

Agreement between
SEIU Healthcare 1199NW and Catholic Community Services
Northwest

***Catholic Community Services
Northwest***

2018 - 2021 Contract



SEIUHealthcare®
United for Quality Care

Collective Bargaining Agreement
Between



Catholic
COMMUNITY
Services

NORTHWEST

And



SEIUHealthcare®
United for Quality Care

SEIU Healthcare 1199NW

July 1, 2018 – June 30, 2021

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PREAMBLE

This Agreement is made and entered into by and between the Corporation of Catholic Community Services of Western Washington, A Corporation Sole, doing business as Catholic Community Services of Western Washington - Northwest hereinafter referred to as "Employer" "Agency" or "CCS" and SEIU Healthcare 1199NW, hereinafter referred to as the "Union".

The purpose of this Agreement is to achieve and maintain harmonious relations between Catholic Community Services of Western Washington - Northwest and the Union, to provide for equitable and peaceful adjustment of differences which may arise, and to set forth the understandings reached between the parties with respect to wages, hours of work, and other conditions of employment for employees of the Agency who are represented by the Union as set forth herein.

The Employer and the Union are committed to a collective bargaining relationship that strives to maximize compensation for employees covered by this Agreement within program funding, provides a high quality work environment, enhances an ongoing relationship of trust and respect and acknowledges the limitations imposed by state and program funding.

In accordance with the provisions of the National Labor Relations Act and regulations promulgated pursuant thereto, and in consideration of the mutual covenants contained therein, the parties agree as follows:

ARTICLE I – RECOGNITION AND BARGAINING UNIT

Section 1.1 – Recognition

The Employer recognizes the Union as the sole and exclusive bargaining representative for all bargaining unit employees.

Section 1.2 – Bargaining Unit

The bargaining unit to which this Agreement is applicable shall be all regular full-time and, part-time employees, , flexible and variable staff in the clinical, clerical, attendant and support service classifications of the Agency; but excluding managerial employees, supervisors, confidential employees, independent contractors, guards, temporary employees, and staff paid at a percentage of fee collected, and with no more than 5 FTE's at any given time.

Section 1.3 – Union Philosophy

The Employer and its agents recognize that the Union is a democratic organization dedicated to providing employees with effective representation in their dealings with their Employer and to the advancement of the social, economic, and political interest of the working class.

ARTICLE II – MANAGEMENT RIGHTS

The Union and its members recognize that the Employer is a Roman Catholic organization committed to providing social services within the framework of Catholic principles, and social teachings as articulated by the Catholic Church and integrated into the Catholic Community Services of Western Washington Mission Statement and Service Philosophy and to contribute to the development of those teachings and principles through its approach to emerging social problems and issues.

The Employer, on its own behalf and on behalf of the Catholic Archbishop of Seattle, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Washington and of the United States.

The exercise of these powers, rights, authority, duties and responsibilities of the Employer, in adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Washington and of the United States.

The Union recognizes that the Employer retains the exclusive right to adopt policies, rules, regulations and practices and to direct, control and schedule its operations and workforce. It is further recognized that the Employer retains the exclusive right to direct, control and schedule its operations and workforce and to make any decisions affecting its business operation, whether or not specifically mentioned herein and whether or not heretofore exercised.

Because of the flexibility necessary to operate the Agency, management has the right to use any designated non-bargaining unit personnel to perform bargaining unit work on an emergency basis. However, there may be certain situations that arise that would not fall under the definition of emergency, in which case the Employer will request an exemption from the Union. The exercise of this right shall not, however, affect the scope of the bargaining unit, as described in Article I, Section 1.2, of this Agreement.

ARTICLE III – APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION

Section 3.1 – Negotiations

It is agreed that matters appropriate for negotiation between the Employer and the Union are personnel matters affecting wages, hours and working conditions defined by the National Labor Relations Act and corresponding regulations.

Section 3.2 – Consultation

The parties agree that policies and procedures relating to wages, hours and working conditions, not covered under Section 3.1, above are appropriate matters for consultation and comment by either party.

Section 3.3 – New Classifications

The Employer agrees to notify the Union, in writing, at least fourteen (14) calendar days prior to the implementation of the establishment of any new or changed bargaining unit classifications and associated wages (including, but not limited to, any pay increases for additional job duties under Article 23), unless such notice is affected by unforeseen external limitations. The employer shall provide position description and proposed rate of pay. Should the Union disagree with the Employers assigned wage, the union will notify the Employer within seven (7) calendar days, or the Employer will move forward with posting the new job. The Employer further agrees to negotiate with the Union all wages and hours of the new or changed classification(s). The Employer agrees to fill the new classifications according to the job bid procedure contained in this Agreement. In the event the Employer and the Union cannot reach agreement on appropriate wages and hours for the new or changed classification(s) it will be referred back to the CCS Human Resources Group for reconsideration. Should the Union not agree with the final Human Resources

decision the parties will request the assistance of a Mediator from the Federal Mediation and Conciliation Service to assist them in their efforts.

Section 3.4 – Labor/Management Committee

Section 3.4.1 – Structure

The committee shall meet on a monthly basis, (subject to Section 3.4.5 – Negotiations) with the yearly schedule determined at the December meeting of the preceding year. The committee shall consist of up to seven (7) representatives of the Union designated by the Union and up to seven (7) representatives of the Employer (always including a Human Resources Representative) designated by the Employer. The committee will operate under the guidance of co-chairs, one to be selected by the Employer and one by the Union. The co-chairs will be responsible for sending an agenda for the meeting to the full committee at least five (5) days prior to the meeting date. Every effort will be made to ensure representation on this committee from each geographic area of CCSNW. Union representatives on this committee who are employees of CCSNW shall receive all pay and other compensation including travel time and mileage they would normally receive for any work covered by this Agreement.

Section 3.4.2 – Purpose

The purpose of the Labor/Management Committee shall be advisory only and shall be to foster improved communication between the Employer and the bargaining unit employees and to provide another forum for employee input. The function of the committee shall be to address issues of mutual concern.

The Labor/Management Committee will evaluate existing tools and processes, as well as discuss new ideas, to develop the most effective process to address workload and/or caseload issues of mutual concern.

The Labor/Management Committee will recommend whether any parameters regarding flexible staff shall be made. The Labor/Management Committee will evaluate the name, job title, work location, hours per month, referral based program title, percentage of flexible staff within the bargaining unit, and any other data related to referral based staffing, to this end.

The Committee may also review Bargaining Unit Job Classifications with the intent to educate and inform future negotiations so that substantially similar jobs will be compensated equitably and fairly.

Section 3.4.3 – Relationship to Grievance/Conflict Resolution Procedure

The Labor/Management Committee shall not be used to supplant the Grievance/Conflict Resolution Procedure. The Union retains its rights to bring issues through the Grievance/Conflict Resolution Procedure either in lieu of or in addition to discussing them in the Labor/Management Committee.

Section 3.4.4 – Relationship to Collective Bargaining Agreement

In the event a decision is reached by the Labor/Management Committee to recommend adjustment of any provision contained in this Agreement, said recommendation shall not become effective until approved by the Union Representative and the Regional Chief of Operations/designee. Any changes to this Agreement which are approved by both the Union and the Agency shall be reduced to writing and attached as a memorandum of understanding.

