Lutheran Community Services NW/OPEIU Local 8 Contract Negotiations

TENTATIVE AGREEMENT

August 21, 2026

TA 3.17.26

COLLECTIVE BARGAINING AGREEMENT: LUTHERAN COMMUNITY SERVICES NORTHWEST

THIS AGREEMENT is made and entered into at Seattle, Washington this DATE by and between ~~COMPASS HOUSING ALLIANCE~~ **LUTHERAN COMMUNITY SERVICES NORTHWEST**, hereinafter referred to as the EMPLOYER and OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL NO. 8, AFL-CIO, hereinafter referred to as the UNION, for the purpose of fixing the minimum wage scale, schedule of hours, and general rules and regulations between the EMPLOYER and the UNION, and to clearly define mutual obligations between the parties hereto.

PREAMBLE

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WHEREAS, the Employer and the Union recognize their shared responsibility to support high-quality services, stable employment, and fair and reasonable wages and terms and conditions of employment; and

WHEREAS, the parties desire to cooperate in establishing conditions that promote professionalism in the workplace; comply with applicable laws governing employment, discrimination and harassment; provide employees with equitable compensation and working conditions; and support the effective delivery of services; and

WHEREAS, the parties further desire to provide orderly and peaceful methods for the resolution of disputes that may arise under this Agreement, while supporting the continuity of operations and services;

NOW, THEREFORE, the parties mutually agree as follows:

ARTICLE 1 RECOGNITION OF THE UNION

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The Employer recognizes the Union as the sole and exclusive collective bargaining representative for purposes of wages, hours, and other terms and conditions of employment:

The bargaining unit includes all non-administrative employees of the Employer who are assigned exclusively to Compass division programs or facilities and who perform work solely in support of Compass division services.

The bargaining unit excludes all other employees, including but not limited to employees in Information

Technology, Human Resources, Finance, and Advancement; and Church of Steadfast Love; relief staff; confidential employees; managers and supervisors; and any employee who is not assigned exclusively to Compass division programs or services, regardless of job title, work location, or client population served.

Any positions listed in Article 13 as of the effective date of this Agreement, and which otherwise meet the requirements for inclusion in the bargaining unit set forth in Article 1, are included in the bargaining unit. Any new or unlisted positions shall be excluded unless the Employer and the Union mutually agree in writing to include them.

ARTICLE 2 UNION SECURITY AND MEMBERSHIP

TA 5.22.26

Section 2.1 UNION SECURITY

Employees covered by this Agreement shall, as a condition of employment, within thirty-one (31) days of hire or the effective date of this Agreement, whichever is later, satisfy their financial obligations to the Union to the extent required by and consistent with applicable law.

Nothing in this Article shall require employees to become formal members of the Union beyond what is required under applicable law, nor to pay dues or fees in excess of those permitted by law.

Section 2.1(a) Religious Accommodation

Any employee who objects to union membership or financial support of the Union based on bona fide religious beliefs shall be accommodated in accordance with applicable law.

Such employees shall, in lieu of dues or fees, either:

A. Pay an amount equivalent to required dues to the Union for representational purposes; or
B. Pay an equivalent amount to a mutually agreed-upon non-religious charitable organization

The Employer shall not discriminate or retaliate against any employee for asserting a lawful religious objection and shall rely on the Union for administration of this provision.

Section 2.2 Dues Deduction and Authorization

a) The Employer shall deduct dues or equivalent payments upon receipt of proper authorization and notification from the Union, consistent with applicable law.
b) Revocation of authorization shall be governed by the terms of the authorization and applicable law.
c) The Employer’s role in dues deduction is administrative in nature, and the Employer shall rely on information provided by the Union.

Section 2.3 Compliance and Enforcement

The Union shall be responsible for determining whether an employee has failed to meet their obligations under this Article and shall notify the Employer in writing of such determination.

Such notice shall include certification that:

- The employee has been informed of their obligations,
- The employee has been provided an opportunity to resolve, and
- The employee does not qualify for a lawful exemption under applicable law

Upon receipt of such certification, the Employer shall notify the employee and provide an additional fourteen (14) calendar days to resolve or respond.

If the employee fails to resolve, the Employer may take appropriate action, up to and including termination, consistent with this Agreement and applicable law.

The Employer shall not be required to independently investigate or interpret Union membership or financial obligations and may rely on the Union's written certification.

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Section 2.4 Employer Neutrality and Respectful Conduct

The Employer shall not discriminate or retaliate against any employee based on union membership status, religious objection, or lawful exercise of rights under this Article.

The Employer and the Union agree that employees have the right to make informed decisions regarding union representation and participation, free from coercion, interference, or retaliation by either party.

Both parties agree that communications with employees regarding union matters shall be respectful, fact-based, and not misleading, distorted, or disparaging.

The Employer shall not interfere with employees' lawful rights to engage in union activity, and the Union shall not interfere with the Employer's lawful operations.

Nothing in this Section shall:

- Require the Employer to waive its rights under applicable law;
- Restrict the Employer from responding to employee questions or providing factual information; or
- Require the Employer to provide access, communication rights, or other privileges beyond those required by law or mutually agreed upon elsewhere in this Agreement.

Nothing in this Article diminishes the Union's role as the exclusive bargaining representative.

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Section 2.5 PRESENT CONDITIONS

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

TA 3.17.26

Section 2.6 UNION ACCESS

Duly authorized representatives of the Union shall be permitted reasonable access to the Employer's premises for the purpose of investigating grievances and monitoring compliance with this Agreement.

Union representatives may access areas of the Employer's premises that are open to the general public at reasonable times without prior approval. Access to non-public areas, including work areas, employee break rooms, lounges, and resident or client areas, shall require advance approval from the Employer and compliance with site-specific sign-in procedures, where applicable. Such approval shall not be unreasonably withheld.

Union access shall be subject to the same general rules applicable to other non-employees and shall be conducted in a manner that does not interfere with employees' work, disrupt resident or client care, or impede normal operations.

The Employer and the Union recognize the importance of maintaining a respectful, safe, and professional environment and agree to work collaboratively to facilitate appropriate Union access consistent with these principles.

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Section 2.6(a) Union Stewards

The Employer recognizes the Union's right to designate bargaining unit employees to serve as Union Stewards for the purpose of representing bargaining unit members under this Agreement.

The Union shall provide the Employer with written notice of the names of designated Union Stewards and any changes thereto. Written notices shall be provided to the Employer within seven (7) days of additions or changes; only employees identified in writing as current Union Stewards will be recognized by the Employer.

Union Stewards may assist bargaining unit members in the processing of grievances and other matters arising under this Agreement, consistent with the Union's internal procedures and per Article 18 in this Agreement. The Union may designate a Union Steward to formally process grievances on behalf of the Union.

Union Stewards and Union Representatives shall comply with applicable confidentiality requirements, including Employer policies related to confidentiality, as well as any legal or contractual obligations.

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Section 2.6(b) Union Steward Participation in Meetings

Union Stewards may attend investigatory meetings where an employee reasonably believes the meeting may result in disciplinary action, as well as grievance meetings scheduled by the Employer, in accordance with applicable law.

During investigatory meetings, the Steward serves as the employee's representative. The Employer will provide the Steward with the subject of the meeting and a reasonable opportunity to confer privately with the employee before questioning begins. During the meeting, the Steward may ask clarifying questions, confer briefly with the employee, object to abusive or inappropriate questioning, and provide additional information after questioning. The Steward may not answer questions on the employee's behalf, direct the employee to provide false or misleading information, or otherwise disrupt the Employer's ability to conduct the meeting. The Employer will not unreasonably interfere with the Steward's role in representing the employee.

When such meetings occur during a Steward’s regularly scheduled work hours, the Steward shall be compensated at their regular rate of pay for the time spent attending the meeting.

The Steward shall notify their supervisor in advance and coordinate coverage, where necessary, to ensure continuity of operations. Approval shall not be unreasonably withheld.

All participants are expected to conduct themselves in a professional manner and maintain appropriate confidentiality regarding sensitive information discussed during investigatory meetings, consistent with applicable law and the Union’s duty of representation.

This provision does not apply to routine supervisory discussions, performance feedback, or other meetings that are not investigatory in nature.

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Section 2.7 NEW MEMBER ORIENTATION

The Employer shall provide the Union with an opportunity to meet with newly hired bargaining unit employees as part of the new employee orientation process.

The Union Representative or a designated Union Steward shall be permitted up to thirty (30) minutes of paid release time to meet with new bargaining unit employees during orientation or, where necessary, through an alternative mutually agreed-upon format.

The Employer shall provide the Union, via email, with a list of newly hired bargaining unit employees, including each employee’s name, job classification, FTE status, and work location or program assignment. The list shall be provided as soon as practicable and no later than three (3) business days prior to the scheduled orientation, where feasible.

The Employer and the Union recognize the importance of timely communication and agree to work collaboratively to facilitate effective new employee orientation.

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Section 2.8 UNION COMMUNICATION

The Employer shall provide the Union with one (1) designated bulletin board space at each program site for the purpose of posting notices related to general Union activities.

The Union may request additional bulletin board space where reasonably necessary, and such requests shall not be unreasonably denied.

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Section 2.9 OPEIU LOCAL 8 HARDSHIP FUND

The OPEIU Local 8 Hardship Fund provides assistance to Local 8 Members experiencing an immediate, severe, and temporary financial situation due to an emergency.

Hardship Fund applications are available on the OPEIU Local 8 website. Employees may make contributions to the Hardship Fund directly to the Union office.

TA 3.17.26

Section 2.10 INDEMNIFICATION

The Union agrees to indemnify and hold the Employer harmless from any claims, demands, or liabilities arising directly from the Union's actions or omissions in the administration or enforcement of Articles 1 and 2 of this Agreement, to the extent permitted by law.

This provision shall not apply to claims arising from the Employer's own acts, omissions, or violations of law.

ARTICLE 3 MANAGEMENT RIGHTS

TA 3.31.26

Except as expressly limited by this Agreement or by applicable law, the Employer retains the right to manage and direct its operations and workforce.

These rights include, but are not limited to, the right to determine organizational structure; establish, revise, or eliminate job classifications and qualifications; hire, assign, promote, transfer, discipline, or discharge employees for just cause where required by this Agreement; schedule work hours and assign overtime; determine staffing levels; relieve employees from duty due to lack of work; contract or subcontract for services; introduce new or revised methods, equipment, systems, automation, or processes; establish and modify work rules and operational standards; and to discontinue, relocate, reorganize, consolidate, or combine programs, departments, or operations.

The Employer further retains the right to determine the nature of the services provided, the methods and means by which such services are delivered, training requirements, and whether to make capital improvements to facilities or equipment.

The enumeration of management rights in this Article is not intended to be all-inclusive. All rights not expressly limited by this Agreement are retained by the Employer.

