Union will pay to a non-religious charity mutually agreed upon by the Employee and the Union.
- b) **REPRESENTATION/AGENCY FEE OPTION:** If an employee for reasons other than religious belief does not wish to be a member of the Union, that employee will proportionately and fairly share in the cost of the collective bargaining process by paying the Union a representation/agency fee. The representation/agency fee is to defray the cost of services rendered by the Union in negotiating and administering this agreement. The amount will be established by the Union in accordance with applicable law, and shall be uniform for each employee obligated to pay Agency Fees.

Section 2.1(a) COMPLIANCE The Union shall notify the Employer in writing that an employee has failed to satisfy the terms of this provision and shall provide the Employer with a copy of the final warning to the affected employee that they have not satisfied the obligations of this provision. In the event the employee fails or refuses to tender the amount on which they are delinquent within fourteen (14) calendar days of receipt by the Employer of the final warning, the Employer shall discharge said employee. The aforementioned time periods may be extended by mutual agreement of the Employer and the Union.

Section 2.2 UNION DUES/FEES DEDUCTIONS The Employer will make deductions each pay period from the pay of employees for regular Union dues, representation agency fees, and initiation fees, as identified by the Union; provided the Union provides to the Employer a written authorization from the employee for such deductions. The Employer shall submit dues, agency fees, and initiation fees money to the Union within ten (10) business days following the second pay roll each month.

If the Union's dues structure or agency fee changes, an authorized Union officer shall certify to the Employer in writing the change to the dues and/or fee amount at least thirty (30) days before the month for which any revised deductions or fees are to be made.

The Union shall indemnify and hold harmless the Employer against any and all claims, grievances, demands, awards, attachments, judgments, suits, and other forms of liability, including arbitrator fees, court costs, and attorneys' fees, brought or issued against the

Employer because of any action taken or not taken by the Employer in accordance with this Article.

Section 2.3 MONTHLY ROSTERS Monthly, The Employer shall provide a full roster of all union eligible employees to the Union which will include the last name, first name, middle initial, street address, city, state, zip code, date of birth, home phone number, cell phone number, work email, personal email, date of hire, date of term, date of rehire, job title, program job site, rate of pay, shift, and FTE status (full-time, part-time, casual). The Employer will also notify the Union of bargaining unit employees who are changing status, the reason for a change of status (layoff, resignation, termination, death, leave of absence without pay), and date of change.

Section 2.4 PRESENT CONDITIONS No present employee, who, prior to the date of this Agreement, was receiving more generous wages, leave accruals, or any other enhanced benefit than designated in this Agreement, for the work in which the employee was engaged, shall suffer a reduction in such arrangement due to the application of this Agreement.

Section 2.5 UNION ACCESS The Employer agrees that duly authorized Union Representatives shall have reasonable access to the Employer's premises and employee email, for the purpose of investigating grievances and monitoring compliance with this Agreement, discussing working conditions and/or grievances, and communicating Union business provided the Union Representative does not interfere with the normal operation of the Employer or the work of employees, and provided further that employees and the Union understand Employer provided email remains the property of the Employer and is subject to the Employer's electronic communications and equipment policy. The Union shall make a reasonable effort to notify the Employer in advance for access by providing notice via email to the Employer's Senior Human Resources Officer or their designee at least 24 hours in advance. Requests for meeting space shall not be unreasonably denied. Access to the Employer's premises shall be subject to the same general rules applicable to other non-employees, including sign-in requirements where applicable, and shall not interfere with or disrupt client services or other normal operation of the facility. To ensure this, the Union shall schedule visits with members in advance when possible to avoid work interruption. Union Representatives coming into contact with or possession of information about the Employer's clients shall keep all such information confidential.

Except as required to accommodate site inspections regarding facility working conditions, no access will be provided at 24 hour residential programs where those facilities otherwise have no public spaces and are reserved for client care. In the event of a necessary site inspection regarding facility working conditions at 24 hour residential programs, the Union agrees to notify Employer's senior Human Resources Officer or their designee via email at least 24 hours in advance of the need for the visit and to attempt to resolve the concern. If the concern cannot be resolved without a site visit, the visit shall be scheduled within a reasonable time and conducted with site leadership.

For programs that require ORR and/or DCYF clearance, only Union Representatives and Stewards with appropriate clearance will access the premises.

Section 2.6 UNION STEWARDS The Employer shall recognize the Union Steward as a duly accredited Union Representative. The total number of Union Stewards at any one time shall not exceed a ratio of one (1) Steward to ten (10) bargaining unit employees. The Union will inform the Employer in writing of the names of all Stewards. Stewards may communicate with the membership and management, investigate contract disputes, and attend *Weingarten* and grievance meetings. The Union Steward will be allowed time off to attend investigatory and grievance meetings with the Employer, subject to staffing and scheduling needs of the Employer. Union Stewards will be paid for time spent representing employees at *Weingarten* and grievance meetings called during the Union Steward's working time. The Employer shall not otherwise pay Union Stewards for time spent attending to other Union business.

Section 2.7 NEW EMPLOYEE ORIENTATION The Employer will provide the Union with at least forty eight (48) hours' notice of any new hire orientation, which shall include contact information for employees eligible for membership in the Union. A Union Steward and/or Union Representative will be allowed to meet with new bargaining unit employees for thirty (30) minutes. Both the Union Steward and the new employee(s) may attend the union orientation during paid work time, given the Union Steward's participation is subject to staffing and scheduling needs of the Employer. Any time spent conducting the orientation will not result in overtime. Union orientation will commence after the Employer completes their new hire orientation.

Section 2.8 NEW MEMBER PACKETS Upon hire, the Employer will provide all new employees access to an electronic copy of the Union Contract and links to the Union Membership Application.

Section 2.9 UNION BULLETIN BOARDS AND ELECTRONIC COMMUNICATION The Employer agrees to allow the Union to use designated bulletin board space at each worksite for official Union business and for the purpose of distributing notices relating to general Union activity. Employees may use Employer-provided email for the purpose of consulting with and requesting representation by Union staff and/or Union Stewards. Communication that occurs on equipment and systems owned by or paid for by the Employer is the property of the Employer and may be accessed by the Employer.

ARTICLE 3

MANAGEMENT RIGHTS

Except as limited by other provisions of this Agreement, it is recognized that the Employer has and will continue to retain all customary and ordinary rights and responsibilities to operate and manage Friends of Youth, including the right to:

- a) Require standards of performance and evaluate employees thereon;
- b) Direct employees in the performance of their work;
- c) Determine job assignments, shifts, and working schedules;
- d) Train and cross-train employees;
- e) Determine the materials and equipment to be used;
- f) Establish jobs, job duties, and requirements for a position;

- g) Implement improved or different operational methods and procedures;
- h) Determine staffing requirements (including staffing levels and whether and when to fill vacant positions);
- i) Determine the kind and location of facilities;
- j) Determine whether the whole or any part of its operation shall continue to operate;
- k) Select and hire employees;
- l) Determine when and which employees should be promoted or transferred;
- m) Determine when and how much overtime may be worked, if any;
- n) Employ temporary employees;
- o) Determine the skills, abilities, and competency of employees;
- p) Discipline or discharge employees for just cause;
- q) Lay off employees for lack of work or financial reasons;
- r) Contract out work covered by this Agreement, so long as such use of contracts does not cause a furlough or reduction in force; and
- s) Promulgate rules, regulations, personnel and safety policies.

The parties recognize that the above statement of management responsibilities is for illustrative purposes only and should not be construed as restrictive or interpreted so as to excluded those prerogatives not mentioned that are inherent to the management functions.

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).

ARTICLE 4

PERSONNEL POLICIES & JOB DESCRIPTIONS

Section 4.1 EMPLOYER POLICIES In case of any conflict with Employer policies, this Agreement shall control for employees covered by this Agreement. The Employer shall notify the Union in writing of any new policy or policy change that constitutes a change to wages, benefits, hours, and/or working conditions. The Union will have twenty-one (21) calendar days to respond. If the Union does not respond, the policy is implemented. If within twenty-one (21) calendar days from the notice date the Union requests to bargain over the policy, then negotiations will be scheduled by mutual agreement of the parties to the extent a bargaining obligation exists under the National Labor Relations Act.

Section 4.2 JOB DESCRIPTIONS

- a) The Employer will provide each employee with their job description when hired into a bargaining unit position and as subsequently requested.
- b) The Employer will provide the Union, upon request, current job descriptions for all bargaining unit positions.
- c) The Employer will notify the Union in writing of any proposed changes to job descriptions that will significantly impact the Employee's job responsibilities or

requirements, or wages, terms, and/or working conditions. The Union will have fourteen (14) calendar days to respond. If the Union does not respond, the job description is implemented.

ARTICLE 5

HIRING

Section 5.1(a) JOB POSTING Notice of all job vacancies within the bargaining unit shall be posted internally at least seven (7) calendar days prior to posting externally (the “internal posting period”), other than for Youth Specialist positions and Casual positions. Bargaining unit job postings shall include the job title, hours of work, wage range, work location, and qualifications.

Where possible based on the needs of the position and/or contract requirements, the substitution of work experience for college degrees may be accepted, and the inclusion of lived experience and transferable skills may be considered, to ensure that candidates protected by Article 15 (Non-Discrimination) are not excluded from qualifying for job openings.

Section 5.1(b) INTERVIEW PROCESS FOR INTERNAL HIRES

1. The Employer is committed to conducting a non-biased and non-discriminatory hiring and interview process to ensure the organization hires staff who reflect the communities served and therefore will follow practices to help staff to identify and mitigate bias in the interview process. All interviews are to use standard questions provided at least two (2) hours in advance of the interview. The same amount of notice will be provided to applicants selected for an interview in the position. Panel or team interviews will typically be used for hiring. The hiring manager should strive to assemble interview panels that are familiar with the job requirements, including a member of the bargaining unit when feasible and consistent with operational needs.
2. An applicant is “qualified” to fill a vacancy when the Employer determines the applicant possesses the skills, experience, education, ability, licensing, certification and/or credentialing needed to perform the duties of the position. Prior discipline, issued at the level of the first written warning or higher, within the twelve (12) months of the application may also be taken into consideration when evaluating an applicant’s qualifications for the position.
3. The Employer determines whether an applicant is qualified for a position based on the criteria enumerated in Section 5.1(b)(2). If the Employer determines two candidates are substantially equally qualified, then the qualified internal candidate will be given preference over the external candidate. As between two internal candidates whose qualifications are substantially equal in the opinion of the Employer, then Seniority (Article 7) will serve as the tie breaker.