Section 3.4.5 – Bargaining Unit Retention

The Employer will share with the Labor/Management Committee co-chair data on bargaining unit turnover each quarter.

Section 3.4.6 – Negotiations

The Labor/Management Committee shall not meet while any Section of this Agreement is open for negotiations, unless both parties agree there is a need to address a specific situation that is not applicable to, or could be handled more efficiently outside of a bargaining session.

ARTICLE IV – CONDITIONS OF EMPLOYMENT

Section 4.1 – Non-Discrimination

The Employer and the Union agree that there shall be no discrimination against any employee or applicant because of Union membership or activity, race, color, creed, religion, gender, sexual orientation, gender identity, political affiliation, age, marital status, national origin, disabled veteran status, Vietnam Era Veteran status or the presence of any sensory, mental or physical disability provided that the job duties may be performed efficiently by an individual without danger to the health or safety of the person with the disability or others.

Section 4.2 – Introductory Period

All newly hired employees will be on an introductory period for the first 90 calendar days in their new position. Employees in the introductory period are covered by this agreement but may be terminated without the Employer showing just cause. Under circumstances where the employer has not had sufficient time to evaluate the employee's performance or where the supervisor feels an extension would be helpful to the employee and/or the Agency, the introductory period may be extended up to ninety (90) calendar days. Should an introductory period be extended, the supervisor will be required to complete an introductory period extension form. Copies of this form will be forwarded to the Union. Extensions may be granted by the Director of Human Resources. Regular status shall be granted after successful completion of the introductory period.

Section 4.3 – Review Period: Promotions & Transfers

All newly promoted and transferred employees will be on review period for the first 60 calendar days in their new position. Upon receiving a satisfactory performance evaluation after 60 days of employment, the review period is completed. Regular employees who are on review because they have been promoted or transferred to a new job, and who experience performance related problems, specific to their new position, will return to their former position.

Section 4.4 – Review Period: Rehire of Laid Off Employees

All employees returning to work from a layoff, that are placed in a new position, will be on a review period for the first 60 calendar days in their new position. Employees who are on review and have returned from a lay off status and who experience performance related problems specific to their new position may be placed back on lay off status.

Section 4.4.1 – Return to Former Position from Lay-Off

Employees returning to their former position and have been on lay-off status for six months or more will receive an orientation to their former position. Employees who experience performance related problems may be subject to Section 22.2 – Disciplinary Action.

ARTICLE V – DEFINITIONS

Section 5.1 – Regular Employee

The term “regular employee” or “regular employees” as used in this Agreement shall be construed to include all persons employed by the Agency who are members of the collective bargaining unit and have completed their introductory period.

Section 5.2 – Full-Time Employee

The term “full-time employee” as used in this Agreement shall be construed to mean employees who are scheduled to work a full workweek of 37.5 hours on a regular basis.

Section 5.3 – Part-Time Employee

The term “part-time employee” as used in this Agreement shall be construed to mean employees who are scheduled to work less than a full workweek of 37.5 hours, on a regular basis.

Section 5.4 – Temporary Employee

The term “temporary employee” as used in this Agreement shall be construed to mean employees or individuals used through a staffing/temp agency who are exempt from the bargaining unit and who work either full or part time for a period not to exceed six (6) months and who, prior to the commencement of actual work, have executed a written statement acknowledging such duration of employment.

No temporary employee will be used to perform bargaining unit work if any qualified full-time or part-time employee who have either had their hours reduced or their position eliminated make themselves available for temporary assignments. If no qualified full-time or part-time employee is available and willing the employer reserves the right to use an individual from a temporary agency for no more than six (6) months. Temporary Employees shall not be used to perform bargaining unit work, unless covering for a bargaining unit employee on leave. In addition, regular full or part-time employees, flexible or variable employees that express an interest in taking a temporary assignment/position will have the opportunity to apply for the temporary assignment/position and will be eligible for all benefits and other rights as indicated in the Bargaining Unit Agreement should the position be awarded to them and shall remain members of the bargaining unit. In the case where a regular full or part-time employee is awarded a temporary position, once that temporary position ends, the employee will be returned to their former or equivalent position without loss of seniority or any other rights and benefits.

Section 5.5 – Introductory Employee

The term “introductory employee” as used in this Agreement shall be construed to mean individuals who are employed by the Agency but have not successfully completed their introductory period as required by Section 4.2 of Article IV of this Agreement.

Section 5.6 – Flexible Staff

The term “flexible” as used in this agreement shall be construed to mean employees who work schedules with at least 20 hours per week but not more than 37.5 hours per week.

Section 5.7 – Variable Staff

The term “variable” as used in this agreement shall be construed to mean employees who work schedules with no commitment to a set number of hours per week and based on Employer needs.

Section 5.8 – Health and Welfare Benefits Standard

New Hire Benefit Eligibility – Employees who are expected to work 20 or more hours per week will be enrolled within 60 days, coincident with their hire date, or the first of the month following completion of 60 days.

Variable employees, who work an average of twenty (20) hours or more per week during a three- (3) consecutive month measurement period and after a one month administrative period will be offered enrollment and continued on the plan for a four (4) month stability period.

Section 5.9 – Classifications

For the purposes of this Collective Bargaining Agreement, the term Classification shall be defined as positions similarly titled with comparable duties.

ARTICLE VI – UNION REPRESENTATION

Section 6.1 – Union Delegates

Delegates shall be allowed to leave their place of work, and shall suffer no loss of pay, after securing approval of their immediate supervisor, in order to be present with and represent any member, at the member’s request, during disciplinary and/or investigatory discussions between the member and the supervisor or other representatives of the Employer.

Section 6.2 – Work Site Visitation

Visitation rights shall be granted to designated representatives of the Union to visit with employees in the Bargaining Unit for purposes of grievance investigation and/or general information, provided that, such visits do not unduly interrupt either the work of the employees visited or the delivery of services to clients of the Agency. The visiting representative shall give prior notification to the Regional Chief of Operations/designee or his/her Designee of his/her arrival.

Section 6.3 – Release Time

Staff selected by the Union to participate during mutually agreed times with the Employer in grievances, conferences or meetings, shall suffer no loss of pay as a result of such participation.

In addition, staff selected by the Union to participate in Union trainings (such as, but may not be limited to, conflict resolution, Labor-Management, bargaining, health and safety, and health and welfare) will be required to give adequate notice of the request to their supervisor for approval.

The Union and the Employer have a mutual interest in attaining higher standards, funding and benefits for our industries from the State and Federal government. To this end, the Union and the Employer will coordinate the release of Union members from work in order to attend joint advocacy events, for the purpose of industry improvements. The Union and the Employer agree to communicate about developing a joint-advocacy message.

The Employer will make every reasonable effort to accommodate the request for the release of staff. The Union will provide as much notice as possible.

To this end, the parties agree that the Employer shall create a pool of fifty (50) paid leave days which shall be designated "Advocacy Days" for use during the life of this Agreement. For purposes of determining the pay an employee shall receive for an Advocacy Day, pay shall be at the regular rate of pay. Time spent on an Advocacy Day shall not be construed as "time worked" for purposes of Overtime Pay. Advocacy Days will generally be taken in full-day increments, unless the parties agree to pro-rate the use of Advocacy Days in hourly increments for events taking less than one full day. Release time for both Union and employer-initiated advocacy events shall count towards the pool of Advocacy Days.