Nothing in this Article shall be construed as a waiver of any rights of employees, this Agreement, or the Union under applicable law, including the National Labor Relations Act.

ARTICLE 4 HIRING AND TERMINATION

TA 6.9.26

Section 4.1 JOB POSTING

Notice of bargaining unit job openings shall be posted through the Employer's Human Resources Information System (HRIS) and on the Employer's external website, where such postings are customarily maintained and accessible to all employees.

Job postings shall include the job title, primary duties and responsibilities, qualifications, and applicable pay range.

Applicants shall be selected based on skill, ability, and qualifications as determined by the Employer. Where skill, ability, and qualifications are determined to be substantially equal, seniority shall be a determining factor.

Employees who apply for a posted position and are not selected for an interview, or who are interviewed and not selected for the position, shall be notified of the decision.

TA 3.17.26

Section 4.2 UNION NOTIFICATION AND REFERRALS

The Employer shall provide the Union with access to information regarding posted bargaining unit vacancies through the Employer's job posting systems.

The Union may refer qualified applicants for consideration. The Employer retains the sole discretion to determine whom to hire.

Hiring decisions may be subject to the grievance procedure only to the extent such decisions are alleged to violate a specific provision of this Agreement.

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Section 4.3 INTERNAL HIRING

The Employer encourages and supports the career advancement of bargaining unit employees and provides opportunities for internal candidates to apply for posted positions.

Employees applying for another bargaining unit position within the Employer shall have their qualifications, relevant experience, seniority, and other job-related factors considered in the selection process.

An employee selected for a higher-level position shall be placed on the wage scale for that position at no less than the base rate of the position, plus any contractual wage increases associated with the employee's length of service for which they are eligible. The adjusted rate of pay shall take effect on the employee's first day in the new position.

Where qualifications are determined to be substantially equal, seniority shall be a determining factor.

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Section 4.4 REPAYMENT OF OVERPAYMENTS

In the event an employee is overpaid due to an administrative or payroll error, the Employer shall provide the employee with written notice and documentation of the overpayment as soon as practicable upon discovery. Such notice shall include the amount of the overpayment, the basis for the claim, the date(s) the overpayment occurred, and the proposed repayment schedule.

If the overpayment is identified within ninety (90) calendar days of the date the overpayment occurred, the Employer may seek repayment of the overpaid amount, consistent with applicable federal and Washington State wage and hour laws.

Repayment shall be made over a defined period of time, agreed to in writing by the Employer and the employee. The repayment schedule shall specify the total amount to be repaid, the amount of each deduction or payment, and the dates on which deductions or payments will occur. If no agreement is reached, the Employer may implement a repayment schedule in accordance with Washington law.

Any deductions from wages shall be made only in accordance with applicable law and shall not reduce the employee's wages below the applicable minimum wage for all hours worked in the pay period in which the deduction is made. Nothing in this section shall be construed to permit the recovery of wages in a manner not authorized under Washington law.

TA 6.9.26

Section 4.5 EMPLOYEE ROSTER

By the fifteenth (15th) of each month, the Employer shall provide the Union with an updated roster of bargaining unit employees covered under Article 1.

The roster shall include each employee’s name, mailing address, personal email, personal phone number, job classification, program or department, work location, rate of pay, FTE status, work schedule, and date of hire. Any additional personal information the Union requires shall be collected directly by the Union~~.~~

To the extent maintained by the Employer and consistent with applicable law, the roster shall also include employee contact information customarily used for employment-related communications.

The Union agrees to use roster information solely for representational purposes and to maintain the confidentiality of such information in accordance with applicable law.

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Section 4.6 PROBATIONARY PERIOD

Regular full-time and regular part-time employees shall be considered probationary for the first ninety (90) calendar days of employment.

If, during the probationary period, an employee’s performance does not meet job expectations, the Employer may extend the probationary period for up to an additional ninety (90) calendar days. The Employer shall notify the employee of the extension and identify the areas requiring improvement.

Discipline or termination during the probationary period, including any extension thereof, shall not be subject to the grievance procedure.

Employees promoted to a different job classification shall be subject to a probationary period in the new position.

If a promoted employee does not successfully complete the probationary period in the new job classification, the employee shall be returned to their former position at the rate of pay and FTE previously held, including any contractual wage increases the employee would have received had they not been promoted.

If the former position is not available, the Employer shall place the employee in a position within the same job classification at the same rate of pay; the position may differ in location, schedule, shift, or FTE.

If no such position is available at the time of return at the time of return, the employee shall be offered available relief hours until placement in the first available position in the former job classification.

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Section 4.7 DISCIPLINE AND PERFORMANCE

Section 4.7(a) Progressive Discipline / Just Cause

After the completion of the probationary period, no employee shall be disciplined or discharged except for just cause. Employees who are disciplined or discharged after completion of their probationary period shall be subject to the progressive discipline process described below.

Progressive Discipline

The Employer and the Union agree that, in addressing inappropriate employee conduct or unsatisfactory performance, the Employer shall apply a system of progressive discipline, which may include the following steps:

- **Step 1:** Verbal warning
- **Step 2:** Written warning with an improvement plan
- **Step 3:** Final written warning with an improvement plan
- **Step 4:** Discharge

It is understood that conduct addressed at each step of the progressive discipline process may or may not be related to conduct addressed at a prior step.

Where discipline is based on attendance-related violations, the Employer's attendance policy shall govern the appropriate level of discipline.

All progressive discipline shall be issued within ten (10) working days from the date the Employer knew, or reasonably should have known, of the violation. Such discipline shall be provided to the employee and transmitted to the Union within ten (10) working days. Discipline not issued and transmitted within this timeframe shall be null and void.

The parties recognize that certain conduct is of such a serious nature that application of the progressive discipline sequence may be inappropriate. In such cases, the Employer may, based on the nature and severity of the conduct, proceed directly to any level of discipline, up to and including discharge.

Such conduct may include, but is not limited to: theft; intentional damage to property; endangering the safety of oneself or others; fighting; violations of the Employer's harassment or discrimination policies; fraud; gross insubordination; violations of the Employer's drug and alcohol policy; gross misconduct; or gross error.

No employee shall be disciplined or discharged without an investigatory meeting.

At its discretion, the Employer may elect to provide coaching in lieu of discipline or may issue different levels of discipline for similar conduct. Such discretion shall not be exercised arbitrarily or capriciously.

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Section 4.7(b) Warning Notices

An employee shall be given the opportunity to review any formal warning or disciplinary notice placed in their personnel file. The employee must sign the notice to acknowledge receipt and may attach a written response for inclusion in the personnel file. Signing the disciplinary notice shall not be construed as an admission of guilt or concurrence with the discipline.

Formal warning and disciplinary notices shall remain active for purposes of progressive discipline for a period of eighteen (18) months from the date of issuance, provided no similar offense occurs during that period.

Final written warnings shall remain active for purposes of progressive discipline for a period of twenty-four (24) months from the date of issuance, provided no similar offense occurs during that period.

Disciplinary notices that exceed the applicable eighteen (18) month or twenty-four (24) month period, without a similar offense occurring, shall not be used for purposes of progressive discipline.

TA 3.17.26

Section 4.7(c) Personnel File Requests

Upon written request, an employee shall be permitted to review their personnel file during the Employer's regular administrative business hours, at a time and location designated by the Employer.

The review shall be scheduled within ten (10) business days of the request, unless otherwise mutually agreed.

An employee may review their personnel file in the presence of a designated Employer representative and may request copies of documents contained in the file, in accordance with applicable law and Employer policy.

An employee may submit a written response to any document contained in the personnel file, which shall be included in the file.

Nothing in this section shall be construed to require the disclosure of records that are confidential, privileged, or otherwise not required to be disclosed under applicable law.

TA 5.22.26

Section 4.7(d) Performance Reviews

Each employee shall meet with their supervisor and receive a performance review according to the following schedule:

- Within the probationary period and after the first sixty (60) days of this period
- Annually, in accordance with Employer practices

The performance review shall include feedback on job performance, a discussion of expectations and accomplishments, and the identification of goals for professional and career development.

Performance reviews shall not be subject to the grievance procedure.

TA 4.14.26

Section 4.8 EMPLOYEE RIGHTS

An employee may have a Union Representative and/or Union Steward present at any investigatory meeting with management representatives where the employee reasonably believes the meeting may result in disciplinary action, as well as at any meeting that involves discipline.

Prior to holding such a meeting, the Employer shall inform the employee that the meeting is investigatory in nature and may result in disciplinary action and shall inform the employee of their right to Union representation.

If the employee requests Union representation, the employee shall notify the Employer at that time. The Employer shall provide the employee with sufficient time to arrange for the attendance of a Union Representative and/or Union Steward before proceeding with the meeting.

Investigatory meetings under this section shall be considered time worked.

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Section 4.9 SEPARATION FROM EMPLOYMENT

In most cases, employees who are separated from employment by the Employer will receive advance notice or pay in lieu of notice, as described below.

No advance notice or pay in lieu of notice is required if an employee is terminated for just cause, gross misconduct, or for illegal activity that, under state or federal law, prevents the employee from performing required work.

For all other Employer-initiated separations, notice or pay in lieu of notice will be provided as follows:

- Employees employed less than ninety (90) calendar days:
  No advance notice or pay in lieu of notice is required.
- Employees employed ninety (90) calendar days or more:
  Two (2) weeks' advance notice or two (2) weeks' pay in lieu of notice.

Section 4.9(a) PTO Use Preceding Separation from Employment

This section applies to separations initiated by either the Employer or the employee.

Upon submission of a notice of resignation, employees are expected to work through their notice period. Accrued paid leave, including holiday time, floating holidays, or other paid leave, may not be used during the notice period unless approved in advance by the Employer in consultation with the Employer's Human Resources Business Partner, except where the use of such leave is unforeseeable, such as in cases of illness or similar circumstances, when notice shall be provided as soon as practicable.

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Section 4.10 EMPLOYER POLICIES

Employer policies shall apply to bargaining unit employees to the extent they do not conflict with this Agreement. If there is a conflict, this Agreement shall control.

If the Employer adopts a new policy, or makes a change to an existing policy, that materially affects wages, benefits, or working conditions and is not addressed in this Agreement, the Employer shall provide written notice of the policy or policy change to the Union.

The Union may, within thirty (30) calendar days of receipt of such notice, request to meet and discuss the policy or policy change. Upon request, the parties shall meet at a mutually agreeable time and both parties agree to take into consideration each other's concerns, feedback and/or suggestions in good faith.

Nothing in this Section requires the Employer to bargain during the Term of this Agreement over issues already covered by this Agreement, matters reserved to management, or matters not required by law to be bargained. The only exception is the annual wage and benefit reopeners specifically provided for in this Agreement.

ARTICLE 5 SENIORITY

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Section 5.1 APPLICATION

Seniority shall be defined as an employee’s continuous length of service with the Employer, measured from the employee’s original date of hire into a bargaining unit position.