Section 5.1(c) TRANSFERS/PROMOTIONS

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1. Employees who have been in their current position for at least six (6) months may be eligible for transfers and/or promotions. In the case a position has been vacant for three (3) or more months, the six (6) month requirement will be waived.
2. The Employer is committed to helping employees in their career development. Accordingly, the Employer will interview all internal applicants who apply for a transfer and/or promotion; provided the employee meets the minimum qualifications for the position, and the employer has not already decided to extend an offer to fill the vacancy.
3. 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, in writing, of the decision and the reason they were not selected.
4. In the event a bargaining unit employee is promoted or transferred to a different position and the employee does not pass a ninety (90) day trial period in their new position as determined by the Employer, the employee shall be returned to their former position prior to promotion or transfer, if vacant, at their level of former pay prior to promotion or transfer plus any contractual and step increases applicable to the former position under this Agreement. If there are no vacancies in the employee's former position, the Employer may offer to place the employee in another vacant position for which they are qualified. If there are no open positions for which the employee is qualified, the employee will be laid off in accordance with Article 8 (Seniority and Layoff).

Section 5.1(d) BRIDGE OF SERVICE Upon rehire after a break in service with the Employer which does not exceed one (1) year, an employee's seniority and benefit accrual rates shall be recognized as the same as at the time of their separation from employment and the rate of pay shall include any contractual increases that may have occurred, provided that the employee worked for at least one (1) year before the break in service.

Section 5.2 INCIDENTAL CHARGES It is agreed that the Employer will pay charges incidental to the hiring of employees which are incurred due to the requirement of the Employer including but not limited to: Driving Abstract, initial TB testing, and fingerprinting/background checks. The Employer agrees not to use employment agencies where fees are required to be paid by the employee.

Section 5.3 INTRODUCTORY PERIOD An introductory period is a working test period and should be utilized as an opportunity for the Employer to observe an employee's work and to train and aid the employee in adjustment to their position.

The employment of all new employees hired into a bargaining unit position shall be conditioned on the completion of an introductory period that starts on the effective date of hire. The introductory period shall be ninety (90) calendar days for all bargaining unit positions. The Employer will use best efforts to provide performance feedback prior to the conclusion of the introductory period.

Termination or discipline during the introductory period will not be subject to the grievance process

by the Union or the employee. Terminated introductory employees will be provided with a notice of termination citing the reason(s) for their termination, at the time of separation.

Section 5.4 NOTIFICATION OF FUNDING The Union recognizes that the Employer is a nonprofit corporation organized under the laws of the State of Washington to provide services as set forth in its articles of incorporation. The Union further recognizes that the majority of funds received by the Employer come from public funds that specify the manner in which funds may be expended. The Employer will provide employees with the guidelines necessary to be compliant with their funding contract requirements. If the Employer becomes aware of a change in funding that impacts the bargaining unit employee's job security, the Employer will communicate that information as soon as reasonably possible.

Section 5.5 RELOCATED PROGRAMS The Employer will provide employees with at least thirty (30) calendar days' notice of a permanent relocation of their program. If the program is relocated ten (10) or more miles away from the original location, an employee may elect to be laid off.

ARTICLE 6

PERFORMANCE REVIEWS

Section 6.1 Each Employee shall meet with the employee's supervisor and receive a performance review between approximately forty five (45) and sixty (60) days of their introductory period, at the end of employee's first year anniversary date of hire, and annually thereafter. The performance review will include feedback on job performance, discuss expectations and accomplishments, and set goals for career development. Employees shall have the opportunity to include comments and feedback within seven (7) calendar days of presentation of the review. Any employee who feels the review needs further discussion may review it with the department director. Performance reviews are not subject to grievance and arbitration (Article 20).

ARTICLE 7

DISCIPLINE AND TERMINATION

Section 7.1 PROGRESSIVE DISCIPLINE/JUST CAUSE No employee covered by this Agreement who has successfully completed their Introductory Period shall be disciplined or discharged except for just cause. The Employer shall use a uniform progressive discipline system which shall include: 1) documented (including via email) verbal warning; 2) written warning which may include performance improvement plans; 3) final written warning; and 4) suspension up to and including termination. The principles of just cause apply at all levels of discipline, however it is understood and agreed that for more severe forms of misconduct, more severe discipline may be appropriate regardless of whether the employee has received prior discipline. It also understood and agreed that the Employer may consider records of prior discipline when assessing the appropriate level of discipline. Upon termination, an employee shall receive written notice from the Employer stating the cause of termination.

Section 7.2 DISCIPLINARY NOTICES All progressive discipline shall be put in writing and a copy of all disciplinary actions shall be given to the employee at the time the formal corrective action is applied. The employee shall be required to sign disciplinary notices for the purpose of acknowledging receipt, but the employee's signature shall not be construed as an admission of guilt or agreement. Within seven (7) calendar days of receiving formal discipline, an employee shall be given the opportunity to read, sign, and attach a written response to any disciplinary notice placed in their personnel file. If an employee is not afforded the rights provided in this Section, such written disciplinary notice shall not be used against the employee in any future disciplinary action.

Section 7.3 MAINTENANCE OF DISCIPLINARY RECORDS Records of disciplinary actions will be considered a part of the employee's personnel file. A disciplinary notice will be deemed too old for purposes of progressive disciplinary action after twelve (12) months from the date that such notice is issued.

Section 7.4 PERSONNEL FILES Upon written request, employees may examine their personnel files during a mutually agreeable work time not to exceed seven (7) calendar days after Employer's receipt of the request.

Section 7.5 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 may result in disciplinary action. The Employer shall, upon request, advise an employee in advance if an investigatory meeting is one that could result in discipline due to the employee's alleged conduct. If the employee desires Union representation at such a meeting, the employee shall notify the Employer and be provided reasonable time to arrange for Union representation, but the investigatory meeting will not be unreasonably delayed due to the unavailability of Union representation. In no event shall the meeting be called on employee's scheduled day off, except by mutual agreement.

Section 7.6 INVESTIGATORY SUSPENSIONS If an employee is to be immediately suspended pending an investigation (whether paid or unpaid), then the suspension shall not be unreasonably delayed due to the unavailability of Union representation. No employee shall be held in an unpaid investigatory suspension for more than seven (7) calendar days. If an employee placed on an unpaid investigatory suspension is cleared of gross misconduct (e.g. theft, physical violence, sexual harassment, intentional fraud), then the employee will be paid for any lost wages during the period of the unpaid suspension.

Section 7.7 ROLE OF UNION REPRESENTATION During investigative interviews and grievance meetings, Union Representatives and/or Union Stewards (hereinafter "Employee Representatives") may take handwritten or electronic (typed) notes, ask clarifying questions, advise the employee, caucus with the employee, and carry out other tasks as deemed necessary by the Employee Representative, provided the Employee Representative does not interfere with the Employer's ability to conduct the investigation by, for example, advising the employee not to answer questions, answering questions on the employee's behalf, or interrupting the interview to the degree it interferes with the Employer's ability to complete its investigation. The Employer shall not unreasonably interfere with the Employee Representative's role as the employee's representative. The Employer will provide the

employee every reasonable opportunity during the interview or meeting to provide information and identify witnesses relevant to the matter at hand.

The principles articulated in this Article are provided as examples; neither the Union nor the Employer may assert the list of examples is an exclusive summary of the parties' respective rights and obligations under applicable law.

Section 7.8 NOTICE OF RESIGNATION Non-clinical employees are expected to provide at least two (2) weeks' notice of resignation. Clinical employees are expected to provide at least four (4) weeks' notice of resignation. The Employer reserves the right to end employment sooner and will provide pay in lieu of continued employment for up to two (2) weeks for non-clinical employees or up to four (4) weeks for clinical employees.

ARTICLE 8

SENIORITY AND LAYOFF

Section 8.1(a) APPLICATION Seniority shall be calculated from most recent date of hire with the Employer, except in the case of on-call employees, for whom seniority is described below. Where skill, ability, and experience are substantially equal, seniority shall be observed in internal hiring, transfers, and promotions. Seniority shall be the determining factor in layoffs, leave preference, shift changes, training opportunities, and otherwise where sections of this Agreement provide that seniority is to be considered. Seniority shall continue for a period of twelve (12) months during layoff.

For on-call employees, seniority shall be calculated from the employee's continuous length of service from their most recent date of hire with the Employer, measured by compensable hours. For purposes of comparing seniority with a regular employee, 2080 hours is equivalent to a year. If an employee is hired as a regular employee, their seniority date will be calculated from their original date of hire with the Employer. On-call employees shall have seniority rights over external hires in application for regular positions in accordance with Section 5.1(b) Internal Hiring.

Section 8.1(b) SENIORITY TIE-BREAKER If two (2) or more employees have the same hire date, ties will be broken in the following order:

1. The employees date of birth (month and day only), with earlier birthdays ranking ahead of later birthdays.
2. The employees last four (4) digits of the employees' Social Security number, with the larger number ranking ahead of smaller numbers.

Section 8.2(a) LOSS OF SENIORITY An employee shall lose their seniority rights for any one of the following reasons: voluntary resignation, discharge for cause, failure to report form layoff within fourteen (14) calendar days after notification of recall, or the employee has not worked in a bargaining unit position for twelve (12) months.

Section 8.2(b) BREAK IN SERVICE As an exception to Section 8.2(a), upon rehire after a break in service with the employer which does not exceed one year, an employee's seniority shall be recognized as the same as at the time of their separation from employment.

Section 8.3 LAYOFF A layoff shall be defined as any loss of active employment due to a reduction in force, elimination of a position, or an involuntary reduction in hours greater than .25 FTE. If a layoff becomes necessary, the Employer shall determine the job classifications, titles, programs, and locations to be reduced. The Employer will first seek volunteers from the affected job classification(s), titles, and home program, provided that the employee is in a position requiring the same skills and abilities, as a position subject to layoff. Volunteers will be approved based on seniority. If there is an insufficient number of volunteers, the employee with the least seniority within the affected job classification, title, and home program shall be the first to be laid off.

Section 8.4 NOTICE OF LAYOFF The Employer shall give at least thirty (30) calendar days advanced notice of layoff to the Union and affected employee(s). The Employer may pay the affected employee thirty (30) days' pay in lieu of advanced notice of layoff, or portions thereof. The Employer will provide the Union with an up-to-date seniority list and identify the cause, extent, and nature of the layoffs.

Notice of recall shall be sent by email and registered mail, return receipt requested, to the employee's last known address. An electronic copy of the notice of recall shall also be sent to the Union.