The pool of Advocacy Days shall be replenished (e.g. 50 days) upon ratification of a successor agreement that is at least two (2) years in length.

Section 6.4 – Bulletin Board

The Employer shall provide an agreed upon bulletin board at each work location/facility for use by the Union. Delegates will be responsible for the posting and removal of Union bulletins.

Section 6.5 – Distribution and Introduction of Agreement

During the orientation of new employees, the Employer shall provide the Union or designee with up to one hour, to introduce this Agreement to new employees. The Employer shall distribute a copy of this Agreement to all newly hired employees at the time of hiring. The Employer and Union agree to split the printing cost.

ARTICLE VII – UNION MEMBERSHIP AND CHECK OFF

Section 7.1 – Maintenance of Membership

Each employee subject to this Agreement who is or becomes a member of the Union in good standing shall, as a condition of continued employment maintain membership in the Union in good standing during the period of the Agreement.

Section 7.2 – New Employees

Employees hired on or after July 18, 1986, shall, as a condition of employment, become and remain members of the Union, thirty-one (31) days after the date of hire. As an alternative to joining the Union,

employees may choose to not join the Union but instead pay a representation fee to the Union equivalent to the established fees and dues structure set by the Union.

Section 7.3 – Notification of New Hires/Terminations/Promotions & Transfers

The Employer shall notify the Union of all new hires/terminations/promotions and transfers within thirty (30) working days of the employment action.

Section 7.3.1 – Bargaining Unit Roster

Quarterly, the Union shall receive a list of all current employees covered by this Agreement, which shall include each employee's name, home address, home and cell numbers, personal and work email addresses, work locations, department, employee identification number, hourly rates of pay, and hours status. This list will include all employees newly hired, rehired, reinstated, transferred into or out of the bargaining unit, transferred between departments, promoted, reclassified, downgraded, placed on or recalled from layoff, separated (including retirement), and added or deleted from the bargaining unit.

At the time of hire the Employer will notify the new hire of the terms and conditions of this Article.

Section 7.4 – Dues Deduction

The Employer shall deduct Union dues or representation fees from the pay of any employee who authorizes such deductions in writing pursuant to law. The Employer shall transmit all such funds to the Treasurer of the Union on a monthly basis.

The Employer shall deduct health care leadership fund (HLF) contributions from the pay of each member of the Union who voluntarily executes a wage authorization form, and shall transmit such funds to the Union each month. This authorization will remain in effect until revoked by the employee, in writing, to both the Union and the Employer.

Section 7.5 – Hold Harmless

The Union shall hold the Employer harmless from all claims asserted and law suits commenced by, or on behalf of, employees due to action taken by the Employer in compliance with this Article. The Union shall have the right to designate an attorney who may assist in the defense of any suit brought against the Employer as a result of these provisions.

ARTICLE VIII – PAYROLL DEDUCTIONS

Section 8.1 – Authorized Deductions

Payroll deductions shall be authorized by the employee for Union dues/representation fees, those deductions required by law, ordered by a court, and other deductions.

Section 8.2 – Union Payments

Payroll deduction authorization forms shall be submitted to the Employer from the Union showing the amounts to be deducted and the employee's signature.

Section 8.3 – Pay Advance

Employees who are regularly paid one time per month may request and receive one (1) advance on their monthly pay not to exceed the amount earned by the employee for that month at the time of the request; or up to the amount of vacation accrual they have on the books to cover the requested pay advance. This type of advance requires the approval of the employee's immediate supervisor and the Finance Director. Requests must be received in payroll one (1) working day prior to the date the employee expects to receive the advance. Repayment shall be negotiated at the time of the advance, but if there is not a mutually agreeable repayment plan then the repayment shall be made over the course of the next four (4) pay checks, divided evenly as much as possible between the four (4) paychecks. Employees will be required to complete and sign the Payroll Advance Request Form as authorization for the employer to make requested repayment deductions. Employees who are regularly paid on a bi-monthly basis will be limited to no more than three (3) payroll advance requests per calendar year. Employees cannot have more than one (1) outstanding pay advance at one time.

ARTICLE IX – SUBCONTRACTING

The parties agree that during the life of this agreement there shall be no subcontracting of bargaining unit work, unless agreed upon by the Union.

ARTICLE X – HOURS OF WORK AND OVERTIME

Section 10.1 – Hours of Work

Full-time employees of Catholic Community Services of Western Washington - Northwest are scheduled to work at least 37.5 hours per week.

Section 10.2 – Meals and Rest Periods

- A. Meal periods - Employees are eligible for a meal period if they are scheduled to work at least five hours. This meal period should begin no less than two hours or more than five hours from the beginning of the shift.
- B. Rest Periods - Employees are eligible for a rest period of no less than fifteen (15) minutes for every four (4) hours worked.

Section 10.3 – Overtime Pay

Section 10.3.1 – Compensatory Time Off for Exempt Employees

Exempt employees may be granted compensatory time ("comp time") off after working forty (40) hours in a work week if the following conditions are met:

1. Employees must receive the approval of the supervisor prior to working the extra time if they would like to receive "comp time" for it.
2. The use of "comp time" must be approved in advance by the employee's supervisor.

Section 10.3.2 – Overtime Provisions for Non-Exempt Employee

Non-exempt employees can be paid on either a salaried or hourly basis. Regulations and calculations of overtime for Non-Exempt Employees are:

1. Supervisors must approve overtime for non-exempt employees before it occurs.
2. All non-exempt employees are entitled to receive overtime pay at a rate of one and one-half (1 ½) times their regular rate of pay after forty (40) hours of work in a work week.
3. The regular rate for an employee paid solely on an hour rate is the employee's hourly rate. For an employee who is paid a salary for a specified number of hours per week, the regular rate is obtained by dividing the salary by the total hours worked each week. If a salary is paid on other than a weekly basis, the weekly pay must be determined in order to complete the regular rate and overtime pay.
4. On-Call Duty – When employees are paid a nominal fee for any time they are “on-call”, these payments must also be added to the weekly wage for which overtime is being computed, and the new total divided by the hours worked in the work week to determine the regular rate.
5. A work week within Catholic Community Services of Western Washington begins at 12:00 a.m. on Sunday and ends at 11:59 p.m. on Saturday.
6. For calculation of overtime, each work week stands alone. Therefore, there can be no averaging of two or more work weeks when calculating whether an employee must be compensated for overtime.
7. Overtime wages are due on the regular pay day for the pay period covered.
8. Employees will be allowed to hold the equivalent of only one full-time position at any time within the Catholic Community Services of Western Washington system. This policy applies even if an employee is working part-time for more than one program and/or more than one Regional Agency.
9. The Employer will make every reasonable effort to assure that “flexing” an employee's hours is not solely to avoid overtime.

ARTICLE XI – WORKING CONDITIONS

Section 11.1 – Maintenance, Review and Access to Personnel and Medical Files

An employee shall have direct access to and/or copies of their files outlined in this section, and are encouraged to review them periodically. Requests for copies shall be granted within three (3) working days.