Seniority shall not apply until the employee has successfully completed the probationary period as defined in Article 4.6. Upon completion of the probationary period, seniority shall be credited retroactively to the employee’s first day of hire.

In matters of layoff, recall from layoff, transfer, promotion, and shift changes, skill and ability shall be the primary determining factors. Where skill and ability are determined to be equal, seniority shall govern.

An employee’s seniority shall continue to accrue for a period of twelve (12) months while the employee is on layoff. In order to be eligible for recall, the employee must provide the Employer’s Human Resources office with current contact information.

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Section 5.2 LOSS OF SENIORITY

An employee’s seniority shall be broken and shall not be retained under the following circumstances:

- Discharge;

- Voluntary resignation; or
- Layoff of twelve (12) months or more, unless the Employer and the Union mutually agree, on a case-by-case basis, to extend the seniority retention period.

Section 5.3 LAYOFFS

TA 4.14.26

Section 5.3(a) Layoff Notice

The Employer shall provide affected employees and the Union with at least thirty (30) days' advance written notice of a layoff when the layoff results from a loss of funding for which the Employer has received at least thirty (30) days' notice.

The Employer shall meet with the Union to discuss alternatives to the elimination of hours and/or positions.

Section 5.3(b) Recall from Layoff

When rehiring employees following a layoff, the Employer shall recall qualified employees in order of seniority where skill and ability are equal.

Employees eligible for recall shall be considered for available positions before the Employer considers internal transfers or promotions, or external candidates.

Section 5.3(c) Preference Following Layoff

If there is no available opening in the job classification from which an employee was laid off, and the employee applies for another position within twelve (12) months of the layoff, the employee shall be given preference over all other applicants, provided that:

- The employee has the qualifications to perform the job with orientation;
- The employee was laid off in good standing, meaning the employee was not under Step 3 of the progressive discipline process at the time of layoff, unless otherwise agreed by the Employer; and
- The employee applies within twelve (12) months of the layoff.

Qualifications shall be assessed through the application, interview, and reference-checking process.

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Section 5.4 SENIORITY TIE BREAKER

In the event two or more employees have the same seniority date, the order of seniority shall be determined by a neutral, random selection process administered by the Employer.

The process shall be conducted in a fair and transparent manner, such as a numbered draw or coin toss, documented at the time it occurs by the Employer. Upon request, the Union may observe the tie-breaker process.

ARTICLE 6 HOLIDAYS

TA 6.9.26

7.16.26 LCS updates to meet request for clarity between current and future state versions of these policies

Section 6.1 HOLIDAYS

Employees covered by this agreement shall, in lieu of having named holidays, be credited with holiday hours ("Holiday Time") for 9 named and 2 personal days, prorated based on FTE. Each full time (40 hour per week) employee shall receive 48 hours of Holiday Time in their holiday bank on January 1 and another forty (40) hours July 1 of each year (non-full time employees' hours shall be prorated based on FTE). If an employee is hired in mid-year their Holiday Time shall be prorated based on hire date. Employees shall take Holiday Time off in the same manner as other leave is administered, provided that, any time taken off on a holiday, as defined in Section 6.2, shall be deducted from Holiday Time. All accumulated Holiday Time which has not been used by December 31 of each year shall be forfeited.

Effective January 1, 2027, employees covered by this Agreement shall receive paid time off for Employer-designated holidays and floating holidays in accordance with the Employer's Holiday and Floating Holiday policies, as set forth in the LCSNW Employee Handbook.

Eligible employees shall receive paid holiday time on each Employer-designated holiday whether they work on the holiday or not.

In addition, eligible employees shall receive two (2) floating holidays per calendar year to be used at the employee's discretion and in accordance with Employer policy for time away from work requests.

In the event of a conflict between this Agreement and the Employer's holiday policies, this Agreement shall control.

Section 6.2 EMPLOYER-DESIGNATED HOLIDAYS

TA 5.22.26

7.16.26 LCS updates to meet request for clarity between current and future state versions of these policies

Through 2026, the following days shall be designated named holidays:

- New Year's Day
- MLK Jr Day
- Memorial Day
- Juneteenth
- July 4th

- Labor Day
- Veterans' Day
- Thanksgiving Day
- Christmas Day

Employees' 2 personal holidays are included in the Holiday Time Bank hours.

Effective January 1, 2027, employer-designated holidays are those identified in the LCSNW Employee Handbook, as may be updated from time to time at the Employer's discretion. As of the effective date of this Agreement, the Employer-designated holidays include the following:

- New Year's Day
- MLK Jr Day
- Presidents' Day
- Memorial Day
- Juneteenth
- July 4th
- Labor Day
- Veterans' Day
- Thanksgiving Day
- Native American Heritage Day (Friday after Thanksgiving Day)
- Christmas Eve Day
- Christmas Day

These holidays represent a total of twelve (12) Employer-designated holidays.

The total number of paid holidays provided to employees covered by this Agreement shall not be reduced during the term of this Agreement. In the event the number of Employer-designated holidays is decreased, affected employees shall be provided with an equivalent number of floating holiday(s) to ensure the total number of paid holidays remains unchanged.

TA 5.22.26

7.16.26 LCS updates to meet request for clarity between current and future state versions of these policies

Section 6.2(a) Holiday Pay

Full-time and part-time employees who are required to work on the above- named days shall receive one and one-half (1 ½) times their regular rate of pay for all hours worked on the named holiday.

Effective January 1, 2027, full-time and part-time employees who are required to work on an Employer-designated holiday will receive both holiday pay and one and one-half (1 ½) times their regular rate for all hours worked.

5.22.26 CCL ELIMINATED
~~**Section 6.2(b)** If any part of the scheduled shift falls on Thanksgiving day or Christmas day, the employee shall be paid for their entire shift at one and one-half (1 ½) times their regular rate of pay.~~

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Section 6.3 HOLIDAY ROTATION

In programs with sufficient staffing to allow for rotation, holiday work assignments shall be rotated as evenly and fairly as practicable among employees who are qualified to perform the work.

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Section 6.4 OBSERVATION OF HOLIDAYS

For employees covered by this Agreement, designated holidays shall occur on the calendar date of the holiday as identified in Article 6, regardless of whether the holiday falls on a weekday or weekend.

Employer-designated holidays shall be administered through the Employer's payroll and human resources systems in accordance with this Agreement. To the extent any Employer policy, holiday schedule, payroll practice, or human resources system conflicts with this Agreement, the terms of this Agreement shall control.

Holiday pay and holiday observance shall be administered in accordance with Article 6 of this Agreement.

TA 4.14.26

7.16.26 LCS updates to meet request for clarity between current and future state versions of these policies

Section 6.5 HOLIDAY DURING PAID TIME OFF

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

Effective January 1, 2027, if an Employer-recognized holiday occurs during an employee's approved paid time off, the day shall be treated as a holiday and shall not be charged against the employee's PTO balance. Holiday pay shall be applied automatically on the agency-designated holiday.

4.14.26 CCL ELIMINATED

7.16.26 LCS updates to meet request for clarity between current and future state versions of these policies

Section 6.5 FLOATING HOLIDAY – DAY OF L.O.V.E.

All regular full-time employees shall receive eight (8) floating holiday hours for the Day of L.O.V.E.

Leave hours shall be pro-rated based on FTE for part-time employees. Leave hours shall be allocated to each employee on January 1st of each year, or upon hire if hired mid-year, to use at a time during that calendar year. Any Day of L.O.V.E. floating holiday hours which have not been used by December 31st of each year shall be forfeited.

Effective January 1, 2027, the Day of L.O.V.E is discontinued.

ARTICLE 7 LEAVE

Section 7.1 PAID TIME OFF

TA 5.22.26

Section 7.1(a) Use of Paid Time Off

Paid Time Off (PTO) may be used for an employee's personal needs, including but not limited to vacation, rest, education, personal business, medical or dental appointments, personal mental or physical illness or injury, or to care for others.

PTO use is subject to normal scheduling and approval practices. PTO use for purposes protected by applicable federal, state, or local law shall be permitted in accordance with such laws.

TA 5.22.26

7.16.26 LCS updates to meet request for clarity between current and future state versions of these policies

Section 7.1(b) PTO Accrual

PTO shall accrue each pay period based on an employee's **FTE status** and length of continuous service with the Employer.

The following accrual is based on a 1.0 FTE which shall accrue hours as follows:

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

Effective January 1, 2027, PTO shall accrue each pay period based on an employee's recorded hours and length of continuous service.

The annual PTO amounts set forth below are estimates based on a full-time schedule. Actual PTO accruals will vary based on the employee's recorded hours in each pay period.

For purposes of PTO accrual, recorded hours include hours paid at the employee's regular rate, including hours worked, PTO, holidays, and floating holidays, as well as any hours worked that qualify for overtime.

PTO accrual is based on hours recorded and is not increased by overtime pay rates; hours worked that qualify for overtime count toward accrual on an hour-for-hour basis.

Estimated accrual rates are as follows:

- 0–24 months of employment: one hundred sixty (160) hours per year
- 25–48 months of employment: one hundred eighty (180) hours per year
- 49 months of employment and thereafter: two hundred (200) hours per year

PTO accrual for part-time employees shall be prorated based on recorded hours.

TA 4.28.26

Section 7.1(c) PTO Eligibility

All regular employees are eligible to accrue PTO beginning on the first day of employment.

PTO accrual for part-time employees shall be prorated, consistent with Section 7.1(b).

TA 7.30.26

Section 7.2 PTO SCHEDULING

The Employer will make a good faith effort to accommodate employee requests for PTO.

Employees shall submit requests for scheduled PTO in accordance with the Employer's established leave request procedures. For PTO requests of more than five (5) consecutive workdays, employees should submit the request no later than two (2) weeks in advance. Supervisors shall respond to PTO requests of more than five (5) days within five (5) working days of receipt.

Employees in positions where coverage is required shall assist in identifying coverage for scheduled PTO requested less than two (2) weeks in advance unless the PTO is for an unforeseen health-related reason. For scheduled PTO requested more than two (2) weeks in advance, employees may assist in identifying coverage but shall not be required to do so. If an employee identifies coverage, the employee shall notify their supervisor.

Once PTO is approved, it will not be revoked only in extraordinary, unavoidable and unforeseeable operational circumstances where no reasonable alternative exists, where maintaining the approved leave would seriously impair the Employer's ability to provide services.

For unscheduled or emergency PTO, the employee shall notify their supervisor as soon as possible, in accordance with Employer procedures. Employees shall not be required to identify coverage for unscheduled or emergency PTO, but may do so voluntarily.

Employees must have accrued and unused PTO available in order to take leave, unless the employee is on a protected leave status or requires other leave-related support. In such cases, the Employer will engage in a collaborative process with the employee and the Employer's Human Resources Business Partner, consistent with applicable law and Employer policy.