Section 8.5 ALTERNATIVES TO LAYOFF

Lateral Positions: If a laid off employee applies for a lateral position (i.e., Case Manger to Case Manager) before their last day of work in the eliminated position, the laid off employee will not have to formally apply or interview. Instead, the laid off employee will let Human Resources know in writing (email to the HR inbox is acceptable) to which position(s) the laid off employee wishes to apply. The Employer reserves the right to discuss the position with the laid off employee to ensure the laid off employee is interested in the position and has a clear understanding of the position's duties, requirements, work locations, schedules, and shifts. The laid off employee will not have to compete with external applicants for the position, PROVIDED a job offer has not already been extended to an external applicant by the date of the laid off employee's application and the Employer determines the laid off employee is qualified for the position based on customary criteria (e.g., skills, experience, education, ability, prior performance, licensing, and certification/credentialing). Upon receiving interest from the laid off employee, HR will notify them of whether or not an external offer had already been made.

Tie Breakers: If at the time the laid off employee applies for a lateral position more than one internal applicant is deemed to be substantially equally qualified as determined by the Employer, and a job offer has not yet been extended to another internal applicant, the Employer will offer the position first to the employee impacted by the layoff with the highest seniority.

New Positions: If laid off employee applies for a new position (i.e., Case Manager to

Specialist), laid off employee will be required to follow the formal application process for that position. The laid off employee will not have to compete with external applicants for the new position, PROVIDED a job offer has not already been extended to an external applicant by the date of the laid off employee's application and the Employer determines the laid off employee is qualified for the position based on customary criteria (e.g., skills, experience, education, ability, prior performance, licensing, and certification/credentialing).

If at the time the laid off employee applies for the new position more than one internal applicant has applied for the same position and a job offer has not yet been extended to an internal applicant, the Employer will offer the position first to the employee with the highest seniority as determined by date of hire; PROVIDED the Employer determines that both employees are equally qualified based on a review of the customary criteria discussed above.

The alternatives to lay off discussed in this section apply until the employee's last day of work. After the employee's last day of work, the employee will be placed on the recall list (Section 8.6).

Section 8.6 RECALL FROM LAYOFF Laid off employees will be placed on a recall roster for a period of twelve (12) months following their layoff. The Employer, upon rehiring from the recall list, shall do so in order of seniority (as determined by most recent date of hire). If the position from which a laid off employee was laid off reopens, the Employer will send a notice of re-employment via email and certified mail. The laid off employee will have seven (7) calendar days to accept or reject the recall offer. Failure to respond within seven (7) calendar days or rejection of the recall offer will result in removal from the recall list. Laid off employees will be recalled before internal transfers or promotions or outside applicants are considered.

Section 8.7 SEVERENACE BENEFITS In addition to any benefits required by the WARN Act or other applicable Federal or State law, employees laid off shall be entitled to the following:

- a) **LETTER OF REFERENCE:** The Employer will provide a letter of reference for each employee who has been laid off within seven (7) calendar days from the date in which the employee was first notified. The letter shall include date of employment with Friends of Youth, employee's job title, and the reason the employee was laid off (e.g. lack of work or lack of funds).
- b) **HEALTH BENEFITS:** Laid off employees who are covered by an Employer-sponsored health care plan will receive three (3) months of COBRA medical premiums, covered by the Employer.
- c) **SEVERANCE PAY:** Laid off employees who (1) worked a 1.0 FTE, (2) as a result of a lay off separate employment, and (3) do not qualify for COBRA premiums in bullet (b) above, will be entitled to five hundred dollars (\$500) per full year of employment up to a maximum of fifteen hundred dollars (\$1,500).
- d) **SICK AND VACATION LEAVE PAYOUT:** Laid off employees will receive payout of all remaining accrued vacation leave and will receive payout of twenty five percent (25%) of their remaining accrued sick leave up to a maximum of seventy-two (72) hours.

- e) **UNEMPLOYMENT BENEFITS:** The Employer agrees not to challenge, dispute, or refuse laid off employees' claims for unemployment benefits.
- f) **ELIGIBILITY FOR REHIRE:** Laid off employees will be eligible for rehire.

ARTICLE 9

HOLIDAY

Section 9.1 HOLIDAYS The Employer observes eleven (11) paid Holidays:

- New Year's Day (January 1st)
- Martin Luther King Jr. Day (3rd Monday in January)
- Presidents' Day (3rd Monday in February)
- Memorial Day (Last Monday in May)
- Juneteenth (June 19th)
- Independence Day (July 4th)
- Labor Day (1st Monday in September)
- Veterans Day (November 11th)
- Thanksgiving Day (4th Thursday in November)
- Native American Heritage Day (Day after Thanksgiving)
- Christmas Day (December 25th)

Section 9.2 PAY

- a) Regular full-time employees who do not work an observed Holiday will receive eight (8) hours of compensation at the employees' base rate of pay plus applicable Pay Differential for eligible employees under Section 16.3(b). Regular part-time employees who do not work an observed Holiday are granted a prorated amount, including applicable Pay Differential for eligible employees under Section 16.3(b).
- b) Regular full-time employees who work an observed Holiday will receive eight (8) hours of Holiday pay paid at the base rate plus pay for the number of hours worked paid at their base rate plus applicable differentials. Regular part-time employees who work an observed Holiday will receive their prorated Holiday pay paid at the base rate plus pay for the number of hours worked paid at their base rate plus applicable differentials. This provision shall not apply to an employee who requests to take a faith-based Holiday in lieu of an observed Holiday.
- c) Casual and Temporary employees who do not work a paid Holiday will not receive Holiday pay. Casual and temporary employees who do work an observed Holiday are paid one and one-half (1.5) times their regular hourly rate of pay for hours worked.
- d) Employees who are on a layoff status or are on an unpaid leave of absence when the holiday occurs are not eligible to receive Holiday pay under this Article.

- e) No employee is eligible for more than eight (8) hours of Holiday pay per Holiday. For an employee working a non-standard work schedule, if a Holiday falls on an employee's regularly scheduled ten (10) hour workday, the employee will be credited with eight (8) hours of Holiday pay for that day. The employee may elect to apply accrued vacation time to the eight (8) hours of Holiday pay to make up the difference.

Section 9.3 ESSENTIAL EMPLOYEES Due to the need for continuous employee coverage, essential employees working in 24/7 operations will be expected to work on a Holiday that falls within their assigned workweek, unless their paid time off request was approved by their manager, or they are on paid sick leave.

Section 9.4 OBSERVATION OF HOLIDAYS For departments operating seven days per week, Holidays will be observed on their calendar day. For operations that operate Monday-Friday, Holidays that fall on a Saturday will be observed on the preceding Friday, and Holidays that fall on a Sunday will be observed on the following Monday.

Section 9.5 FAITH-BASED HOLIDAYS Regular employees may request to observe a paid faith-based Holiday of their choosing in place of one of the above listed Holidays (Section 9.1) by submitting a written request to their manager at least ten (10) days prior to the day on which the employee would like to be excused from work. While considering staffing and operational needs, the manager may exercise their discretion in approving or disapproving the request. Compensation will be determined in accordance with Section 9.2(a).

Section 9.6 FLOATING HOLIDAYS

- a) Regular full-time employees receive four (4) personal floating Holidays per year, in addition to their regular paid Holidays. The four (4) floating Holidays are available at the beginning of each fiscal year (July 1 – June 30).
- b) Regular part-time employees who work a 0.5 FTE or more receive two (2) floating Holidays, in addition to their regular paid Holidays. The two (2) floating Holidays are available at the beginning of each fiscal year (July 1 – June 30).
- c) A new regular employee who qualifies for Floating Holidays under this Section and who are hired before the end of the first half of the fiscal year (hired between July 1 – December 31) will receive the full complement of floating Holidays upon hire. A new regular employee hired during the second half of the fiscal year (hired between January 1 – June 30) will receive one-half (1/2) of the complement of floating Holidays upon hire.
- d) Employees can use their personal floating Holidays for any reason, provided the floating Holiday is taken in full-day increments and is approved in advance by their supervisor.
- e) Floating Holidays must be used prior to the end of the fiscal year and cannot be carried over or cashed out if not taken.

ARTICLE 10

VACATION

Section 10.1 ACCRUALS Regular full-time employees accrue vacation time proportionally throughout the year based on their Full Time Equivalent (FTE) and total length of service with the Employer. Regular part-time employees, who are regularly scheduled to work 20 hours or more each week, accrue vacation on a pro-rata basis. Casual and Temporary employees do not receive or accrue vacation hours.

Vacation Accrual Table:

Years of Service	1.0 FTE	0.9 FTE	0.8 FTE	0.7 FTE	0.6 FTE	0.5 FTE
	Days/Year	Days/Year	Days/Year	Days/Year	Days/Year	Days/Year
0 – 1 years	15	13.5	12	10.5	9	7.5
1 – 2 years	16	14.4	12.8	11.2	9.6	8
2 – 3 years	17	15.3	13.6	11.9	10.2	8.5
3 – 4 years	18	16.2	14.4	12.6	10.8	9
4 – 5 years	19	17.1	15.21	13.3	11.4	9.5
5 years +	20	18	16	14	12	10

Note: Days per Year is based on an eight (8) hour work day

Section 10.2 VACATION ACCRUAL Employees earn vacation leave benefits when on paid leave (e.g., Paid Time, Sick, Vacation). Employees do not earn vacation leave benefits when on unpaid leave or when receiving supplemental income pursuant to a government-sponsored insurance program (e.g., workers’ compensation, Paid Family Medical Leave, etc.).

Section 10.3 MAXIMUM VACATION ACCRUAL Vacation for regular full-time employees will be capped at 160 hours throughout the fiscal year and cannot exceed 160 hours of total accumulation at any time.

Caps for regular part-time employees will be prorated based on the full-time employees. For example, a 0.6 FTE would cap at 96 hours (.6 x 160), and a 0.5 FTE would cap at 80 hours (.5 x 160), etc.

Section 10.4 VACATION USE AND SCHEDULING Whenever possible, vacation hours as requested by the employee are approved by supervisors; subject to the needs of the agency, ensuring adequate coverage while balancing other employee requests. Vacation requests will not be unreasonably denied by the Employer.

An employee may use earned vacation hours for any reason.

Section 10.5 VACATION REQUESTS Vacation requests will be approved in the order they are received. Supervisors must give preference to the employee who first requested time off, while ensuring adequate coverage. Management will respond to requests as soon as possible, but no later than ten (10) calendar days after receiving the request. If the Employer fails to provide approval or rejection of the request within the ten (10) calendar days calendar days then it will be automatically approved. Requests cannot be submitted more than three (3) months in advance. Vacation must be accrued before it is scheduled.

Section 10.6 SICK LEAVE DURING VACATION An employee may convert previously approved vacation leave to sick leave, provided the employee has unused accrued sick leave available, if they become ill or injured while on vacation. For conversions of more than three days, the Employer may request a note from a medical provider in order to approve.

Section 10.7 VACATION PAY Vacation pay shall be paid at the employee's applicable base rate when leave is taken. Pay Differential for eligible employees under Section 16.3(b) shall also be included.