Employee's personnel files will be maintained in the Human Resources Department. To ensure that employee personnel files are up-to-date at all times, employees should notify their supervisor and Human Resources Department of any changes in name, telephone number, home address, marital status, beneficiary designations, individuals to notify in case of an emergency and any other relevant information. Each employee or his/her designated Union representative may review the contents of his/her personnel file at reasonable intervals, by contacting their Human Resources Department to schedule an appointment. An employee must provide written consent to the Employer before disclosure and/or copies of his/her written record will be made or released to a designated Union representative.

Confidential medical information pertaining to the employee is maintained and secured in a locked file and kept completely separate from the employee personnel file. Access to employee medical and personnel files is limited to the employee and supervisory staff for information about necessary restrictions of the work or duties of an employee and associated accommodations, if any; first aid and safety personnel if employee might require emergency treatment or special procedures in the case of fire or evacuation; Government

officials investigating compliance with the ADA and other Federal and State laws, and Worker's Compensation offices in accordance with Washington State Worker's Compensation laws.

Employees shall have the right to respond in writing to all additions to their personnel file. Such additions shall be made a part of the file. No separate official personnel file shall be maintained other than the one subject to employee inspection.

Original Personnel Files will not be removed from the Human Resources Office, except for the purpose of an authorized audit or for employee review.

Section 11.2 – Required Health Certificates, Personal Safety, & Containment Training

If required by the Employer, Tuberculosis Tests, AIDS Training, First Aid Training, and Cardio-Pulmonary Resuscitation Training will be either arranged for, or provided by, the Employer. Payment for Food Handler permits will be reimbursed by the Employer upon presentation of a copy of the permit by the employee.

If the training is considered a condition of employment, employees who are scheduled for but do not attend an employer sponsored training, will be required to secure their own training and bear the expense, unless program needs as determined by the Supervisor prevents employee from attending.

Section 11.3 – Travel

Reimbursement for mileage will be paid at the current Internal Revenue Service Rate per mile to all employees who are assigned to conduct Agency business in their own vehicles when Agency vehicles are not available for such use.

Section 11.4 – Work Schedules

No less than two (2) weeks' notice shall be provided in writing for Employer-initiated work schedule changes. Additional transition time may be granted on a case-by-case basis. Programs posting work schedules will do so two (2) weeks in advance of their effective dates.

Section 11.5– Flexible Work Arrangements

Employees may be permitted to arrange for an alternative work schedule to allow more flexibility in connection with performing their position responsibilities and balancing their personal lives. Employees interested in arranging flexible schedules should confer with their immediate supervisor to assess the viability within their service unit, or any emergent needs. Requests for Flexible Work Schedules, with a statement of the proposed schedule, rationale, impact, if any, on other staff and service delivery along with supervisory comments and approval/disapproval will be given to the Agency Director/designee for final decision.

Section 11.6 – Job Share Program

It is agreed that Catholic Community Services of Western Washington-Northwest will offer a Job Sharing Program as specifically outlined in the job share guidelines. It is further understood that job sharing is an option not an entitlement. Needs of the program will determine whether job sharing is a viable option and the program manager will determine this. Employees interested in participating in the job share program can pick up complete job share packets at the Human Resources Office.

Section 11.7 – Job Descriptions

The Employer shall furnish each new hire with a current job description at the time of hire, or upon assumption of a new position within the Agency. At least annually, the Employer shall review the job description with the employee to assure the job duties appropriately reflect the work being performed. The employee may request that their job description be reviewed if the employee believes it no longer reflects the work being performed.

Section 11.8 – Bargaining Unit Work

In addition to the understanding contained in the Management Rights clause of this Agreement, the parties agree that no non-bargaining unit person shall take the place of bargaining unit members so as to deprive that employee of employment with the Agency.

Section 11.9 – Workplace Violence

The Employer and the Union are concerned about the increased violence in society, which has also filtered into many workplaces throughout the United States, and has taken steps to help prevent incidents of violence from occurring at CCS facilities. In this context, it is the policy of the Employer and the Union to expressly prohibit any acts or threats of violence by any CCS employee against any other employee in or about CCS facilities or elsewhere at any time. The Employer and the Union will not condone any acts or threats of violence against CCSWW employees, clients\customers, or visitors on CCS premises at any time or while they are engaged in business with or on behalf of CCS, on or off CCS premises.

In keeping with the spirit and intent of this Article, and to ensure that the Employer and the Union's objectives in this regard are attained, it is the commitment of the Employer and the Union:

1. To provide a safe and healthful work environment, in accordance with the CCS safety and health policy.
2. To take prompt remedial action up to and including termination, against any employee who engages in any threatening behavior or acts of violence or who uses any obscene, abusive, or threatening language or gestures.
 3. To take appropriate action when dealing with clients/customers, former employees, or visitors to CCS facilities who engage in such behavior. Such action may include notifying the police or other law enforcement personnel and prosecuting violators of this policy to the maximum extent of the law.
 4. To prohibit employees, former employees, clients/customers and visitors from bringing unauthorized firearms or other weapons onto CCS premises.
 5. To establish viable security measures to ensure that CCS facilities are safe and secure to the maximum extent possible.

Any employee who displays a tendency to engage in violent, abusive or threatening behavior, or who otherwise engages in behavior that the Employer and/or the Union, deems offensive or inappropriate will be referred to counseling or other appropriate treatment. Such employees may also be subject to disciplinary action, up to and including discharge.

In furtherance of this Article, employees have a “duty to notify” their supervisors, Human Resources Director and the Union of any suspicious workplace activity or situations or incidents that they observe or that they are aware of that involve other employees that appear to be violent or threatening. This includes, for example, threats or an act of violence, aggressive behavior, offensive acts threatening or offensive comments or remarks. Employee reports made pursuant to this Article will be held in confidence to the maximum extent possible. The Employer and the Union will not condone any form of retaliation against any employee for making a report under this Article.

ARTICLE XII – PAID HOLIDAYS

Employees who work a minimum of 20 hours per week shall be entitled to receive pro-rated paid holidays based on full-time schedule.

Section 12.1 – Holidays

New Year’s Day

Martin Luther King, Jr. Day

President’s Day

Good Friday (1/2 Day) or *Easter Sunday (1/2 Day)

*Easter Sunday (1/2 day) shall be an option only for those employees working in a program operating on a 24/7 basis.

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Day after Christmas

(Note: For calendar year 2016 observance will fall on 12/23 & 12/26)

Two Personal Holidays

TOTAL: 12 ½ days

Section 12.2 – Other Holidays and Scheduling

Other religious holidays may be granted without pay by mutual agreement between the supervisor and the employee.

In the event a holiday falls on a Saturday, the preceding Friday shall be observed as a holiday. If a holiday falls on a Sunday, the succeeding Monday shall be observed.

Employees working in programs operating on a 24/7 basis that are scheduled to work on a holiday will be paid on the day the holiday actually falls, regardless of when the holiday is observed by the Agency.

Section 12.3 – Personal Holiday Scheduling

A personal holiday may be scheduled by an employee after the first 3 months of employment.

The personal holiday shall occur on a date mutually agreed to by the employee and the immediate supervisor.

Personal holidays must be taken within the calendar year or they are forfeited. Personal holidays not used within the calendar year are not eligible for pay out upon separation of employment.