TA 6.9.26

Section 7.3 PTO ACCRUAL AND CARRYOVER LIMITS

Employees are encouraged to use PTO in the year in which it is accrued.

PTO shall accrue in accordance with Section 7.1(b) and may accrue without limit during the calendar year. At the end of each calendar year, an employee may carry over a maximum of two hundred (200) hours of accrued and unused PTO. Any accrued PTO in excess of two hundred (200) hours as of December 31 shall be forfeited.

TA 7.30.26

Section 7.4 PTO, SICK LEAVE AND HOLIDAY BALANCES UPON CHANGE IN EMPLOYMENT STATUS

When an employee transfers between a bargaining unit position and a relief or non-bargaining unit position, the employee's accrued paid leave balances shall be converted to the applicable leave balances associated with the employee's new position, in accordance with Employer policy and applicable law.

For employees transferring from a bargaining unit position to a relief or non-bargaining unit position, accrued and unused PTO shall be paid out in accordance with this Agreement.

For employees transferring from a relief or non-bargaining unit position to a bargaining unit position, accrued and unused sick leave or other applicable paid leave shall be converted to PTO in accordance with Employer policy. Holiday benefits shall be administered in accordance with the terms of this Agreement.

Such conversions shall be administered in a manner intended to preserve the value of the employee's accrued leave while ensuring compliance with Employer policy and applicable law. Accrual rates, holiday eligibility, and future leave benefits shall be governed by the employee's new position.

TA 6.9.26

Section 7.5 CASH OUT OF UNUSED PTO

Upon termination or approved conversion to a Relief position any accrued PTO will be cashed out on the employee's last paycheck if the employee voluntarily terminates with fourteen (14) calendar days' notice or is laid off by the Employer.

Employees terminated by the Employer for just cause and/or within the probationary period will not receive this cash out.

7.30.26 - withdrawn by Union

~~**NEW: Section 7.4 (a) PTO DONATION** An employee may donate accrued Paid Time Off (PTO) to another employee who has exhausted all of their available leave. The donor employee must maintain a minimum of eighty (80) hours of accrued PTO and can donate in increments of one (1) hour. Employees will be notified via email of the need for PTO donation hours. To donate the employee must respond to the email indicating the number of hours they wish to donate. The employer will compile the donations and use them proportionally based on the amount donated unless the donor employee designates their PTO donation to a specific employee. All employees and donations will remain anonymous.~~

TA 5.22.26

Section 7.6 TRAUMATIC EVENT LEAVE

An employee who is exposed to a traumatic event in the course of their work may, upon management approval, be released from work with pay for the remainder of the employee's scheduled shift and for up to three (3) consecutive workdays thereafter.

TA 4.28.26

Section 7.7 LEAVES OF ABSENCE

The Employer supports employees and families by providing leaves of absence in accordance with applicable law and Employer policy, including but not limited to medical leave, personal leave, Family and Medical Leave Act (FMLA) leave, and Washington Paid Family and Medical Leave (PFML), for eligible employees.

The Employer will work with employees and the Employer's Human Resources Business Partner to administer leaves of absence consistent with applicable law and Employer policy.

An employee's continuous service and seniority shall not be interrupted as a result of an approved leave of absence covered under this Article.

Employees shall not accrue PTO while on unpaid leave, except as otherwise required by applicable law.

5.22.26 ELIMINATED; covered by Personal Leave of Absence (7.7a)

~~**Section 7.G(a) MEDICAL LEAVE OF ABSENCE** Employee who are not eligible by law for leave may be granted a medical leave of absence for a medical related illness or injury provided that, the leave is requested in advance and approved by Human Resources. Approval will be at management's discretion. Human Resources will assist the employee with the documentation process and provide them a reasonable amount of time to comply. Employees must follow all leave procedures and documentation as required.~~

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

TA 6.9.26

7.16.26 LCS updates to meet request for clarity between current and future state versions of these policies

Section 7.7(a) Personal Leave of Absence

Employees who are not eligible for job-protected leave under applicable federal or state law may request a personal leave of absence for medical, personal, or other qualifying reasons.

Personal leave must be requested in advance when practicable and is subject to approval by the Employer, in consultation with the Employer's Human Resources Business Partner. Approval of personal leave is discretionary and based on operational needs and applicable law.

Personal leave is generally limited to a maximum of thirty (30) calendar days. Requests for extensions beyond thirty (30) days will be considered on a case-by-case basis and are not guaranteed.

Employees approved for personal leave must use all accrued PTO and, if applicable **through December 31, 2026**, remaining holiday bank hours, prior to transitioning to unpaid leave, unless otherwise required by applicable law. Employees do not accrue PTO while on unpaid personal leave, except as required by law.

An employee returning from an approved personal leave may be reinstated to the same or a comparable position, with the same rate of pay, provided the employee is able to perform the essential functions of the position, with or without reasonable accommodation, and provided the leave does not exceed the approved duration.

Section 7.8 BENEFITS DURING LEAVE

TA 4.28.26

Section 7.8(a) Benefits During Protected Leave

During an approved leave that is protected under applicable federal or state law, including but not limited to the Family and Medical Leave Act (FMLA) and Washington Paid Family and Medical Leave (PFML), the Employer shall continue an employee's group health insurance coverage for the duration of the protected leave, on the same terms and conditions as if the employee were actively working, provided the employee was enrolled in such coverage at the start of the leave.

The employee shall remain responsible for paying the employee portion of health insurance premiums, including any applicable premiums for dependent coverage, in accordance with Article 11 and Employer procedures.

If an employee remains on leave beyond the period of legally protected leave and wishes to continue health insurance coverage, the employee must make arrangements for premium payment in consultation with the Employer's Human Resources Business Partner, consistent with applicable law and Employer policy.

TA 4.28.26

Section 7.8(b) Benefits During Non-Protected Leave

Employees who are on an approved leave of absence that is not protected under applicable federal or state law and who are in an unpaid status may elect to continue group health insurance coverage at their own expense, in accordance with applicable law and Employer policy.

Employer-sponsored health insurance coverage will end on the last day of the month in which the employee transitions to unpaid status after exhausting all accrued PTO and holiday time, unless the employee elects continuation of coverage and makes timely arrangements for premium payment.

Employees wishing to continue coverage during a non-protected leave of absence must make arrangements for premium payment in consultation with the Employer's Human Resources Business Partner.

TA 4.28.26

Section 7.9 COMPLIANCE WITH LEAVE LAWS

The Employer shall comply with all applicable city, county, state, and federal leave laws and regulations.

In the event of a conflict between this Agreement and applicable law, the law shall control.

TA 7.30.26

Section 7.9(a) WA State Paid Family and Medical Leave Premium

The Employer shall pay the Employer portion of the Washington Paid Family and Medical Leave (WA PFML) premium, as required by law.

TA 6.9.26

Section 7.9(b) Paid Family and Medical Leave - Use of PTO

Paid Family and Medical Leave (PFML) wage replacement benefits are administered and paid by the State of Washington. The Employer does not provide supplemental pay to employees receiving PFML benefits.

An employee may elect to use accrued PTO during a period of PFML, subject to Employer procedures and applicable law. Any use of PTO during PFML is at the employee's discretion and does not constitute Employer-provided supplemental pay.

TA 5.22.26

Section 7.10 JURY DUTY

Employees who are summoned for jury duty shall be excused from work for the period of required jury service.

The Employer shall provide paid jury duty leave in accordance with Employer policy. Paid jury duty leave shall be limited to straight-time pay for scheduled work hours.

Employees must notify their supervisor as soon as practicable after receiving a jury duty summons and must submit a leave request in accordance with Employer procedures. Employees may be required to provide documentation verifying jury service.

If an employee is released from jury service for a full workday or shift, the employee is expected to report to work .

TA 4.28.26

Section 7.11 UNION LEAVE

An unpaid leave of absence may be granted, upon request, to an employee on active payroll who is appointed or selected to serve in a full-time or temporary Union position, for a period of up to six (6) months. Approval of Union leave is at the Employer's discretion.

Employees requesting Union leave must provide at least two (2) weeks' advance notice and must submit a written request to their supervisor in accordance with Employer procedures.

The Employer shall notify the employee in writing of its decision within ten (10) working days of receipt of the request. If the request is denied, the Employer shall provide the reason(s) for the denial in writing. The Employer's decision to deny a request for Union leave shall not be subject to the grievance procedure.

An employee granted Union leave shall continue to accrue seniority during the approved leave period.

If the employee is granted Union leave to accept a full-time position with the Union, the employee may be reinstated, upon return from leave, to a position in the employee's former pay grade for which the employee is qualified, provided that an appropriate vacancy exists at the time of reinstatement.

ARTICLE 8 DEFINITIONS

TA 4.28.26

Section 8.1 REGULAR FULL-TIME EMPLOYEE

A regular full-time employee is an employee who is regularly scheduled to work a continuing schedule of thirty (30) to forty (40) hours per week and whose employment is not limited to a specific period of time or project.

Section 8.2 REGULAR PART-TIME EMPLOYEE

A regular part-time employee is an employee who is regularly scheduled to work a continuing schedule of less than thirty (30) hours per week and whose employment is not limited to a specific period of time or project.

Section 8.3 RELIEF EMPLOYEE

A relief employee is an employee who is not part of the bargaining unit and who works on an intermittent or on-call basis to cover short-term workload fluctuations, vacations, unanticipated absences, or employee illness or injury.

Section 8.4 TEMPORARY FULL-TIME EMPLOYEE

A temporary full-time employee is an employee whose employment is of a limited duration known to the Employer at the time of hire and who is scheduled to work between thirty (30) and forty (40) hours per week.

The term of employment for temporary full-time employees hired into bargaining unit positions shall not exceed three (3) months. The Employer shall notify the Union in writing of any temporary full-time employees hired into bargaining unit positions. Any extension of a temporary full-time employee beyond three (3) months may be made only by mutual agreement of the Employer and the Union.

An individual employed by an outside agency or contractor is not considered a temporary employee under this Agreement.

Section 8.5 TEMPORARY PART-TIME EMPLOYEE

A temporary part-time employee is an employee whose employment is of a limited duration known to the Employer at the time of hire and who is scheduled to work less than thirty (30) hours per week.

The term of employment for temporary part-time employees hired into bargaining unit positions shall not exceed three (3) months. The Employer shall notify the Union in writing of any temporary part-time employees hired into bargaining unit positions. Any extension of a temporary part-time employee beyond three (3) months may be made only by mutual agreement of the Employer and the Union.

An individual employed by an outside agency or contractor is not considered a temporary employee under this Agreement.

Section 8.6 VOLUNTEERS AND INTERNS

Volunteers and interns are not members of the bargaining unit.

The Employer shall notify the Union in writing of volunteers and interns utilized by the Employer, including but not limited to AmeriCorps members, Lutheran Volunteer Corps participants, interns, and practicum students gaining on-the-job experience.