Section 10.8 VACATION PAYOUT Upon termination or voluntary resignation with proper notice under Article 7.8, employees will receive payment for all accrued and unused vacation.

ARTICLE 11

SICK AND OTHER LEAVES

Section 11.1 PAID SICK LEAVE ACCRUAL Regular full-time and part-time employees will accumulate Paid Sick Leave at a rate of two (2) hours per forty (40) hours worked. Casual employees will accrue one (1) hour of Paid Sick Leave per forty (40) hours worked. Accrued Paid Sick Leave hours may be used as it accrues. If an employee does not use their accrued Paid Sick Leave during the calendar year in which it accrues, an employee is entitled to carry over unused leave.

Paid Sick Leave may be used for purposes authorized by RCW 49.46.210:

- a. To cover absences resulting from the employee's mental or physical illness, injury or health condition (including complications during pregnancy) and mental health days;
- b. To accommodate the need for health diagnosis, care or treatment of a mental or physical illness, injury or health condition;
- c. Or an employee's need for preventative healthcare;
- d. To allow the employee to provide care of a family member with a mental or physical illness, injury or health condition; care of a family member who needs health diagnosis,

care, treatment of a mental or physical illness, injury or health condition; or care of a family member who needs preventative healthcare;

- e. When their place of business or child's school has been closed by order of a public official for health reasons;
- f. For reasons outlined in applicable law related to domestic violence, sexual assault or stalking;
- g. To allow the employee to prepare for, or participate in, any judicial or administrative immigration proceeding involving the employee or employee's family member.

If the need for Paid Sick leave is foreseeable, the employee shall make a request at least thirty (30) calendar days, or as early as possible, before the date of use. If the need for Paid Sick leave is not foreseeable, the employee must provide notice to their supervisor as soon as possible.

Paid Sick Leave absences lasting more than three consecutive working days' duration may require verification from a health care provider.

Upon resignation with proper notice under Section 7.8, twenty-five percent (25%) of accrued but unused Paid Sick Leave, up to a total of seventy-two (72) hours will be paid out. If proper notice cannot be provided, an employee may request an exception from the Chief Executive Officer or their designee.

Section 11.2 BEREAVEMENT LEAVE Any regular employee suffering a death in their immediate family, including loss of a pregnancy, shall be allowed to take up to five (5) working days leave from work with pay, at their base rate plus applicable Pay Differential for eligible employees under Section 16.3(b). Immediate family is defined to include an employee's spouse, domestic partner, child, parent or parent surrogate, sibling, grandparent, grandchild, any relative living in the employee's household, other person with whom the employee has had a similar close personal relationship, and in-law equivalents of all previously identified family members. In the event an employee needs additional time away, accrued sick or vacation leave may be used. For loss of pregnancy, a qualifying pregnancy is defined as the pregnancy of the employee, employee parent-to-be, employee's spouse, or partner, including through surrogacy or adoption, where the employee would have been the parent.

Bereavement leave may also be used for death of a pet, up to three (3) working days twice per year.

Section 11.3 LEAVE DONATION PROGRAM

- a) **DONATED LEAVE.** The purpose of donated leave is to permit employees to come to the aid of other employees, at no significant increased cost to the Employer, who are:
(a) suffering from a serious medical emergency; or (b) directly responsible for the care of an immediate family member who is suffering from a serious medical emergency. To address this need, the Employer sponsors a paid leave donation program under which

employees may voluntarily donate some of their accrued but unused vacation leave (hereinafter “Donated Leave”) to a Donated Leave Bank, as outlined in this provision. This program is designed to result in favorable federal income tax, income tax withholding, and employment tax withholding treatment for donor-employees under Internal Revenue Service (IRS) guidance.

- b) **DEFINITIONS** A “serious medical emergency” means an illness, injury, or condition that is extraordinary or catastrophic in nature and that requires the employee to be absent from work for a prolonged period of time resulting in a substantial loss of income because the employee will have exhausted all paid leave available. An “immediate family member” is an employee’s parent, child or any one living in the same home where the relationship creates an expectation that the employee can care for the person.

- c) **EMPLOYEES ELIGIBLE TO DONATE VACATION LEAVE** Employees are eligible to donate accrued but unused vacation leave into a Donated Leave Bank if they meet all of the following criteria:
 - i. Because donating employees may experience their own personal need for time off, donating employees must have accumulated over eighty (80) hours of vacation leave, and only the amount of vacation leave over eighty (80) hours is available for donation.

 - ii. Employees cannot borrow against future accruals to donate.

- d) **EMPLOYEES ELIGIBLE TO RECEIVE DONATED LEAVE** To be eligible to request Donated Leave, employees must meet all of the following criteria:
 - i. Be employed for a period of at least six (6) months.

 - ii. Have depleted all accrued paid time off (e.g., vacation, sick leave, etc.), and be in a situation that would cause the employee to go on leave without pay.

 - iii. Be ineligible for benefits under Chapter 51.32 RCW (Industrial Insurance Compensation) and have exhausted any available supplemental income under Washington Paid Family & Medical Leave (PFML) or similar program.

 - iv. Be on an approved leave of absence due to (a) their own serious medical emergency; or (b) being directly responsible for the care of an immediate family member who is suffering from a serious medical emergency.

 - v. Has not received a donation within the past twelve (12) months from the most recent request.

- e) **DONATION PROCESS** Leave must be donated in full hour increments. The Employer will solicit donations twice per year, once in October and once in April.

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- i. Donations are irrevocable; once the time is donated it cannot be returned to the donor. Donors cannot specify or otherwise designate recipients of Donated Leave. Donors must disclaim all interest in the Donated Leave.
 - ii. Requests for Donated Leave will be granted on a first-come, first-served basis. Donated Leave may only be used to compensate the recipient for approved time off. Donated Leave may not be used for unapproved absences. Donated Leave will be credited to the recipient as paid sick leave.
 - iii. Recipients cannot request more donated time than they would be normally scheduled to work during their work week, and Donated Leave cannot be cashed out in lieu of time off.
 - iv. Donations will be processed at the recipient's rate of pay and reported and withheld as regular wages to the recipient. Because the employer cannot guarantee the tax treatment of this program, each donor and recipient remains responsible for assessing the impact a donation will have on their taxes and benefits.
 - v. Approved Donated Leave is not paid out on termination of employment. Remaining pre-approved Donated Leave will revert to the Donated Leave Bank.
- f) **VOLUNTARY PARTICIPATION** Participation is entirely voluntary. The Employer will endeavor to keep the names of donor-employees and recipient-employees anonymous, except from employees involved in the administration of this program.
- g) **CARRY OVER** All unused Donated Leave in the Donated Leave Bank will carry over to the next calendar year.
- h) **FUNDING** Donated Leave is paid by the Employer from its general assets. This benefit is unfunded and unsecured. The Donated Leave Program shall not be construed to create a trust fund, escrow account or any other form of segregated assets for the benefit of any employee.
- i) **NO GUARANTEES** There are no guarantees that Donated Leave will be available at the time an employee requests leave. If a request is denied, employees may ask for a written explanation and a meeting with Human Resources.

Section 11.4 JURY DUTY PAY Leave for jury duty will be granted according to Washington State Law. Employees duly called to jury duty will be paid at their base rate, plus applicable Pay Differential for eligible employees under Section 16.3(b), up to a maximum of ten (10) working days within any twelve (12) month period. For longer periods of jury duty, employees may use accrued vacation leave or take leave without pay for the time they are away from their job. The Employer will not reimburse employees for any travel, parking or meals that are incurred as part of jury service, but the employee may keep any jury duty stipend or mileage reimbursement that they receive from the court. If summoned, employees must provide their supervisor with a copy of the jury duty summons. Upon completion of jury duty, the employee

must provide proof of jury duty service to their supervisor. Employees are expected to work their regular work schedule on days when the court is not in session and will communicate with their supervisor to see if it is feasible to work the remaining part of their scheduled daily shift if excused from court for four (4) hours or longer.

Section 11.5 WITNESS DUTY Employees subpoenaed to testify as a witness due to their work for the Employer will be compensated for the duration of the employee's absence from work at their base rate of pay, plus applicable Pay Differential for eligible employees under Section 16.3(b). If testimony is being provided remotely, employees must return to work after being released. If testimony is being provided in person, the employee must return to work if there are two (2) or more hours left in the work day.

Section 11.6 ON-THE-JOB-INJURY When an employee is injured on the job, the employee will be paid for the balance of the work day, which will not be charged sick leave. Upon the employee's written request, sick leave may be used to supplement industrial insurance benefits in an amount equal to the difference between the compensation to which the employee is entitled under the Industrial Insurance Act and regular rate of pay. Employees who are temporarily disabled and are being compensated through industrial insurance are entitled to continue to receive the normal health benefits, provided the employee continues to pay their costs share.

Section 11.7 MILITARY LEAVE Leave requests for military duty shall be granted as required by federal and state law. Additional information may be found in the Employee Handbook.

Section 11.8 FEDERAL FAMILY MEDICAL LEAVE ACT The federal Family Medical Leave Act requires employers to grant unpaid leaves of absence to qualified workers for certain medical and family-related reasons. Employees should note there are many requirements, qualifications, and exceptions under the FMLA. Each employee's situation is different, and employees should refer to the Employee Handbook and contact Human Resources for additional information, and to obtain certification for approved leaves.

The basic leave entitlement is for twelve (12) weeks of unpaid, job-protected leave for eligible employees in a rolling twelve (12) month period measured backward from the date an employee uses any FMLA leave, though this may vary. For instance, up to twenty-six (26) weeks may be taken to care for covered service members. Leave can be taken intermittently or consecutively.

Eligible employees are those who have been employed by the Employer for at least (1) year and who worked more than 1250 hours in the twelve (12) month period immediately preceding the commencement of leave. Employees can take leave for the following reasons (see 29 C.F.R. § 825.112):

- For birth of a child and to care for the newborn child;
- For placement with the employee of a son or daughter for adoption or foster care;

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- To care for the employee's spouse, son, daughter, or parent with a serious health condition;
- Because of a serious health condition that makes the employee unable to perform the functions of the employee's job;
- Because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a military member on covered active duty (or has been notified of an impending call or order to covered active duty status); and
- To care for a covered servicemember with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the covered servicemember.

Employees who are eligible for and approved to take FMLA leave may elect to take such leave on an unpaid basis. At the employee's option, accrued paid leave (including vacation or sick leave, if available) may be substituted for all or part of the unpaid FMLA leave.

Health insurance benefits will be maintained at the same level and under the same terms as at the start of the leave. The Employer will continue to pay the employer contributions of the employee's healthcare premium and the employee will be provided a payment plan for their portion of the monthly premium.