Section 12.4 – Holiday Pay

Employees who work on holidays, as defined in Section 12.1 above, will be paid twice (2x) their normal rate of pay for each hour worked on the shift during which the holiday occurred. Employees who are eligible, but are not scheduled to work on a recognized holiday will be permitted to make arrangements with their supervisor to take another authorized paid day in its place within the pay period.

ARTICLE XIII – VACATION LEAVE

Section 13.1 – Full-Time Employee

All full-time employees shall be entitled to paid vacation in accordance with the following schedule: New accrual calculations begin at the start of each level identified below.

YEARS OF EMPLOYMENT	DAYS
01 - 07	15
08 - 15	20
16+	25

Section 13.2 – Part-Time and Flexible Employees

Part-time and flexible employees, who are scheduled to work 1040 hours or more during the year shall be entitled to receive, paid vacation per the full-time employee schedule prorated as to hours worked.

Section 13.3 – Accrual Calculation and Scheduling

Vacation days are earned from the date of hire in a regular position. Vacation days are not available to employees until they successfully complete their first ninety (90) calendar days of employment. Once eligible, staff are encouraged to utilize accrued vacation in order to maintain a healthy workforce and ensure a high level of client care.

Requests for vacations that extend more than ten (10) working days will require additional program approval.

When scheduling vacations the Supervisor will consider both the efficient operation of the Agency and the wishes of the employee. Vacation time requested after the initial schedule is prepared will be allocated on a "first come" basis. Teams are encouraged to work together to plan vacation requests. The Employer will make an effort to satisfy all requests. In the event two (2) or more requests are submitted for the same time period that cannot be accommodated, the parties are encouraged to collaborate to reach mutually agreeable solution. If a mutually agreeable solution cannot be reached, seniority will be the deciding factor.

Vacation requests will be made with as much notice as possible, and must be approved in advance. Vacations will not be unreasonably denied.

The maximum vacation leave time that employees may have accrued at any time will not exceed one hundred and eighty seven and 1/2 hours (187.5) for full-time employees; the maximum accrual for eligible part-time employees will be pro-rated according to the guidelines above.

Any outstanding vacation balance is payable at termination. Outstanding vacation balance will be paid on the next pay period following termination of employment for any reason.

Section 13.4 – Minimum Chargeable

The minimum vacation taken and charged shall be one (1) hour.

ARTICLE XIV – SICK LEAVE AND OTHER PAID LEAVES

Section 14.1 – Paid Sick Leave

All employees will accrue paid sick leave that is in compliance with the Washington State Paid Sick Leave Law.

Regular Employees Working at Least 20 Hours:

Full-time employees accrue sick leave at the rate of 1.25 days per month of employment Part-time employees working at least 20 hours but less than 37.5 accrue sick leave on a pro-rated basis according to the number of hours worked per pay period.

- Accrual will commence as of the hire date.
- Sick leave can be used, if accrued as of the date of hire.
- Paid sick leave can be used only if it is accrued.
- There is no limit on the amount of sick leave accrued.
- Employees can only carry up to 975 hours of accrued, but not used sick leave from one calendar year to the next.
 - Accrued sick leave hours in excess of 975 hours will be forfeited at the end of each calendar year.
- Employees are not paid for unused sick leave when they terminate their employment with the Agency.
- If an employee is rehired within 12 months of their termination date, their sick leave balance (as of the date of termination) will be reinstated.

Regular Part Time (working less than 20 hours per week) & Temporary Employees:

Employees working less than 20 hours per week and all temporary employees will accrue paid sick leave at a rate of 1 hour for every 30 hours worked.

- Accrual will commence as of the date of hire.
- Any accrued sick leave can be used beginning on the 90th calendar day after the employee's hire date.
- Paid sick leave can be used only if it is accrued.
- There is no limit on the amount of sick leave accrued, however, up to 72 hours of accrued, but unused sick leave may be carried over from one calendar year to the next. Any accrued, but unused sick leave above 72 hours will be forfeited at the end of each calendar year.
- Employees are not paid for unused sick leave when they terminate.

- If an employee is rehired within 12 months of their termination date, their sick leave balance (as of the date of their termination) will be reinstated.

Once a separation date is established, if there is a request for use of accrued sick leave during the notice period, a physician's statement may, at the discretion of the supervisor, be required for verifying their illness.

Section 14.2 – Minimum Chargeable

The minimum absence taken and charged as sick leave shall be fifteen (15) minutes.

Section 14.3 – Usage and Conditions

To promote and ensure a healthy workforce and work place, employees are encouraged to use sick leave when appropriate. Employees utilizing protected Washington State Paid Sick Leave hours will not be disciplined for that usage.

Accumulated sick leave can be used for employee illnesses and injuries, as well as employee medical, dental, and optical appointments, including but not limited to surgery, hospitalization, treatment of alcoholism or other substance abuse, pregnancy, or other conditions which disable an employee. All of these may be subject to documentation by a physician, with the intent to ensure employee and employer compliance with applicable state and federal law(s).

Sick leave may also be used for illness, injury, and medical and dental appointments and counseling or therapy sessions of an employee's spouse, child, parent, parent-in-law, grandparent, or any other person living in the household as a member of the immediate family when the employee's presence is considered necessary.

Sick leave may be used for emergency situations as approved by the supervisor and the Director of Human Resources.

Employees using sick leave must notify their supervisor at the beginning of the workday for each day they are absent from work.

In the event an employee has a pattern of regular, excessive, or unusual absences, the Employee maybe required to provide a physician's statement verifying their illness and their ability to return to their position.

Employees who do not use any sick leave for a consecutive three (3) month period are eligible to exchange two (2) days of sick leave for one (1) day off. Employees must receive prior approval before taking the time off. Employees are eligible to take a maximum of two (2) days off per year under this section. Any earned but unused sick leave will not be paid upon termination.

Accumulated sick leave can be used in compliance with the following:

The Washington Family Care Act, the Washington Family Leave Act the Washington Leave for Victims of Domestic Violence, Sexual Assault and Stalking, Washington State Paid Sick Leave Law, and the federal Family Medical and Leave Act [FMLA].

- Under the Washington Family Care Act paid leave can be used for:

- The illness or injury of the employee, including but not limited to surgery, hospitalization, treatment of alcoholism or other substance abuse, pregnancy, or other conditions which disable an employee. All of these may be subject to verification by a physician;
 - To care for an employee's spouse, child, parent, parent-in-law or grandparent, or any other person living in the household as a member of the immediate family when the presence of the employee is necessary as defined under the Washington Family Care Act. This includes care of a child under age 18 with a routine childhood illness or needed preventative care and also to care for an adult child with a disability.
 - Medical or dental appointments and counseling or therapy sessions of the employee or employee's spouse, child, parent or any other person living in the household as a member of the immediate family when the employee's presence is considered necessary.
- Washington Leave for Victims of Domestic Violence, Sexual Assault and Stalking:

For victims, reasonable leave from work is allowed for legal or law-enforcement assistance, medical treatment or counseling. Family members may also take reasonable leave to help a victim obtain needed treatment or services. Leave may be with or without pay. Family members include child, spouse, parent, parent-in-law, grandparent, or person the employee is dating.