The Employer and the Union agree that volunteer and intern assignments shall not be used to replace bargaining unit positions. If the Employer converts a volunteer or intern role into a regular position, the Union shall be notified in writing prior to posting the position in accordance with Section 4.1.

Section 8.7 NO DISPLACEMENT OF REGULAR EMPLOYEES

The Employer agrees that temporary and relief employees shall not be hired for the purpose of displacing regular full-time or regular part-time bargaining unit positions.

ARTICLE 9 SYSTEM OR REGULATIONS CHANGES AND TRAINING

TA 4.28.26

Section 9.1 POSITION CHANGES DUE TO AUTOMATION OR SYSTEM CHANGES

In the event bargaining unit positions are eliminated due to automation or system changes, the Employer will give consideration to transferring affected employees to comparable positions and to providing training to enable current employees to operate new equipment or systems implemented as a result of such changes.

When the Employer has at least thirty (30) days' notice that bargaining unit positions will be eliminated due to automation or system changes, the Employer shall notify the Union in writing at least thirty (30) days in advance of the anticipated changes.

Upon request by the Union, the Employer and the Union shall meet to discuss alternatives to the abolition of positions.

Section 9.1(a) New Positions Resulting from Technological Changes

In the event of technological changes, including the introduction of automation of processes or systems, any new bargaining unit positions created as a result of such changes shall be offered to qualified bargaining unit employees prior to hiring from outside the bargaining unit.

Employees whose positions are displaced as a result of technological changes shall be given the first opportunity to qualify for and fill such new bargaining unit positions, based on qualifications and seniority, before external candidates are considered.

Section 9.2 TRAINING FOR NEW POSITIONS RESULTING FROM TECHNOLOGICAL CHANGES

When training is necessary for employees to qualify for bargaining unit positions created as a result of automation or technological changes, the Employer shall provide initial training related to the operation of new equipment or systems.

Such training shall be provided at the Employer's expense for employees who elect to pursue and are selected for the resultant automated positions. Training will be provided in a manner and location determined by the Employer, consistent with operational needs.

Section 9.3 TRAINING FOR JOB REVISIONS

The Employer shall provide training necessary for employees to adequately perform the essential duties of their positions.

If the essential duties of a position change significantly as a result of new or revised regulatory, licensing, or accreditation requirements, the Employer shall ensure that affected employees receive appropriate training to enable them to meet the updated job requirements.

Such training shall be provided in a manner determined by the Employer, consistent with operational needs and applicable law.

TA 6.8.26

Section 9.4 STAFF TRAINING

The Employer is committed to providing newly hired employees and current employees with training necessary to perform their job duties successfully.

The Employer may make additional training and professional development opportunities available to employees as operationally feasible and subject to budget considerations. The Employer shall budget funds to support required program training and job-related education.

Nothing in this section alters the Employer's right to require that employees meet the minimum qualifications for their positions at the time of hire. Training provided under this Article is intended to support employees in performing their roles and does not substitute for required qualifications.

Any workshop, seminar, class, or other training intended to augment an employee's job-related skills or knowledge must be approved in advance by the employee's supervisor in accordance with Employer procedures.

Employees shall be compensated at their regular rate of pay for time spent in Employer-required training.

Required Training

The Employer shall provide required training to bargaining unit employees, including but not limited to training related to safety, crisis prevention, de-escalation, harassment prevention, first aid and CPR, and other training mandated by Employer policy, law, regulation, licensure, or job requirements. Required certifications shall be renewed as required and paid for by the Employer. All employees will receive notification of all required trainings for their positions.

Certain job-specific training, such as case management or housing navigation training, shall be provided to employees in positions for which such training is required.

Additional Training Opportunities

The Employer will provide basic systems and computer training, including use of timekeeping, communication, and case management systems, as appropriate to an employee's position and with further consideration upon request.

The Employer will promote learning and development opportunities through available learning management systems or other resources on a periodic basis.

TA 4.28.26

Section 9.5 JOB SHADOWING

Job shadowing provides employees with an opportunity to learn about other roles within the organization and to strengthen internal collaboration.

Subject to operational needs and at the Employer's discretion, the Employer may make job shadowing opportunities available. Employees interested in job shadowing must request approval from their supervisor and coordinate arrangements in accordance with Employer procedures.

Participation in job shadowing does not guarantee promotion, transfer, or placement into another position.

ARTICLE 10 HOURS OF WORK

TA 4.28.26

Section 10.1 FAIR LABOR STANDARDS ACT STATUS

The Employer and the Union agree that the classification of employees as exempt or non-exempt under this Agreement shall be determined in accordance with the Fair Labor Standards Act (FLSA), the Washington Minimum Wage Act, and applicable regulations.

Section 10.2 NON-EXEMPT EMPLOYEES (HOURLY)

The hours of work for non-exempt employees shall be established by the Employer in accordance with operational needs and applicable law.

Non-exempt employees may request flexible or alternative work schedules, subject to supervisory approval. Approval of flexible scheduling is discretionary and must comply with applicable wage-and-hour requirements.

TA 6.9.26

Section 10.3 OVERTIME HOURS AND COMPENSATION

Non-exempt employees shall be paid overtime compensation at one and one-half (1½) times their regular rate of pay for all hours worked in excess of forty (40) hours in a workweek, in accordance with applicable law.

For purposes of this Agreement, the workweek shall be defined as the Employer's established workweek as set forth in the LCSNW Employee Handbook.

For purposes of calculating overtime, the regular rate of pay shall include any applicable lead pay and/or shift differential pay, as required by law.

TA 4.28.26

Section 10.3(a) Overtime Approval

Overtime must be approved in advance by the employee's supervisor or designee. This requirement does not apply in emergency situations involving a risk of harm to employees, residents, clients, guests, or facilities.

Nothing in this section shall be construed to permit the withholding of overtime pay for hours worked.

TA 5.22.26

Section 10.3(b) Time Worked Beyond Regular Shift

For employees who work a regularly scheduled shift, work performed beyond the employee's scheduled hours must be approved in advance by the supervisor or designee, except in emergency situations involving a risk of harm to employees, residents, clients, guests, or facilities.

Time worked beyond the employee's scheduled hours shall be compensated in accordance with Section **10.3** and applicable law.

TA 4.28.26

Section 10.3(c) Overtime Rotation

In programs employing more than one employee, and when practicable, overtime opportunities shall be distributed as evenly as possible among employees who are qualified to perform the work.

TA 4.28.26

Section 10.3(d) Assigning Extra Hours

When additional non-overtime hours are available within a program, the Employer shall offer such hours to qualified bargaining unit employees before utilizing temporary employees or relief staff, when practicable.

If overtime work is necessary, overtime opportunities shall be offered to qualified bargaining unit employees prior to assigning such work to temporary employees or relief staff, when practicable.

TA 6.9.26

Section 10.4 MEAL PERIODS

Non-exempt employees shall be provided an uninterrupted meal period of at least thirty (30) minutes, scheduled no less than two (2) hours and no more than five (5) hours after the start of the employee's shift, in accordance with applicable law. Unless otherwise determined based on operational needs, meal periods shall be thirty (30) minutes in duration. An employee should communicate with their supervisor if they believe they will not be able to take an uninterrupted meal period as described above.

Meal periods are generally unpaid but will be paid if the employee must remain on the Employer's premises or when necessary for program safety. Schedules that require paid meal periods are communicated to the employee and approved by the supervisor in advance. Whether a meal period is paid or unpaid shall be determined by whether the employee is relieved of all duties during the meal period, consistent with applicable wage-and-hour laws. Regardless of schedule, a meal period shall be paid if the employee is required to remain on duty, remain on the Employer's premises, or otherwise perform work during the meal period due to program needs or safety requirements, and when such arrangement is approved in advance by the employee's supervisor.

The Employer may review and standardize meal period practices as necessary to ensure compliance with applicable law.

TA 6.8.26

Section 10.5 REST BREAKS AND LACTATION BREAKS

Non-exempt employees shall be provided a paid rest break of at least fifteen (15) minutes for each four (4) consecutive hours of working time. Rest breaks should be scheduled no later than the third hour of work, except where the nature of the work allows employees to take intermittent rest breaks throughout the workday. Rest breaks are compensable and may not be waived or combined with meal periods.

In addition, up to two years after the birth of a child, the Employer shall provide reasonable break time and appropriate accommodations for employees who need to express breast milk, in accordance with applicable state and federal law. Such lactation breaks shall be provided as needed and may run concurrently with paid rest breaks when possible. Additional break time required for lactation beyond paid rest breaks will be paid.

The Employer shall make reasonable efforts to provide a private, non-bathroom space for expressing breast milk, consistent with applicable law and operational needs. The Employer shall make a reasonable effort to provide a refrigerator for storing expressed milk.

TA 6.9.26

Section 10.6 SCHEDULE CHANGES

At the time of hire, the Employer shall designate an employee's regularly scheduled hours per week, scheduled shift start and end times, scheduled days of work, and any mandatory meetings.

The Employer will provide employees with at least thirty (30) days' advance notice of Employer-initiated changes to an employee's regular work schedule, unless the change is mutually agreed to.

ARTICLE 11 HEALTH AND WELFARE

~~**2.27.26 LCS Note: Revisions to Section 11.1 of this Article shall become effective for benefits beginning January 1, 2027.**~~

~~**There shall be no changes to health coverage, plan design, cost structure, or premium share for the 2026 plan year. All benefits in effect for 2026 shall remain in effect without modification.**~~

7.16.26 LCS retracts these statements, as they are now accounted for in counterproposal

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TA 7.30.26

Section 11.1 HEALTH COVERAGE AND PREMIUM SHARE

The Employer shall provide health and welfare benefits, which may include medical, dental, and vision insurance; a flexible spending account; and an employee assistance program, in accordance with Employer policy.

Employees who are regularly scheduled to work thirty (30) or more hours per week are eligible for medical, dental, vision, and flexible spending account benefits, effective the first day of the month following the employee's date of hire, rehire or the date the employee becomes regularly scheduled to work thirty (30) or more hours per week, as applicable.

Base Plan Structure

The Employer currently maintains, and shall continue to maintain, a base medical plan structure that includes at least one medical plan available to bargaining unit employees ("Base Plan"). The Base Plan model, together with the Employer's ability to offer additional medical plan options, is already in effect and shall remain in effect for the duration of the Agreement.

Employee premium contributions for employee-only coverage under the Base Plan shall be determined using a tiered structure based on annual base compensation. The salary tiers applicable to benefits effective January 1, 2026, are as follows:

- Tier 1: $30,000 - $44,999 employee pays 5%
- Tier 2: $45,000 - $59,999 employee pays 7%
- Tier 3: $60,000 - $74,999 employee pays 10%
- Tier 4: $75,000 - $89,999 employee pays 12%

- Tier 5: $90,000 - $104,999 employee pays 14%
- Tier 6: $105,000 and above employee pays 16%

The Employer shall pay the remaining portion of the employee-only premium under the Base Plan. Employees may elect coverage for eligible dependents and/or spouse. Employees selecting dependent coverage or a higher-cost plan option shall be responsible for any additional premium costs associated with such elections, which shall be deducted on a pre-tax basis where permitted by law.