Section 11.9 PAID FAMILY AND MEDICAL LEAVE Washington's Paid Family and Medical Leave (PFML) is a statewide insurance program that is administered by the Employment Security Department. It provides qualifying Washington employees with job-projected leave and wage replacement benefits for qualifying time off from work. Employees should note there are many requirements, qualifications, and exceptions under the PFML. Each employee's situation is different, and employees should refer to the Employee Handbook and contact Human Resources to learn more.

The basic leave entitlement varies between twelve (12) and eighteen (18) weeks depending on the reason for the leave. Leave is provided for the following purposes:

- Leave needed due to the employee's own serious health condition (recovery or treatment for your own serious health condition or injury);
- Time needed to care for a qualified family member with a serious health condition;
- Bonding leave after the birth or placement of a child; or
- Certain qualifying military related events.

Employee eligibility for and the duration of PFML job-restoration rights is determined by statute. See RCW 50A.35.010. The benefit ranges between twelve (12) and eighteen (18) weeks, depending on the circumstances.

Beginning January 1, 2026, FMLA leave will count towards an employee's PFML job

restoration period, even if the employee has not applied for or is not receiving PFML benefit. See Engrossed Second Substitute House Bill 1213, Chapter 304, Laws of 2025. Absent written approval from the Employer, employees forfeit job restoration rights if they do not return to work on first scheduled work day following the period of leave.

The amount of available wage replacement benefits is determined by statute. See RCW 50A.15.020. Benefits are funded in part by premiums deducted from employees' wages, and premium contributions are reflected in employees' pay statements.

There may be a seven-day waiting period for supplemental income benefits. Employees may opt to use available accrued vacation or paid sick leave during this waiting period. Employees may also opt to use accrued vacation or paid sick leave to supplement state provided wage replacement benefits to make employees whole during the period of protected leave.

Health insurance benefits will be maintained at the same level and under the same terms as at the start of the leave. The Employer will continue to pay the employer contributions of the employee's healthcare premium and the employee will be provided a payment plan for their portion of the monthly premium.

Section 11.10 LEAVES PROVIDED BY APPLICABLE STATUTE The Employer supports healthy families and shall comply with applicable terms and conditions of all federal, state, and local leave laws, as they may be amended from time to time, including:

- a) WA State Paid Sick Leave (RCW 49.46.210).
- b) WA State Family Care (RCW 49.12.265-49.12.295).
- c) Leave for Victims of Domestic Violence, Sexual Assault & Stalking (Chapter 49.76 RCW).
- d) Seattle Paid Sick and Safe Time Ordinance (SMC 14.16).
- e) Military Leave (Chapter 73.16 RCW, 29 USC 4301 et seq).
- f) Military Family Leave Act (Chapter 49.77 RCW).

Section 11.11 LEAVE WITHOUT PAY An employee may be allowed to take unpaid leave after exhausting all eligible paid leave benefits. An employee's request for unpaid leave must be authorized by the Employer, at the Employer's sole discretion. Such leaves shall not exceed three (3) months. Such leaves may be considered a COBRA triggering event, in which case employees may be responsible for the full costs of health insurance premiums during such leaves. Seniority and paid leave benefits shall not accrue during the period of such leaves. Employees will be allowed to return to the same or comparable position with the same rate of pay, including contractual and step increases, provided the employee returns to work on first scheduled work day following the period of approved leave. A failure to return to work will be considered job abandonment and will be treated as a resignation without appropriate notice (Section 7.8). Should the Employer determine that it will not be able to hold a position for the duration of approved leave, the Employer will provide the employee five (5) business days to return to work or elect to be laid off pursuant to Article 8. Denials shall not be subject to grievance and arbitration.

Section 11.12 SABBATICAL LEAVE Full-time employees who have completed five (5) continuous years of service, will be eligible to take an unpaid sabbatical leave for up to three (3) months. Employees who wish to request sabbatical leave are required to submit a letter to their immediate supervisor describing the reason for the sabbatical, including the anticipated dates of sabbatical. If possible, requests should be submitted at least sixty (60) days in advance. The Employer will notify the employee in advance whether the leave will constitute a COBRA triggering event such that the employee will be responsible for the full costs of health insurance premiums during such leaves. If the leave does not constitute a COBRA triggering event, then the employer will continue to provide the employee with the same healthcare benefits, provided the employee makes timely payments of their share of any premiums owed for such coverage. Failure to return within three (3) days of the expected return date will be considered job abandonment and will be treated as a resignation without appropriate notice (Section 7.8).

Section 11.13 WORKPLACE TRAUMATIC EVENT LEAVE Employees may be released from the remainder of their shift and up to an additional two (2) shifts taken consecutively, provided the employee is scheduled to work consecutive days immediately following the traumatic event, with pay with management approval in the event of physical assault by a client; death of a client or coworker; or witnessing other acts of violence impacting clients or employees, such as accidental substance use poisoning, suicidal acts and self-harm, sexual assault, shooting, stabbing, or suicide.

Section 11.14 IMMIGRATION RELATED LEAVE In cases where an employee is unable to present evidence of continuing employment eligibility in the mandatory Form I-9 reverification process or where an employee is unable to work for a U.S. immigration-related reason (e.g., an arrest, detention, incarceration, or temporary absence from the U.S.), Employer agrees to allow the employee to take an unpaid leave of absence for a period of up to ninety (90) calendar days to resolve their immigration matters. During the leave of absence, the employee may use accrued sick or vacation leave benefits where allowable by law. The employee may return to work prior to the end of the 90-day leave period provided Employer has inspected valid and acceptable documents evidencing their eligibility to work for Employer in the United States.

ARTICLE 12

DEFINITIONS

Section 12.1 REGULAR FULL-TIME EMPLOYEE A regular full-time employee is one who normally works a regular continuing schedule of forty (40) hours per week. Regular full-time employees are entitled to all benefits of the Agreement from the date of hire.

Section 12.2 REGULAR PART-TIME EMPLOYEE A regular part-time employee is one who normally works a regular continuing schedule that is less than forty (40) hours per week. Part-time employees working at least (20) hours shall receive all benefits of this Agreement from the date of hire, prorated to the proportion of hours worked versus full-time hours.

Section 12.3 CASUAL EMPLOYEES A casual employee is one that is hired to work on an intermittent or as needed basis throughout the year to cover workload fluctuations, employee absences, or to temporarily cover vacant positions or emergency staffing needs. Casual employees will not be used to replace a regular position. Casual employees are not eligible for benefits, except for paid sick leave, on the presumption that such employees will generally work less than 20 hours per week and no more than 1,000 hours per year of employment. Casual employees who work more than 1,000 hours during the benefit plan year (July – June) may be eligible to participate in the 403(b) retirement plan.

Section 12.4 TEMPORARY EMPLOYEE A temporary employee is one whose employment is either as an interim replacement, to temporarily supplement the work force, or to assist in the completion of a specific project, and is of a limited duration known to the Employer and shared with the employee at the time of hire. The term of employment of temporary employees hired into bargaining unit positions will not exceed 180 calendar days. The Employer will notify the Union in writing of any temporary employees hired into bargaining unit positions. Extensions of temporary employees hired into bargaining unit positions for more than 180 calendar days can only be made by mutual agreement with the Union. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary employees are not part of the bargaining unit. A temporary employee may be supplied by a third party.

Section 12.5 NO DISPLACEMENT OF REGULAR EMPLOYEES/ADDITIONAL HOURS

The Employer agrees that temporary employees shall not be hired for the purpose of displacing regular bargaining unit employees or avoiding filling regular positions. Bargaining unit employees shall have the first right of refusal for overtime.

Section 12.6 NON-EXEMPT EMPLOYEE A “non-exempt” employee is one who is defined as non-exempt under applicable state and federal wage and hour laws. Such employees are required to be paid on an hourly basis for all hours worked.

Section 12.7 EXEMPT EMPLOYEES An “exempt” employee is one who is defined as exempt under applicable state and federal wage and hour laws. Such employees are not subject to overtime pay and are paid a salary rather than by the hour.

Section 12.8 INTERNS/PRACTICUM STUDENTS Intern/Practicum Students will not be used to replace bargaining unit positions and will be engaged in a certified educational or training program.

ARTICLE 13

TRAINING, CONTINUING EDUCATION, AND LICENSURE

Section 13.1 PROFESSIONAL DEVELOPMENT/CONTINUING EDUCATION/TRAINING

- a) **Internal Training.** The Employer is committed to professional development and continuing education, and where and when possible, shall make internal opportunities available.

- b) **Outside Training.** The Employer will provide a form for requesting approval of outside training. Requests will be approved or denied within fourteen (14) calendar days. The Employer may pay the cost of outside training for regular employees, provided the Employer approves the subject matter to be studied and the certification or completion of the course. Additional criteria used to determine whether financial assistance will be provided include fund availability, relevance to current position, cost, staffing and scheduling requirements, operational value, and training time required. If the request is denied, the Employer will provide the employee with a written reason for the denial.

Section 13.2 LICENSURE/CERTIFICATION The Employer will pay for the costs of annual license/certification renewal fees/training if required for their position.

ARTICLE 14

HOURS OF WORK

Section 14.1 SCHEDULES

- a) **SCHEDULES FOR FULL AND PART TIME EMPLOYEES** Hours of work of non-exempt employees are determined by the Employer based on business needs. At the time of hire, the Employer will designate the regular:
- Hours per week,
 - Shift,
 - Days of the week, and
 - Work location the employee will be initially scheduled for.
- b) **CASUAL EMPLOYEES** Casual employees are expected to work a minimum of three (3) shifts per month, provided there is operational need. Casual employees will be permanently removed from the roster if they decline three (3) requests to work per month for two (2) months in a row.
- c) **SCHEDULE CHANGES** The Employer will give employees at least thirty (30) calendar days advance notice for Employer initiated schedule changes unless otherwise mutually agreed to. Schedule changes include both hours of work and work location.
- d) **FLEXIBLE HOURS** When consistent with the job responsibilities and business needs, and approved in advance in writing by the employee's supervisor, an employee's hours may be flexed within a workweek to allow for schedule variations, including scheduling longer hours on a work day and shorter hours on another work day, keeping that work week's hours to forty (40) unless overtime has been approved, or changing scheduled days off in advance of the work week. Requests for schedule variations lasting longer than one (1) month require approval by Human Resources.