- Under the Washington State Paid Sick Leave Law, paid sick leave can be used for:
 - An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, or treatment of a mental or physical illness, injury or health condition; or an employee's need for preventative medical care.
 - To allow the employee to provide care for a family member with a mental or physical illness, injury or health condition; or care for a family member who needs preventative medical care.
 - When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason.
 - An employee is authorized to use paid sick leave for absences that qualify for leave under the Domestic Violence Leave Act.
 - Additional details are available from your local HR Department.

Section 14.4 – Worker's Compensation

Employees who have a work-related injury or disease have a responsibility to immediately report this to their supervisor. Employees who are unable to work and/or seek medical assistance because of a work related injury/disease shall contact the employer designated (Sedgwick) workers compensation administrator/nurse.

Employees who have accrued sick leave may elect to continue receiving full wages by using their sick leave and/or accrued vacation for the period of their disability or until their accrued sick leave and/or vacation runs

out, whichever is first. If employees elect to use their sick leave, they may do so and in addition to any workers' compensation time loss payments they are eligible to receive. The employee may also elect to credit their sick leave account for the value of the workers' compensation time loss payments so that the total of both payments would equal their regular net wages.

Section 14.5 – Bereavement Leave

In the event of a death in the immediate family of an employee, that employee may be granted up to five (5) days off with pay. Immediate family members include but may not be limited to, spouse, child, parent, sibling, step-relative, grandparent, grandchild, mother/father-in-law, daughter/son-in-law, sister/brother-in-law, and any other person living in the household as a member of the immediate family. Two (2) days off with pay of bereavement leave may be taken for close relatives. Close relatives are defined as aunt, uncle, niece, nephew, and cousin. One (1) day off with pay of bereavement leave may be taken for the death of other relatives and friends. An additional three (3) days off with pay may be taken when it is necessary for the employee to travel outside the State of Washington.

Employees who want to take bereavement leave must advise their supervisor as soon as possible and inform him/her of the amount of time needed for the leave.

If additional time is needed by the employee for personal reasons, the employee may request that they be allowed to take vacation leave, accrued sick leave, or leave without pay.

Section 14.6 – Jury Duty

Employees called to jury duty or subpoenaed to attend court in a matter not related to the Agency shall be granted paid leave for the necessary time required.

The employee shall submit a certificate from the Court Clerk indicating the time spent and the amount of compensation received for the service. This amount (excluding mileage and meals paid) shall be deducted from the employee's salary.

Employees shall notify their supervisor of the call to jury duty and when possible, furnish a statement of the anticipated duration of such service.

Section 14.7 – Paid Time Off for: Variable (including substitutes) Staff

All variable hours employees, including substitutes will accrue paid time off (PTO) that is in compliance with the Washington State Paid Sick Leave Law – Paid Time Off provision.

Accrued paid time off will be determined as follows:

1. For every 162.5 hours of paid work time employee receives 7.5 hours of paid time off.
2. Paid time off, once earned, may be used for any purpose.
3. Paid time off must be requested in advance, unless for unplanned illness, and approved by the immediate supervisor.
4. Accrual will commence as of the hire date.
5. Any accrued PTO can be used beginning on the 90th calendar day after the employee's hire date.
6. Paid time off can be used only if it is accrued.

7. There is no limit on the amount of PTO, however, up to 150 hours of accrued, but unused PTO may be carried over from one calendar year to the next. Any accrued, but unused PTO above 150 hours will be forfeited at the end of each calendar year.
8. If an employee is rehired within 12 months of their termination date, their PTO balance (as of the date of their termination) will be reinstated.

ARTICLE XV – OTHER LEAVES

Section 15.1 – Leaves of Absence Without Pay

A leave of absence without pay entitles an employee to immediate reinstatement to the vacated position, or an equivalent position, without loss of seniority. Such leaves will be granted at the discretion of the Regional Chief of Operations/designee, for a period of time not to exceed six (6) months. Employees will only be eligible for one (1) leave of absence without pay every two- (2) years.

Section 15.2 – Extended Leave

When an employee has used all accumulated sick leave and vacation leave and it appears that the employee shall not be able to return to work within the reasonable future, the Regional Chief of Operations/designee may grant an extension of absence without pay, for a period of time not to exceed three (3) months.

Section 15.3 – Industrial Accident/Illness

An employee who is on leave due to a Worker's Compensation injury shall be granted up to eighteen (18) months off to recover from injury and/or illness causing said qualification. Employees will continue to have their normal health and welfare benefits paid for by the Agency for 130 working days.

Section 15.4 – FMLA Qualified Leave

To qualify for family or medical leave, all of the following conditions must be met:

- The employee must have worked for CCS for at least 12 months [52 weeks]. The 12 months need not be consecutive. Separate periods of employment will be counted, provided that the break in service does not exceed seven years [unless the break is due to National Guard or Reserve military service obligations or a written employer agreement stating intentions to rehire]. Any accrued leave taken will count toward the 12 months.
- The employee must have worked at least 1250 hours during the 12 month period immediately before the date when the leave will begin. Hours paid or unpaid while on designated leave will not be counted toward the required 1250 hour total.

Types of Leave Covered

- 1) The birth of a child and in order to care for that child;
- 2) The placement of a child for adoption or foster care and to care for the newly placed child;
- 3) To care for a spouse, child or parent with a serious health condition;
- 4) The serious health condition of the employee; and
- 5) Qualifying exigency leave for families of members of the National Guard and Reserves, when the covered military member is on active duty or called to active duty in support of a contingency operation.

The Employer will follow the provisions of the following:

- Washington State Family Care Act, [RCW 49.12.265; WAC 296-130];
- Family Leave Act, (FLA) [RCW 49.78];
- Leave for Victims of Domestic Violence, Sexual Assault, & Stalking, [RCW 49.76];
- Leave for Spouses of Deployed Military Personnel, [RCW 49.77];
- Washington State Human Rights Commission: Protection from Discrimination, [RCW 49.60/WAC 162.30];
- National Defense Authorization Act for FY 2008; and
- Federal Family Medical Leave Act [FMLA], Revised 1/16/09

Employees may be eligible for an extension of leave of up to three (3) months when the employee's own health condition was the reason the employee requested the health leave.

Section 15.5 – Family Leave (Non-FMLA Qualified)

Employees who have been with the Agency for less than one (1) year or who have not worked at least 1250 hours during the 12 month (52 week) period immediately before the date when the leave will begin, are entitled to four (4) weeks of unpaid/paid (using sick and/or vacation accruals) leave during their first year of employment under the following circumstances: (1) employee's own serious medical condition; (2) to care for the employee's newborn or newly adopted child; or (3) to care for an immediate family member who is suffering from a serious illness. This leave is in addition to any maternity disability leave for the actual period of disability due to pregnancy or childbirth.

ARTICLE XVI – SENIORITY

Section 16.1 – Definitions

Regular employees shall accrue seniority from their most recent date of hire, provided, however, employees returning to the bargaining unit from non-bargaining unit positions shall accrue seniority from the employee's last beginning date of continuous CCS employment.

A reduction in force or lay off shall be defined as the complete elimination of one or more positions. A reduction in hours shall be defined as a partial elimination of a position or positions resulting in a reduction of one or more hours per week.