Additional Plan Options

The Employer may offer additional medical plan options to bargaining unit employees. For any such additional plan option offered, the Employer may determine the applicable employee premium contribution structure. Additional plan options are not required to follow the Base Plan tier structure, provided that at least one Base Plan remains available in accordance with this Article.

The tiered salary structure described above shall remain in effect for the duration of the Agreement unless modified through bargaining.

Vision and Dental Coverage

The Employer shall cover the full cost of employee-only vision and dental coverage under the Employer's standard plans. Employees who elect coverage for eligible dependents or a registered domestic partner, or who select alternative plan options if offered, shall be responsible for any additional premium costs associated with such elections.

TA 5.22.26 - holding CCL until annual opener

Section 11.2 FLEXIBLE SPENDING ACCOUNT

Employees may elect to enroll annually in a flexible spending account and the Employer will contribute $500.00 by January 1 of each year into each enrolled employee's flexible spending account. Employees may elect to contribute by payroll deduction up to the federally allowed annual limit.

CCL
Section 11.3 MAINTENANCE OF BENEFITS Effective October 1, 2023, and October 1, 2024, the Union and the Employer agree to re-open Article 11 to negotiate health and welfare benefits.

Union proposal
~~**Section 11.3 MAINTENANCE OF BENEFITS** Effective October 1, 2023~~ **6** ~~and October 1, 2024~~**7**~~, the Union and the Employer agree to re-open Article 11 to negotiate health and welfare benefits.~~

2.27.26 LCS DECLINES; counterproposal
4.28.26 Union DECLINES; counterproposal to retain CCL
7.16.26 LCS counterproposal
7.30.26 Union DECLINES; counterproposal to retain CCL

8.21.26 LCS counterproposal

Section 11.3 ANNUAL BENEFITS REOPENER

This Section constitutes the Parties' annual reopener for health and welfare benefits. Health and welfare benefits shall be administered in accordance with Article 11 and shall be subject to limited annual bargaining as provided herein.

Each September during each year of the Agreement, the Parties will reopen negotiations for health and welfare benefits.

~~Each October during each year of the Agreement, the Parties may will reopen negotiations solely for the purpose of bargaining over health and welfare benefits. employee premium contribution percentages associated with the Base Plan salary tiers established in Article 11. The salary tiers themselves, including the compensation ranges defining each tier, shall not be subject to reopening during the term of this Agreement except by mutual agreement of the Parties.~~

The Employer may change insurance carriers, third-party administrators, vendors, funding mechanisms, or plan designs during the term of this Agreement, provided that the overall level of benefits remains substantially comparable, except as modified through this annual reopener process. ~~with respect to premium contribution percentages.~~

~~The Employer shall provide advance notice to the Union of any material changes to health and welfare benefits and, upon request, shall provide relevant information necessary for bargaining.~~

~~Changes in premium costs resulting from annual renewal, underwriting adjustments, claims experience, or general market conditions shall be addressed through this annual reopener process and shall not otherwise constitute grounds to reopen any other provision of this Agreement.~~

TA 6.8.26

Section 11.4 WORKERS' COMPENSATION

All employees shall be covered under the Washington State Industrial Insurance Act for work-related illnesses or injuries arising out of and in the course of employment, as determined by the State of Washington.

Eligibility for coverage and the provision of benefits are administered and determined by the Washington State Department of Labor & Industries in accordance with applicable law.

This coverage includes, but is not limited to, injuries resulting from needle sticks, exposure to bloodborne pathogens, or other communicable diseases, as provided by applicable law.

ARTICLE 12 PAYROLL DEDUCTIONS

TA 7.16.26

Section 12.1 DUES

Upon receipt of a valid, voluntary dues authorization form from an employee, the Employer shall deduct union dues from the employee's wages in accordance with the authorization form and applicable law.

Dues deductions shall be remitted to the Union on a semi-monthly basis, following the close of the pay period and its subsequent pay date, together with a report identifying the employees for whom deductions were made.

The Employer's obligation to deduct dues shall continue only for the duration and under the terms of the employee's written authorization form, and deductions shall be administered in accordance with applicable federal and state law.

TA 6.8.26

Section 12.2 POLITICAL CONTRIBUTIONS

Union dues deducted pursuant to this Agreement shall not be used for political contributions or issue campaigns.

Employees who wish to make voluntary contributions to the Union's Political Action Committee (PAC) may do so directly with the Union. The Employer shall not deduct political contributions from employee wages and shall have no role in the collection or administration of such contributions.

ARTICLE 13 SALARY SCHEDULE AND COMPENSATION

TA (intro language) 7.16.26 Nothing in this Article shall preclude the Employer from providing additional compensation increases during the term of this Agreement.

Section 13.1 WAGE ADJUSTMENTS AND SALARY SCHEDULE

TA 7.30.26

Section 13.1(a) Wage Adjustment Effective January 1, 2026

Effective January 1, 2026, bargaining unit employees received a three percent (3%) general wage increase. This increase has already been implemented and is reflected in employees' current base rates of pay. This established the rates as follows:

Case Manager I	$29.87
Case Manager II	$31.93
Program Assistant	$25.24
Maintenance Technician	$34.02

7.30.26 CCL ELIMINATED

~~**Section 13.1(b)** Effective the first full pay period following ratification or January 1, 2023, whichever is later, the following base rates of pay will be in effect:~~

~~All bargaining unit members employed at the time of ratification shall receive a one-time bonus of $100 which shall be paid the first full pay period following ratification.~~

TA 7.30.26

Section 13.1(b) Salary Schedule

The salary schedule in effect as of January 1, 2026, as adjusted by the wage increase described in Section 13.1(a), shall remain in effect and govern base rates of pay for bargaining unit classifications unless modified through the annual wage reopener set forth in Section 13.2.

TA 7.30.26

Section 13.1(c) Program Assistant Rate Progression

Bargaining unit employees in the Program Assistant classification will receive an additional 2.5% increase after working in a bargaining unit position for at least twelve (12) consecutive months. This one-time progression increase shall be provided on the first full pay period following the employee's anniversary month of hire. Effective January 1, 2026 this is a rate of $25.86.

6.9.26 WITHAWN by Union

~~**NEW** Section 13.1(d) ANNIVERSARY STEP Effective at ratification, employees will advance one step on the current wage scale each year at their anniversary date of hire.~~

TA 7.30.26

Section 13.2 Progression from Case Manager I to Case Manager II

Case Manager I and Case Manager II are separate job classifications with distinct qualification requirements.

Placement into or progression to the Case Manager II classification is based on the qualifications established by the Employer for that position. Employees may be hired directly into either classification if they meet the applicable qualifications.

A Case Manager I who is interested in advancement to the Case Manager II classification is encouraged to discuss eligibility requirements and development opportunities with their supervisor or Human Resources. Employees who meet the established qualifications may be considered for progression in accordance with the Employer's staffing and operational needs.

An employee moved from Case Manager I to Case Manager II will be placed on the corresponding step of the Case Manager II wage schedule.

6.9.26 WITHDRAWN by Union

~~**NEW Section 13.2 (b) PROMOTION WAGE SCALE PLACEMENT** An employee who is promoted within the bargaining unit will be placed on the same step in the higher paid job classification they currently hold. A promotion is defined as a permanent move to a higher paid job classification.~~

TA 7.16.26

Section 13.3 ANNUAL WAGE OPENER

This Section constitutes the Parties' sole and exclusive reopener on wages during the term of this Agreement.

During each year of the Agreement, the Parties will reopen negotiations in October solely for the purpose of bargaining over wage adjustments for the upcoming year.

Wages shall not otherwise be subject to reopening during the term of this Agreement except by mutual written agreement of the Parties.

TA 7.30.26

Section 13.4 LEAD PAY

The Lead classification shall be limited to employees who are serving in designated Lead positions as of the effective date of this Agreement. No new Lead positions shall be created, and no additional employees shall be permanently assigned to Lead roles after the effective date of this Agreement.

Employees who are serving in designated Lead positions as of the effective date of this Agreement shall continue to receive an additional two dollars ($2.00) per hour above their regular rate of pay for all hours worked in the Lead role.

In the event a designated Lead employee is absent, the Employer may reassign work as needed for operational purposes. Such reassignment shall not be considered an assignment to a Lead role and shall not result in eligibility for Lead pay.

To be eligible for temporary assignment of Lead-related duties, an employee must not have received disciplinary action at Step 2 or higher under Section 4.7(a) (Progressive Discipline/Just Cause) within the preceding twelve (12) months.

TA 6.9.26

Section 13.5 REPORT PAY

Where operations require the Employer to close early, employees who report to work as scheduled and subsequently are released from work by the Employer shall be paid their regular rate of pay for their entire scheduled shift.

6.9.26 WITHDRAWN by Union

~~**Section 13.4(a) Program Closure and Inclement Weather.**~~
~~In the event of program closure, employees who cannot work remotely will be paid for their entire shift.~~
~~Employees without technology (internet access, electricity, hardware, etc.) or equipment to work remotely are paid for a normal working day.~~
~~Employees with children whose childcare facility or school has been cancelled or delayed due to inclement weather are paid for a normal working day.~~
~~Employees on preapproved leave during an office closure will continue to be charged leave for the day if applicable.~~
~~When an employee's assigned program is open, but an employee cannot work remotely or from their assigned program, the employee may use accrued PTO, personal holiday time, or take unpaid leave.~~

TA 6.9.26

Section 13.6 TELEPHONE COMMUNICATION WITH WORK

In the event of an emergency situation, on-site staff should notify a supervisor or manager for assistance and direction.

If an employee is contacted by a supervisor, manager, or designated on-site staff outside of the employee's scheduled work hours for emergency consultation by telephone, text message, or similar communication, the employee shall be compensated for the time spent responding. Employees shall receive a minimum of fifteen (15) minutes of pay for such contact.

Multiple communications related to the same incident shall be included within the fifteen (15) minute minimum, unless the total time spent exceeds fifteen (15) minutes, in which case the employee shall be paid for the actual time worked.

TA 6.9.26

Section 13.7 WORK IN A HIGHER CLASSIFICATION

An employee who is directed by their supervisor to perform the duties of a higher-paid classification for a full shift or for a portion of a shift shall be paid at the higher classification rate for the hours during which such duties are performed.

TA 7.30.26

Section 13.8 TRANSPORTATION ORCA PASSPORT

The Employer shall pay one hundred percent (100%) of the cost of an ORCA transit pass for all regular employees, in accordance with Employer procedures.