Section 14.2 OVERTIME

- a) **RATE OF PAY** Non-exempt employees shall be paid overtime pay at a rate of one and one-half (1 ½) times their base wage rate for all hours paid in excess of forty (40) hours per week.
- b) **APPROVAL** Except in emergency situations involving risk of harm to the employee, clients, guests, or facilities, before working overtime non-exempt employees must obtain approval in advance whenever possible, by the supervisor or designee. Approval may be communicated either in writing (including via email, text message, and instant messaging) or, when that is not feasible, verbally. The employee must record all time worked accurately on their timesheet. Failure to obtain advance approval for overtime or to record hours worked accurately may result in disciplinary action but all overtime worked shall be paid.
- c) **DISTRIBUTION** In the residential programs, open shifts will be offered in the following order: Casual employees within the program/division, regular part-time employees within the program/division, then regular full-time employees within the program/division. To fill any shift, the employee must possess relevant experience.
- d) **SCHEDULE CHANGES TO AVOID OVERTIME** Employees will not be required to change their schedule to avoid overtime but may do so by mutual agreement.

Section 14.3 TELEPHONE/ELECTRONIC CONSULTATION Employees are not expected to review or respond to email messages when not working and they are not required to answer telephone calls or text messages. Generally, bargaining unit employees are not to be contacted when not working, except for the purposes of filling shifts. In the event of an urgent need only, employees may be contacted by work for consultation via telephone and/or text message. Email communications to employees who are not working are not considered urgent. The time taken for urgent consultation is paid at the regular rate, and the employee shall receive a minimum of fifteen (15) minutes pay or actual time worked, whichever is greater.

Section 14.4 REPORT PAY Report pay covers situations where employees are required to (a) return to work on a day they already worked and went home, (b) report to work on scheduled days off, or (c) report to work on a scheduled day and are then sent home at the employer's request for reasons other than illness or disciplinary matters. Employees called to report to work shall receive a minimum of two hours' pay.

Section 14.5 MEAL PERIOD

- a) Except where the Employer and employee have mutually agreed to a meal waiver, employees must take a meal break of at least thirty (30) minutes duration.
- b) Meal periods should begin no less than two (2) hours and not more than five (5) hours from the beginning of the employee's shift.
- c) Employees will receive a meal period of at least thirty (30) minutes for every five (5) consecutive hours worked.

- d) Meal periods are unpaid except if the Employer requires the employee to remain on duty or on call during the meal period, in which case the employee will have a paid 30-minute meal period during their shift. Employees who are required to work or remain on duty during a meal break are still entitled to thirty (30) total minutes of meal time excluding interruptions.
- e) Employees working more than three (3) hours beyond their scheduled shift are entitled to additional meal periods. Additional 30-minute meal periods must be given within five (5) hours from the end of the first meal period and for each additional five (5) hours worked. No employee shall be required to work more than five (5) consecutive hours without a meal period.

Section 14.6 REST PERIOD

- a) Employees must take rest periods of not less than fifteen (15) minutes, either continuously or intermittently, for each four (4) hours worked.
- b) Rest periods are paid and may not be waived.
- c) Rest periods should be taken as near as possible to the midpoint of each four (4) hour work period.
- d) Employees may not work more than three (3) consecutive hours without a rest period.
- e) While employees may be required to remain on site in some programs in case of an emergency, they shall be free from duties and uninterrupted during their rest periods.

Section 14.7 SHIFT CHANGES When a position associated with a certain shift is vacated, the supervisor will notify employees in the same position in that program. If more than one employee is interested in the shift, then offers will be extended based on seniority with consideration given to prior discipline issued at the level of the first written warning or higher within the previous six (6) months.

Section 14.8 REST BETWEEN SHIFTS The employer shall provide no less than ten (10) hours off between scheduled shifts, unless mutually agreed with the employee.

Section 14.9 REBIDS In the event the Employer determines a business need to reconfigure the work schedules or shifts for a whole program, employees within the affected work area will bid the schedule in order of seniority. The Employer shall provide the Union and affected employees with advance notice in writing of an upcoming rebid and will provide the schedule which will be available for bid, such description shall include the FTE, shift, hours, and days on and off. The reconfigured work schedules or shifts shall not be implemented for at least thirty (30) calendar days following written notice to employees regarding the outcome of the rebid, unless mutually agreed. Rebids will not result in a reduction of hours, unless mutually agreed to by the employee.

ARTICLE 15

INSURANCE AND OTHER BENEFITS

Section 15.1 HEALTH COVERAGE Regular employees working at least twenty (20) hours per week will be eligible to join the medical, vision, and dental plans offered by the Employer. Such benefits commence on the first of the month following date of hire. Unless otherwise agreed, benefits will continue through the end of any month in which the employee was employed.

The Employer agrees to notify the Union as soon as practicable if it becomes aware of increases in out-of-pocket expenses (i.e., premiums, copays, coinsurance, prescription drug costs and deductibles) in excess of 15% over the prior cost levels within a single plan year. The Union shall have the right to negotiate the impacts of such changes.

For regular full-time employees, the monthly premium share will be as follows (pro-rated for regular part-time employees):

Medical	Employee Share of the Total Monthly Premium	Employer Share of Total Monthly Premium
EE Only	6%	94%
EE + Spouse	25%	75%
EE + Child(ren)	21%	79%
EE + Family	29%	71%

Dental	Employee Share of the Total Monthly Premium	Employer Share of Total Monthly Premium
EE Only	21%	79%
EE + Spouse	31%	69%
EE + Child(ren)	33%	67%
EE + Family	35%	65%

The Employer agrees to waive employees' share for all monthly premiums, at the employee only rate, by spending down a grant the Employer obtained for this purpose and until the grant funding runs out or expires. The Employer further agrees to notify the Union sixty (60) days in advance of the grant funds running out or expiring.

Section 15.2 FLEXIBLE SPENDING ACCOUNT The Employer shall provide a pre-tax Flexible Spending Account Plan for eligible employees covered by this agreement. The following benefits will be provided under the plan:

- A. Health Flexible Spending Arrangements (FSA)
- B. Dependent Care Assistance Program (DCAP)

Section 15.3 LONG-TERM DISABILITY INSURANCE The Employer will provide long-term disability insurance coverage for regular full-time employees, and will pay one hundred percent (100%) of the employee's premium. Employees on industrial or non-industrial disability may

apply. Upon the employee's written request, accrued health-related or vacation pay may be used to supplement Long Term Disability Program benefits in an amount equal to the difference between the compensation to which the employee is entitled under the Long-Term Disability Program and the employee's regular base wage.

Section 15.4 LIFE & AD&D INSURANCE The Employer will provide a life and accidental death and dismemberment insurance policy for regular full-time employees, and will pay one hundred percent (100%) of the premium. The dollar amount of the coverage shall be up to Fifty Thousand Dollars (\$50,000). The Employer shall also provide a voluntary employee paid supplemental insurance option for all eligible employees.

Section 15.5 WORKERS COMPENSATION All employees shall be covered under the Washington State Industrial Insurance Act, which provides benefits for employees for on the job injuries or illness. Employees will be given the option of supplementing any approved time loss compensation benefits with available accrued but unused paid time off under this Agreement, not exceeding in total the employee's regular rate of pay and FTE.

Section 15.6 EMPLOYEE ASSISTANCE PROGRAM All employees and their eligible family members are eligible to use the Employee Assistance Program (EAP). The Employer will bear the full cost of the EAP program.

Section 15.7 RETIREMENT The Employer shall match up to three percent (3%) of each participant's gross pay into the Employer's 403(b) Retirement Plan upon completion of one (1) year anniversary date. The Employer shall submit contributions to the employee account each pay period.

ARTICLE 16

SALARY SCHEDULE AND COMPENSATION

Section 16.1 WAGE SCHEDULE Appendix "A" attached hereto, and made a part of this Agreement, is the wage schedule that shall be effective on the dates indicated therein.

- a) **EFFECTIVE DATE** Effective the first full pay period following ratification, a new pay grade and step system for all bargaining unit positions will be implemented per Appendix A.
- b) **BASE RATE STEP PLACEMENT** Newly hired employees will be hired at Step 0. Employees hired within the previous six (6) months at a rate that is equivalent to Step 0 will remain at Step 0. Other existing employees will be placed on the new Wage Schedule at the higher of Step 0 or the step that corresponds with at least a three percent (3%) increase over their current Base Rate, adjusted to the higher step when the value falls between two steps.
- c) **ADVANCEMENT** All Employee will advance one step on the wage scale effective July 1 of each year, provided the employee has been on the payroll for at least three (3) months. Employees hired within the three (3) month window will advance at the start of

the next fiscal year.

- d) **TRANSFERS TO NEW POSITIONS** Employees who transfer to a new job classification with a higher Step 0 will be placed at the nearest step that results in at least a four percent (4%) increase.
- e) No employee will incur a reduction in pay as a result of placement onto the new scale.
- f) Employees who do not receive a step increase (because their hourly rate is higher than the scale or they do not have a subsequent step to move to), will receive on their anniversary date, a one-time lump sum payment equal to four percent (4%) of their total compensated hours over the prior 12 months.

Section 16.2 RATIFICATION BONUS All regular full-time employees covered by this Agreement and who are employed at the time of ratification will receive two (2) additional float days (Section 9.6) on a one time basis. All regular part-time employees covered by this Agreement and who are employed at the time of ratification will receive one (1) additional float day (Section 9.6) on a one time basis. These additional floating holidays are use-or-lose and must be used no later than June 30, 2026, or they will be forfeited. If an employee separates from employment prior to using these additional floating holidays, they will be paid out of any unused balance

Section 16.3 SHIFT DIFFERENTIALS

- a) **GRAVEYARD DIFFERENTIAL** Employees who do not work the Graveyard Shift as their regularly scheduled shift but who work hours between (12:00 a.m. – and 8:00 a.m.) will be paid seventy-five cents (0.75) per hour in addition to their straight-time hourly rate (i.e., Base Rate) of pay for Graveyard hours worked.
- b) **PAY DIFFERENTIAL** Employees who work the Graveyard Shift as their primary shift will be paid one dollar (\$1.00) per hour in additional to their straight-time hourly rate (i.e., Base Rate) of pay for hours worked.

Section 16.4 BACK PAY ADJUSTMENTS If a back pay adjustment is determined to be appropriate by the Employer as a result of an error in the application of the terms of this Agreement, the amount of the adjustment will be calculated from the date on which the error commenced and will end on the date on which the error is corrected; provided that the maximum period for which the Employer is liable is two (2) years.

Section 16.5 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. Employees will have a reasonable period to repay any overages. The Employer will notify the employee prior to making any deductions authorized under this Section and the parties will agree upon a repayment schedule. Employees shall bring overpayments to the Employer's attention within a reasonable time if they detect an overpayment.

Section 16.6 TRAVEL REIMBURSEMENT If an employee is required to work in more than one (1) location during the same day or is required to travel to a location that is not their primary, designated worksite, travel time between locations shall be regarded as time worked. Employees will receive the federal IRS mileage and travel per diem rate for allowable travel expenses as set forth by the U.S. General Services Administration. (<https://www.gsa.gov/travel/plan-book/per-diem-rates>). Employees will also be reimbursed for pre-approved lodging expenses. Allowable travel expenses do not include alcohol, personal items, or other items covered by the Employer's travel policy.