Temporary reduction of hours shall be defined as the Employer establishing a start and probable end date for the period during which the reduction occurs.

A voluntary lay off or reduction of hours shall be defined as the Employer's acceptance of a written request initiated by the employee and as a result of the Employer's notification of the need to reduce the number of employees and/or hours assigned to a specific program and location.

Section 16.2 – Termination of Seniority

The seniority rights of an employee shall be lost for the following reasons:

- a. Resignation
- b. Discharge for just cause
- c. Retirement

Section 16.3 – Seniority Retention

Seniority rights shall not be lost for the following reasons:

- a. Time lost by reason of industrial accident or illness as a result of employment with the Employer.
- b. Time spent on authorized leaves.
- c. Time spent in layoff status as hereinafter provided.
- d. Time loss due to a temporary or on-going reduction of hours.

Section 16.4 – New and Vacant Positions

The Employer will post bargaining unit openings within the Agency for five (5) working days prior to advertising and recruiting for such openings from the general public. A current employee must submit his/her written request/resume during this five day period to be considered. It is expected that any current employee on vacation or leave of absence will be responsible to access the Catholic Community Services of Western Washington employment website for information on current openings.

The Employer will interview all qualified internal applicants and in its sole discretion select the most qualified. If, in the Employer's judgment, one or more current employee applicants are equally qualified, the employee with the greatest seniority shall be offered the position.

Should no current employee apply or should the Employer determine that no current applicant meets the requirements of the position, the Employer will proceed to post the vacancy for the general public.

16.4.1 - Simultaneous Recruitment Process (Internal and External)

Simultaneous internal and external recruitment processes may be undertaken when, at the sole discretion of the Employer, an accelerated hiring process is required. When simultaneous internal and external recruitment occurs, qualified internal candidates will be interviewed prior to conducting interviews of qualified external candidates (if any).

The following are shared goals by the Union and the Employer:

- To recruit for and select qualified applicants (internal or external) who best meet the job requirements;
- To achieve and sustain a racially and ethnically diverse staff;
- To achieve and sustain diversity with specific attention to gender, covered veterans and individuals with disabilities;
- To recognize and assure that current employee's skills, abilities and relevant experience are fully considered when applying for vacant or new positions;
- To assist current employees in skill and career development through CCS University and relevant trainings;
- To consider and accommodate current employee requests for lateral transfers when available; and
- To consider, when offered, individual and team members input regarding desirable expertise/job-related skills (including interpersonal) and competencies when filling vacancies.

ARTICLE XVII – REDUCTION IN FORCE AND REDUCTION IN HOURS

Section 17.1 – Reduction in Force and/or Reduction in Hours and Rehire for Direct Care/Treatment Positions

In the event the Employer decides to implement a reduction in force and/or reduction of hours in positions which provide Direct Care/Treatment to clients, the Employer will make every attempt to follow the provisions of Section 17.2 below. However, the parties understand and agree that treatment consideration of the clientele takes precedence over seniority in determining layoff.

When the needs of clients become an overriding factor in determining which employee is to be laid off, a written statement from the program supervisor will go to an Ad-Hoc Committee. The Ad-Hoc Committee will be facilitated by the Agency Human Resources Director, and made up of two (2) Union employees and two (2) Managers (which are not involved in the layoff process). The Ad-Hoc Committee will review the circumstances listed for the lay off and make a final recommendation to the Regional Chief of Operations/designee, as to whether or not the clinical needs of the clients should be an overriding factor. The Regional Chief of Operations/designee will make the final decision. Should the committee be split in their decision, each side, on the same day, will have an opportunity to present to the Regional Chief of Operations/designee their perspective for a final decision. This process will take no longer than five (5) working days.

Employee(s) selected for layoff under this Section will be eligible for rehire rights as contained in Section 17.3 below.

Section 17.2 – Lay Off and Rehire for Other Employees

In the event the Employer decides to implement a reduction in force in positions other than those which provide Direct Care/Treatment to clients, the following procedure will be utilized in selecting personnel to be released from employment.

Staff reduction shall be determined according to seniority with dismissal beginning with the employee within the job classification of the affected program and location. Seniority shall be defined as stipulated under Section 16.1.

No full-time employee shall be laid off while there are part-time, temporary, introductory, variable or flexible employees working in the same job classifications.

If no position is available in the laid off employee's current job classification and his/her qualifications are relatively equal to the job related qualifications of an employee who occupies a position in another classification, the laid off employee's seniority, at his/her option, shall prevail. The laid off employee must notify the Human Resources Department in writing within 5 business days of notification of potential lay off of their interest in utilizing their seniority rights. Laid off employees who exercise their seniority rights and are placed into a new position will be subject to the provisions of Section 4.4.

Section 17.3 – Recall Rights

Employees laid off shall remain in a re-employment pool for eighteen (18) months from the last date of employment with the Agency, provided that, the employee files his/her address in writing with the Human Resources Office and shall thereafter advise the Employer in writing of any change of address.

Employees in the re-employment pool shall be recalled to available positions for which they are qualified according to their seniority.

Employees released for reasons of reduction in force or job elimination shall retain their sick leave and seniority rights while they are in the re-employment pool.

Should the employee be returned to work, the restoration of seniority and sick leave balances will be as follows:

- A. The entire sick leave balance will be restored on the date that the employee returns to a benefit eligible position as long as that date is within the first eighteen (18) months following the date of the lay-off.
- B. Seniority shall be restored on the date the employee is returned to work as long as that date is within the first eighteen (18) months following the date of the lay-off.
- C. Pension eligibility and possible restoration of benefits will be governed by the provisions of the employer sponsored pension plan.

Section 17.4 – Reduction in Hours

In the event the Employer decides to implement a reduction in hours in positions other than those which provide Direct Care/Treatment to clients, the following procedure (as prioritized) will be utilized in selecting personnel whose hours are to be reduced:

- A. Work assignments and unique skills and training,
- B. Job Performance through evaluation and active corrective action.
- C. Funding restrictions of the affected program/specific location.

Where employees are equally qualified as determined by the Employer, seniority would be the determining factor. There would be no “bumping” rights; however, employees whose hours have been reduced would have first consideration for restoration should hours become available.

Full time employees who are impacted by a temporary reduction of hours shall not be subject to the provisions under Section 16.4, paragraph 3 and will retain their “full time” status rights.

Section 17.5 – Voluntary Lay Off and/or Reduction of Hours.

Employees who are employed in a program and location where a requirement for a reduction in force (lay off) and/or reduction in hours has been announced by the Employer, may voluntarily submit their written request to relinquish their position and/or partial hours. The approval of these requests will be at the sole discretion of the Employer. Should there be more volunteers than needed and all are “equally matched” to the specific Employer needs, seniority shall be the qualifying factor. Should there be fewer volunteers than needed, the Employer shall implement the reduction in force and/or reduction in hours process as described under this Article.

ARTICLE XVIII – EVALUATIONS

Section 18.1 – Annual Evaluations

Employees will be formally evaluated by their immediate supervisor. All employees will be evaluated at least annually. Evaluations shall be discussed with the employee. The employee shall sign the Agency copy of the evaluation and shall be provided a copy of the evaluation. The employee’s signature represents

acknowledgment of the document and does not necessarily indicate agreement with the content of the evaluation. If the employee desires to submit a written statement responding to the evaluation such statement shall be placed in his/her personnel file.