Upon separation of employment, the employee shall return any Employer-issued ORCA pass in accordance with Employer procedures. Employees must comply with all applicable program rules and regulations governing use of the ORCA pass.

TA 7.30.26

Section 13.9 MILEAGE AND PARKING REIMBURSEMENT

Employees who are required to use a personal vehicle for authorized Employer business shall be reimbursed at the applicable federal mileage reimbursement rate in effect at the time of travel.

When an employee is required to work at more than one location during the same workday, travel time between locations shall be considered time worked up to the end of the employee's scheduled workday.

If an employee is unable to find free parking and must park in a paid lot or location for the duration of the time they are required to be at the non-primary location, such as to attend an offsite training, the employee will be reimbursed for parking fees per Employer reimbursement process.

Mileage reimbursement does not include an employee's normal commute between home and the employee's regular work location and shall be administered in accordance with Employer policy.

TA 7.30.26

Section 13.10 INSURANCE

Employees who operate a personal vehicle for Employer business must possess a valid Washington State driver's license and maintain personal automobile insurance that meets the minimum requirements under Washington law.

The Employer shall maintain business automobile insurance that provides excess liability coverage above the employee's personal insurance, in accordance with Employer policy.

TA 7.30.26

Section 13.11 JOB DESCRIPTIONS

The Employer shall provide current job descriptions for bargaining unit positions to the Union upon request.

Section 13.12 SHIFT DIFFERENTIALS

CCL
Section 13.11 NIGHT SHIFT DIFFERENTIAL Effective the first full pay period following ratification, an employee that is regularly assigned to work night shift is eligible to receive night shift differential pay in addition to the employee's base salary. If the employee's shift is regularly scheduled to start on or after 11:00 p.m. the employee will receive shift differential pay of seventy-five cents ($0.75) per hour for time worked. The night shift differential pay will be paid only to an employee who is regularly assigned to the night shift. Such differential does not apply to scheduled day or swing shift hours.

Union proposal
~~**Section 13.11 NIGHT SHIFT DIFFERENTIAL** Effective the first full pay period following ratification, an employee that is regularly assigned to work night shift is eligible to receive night shift differential pay in addition to the employee's base salary. If the employee's shift is regularly scheduled to start on or after~~

~~11:00 p.m. the employee will receive shift differential pay of **three dollars ($3.00)** seventy-five cents ($0.75) per hour for time worked. The night shift differential pay will be paid only to an employee who is regularly assigned to the night shift. Such differential does not apply to scheduled day or swing shift hours.~~

2.27.26 LCS DECLINES; counterproposal
7.30.26 Union counterproposal
8.21.26 LCS counterproposal

Section 13.12(a) Night Shift Differential

~~An employee who is assigned to work a night shift shall receive a night shift differential in addition to the employee's base rate of pay.~~

~~For purposes of this section,~~ An employee who~~se~~ ~~scheduled~~ works between ~~shift begins at or~~ ~~or is assigned to work after~~ 10:00 p.m. and 7:59 a.m. shall receive a night shift differential of two dollars ($2.00) per hour in addition to their base rate of pay. Any hours worked during their shift that are outside of this will be paid at their regular base rate of pay, unless otherwise subject to additional pay differentials or overtime.

~~Night shift differential pay applies only to employees regularly assigned to night shifts.~~

~~For purposes of this section, "regularly assigned" means assignment as part of an employee's ongoing schedule and does not include occasional, incidental, or temporary coverage.~~

Union proposal
NEW Section 13.11 (b) BILINGUAL DIFFERENTIAL
Employees who are fluent verbally in a language other than English, or who are fluent in braille, or sign language and uses it to communicate with Compass Housing Alliance program participants shall receive an additional $1.50 ~~$3.00~~ per hour differential for all hours worked.

2.27.26 LCS is unable to make counterproposal or agree to any such differential without data

7.30.26 Union update
8.21.26 LCS counterproposal

Section 13.12(b) Multilingual Differential

Employees may be eligible for a $1.50 per hour multilingual pay differential when the Employer determines that proficiency in one or more languages in addition to English is either required for the employee's position or service-enhancing, meaning the language skill meaningfully enhances or expands the organization's ability to serve an identified client population.

An employee's ability to communicate in an additional language, or occasional use of that language in the workplace, does not by itself establish eligibility. Eligibility will be determined by management in consultation with Human Resources, with input from the employee as appropriate, based on position responsibilities, client and program needs, staffing considerations, and available language-access resources.

The Employer may determine that client language needs are better met through contracted interpretation or translation services or other resources rather than through a multilingual staffing assignment.

Eligibility for the differential is based on current organizational and client-service needs and is not guaranteed to be permanent. The differential may be discontinued when the language is no longer required or sufficiently utilized, when program or client needs change, or when the Employer determines that the need will be met through other resources.

TA 7.30.26

Section 13.13 LONG-TERM CARE (WA Cares)

The Employer shall deduct employee payroll contributions for the Washington Long-Term Care Program (WA Cares) as required by state law.

TA 7.30.26

Section 13.14 MAINTENANCE TECHNICIAN CALL BACK PAY

Maintenance employees who are called back to work outside their regular work schedule, and whose call-back work is not contiguous with their regular scheduled hours, shall be paid no less than two (2) hours of straight-time pay or the actual hours worked, whichever is greater.

Employees must accurately record all call-back time worked in accordance with Employer timekeeping procedures.

TA 7.30.26

New Section 13.15 EMPLOYER-ISSUED DEVICES

All Employer-issued equipment remains the property of the Employer and shall be used in accordance with Employer policies. This Article does not limit the Employer’s rights under Article 3 (Management Rights) or applicable law.

13.15(a) Equipment and Technology

The Employer is committed to ensuring employees have the tools and technological resources reasonably necessary to successfully perform the duties of their assigned positions. Equipment and access will be provided based on the needs of the job and operational requirements.

The Employer will determine the selection, configuration, and replacement of equipment. Nothing in this Article requires the provision of any specific device or type of equipment.

13.15(b) Personal Cell Phone Use

If the Employer determines that an employee is required to use their personal cell phone for work-related purposes, the Employer may, in its discretion, provide a reimbursement or stipend. Any such reimbursement shall be determined by the Employer and may be modified or discontinued consistent with operational needs and applicable law.

ARTICLE 14 RETIREMENT PLANS

CCL

Section 14.1 EMPLOYER CONTRIBUTION TO COMPASS 403(b) PLAN Each year the Employer shall make the determination as to whether a contribution can be made. If the Employer makes a contribution, the amount will be no less than one percent (1%) of each participant's gross pay. Bargaining unit employees shall receive the same contributions into the Compass's 403(b) as all non-bargaining unit employees. This does not prevent the Employer from providing contributions to bargaining unit employees 403(b) accounts only. The Employer contributions will commence at the employee's first anniversary date of employment when the employee has worked over one thousand (1,000) hours during the past year at their anniversary date of hire.

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

Union proposal

~~**Section 14.1 EMPLOYER CONTRIBUTION TO COMPASS HOUSING ALLIANCE 403(b) PLAN** Each year the Employer shall make the determination as to whether a contribution can be made. If **tThe** Employer **will** makes a contribution, the amount will be no less than one percent (1%) of **six percent (6%) of** each **participant employee's** gross pay. Bargaining unit employees shall receive the same contributions into the Compass Housing Alliance's 403(b) as all non-bargaining unit employees. This does not prevent the Employer from providing contributions to bargaining unit employees 403(b) accounts only. The Employer contributions will commence at the employee's first anniversary date of employment when the employee has worked over one thousand (1,000) hours during the past year at their anniversary date of hire.~~

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

2.27.26 LCS DECLINES; counterproposal
3.31 LCS update: remove Section 14.1 Header since this is the only part under Article 14
7.30.26 Union counterproposal
8.21.26 LCS counterproposal

~~Section 14.1 EMPLOYER CONTRIBUTION TO 403(b) PLAN~~

~~The Employer may offer a defined contribution retirement plan, including but not limited to a 403(b) plan, in accordance with Employer policy, the governing plan document, and applicable law.~~

~~Participation in the retirement plan shall be voluntary. Employer contributions, if any, shall be made only on behalf of employees who are actively participating in the plan and making employee salary deferral contributions, subject to the terms of the governing plan document.~~

~~Employer contributions shall commence on the first pay period following the employee's first anniversary of employment, provided the employee has completed at least one thousand (1,000) hours of service during the preceding twelve (12) months.~~

~~The eligibility requirements, contribution formula, employer contribution percentage, vesting schedule,~~

~~and all other plan design features shall be determined by the Employer in its discretion and shall be governed exclusively by the terms of the plan document.~~

~~The Employer retains the sole and exclusive right to amend, modify, suspend, or discontinue the retirement plan or any Employer contributions under the plan at any time, consistent with applicable law. Nothing in this Agreement guarantees that Employer contributions will be made in any specific year or at any specific rate.~~

~~Employees may elect pre-tax salary deferrals in accordance with the terms of the retirement plan and applicable federal law.~~

~~Changes to the retirement plan or Employer contribution structure shall not be subject to mid-term bargaining or reopening during the term of this Agreement.~~

The employer agrees to continue contributing no less than one percent (1%) through December 31, 2026. Effective January 1, 2027, employer agrees to contribute two percent (2%) through December 31, 2027. This does not prevent the Employer from providing **additional** contributions to bargaining unit employees' 403(b) accounts ~~only~~.

~~The~~ Employer contributions will commence **in accordance with the terms of the 403(b) plan after the employee completes one (1) year of service and at least one thousand (1,000) hours of service during the applicable twelve (12)-month period**. ~~at the employee's first anniversary date of employment when the employee has worked over one thousand (1,000) hours during the past year at their anniversary date of hire.~~

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

Both parties agree to discuss Employer contribution to Compass 403(b) plans beyond December 31, 2027, in **September** ~~October~~ 2027, wage, health and benefits reopener.

ARTICLE 15 NON-DISCRIMINATION

7.30.26 TA

Section 15.1 UNION ACTIVITY

The Employer shall not discriminate against or retaliate against any employee because of lawful activity on behalf of, or membership in, the Office and Professional Employees International Union Local 8, in accordance with applicable law.

7.30.26 TA

Section 15.2 EQUAL EMPLOYMENT OPPORTUNITY

The Employer and the Union agree that they shall not unlawfully discriminate against or harass any employee or applicant for employment in matters of hiring, training, promotion, transfer, layoff, discipline, or discharge on the basis of any characteristic protected by applicable federal, state, or local law.

Protected characteristics include, but are not limited to, race, color, sex, gender, gender identity or expression, sexual orientation, national origin, ancestry, age, religion or creed, marital status, parental or family status, pregnancy or related conditions, genetic information, disability (sensory, mental, or physical), veteran or military status, use of a trained service animal, political ideology or lawful political activity, and any other status protected by law.