Section 16.7 PARKING The Employer will provide free on-site parking at Friends of Youth facilities, which will be made available on a first come, first serve basis.

ARTICLE 17

NON-DISCRIMINATION

Section 17.1 ANTI-DISCRIMINATION AND EQUAL PAY The Union and Employer agree not to discriminate including in matters of hiring, training, promotion, transfer, layoff or discharge because of race, color, creed, gender, gender identity, national origin, age, sexual orientation, genetic information, religion, ancestry, marital status, parental status, chest feeding in a public place, union status or an account of membership in or activity on behalf of the Union, political ideology, active military service, veteran status, previous interactions with the criminal legal system unless reasonably related to job requirements (including applicable regulations and funding requirements), use of a service animal or the presence of a sensory, mental or physical disability subject to occupational requirements and the ability to perform the job, and to comply fully with all applicable local, state and federal laws and Executive Orders prohibiting discrimination in employment or requiring equal pay for equal work.

Section 17.2 RESPECT All parties agree that all employees shall be treated with respect and shall work in an environment free from harassment.

Section 17.3 IMMIGRATION The Employer agrees not to reveal the names, addresses, or immigration status of any employees to Immigration, unless required by law.

Except as required by law, the Employer will request a valid warrant signed by a federal judge or magistrate should Immigration officers request to enter private areas of the workplace for the purpose of searching the premises or questioning, detaining, or seizing an employee. Disputes over whether any individual supervisor or manager complied with this provision shall not be subject to grievance and arbitration under Article 20, but the issue may be referred to Labor/Management Committee (Article 23).

Section 17.4 LACTATION The Employer will provide reasonable break time for an employee to express milk for two years after the child's birth each time the employee has need to express milk and provide a private location, other than a bathroom, if such a location exists at the place of business or worksite, which may be used by the employee to express milk. In the absence of a space for the employee to express milk, the Employer shall work with the employee to identify a convenient location and work schedule to accommodate their needs.

The Employer will provide a space to safely store milk.

Section 17.5 RESTROOM EQUITY The Employer shall allow employees access to restrooms consistent with their gender identity. It is the Employer's intent to make as many "all-gender" restrooms available as possible and to update restroom signage.

Section 17.6 ACCESS TO MENSTRUATION SUPPLIES Each site will strive to offer pads and tampons. Additionally, each staff restroom will have appropriate disposal receptacles.

ARTICLE 18

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 19

SUCCESSORS

In the event any sale, merger, consolidation, lease, franchise or by any other means, agreement with another firm or individual which, in whole or in part, affects the existing appropriate collective bargaining unit of Friends of Youth, the Employer and Union will make a good faith effort to have timely communication throughout the process to attain a high level of transparency and to minimize the potential adverse impacts, direct or indirect, on staff. In particular, the parties will use good faith efforts to adhere to the following guidelines:

The Employer will, whenever possible, inform represented employees of a sale/merger/consolidation at least ninety (90) calendar days in advance. If the sale/merger/consolidation process will take fewer than ninety (90) days, the Employer will provide employees with as much notice as possible.

Upon request by the Union, the Employer and Union shall meet to negotiate the effects of a sale/merger/consolidation.

The Employer will inform the buyer of the existence of this Agreement and encourage the new Employer following a sale/merger/consolidation to consider hiring all current employees and maintain similar conditions in the interest of preserving a high-quality workforce. None of the above shall constitute an encumbrance or restriction on negotiations with a successor or any

final sale.

ARTICLE 20

GRIEVANCE PROCEDURE

Section 20.1(a) GRIEVANCE DEFINED A grievance shall be defined as a dispute or disagreement between the Employer and the Union, on its own behalf or on behalf of an employee or group of employees, over an alleged violation, misinterpretation or misapplication of a specific provision of this agreement. All grievances shall be processed as set forth below, provided that the time limits may be waived by mutual agreement of the parties.

Section 20.1(b) INFORMAL RESOLUTION Both parties shall make a reasonable effort to settle their disputes before written submission of a grievance. The Grievance Procedure does not preclude employees from attempting to resolve a dispute or complaint prior to the filing of a formal grievance. An employee and/or Union Representative who has a grievance may bring their concern to the attention of the supervisor, manager and/or Human Resources in an attempt to reach a timely informal resolution.

Section 20.2 SUBMISSION OF GRIEVANCES AND RESPONSES All grievances, responses and requests for arbitration must be submitted to the Employer's Human Resources Office by the Union via electronic mail. Employer responses will be submitted to the Union's business office by electronic mail.

Grievances shall be in writing and shall include the following:

- a) Date of filing;
- b) Approximate date of alleged occurrence;
- c) General facts upon which grievance is based;
- d) Reference(s) to the Section(s) and Subsections of the Agreement alleged to have been violated;
- e) The remedy sought; and
- f) Identity of the grievant(s).

If the Employer does not believe all required information is included in the grievance, they will notify the Union and allow for five (5) calendar days to cure such deficiencies.

Section 20.3 GRIEVANCE PROCEDURE In instances where a grievance is filed, it is the intent of both parties that grievances shall be resolved at the lowest possible step. Employees may request a Shop Steward to attend grievance meetings in addition to a Union Representative; however, no grievance meeting will be unreasonably delayed to accommodate a Steward's or a Representative's attendance.

Step 1. An employee and/or Union Representative who has a grievance shall submit it to the Manager or designee with a copy to the Employer's Human Resources office within fourteen (14) calendar days of the date when the employee knew of or should have known of the event on which the grievance is based. If the employee is provided clear

written notice of an adverse action that will be effective at a later date, the time for filing a grievance shall commence from the date the employee receives such notice. A grievance meeting shall be held within fourteen (14) calendar days of receipt of the grievance, or such other date as is mutually agreed to by the Employer and the Union, and the Employer will provide a written grievance decision within fourteen (14) calendar days of the meeting.

Step 2. If the grievance was not settled at Step 1 it may be advanced by the Union to the Director or designee overseeing the employee's area of responsibility with a copy to the Employer's Human Resources office within fourteen (14) calendar days of receipt of the Step 1 decision. A grievance meeting shall be held within fourteen (14) calendar days of receipt of the Step 2 grievance, or such other date as is mutually agreed to by the Employer and the Union, and a written grievance decision will be given within fourteen (14) calendar days of the meeting.

Any grievance involving the termination of an employee shall be submitted directly to Step 2.

Step 3. If the grievance was not settled at Step 2 it may be advanced by the Union to the Vice President and COO or designee within fourteen (14) calendar days of receipt of the Step 2 decision. A grievance meeting shall be held within fourteen (14) calendar days of receipt of the grievance and a written grievance decision will be given within fourteen (14) calendar days of the meeting.

Step 4. Mediation Procedure. If one of the parties is not satisfied with the decision in Step 3, and if both parties agree in writing, a mediator from FMCS shall be asked to schedule a mediation process at the earliest mutually convenient available date. The agreement for mediation must be reached within fourteen (14) calendar days of the Union's receipt of the Step 3 decision. The purpose of mediation is to help the parties settle the underlying grievance by mutual agreement. The parties acknowledged that mediation is strictly voluntary and that either party may terminate mediation at any time, and without advanced notice.

Step 5. Arbitration Procedure. If the grievance is not settled in accordance with the foregoing procedures, the Union or Employer may refer the grievance to arbitration within fourteen (14) calendar days after receipt of the Employer's answer to Step 4 or the conclusion of mediation. If the request for arbitration is not filed by the Union Representative within fourteen (14) calendar days, the Union waives the right to pursue the grievance through the arbitration procedure.

The Employer and the Union shall attempt to select a sole arbitrator by mutual agreement. In the event the parties are unable to agree upon an arbitrator, either party may request the Federal Mediation & Conciliation Service to submit a panel of nine (9) local arbitrators. The Employer and Union shall alternately strike names of arbitrators until one arbitrator's name is left who shall be the arbitrator. The order of striking names shall be determined by the flip of a coin. The arbitrator shall be notified of their selection by a joint letter from the Employer and the Union requesting that

they set a time and a place subject to the availability of the Employer and Union representatives.

Because this Agreement is by and between only the Union and the Employer, they shall be the only parties with standing to litigate the grievance before the arbitrator. Non-participant observers may attend the hearing, provided all attendees observe the requisite decorum and any directives or orders of the arbitrator.

The arbitrator shall have no right to alter, amend, modify, ignore, add to, or subtract from the provisions of this Agreement, nor shall the arbitrator have authority to otherwise negotiate new agreements between the parties. The arbitrator shall consider and decide only the specific issues submitted in writing by the Employer and the Union, including questions of arbitrability of such issues, and shall have no authority to make a decision on any other issue not submitted. The decision of the arbitrator shall be final and binding upon both parties to this Agreement, provided that nothing herein constitutes a waiver of either party's right to challenge an arbitral award in federal court pursuant to applicable law.

The Parties shall inform the arbitrator of their preference to receive a decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The expenses and fees of the arbitrator, court reporter, and if any, for the hearing room will be shared equally by the Employer and the Union. Each party shall be responsible for compensating its own representatives, attorneys, subject matter experts and all other costs related to the development and presentation of their case.

Section 20.4 Time is of the essence in the filing and processing of a grievance. All time limits set forth in this Article shall be strictly observed and enforced. If the Union or employee does not submit or advance a grievance in accordance with the timelines set forth in this Article, then it shall be forfeited and barred for all purposes, unless the timelines are extended or waived by mutual agreement in writing before the expiration of the pertinent deadline. If the Employer does not meet or respond timely in any step, unless extended or waived by mutual agreement in writing, grievance shall proceed to the next step of the grievance process.

In the event a time limit under this Article ends on a weekend day or holiday, the deadline will automatically be extended to the following business day. Submissions will be considered timely under this Article if they are received by 5:00 p.m. PST on the last day called for under an applicable time limit.

ARTICLE 21

NO STRIKE/NO LOCKOUT

Consistent with the terms set forth in Article 20 (“Grievance Procedure”) and to ensure labor harmony, the Union and the Employer will use their best efforts to resolve all grievances arising between them as quickly and as cooperatively as possible.

Neither the Union nor its members, agents, representatives, or employees shall incite, encourage or participate in any strike, picket during working hours, walkout, slowdown, sit-down, stay-in, concerted refusal to report for work (such as a concerted mass sickness) or other work stoppage of any nature whatsoever during the term of this Agreement, including any extensions thereof.

The Employer will not lock out employees, nor will it resort to any other so-called “economic weapons” during the term of this Agreement, including any extension(s) thereof.

ARTICLE 22

HEALTH AND SAFETY

Section 22.1 GENERAL The Employer retains exclusive overall responsibility for workplace health and safety and agrees to provide a safe and healthful work environment for all employees and further agrees to work in good faith to ensure optimum working conditions. The Employer further agrees to comply with all applicable health and safety laws and regulations including those related to workplace sanitation, ventilation, cleanliness, light, noise levels, and health and safety in general. Employees are responsible for complying with Employer’s safety standards and for reporting unsafe working conditions to their immediate supervisor or Risk and Compliance team using the designated reporting system(s). Under no circumstances shall any employee be disciplined for making these reports. The Employer will respond within seventy-two (72) hours to the employee to address the issue.

Section 22.2 SAFETY COMMITTEE A Safety Committee shall be established consisting of one Employee representative from each program division and an equal or fewer number of Employer representatives, at Employer’s discretion. The Safety Committee shall meet at least monthly at a mutually agreed upon time and location or via video conferencing to review safety issues and accident investigations and recommend improvements in accordance with applicable laws and regulations. To fill vacancies, employees from each of the divisions who have completed their probationary period can self-nominate to serve on the committee, and an election will be held if necessary prior to the next regularly scheduled monthly meeting. A majority of the members will constitute a quorum so long as there are present at least one member who is a representative of employees and one member who is a representative of employer. Either party can request to meet more often than on the regularly scheduled monthly basis.

Section 22.3 ACCOMMODATION Consistent with the Americans with Disabilities Act (ADA) and Chapter 49.60 RCW, the Employer will make reasonable efforts to accommodate the needs of employees with qualifying disabilities. To request an accommodation, employees must contact Human Resources. If an accommodation conflicts with a provision of this Agreement, the Employer will contact the Union Representative to discuss the conflict,

provided the employee provides prior written authorization to do so.

Section 22.4 INFECTIOUS DISEASES Employees (post-hiring) will be allowed to receive testing and/or inoculations for tuberculosis, hepatitis or other communicable diseases on work time, provided there is a verifiable business reason for receiving inoculations. The Employer will follow CDC, DOH and/or local public health guidelines, as they relate to testing results and contact tracing. Employees should practice universal precautions at all times in accordance with Employer's procedures.

Section 22.5 ON THE JOB INJURIES When an employee is injured on the job, the employee will notify their Supervisor and will be paid for the balance of the work day, which will not be charged as sick leave. The employee will complete an accident report. Upon the employee's written request, accrued paid sick leave may be used to supplement the industrial insurance benefits in the amount equal to the difference between the compensation to which the person is entitled under the Industrial Insurance Act and their regular net pay. Any accrued vacation may be used in a like manner after accrued sick related leave is exhausted. Employees who are being compensated through industrial insurance are entitled to continue to receive the normal health and disability benefits when eligible.

Section 22.6 INFESTATIONS The Employer will inform staff about best practices for preventing and dealing with infestations. Employees are responsible for reporting any suspected infestation promptly and for complying with established practices. The Employer will notify all staff who may have been exposed when they learn of an infestation at a worksite. If an employee's residence becomes infested due to an on the job exposure, the Employer will reimburse reasonable expenses incurred by employee related to the infestation up to a maximum of \$250, upon receipt of appropriate documentation of extermination/remediation costs. Employee's right to take paid or unpaid time off shall be governed by Employer's leave policies and applicable law.

Section 22.7 INCLEMENT WEATHER The Employer will determine if it is operating under adverse weather conditions and whether any sites will be closed based on travel and weather conditions. The Employer will communicate when inclement weather protocols are in place by email and text message. When possible, this communication will be sent by 6:00 am on the Inclement Weather day.

Section 22.7.1 NON-ESSENTIAL SERVICES EMPLOYEES If inclement weather protocols are in place resulting in the closure of a work site, the employee may elect to either take leave without pay, use accrued vacation, or request to work remotely. Employees who are authorized by their supervisor to work remotely will continue to perform all reasonably expected tasks and duties. If remote work isn't approved, the employee will be paid their regular rate of pay for their regularly scheduled shift without having to use accrued vacation leave.

Section 22.7.2 ESSENTIAL SERVICES EMPLOYEES Essential Services Employees are responsible for reporting to their work site during scheduled hours regardless of weather conditions. Essential Services Employees will receive time and a half (1.5) of their regular rate of pay for hours worked.

The Employer recognizes that special circumstances may arise during adverse weather conditions that preclude Essential Services Employees from reporting to their work site. For example, roads may be impassable or the employee's child's school may be closed. In such circumstances, the employee must notify their supervisor within two hours of the start of their shift whenever feasible and may, at their option, take leave without pay or use accrued vacation leave.

Section 22.7.3 DEFINITIONS For purposes of Section 22.7.2, "Essential Services Employees" are employees who have primary responsibility for on-site care and supervision of youth and young adults at, but not necessarily limited to, 24/7 housing or shelter settings. "Non-Essential Services Employees" are employees who are not primarily responsible for on-site care and supervision of youth and young adults, or who do not provide other critical support to FOY facilities.

Section 22.7.4 REMOTE EMPLOYEES In the event of outages or equipment failure, Employees will be expected to notify their Supervisor or their department's designated contact: (1) at least one hour before the start of the shift, (2) as soon as possible after the Employee determines they will be unable to report to work, if the one hour's notice is not feasible, or (3) if the outage or equipment occurs during a shift, then immediately after the outage. The Employee's Supervisor may direct the Employee to contact the IT Department to troubleshoot the problem.

If the problem is estimated to persist for more than two (2) hours, or there is no estimated time for restoration of services, the Employer may direct the Employee to work on-site in an assigned office, or the Employee may opt to take available accrued paid leave or leave without pay for the remainder of the shift.

ARTICLE 23

LABOR MANAGEMENT COMMITTEE

The Employer and the Union agree to establish a Labor Management Committee with equal number of Employer and Union representatives for the purpose of fostering communication, reviewing the administration of this agreement, and attempting to resolve other problems that may arise related to the implementation of this agreement. The function of the Committee shall be limited to an advisory rather than a decision-making capacity, meaning the Committee may make non-binding recommendations to the Employer. Meetings will be scheduled at least quarterly during the term of this agreement at a mutually agreed upon time. The Committee may also meet at times other than its regular quarterly meetings with mutual agreement. Both parties shall submit an agenda of items they wish to discuss at least five (5) days prior to the scheduled meeting. Meetings will be scheduled for ninety (90) minutes unless mutually agreed upon in advance. Neither party shall have more than six (6) representatives, including a Union Representative. Appropriate subject matter resource persons may be in attendance at the meetings for a specific agenda item as required and/or requested, and as mutually agreed upon. Subject matter resource persons do not serve as committee members. Participation by committee members in the meetings will be considered time worked.

ARTICLE 24

TERMINATION AND RENEWAL

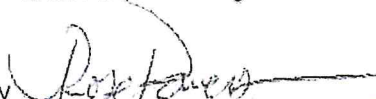
This Agreement shall be in full force and effect until the expiration date of December 31, 2028 and shall continue in effect from year to year thereafter unless either party gives notice, in writing, at least sixty (60) days prior to any expiration date of its desire to terminate or modify the Agreement.

EXECUTED at Seattle, Washington this 7th day of March 2026.

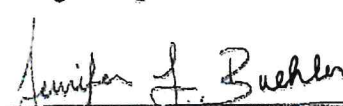
**OFFICE AND PROFESSIONAL
EMPLOYEES INTERNATIONAL UNION
LOCAL 8, AFL-CIO**

By 
Valarie Peaphon
Director of Field Representation

By 
Corinne Cosentino
Business Manager

By 
Rose Powers
Union Representative

By 
Leslie Beckman
Bargaining Committee

By 
Jennifer Buehler
Bargaining Committee

By 
Beckett Weeks
Bargaining Committee

FRIENDS OF YOUTH

By 
Hala Nuemah
Vice President and Chief Operating Officer

By 
Tori Cue
Senior Director of Human Resources

COLLECTIVE BARGAINING AGREEMENT
OPEIU LOCAL 8 – FRIENDS OF YOUTH

APPENDIX A

Job Category	0	1	2	3	4	5	6	7	8
Youth Specialist	\$24.00	\$24.96	\$25.96	\$27.00	\$28.08	\$29.20	\$30.37	\$31.58	\$32.85
Client Services Specialist	\$25.00	\$26.00	\$27.04	\$28.12	\$29.25	\$30.42	\$31.63	\$32.90	\$34.21
Biller	\$27.00	\$28.08	\$29.20	\$30.37	\$31.59	\$32.85	\$34.16	\$35.53	\$36.95
Case Manager I (BA)	\$27.00	\$28.08	\$29.20	\$30.37	\$31.59	\$32.85	\$34.16	\$35.53	\$36.95
Coordinator	\$27.00	\$28.08	\$29.20	\$30.37	\$31.59	\$32.85	\$34.16	\$35.53	\$36.95
Counselor-SUD	\$27.00	\$28.08	\$29.20	\$30.37	\$31.59	\$32.85	\$34.16	\$35.53	\$36.95
Foster Parent Licensor	\$27.00	\$28.08	\$29.20	\$30.37	\$31.59	\$32.85	\$34.16	\$35.53	\$36.95
Case Manager II (MSW)	\$28.00	\$29.12	\$30.28	\$31.50	\$32.76	\$34.07	\$35.43	\$36.85	\$38.32
Data Systems Analyst	\$29.00	\$30.16	\$31.37	\$32.62	\$33.93	\$35.28	\$36.69	\$38.16	\$39.69
Graphic Designer Specialist	\$30.00	\$31.20	\$32.45	\$33.75	\$35.10	\$36.50	\$37.96	\$39.48	\$41.06
Risk & Compliance Specialist	\$30.00	\$31.20	\$32.45	\$33.75	\$35.10	\$36.50	\$37.96	\$39.48	\$41.06
Development Specialist	\$30.00	\$31.20	\$32.45	\$33.75	\$35.10	\$36.50	\$37.96	\$39.48	\$41.06
Therapist (MA Degree)	\$30.00	\$31.20	\$32.45	\$33.75	\$35.10	\$36.50	\$37.96	\$39.48	\$41.06
Therapist-Licensed	\$31.00	\$32.24	\$33.53	\$34.87	\$36.27	\$37.72	\$39.22	\$40.79	\$42.43
Licensed Therapist-Intern Supervisor	\$32.00	\$33.28	\$34.61	\$36.00	\$37.44	\$38.93	\$40.49	\$42.11	\$43.79
Facilities Technician	\$34.00	\$35.36	\$36.77	\$38.25	\$39.78	\$41.37	\$43.02	\$44.74	\$46.53
Therapist-Dual Licensed	\$32.00	\$33.28	\$34.61	\$36.00	\$37.44	\$38.93	\$40.49	\$42.11	\$43.79