ARTICLE 16 SEVERABILITY

7.30.26 TA

This Agreement shall be subject to all applicable federal, state, county, and city laws; executive orders; and lawful rules and regulations of governmental authorities.

If any provision of this Agreement is determined to be invalid or unlawful by a court of competent jurisdiction or by operation of law, such provision shall be deemed modified or superseded to the extent necessary to comply with applicable law, and shall remain in effect only for so long as such law is in force.

All remaining provisions of this Agreement shall continue in full force and effect.

The Employer and the Union agree that terms and conditions of employment shall be administered in a manner consistent with applicable law.

ARTICLE 17 SUCCESSORS

7.30.26 TA

In the event of a sale, merger, consolidation, or other transfer of ownership or control of the Employer, the Employer shall provide notice to the Union and affected bargaining unit employees as soon as practicable, consistent with applicable law and confidentiality obligations.

Upon request by the Union, the Employer and the Union shall meet to bargain over the effects of such transaction on bargaining unit employees, as required by law.

Nothing in this Article shall be construed to require the Employer to bargain over the decision to sell, transfer, or otherwise dispose of its business.

ARTICLE 18 GRIEVANCE/ARBITRATION PROCEDURE

CCL

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

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

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

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

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

2.27.26 LCS proposal
7.30.26 Union DECLINES; counterproposal
8.21.26 LCS counterproposal

Section 18.1 GRIEVANCE PROCEDURE

A grievance is defined as a dispute arising between the Union and the Employer concerning the interpretation, application, or alleged violation of this Agreement.

The parties shall make a reasonable effort to resolve disputes informally prior to the filing of a written grievance. **The parties may communicate and attempt to resolve grievances by email or other written communication, and a meeting shall not be required unless requested by either party**. All time limits set forth in this Article may be extended by mutual written agreement of the parties.

Step 1. Within fourteen (14) calendar days of the date the employee or Union knew or reasonably should have known of the event giving rise to the grievance, the employee and Union Representative shall submit a written grievance to the employee’s Supervisor and Human Resources.

The written grievance shall identify the specific facts and provisions of the Agreement alleged to have been violated. The employer shall provide a written response within fourteen (14) calendar days from the date the written grievance is submitted by the Union.

The Supervisor, grievant, and Union Representative may ~~shall~~ meet within fourteen (14) calendar days of receipt of the grievance **at the request of either party** ~~, if mutually agreed upon,~~ in an effort to resolve the matter. **If a meeting is requested, the requesting party shall coordinate the date and time of the meeting. If the meeting is scheduled to occur after the Employer's written response would otherwise be due, the Employer's response shall instead be due within fourteen (14) calendar days following the meeting. If the meeting occurs before the existing response deadline, the existing response deadline shall remain unchanged unless extended by mutual written agreement.** ~~The Supervisor shall provide a written response within fourteen (14) calendar days following the meeting.~~

A meeting shall not otherwise be required to proceed with the grievance process.

~~The grievance meeting shall not be required to proceed with the grievance process and will not impact the timeline for the employer to respond to grievance.~~

Step 2. If the grievance is not resolved at Step 1, the Union may submit the grievance in writing to the first-level Director and Human Resources Business Partner or designee within fourteen (14) calendar days of receipt of the Step 1 response.

The Employer shall provide a written Step 2 response within fourteen (14) calendar days of receipt of the Step 2 grievance~~, if mutually agreed upon,~~**.** A meeting may ~~shall~~ be held **at the request of either party** and shall be attended by the grievant, Union Representative, and Employer representatives. ~~The Employer shall provide a written response within fourteen (14) calendar days following the meeting.~~ **If a meeting is requested, the requesting party shall coordinate the date and time of the meeting. If the meeting is scheduled to occur after the Employer's written response would otherwise be due, the Employer's response shall instead be due within fourteen (14) calendar days following the meeting. If the meeting occurs before the existing response deadline, the existing response deadline shall remain unchanged unless extended by mutual written agreement.**

A meeting shall not otherwise be required to proceed with the grievance process.

~~The grievance meeting shall not be required to proceed with the grievance process and will not impact the timeline for the employer to respond to grievance.~~

Step 3. If the grievance is not resolved at Step 2, the Union may submit the grievance in writing to the next-level Director and Human Resources Business Partner or designee within fourteen (14) calendar days of receipt of the Step 2 response.

The Employer shall provide a written Step 3 response within fourteen (14) calendar days of receipt of the Step 3 grievance. A meeting may ~~shall~~ be held **at the request of either party** and shall be attended by the grievant, Union Representative, and Employer representatives. ~~The Employer shall provide a written response within fourteen (14) calendar days following the meeting.~~ **If a meeting is requested, the requesting party shall coordinate the date and time of the meeting. If the meeting is scheduled to occur after the Employer's written response would otherwise be due, the Employer's response shall instead be due within fourteen (14) calendar days following the meeting. If the meeting occurs before the existing response deadline, the existing response deadline shall remain unchanged unless extended by mutual written agreement.**

A meeting shall not otherwise be required to proceed with the grievance process.

~~The grievance meeting shall not be required to proceed with the grievance process and will not impact the timeline for the employer to respond to grievance.~~

Step 4 – Mediation or Arbitration. If the grievance is not resolved at Step 3, the Union may submit the grievance to binding arbitration. By mutual agreement, the parties may instead request mediation through the Federal Mediation and Conciliation Service (FMCS).

The request for mediation or arbitration must be made within fourteen (14) calendar days of receipt of the Step 3 response. If mediation is attempted and does not resolve the grievance, either party may proceed to arbitration within fourteen (14) calendar days of the mediation session.

Section 18.2 ARBITRATION PROCESS

7.30.26 TA

Section 18.2 (a) Arbitration Request

Within fourteen (14) calendar days of a written request for arbitration, the parties shall request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service.

The arbitrator shall be selected by alternately striking names from the list until one name remains. The party to strike first shall be determined by a coin toss.

CCL

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

2.27.26 LCS proposal

7.30.26 Union DECLINES; retain CCL

8.21.26 LCS counterproposal

Section 18.2(b) Arbitration Scope

~~Arbitration shall be limited to the issues raised and processed through Step 3 of the grievance procedure.~~

The scope of arbitration shall be limited to the issues raised and processed through Step 3 of the grievance procedure. Evidence and arguments related to those issues may continue to be raised or exchanged prior to arbitration.

7.30.26 TA

Section 18.2(c) Arbitrator Authority

The arbitrator shall have authority to determine the arbitrability of the grievance and to issue a written decision and award. The arbitrator shall have no authority to add to, subtract from, modify, or disregard the terms of this Agreement.

The arbitrator's decision shall be final and binding on the Employer and the Union, subject to applicable law.

7.30.26 TA

Section 18.2(d) Arbitration Expenses

The fees and expenses of the arbitrator shall be shared equally by the parties. Each party shall be responsible for the costs of its own representatives and witnesses.

7.30.26 TA

Section 18.2(e) Arbitration Time Limits

The time limits in this Article shall be strictly observed unless extended by mutual written agreement. Failure by either party to meet a required deadline shall result in the grievance being considered resolved in favor of the party that complied with the procedure.

7.30.26 TA

Section 18.3 INFORMATION SHARING

The Employer and the Union agree to make available to each other relevant information reasonably necessary for the processing of grievances. The arbitrator shall have authority to enforce this provision by requiring the production of documents or other evidence.

ARTICLE 19 PICKET LINES, NO STRIKE, NO LOCKOUT

7.30.26 TA

During the term of this Agreement, the Union agrees that it will not call, authorize, or engage in any strike, work stoppage, slowdown, or other interruption of work. The Employer agrees that it will not engage in any lockout during the term of this Agreement.

Nothing in this Article shall be construed to limit employees' rights under applicable law.

ARTICLE 20 HEALTH & SAFETY

7.30.26 TA

Section 20.1 GENERAL

The Employer retains responsibility for maintaining a safe and healthy workplace and agrees to comply with all applicable federal, state, and local workplace health and safety laws, regulations, and standards.

7.30.26 TA

Section 20.2 SAFETY COMMITTEE

The Employer maintains a Safety Committee to address workplace health and safety matters.

Bargaining unit employees are encouraged to volunteer to participate on the Safety Committee. The Employer will make reasonable efforts to include bargaining unit representation on the committee; however, participation shall not be contingent upon a minimum number of bargaining unit members.

Employees who wish to attend Safety Committee meetings must obtain prior approval from their supervisor to ensure adequate staffing levels and operational coverage. Approval shall be based on program needs and may be denied where necessary to maintain safe staffing and service delivery.

Employees who attend Safety Committee meetings during their regularly scheduled work hours shall be compensated at their regular rate of pay. Attendance at Safety Committee meetings outside of an employee's regularly scheduled work hours shall not be considered compensable time.

Safety Committee meeting minutes will be posted in a location accessible to all employees, consistent with applicable confidentiality and privacy requirements.

7.30.26 TA

Section 20.3 INFECTIOUS DISEASES

Employees shall be permitted to use paid work time to receive required testing, screening, or inoculations for tuberculosis, hepatitis, or other communicable diseases when such testing or inoculation is job-related or required by the Employer or applicable law.

ARTICLE 21 LABOR MANAGEMENT COMMITTEE

7.30.26 TA

Section 21.1 PURPOSE AND STRUCTURE

The Labor-Management Committee is established to promote effective communication between the Employer and the Union, to discuss workplace issues and concerns, and to exchange ideas intended to improve operations, working relationships, and communication.

The Committee shall meet at least quarterly at a mutually agreed-upon time. Either party may request a meeting, and any requested meeting shall be scheduled no later than thirty (30) calendar days following receipt of the request.

Committee meetings shall be scheduled for one (1) hour unless otherwise mutually agreed.

Section 21.2 PARTICIPATION AND ADMINISTRATION

Each party may designate up to three (3) representatives to attend Committee meetings, unless otherwise mutually agreed.

Appropriate resource persons may attend meetings for specific agenda items as requested or required.

Resource persons shall not be considered Committee members.

Participation by bargaining unit employees in Committee meetings shall be considered time worked.

Meetings shall take place only if either party submits an agenda no later than one (1) week prior to the scheduled meeting.

ARTICLE 22 CLASSIFICATIONS AND MINIMUM RATES OF PAY

7.30.26 TA

All employees covered by this Agreement shall be paid no less than the minimum hourly rates set forth in Article 13 and the applicable salary schedule.

The rates established by this Agreement are minimum rates only. The Employer may, at its discretion, pay employees at rates above the contractual minimums.

ARTICLE 23 TERMINATION AND RENEWAL

This Agreement shall be effective **September 1, 2026**, and shall remain in full force and effect through August 31, 2029.

The Agreement shall automatically renew from year to year thereafter unless either party provides written notice to the other of its intent to terminate or modify the Agreement at least sixty (60) days prior to the expiration date.

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