ARTICLE XIX – HEALTH AND WELFARE BENEFITS

Section 19.1 – Medical Benefits

The Employer will continue in full force and effect all its current benefits including medical, vision and dental for the term of this Agreement for eligible employee coverage. The Employer agrees to meet with the Union within thirty (30) days, or as soon the Employer is aware, concerning premium or plan design changes.

New Hire Benefit Eligibility – Employees who are expected to work 20 or more hours per week will be enrolled within 60 days, coincident with their hire date, or the first of the month following completion of 60 days.

Variable employees, who work an average of twenty (20) hours or more per week during a three- (3) consecutive month measurement period and after a one month administrative period will be offered enrollment and continued on the plan for a four (4) month stability period.

The employee will be responsible for a monthly medical premium share as follows:

A. Levels B-C	\$5.00
B. Levels D-I	\$10.00
C. Levels J or higher	\$15.00

Employees wishing to enroll their spouse or eligible dependents in the medical plan may do so at their own cost.

Should the Employer offer more than one medical benefit plan for employees to choose from, the Employer will only pay the full premium on the lowest plan, less the agreed upon premium share.

The Employer and the Union agree to review and evaluate health care accessibility, quality of care, and cost through the Benefit Committee on an ongoing basis.

Escalated Medical Issues:

Employees covered by the Christian Brothers Blue Cross Blue Shield plan can call and ask to speak to someone on the Benefit Advocate Team (BAT); the team that escalated issues are given to. Employees call the regular customer service line (800-807-0400), but ask for a member of the BAT team if they feel they need to talk to someone further about any claim or benefit issues.

Section 19.2 – Dental Benefits

Employees, who work twenty (20) hours or more per week during a three- (3) consecutive month period, will qualify for dental benefits. The Agency will pay the full employee premium per month. Employees wishing to enroll their spouse or eligible dependents in the dental plan may do so at their own cost.

Should the Employer offer more than one dental benefit plan for employees to choose from, the Employer will only pay the full premium on the lowest plan.

Section 19.3 – Vision Benefits

Employees, who work twenty (20) hours or more per week during a three- (3) consecutive month period, will qualify for vision benefits. The Agency will pay the full employee premium per month. Employees wishing to enroll their spouse or eligible dependents in the vision plan may do so at their own cost.

Should the Employer offer more than one vision benefit plan for employees to choose from, the Employer will only pay the full premium on the lowest plan.

Section 19.4 – Retirement Plan

The Employer shall contribute to the CCS Money Purchase Pension Plan according to years of service in the amount of:

Hire date to Year 6:	4%
Years 7-15:	6%
Years 16-19:	8%
Years 20 or more:	12%

Employees employed as of June 30, 2006, will receive a minimum grandfathered contribution of 6%, provided that he/she satisfies the accrual requirements.

Terms of plan eligibility are as follows:

1. Initial Participation: Completion of one year (12 consecutive months) of service with at least 1000 hours of paid time.
 - a. Enrollment Date: Either January 1 or July 1, whichever comes first.
2. Vesting:
 - a. Once enrolled, the vesting schedule is 20% per calendar year with at least 1000 hours of paid time.
 - b. Full vesting occurs with the calendar year completion of six years with 1000 hours of paid time for each year of service.
 - c. If an enrolled employee does not complete 1000 hours of paid time during any calendar year prior to 100% vesting, contributions will continue but will not be vested.

The more specific and comprehensive terms and conditions applicable to the above and other aspects of the Plan are provided in the CCSWW Money Purchase Pension Plan Document. The Plan Document will prevail should there be any conflict arising out of this Agreement and/or any understanding construed from this Agreement.

ARTICLE XX - GRIEVANCE/CONFLICT RESOLUTION PROCEDURE

A. Purpose

The purpose of this procedure is to provide an orderly method of resolving grievances/conflicts. A determined effort shall be made to settle such differences at the lowest possible level in the grievance/conflict resolution procedure. Meetings or discussions involving grievances/conflicts shall be scheduled at mutually agreeable times. Should the formal grievance/conflict resolution procedure be

initiated, neither the Union nor the employer will unilaterally finalize a decision until the grievance is formally resolved.

B. Definitions

1. Grievant: A grievant is an employee, or in the case of the Union's contractual rights, the Union.
2. Grievance/Conflict: Grievance/conflict is defined as a dispute involving the interpretation application of the specific terms of this Agreement.
3. Days: Days in this procedure are normal Employer office workdays.

C. Timelines

Grievances/conflicts shall be processed in the following manner and within the stated time limits. Time limits provided in this procedure may be extended only by mutual written agreement.

Failure on the part of the Employer at any step of this procedure to communicate the decision on a grievance/conflict within the specific or mutually extended time limits shall permit the grievant to lodge an appeal at the next step of this procedure.

Failure on the grievant (employee or Union) to present or proceed with a grievance/conflict within the specified or mutually extended time limits will render the grievance/conflict waived.

D. Representation

If the grievant elects not to have Union representation, the Union shall have the opportunity to be present at the adjustment of the grievance/conflict and to make its views known or shall receive the same written responses provided to the grievant.

E. Process

Step 1 Informal Level: Informal Submission of Grievance/Conflict to Supervisor

Within twenty (20) days following the occurrence of the event giving rise to the grievance/conflict, or twenty (20) days after the event is known or reasonably should have been known, the employee shall attempt to resolve the grievance/conflict informally with the immediate supervisor. Notification to the supervisor will be in writing. The immediate supervisor shall respond informally within ten (10) days of the employee's presentation in writing.

In presenting the grievance/conflict, the employee may elect to represent himself/herself or be accompanied by a representative of the Union.

Step 2 Formal Level: Written Submission of Grievance/Conflict to Supervisor

If the grievance/conflict is not resolved informally, it shall be reduced to writing by the employee who shall submit it to the immediate supervisor within ten (10) days after receipt of the informal response. The written grievance/conflict shall contain the following:

- i. A statement of the alleged grievance/conflict including the facts upon which the grievance/conflict is based.
- ii. Reference to the specific terms of the Agreement, which have been allegedly violated.
- iii. Issues involved.

iv. Remedy sought.

In presenting the grievance/conflict, the employee may elect to represent himself/herself or be accompanied by a representative of the Union. The immediate supervisor will inform the employee and the Union in writing of the disposition of the grievance/conflict within ten (10) days of the presentation of the grievance/conflict.

Step 3 Agency Director Level: Written Submission of Grievance/Conflict to the Agency Director/Designee

a. Individual Grievance/Conflict

If the grievance/conflict is not settled at Step 2 and the employee wishes to pursue the grievance/conflict to Step 3, the employee must file the grievance/conflict in writing within ten (10) days after receipt of the immediate supervisor's written response in Step 2 above. The Agency Director or his/her designee will review the grievance/conflict with the parties involved and provide a written statement of the disposition to the employee with a written copy to the Union, within ten (10) days of receipt of the grievance/conflict.

b. Union Grievances/Conflicts

A grievance/conflict which the Union may have against the Employer, limited as aforesaid to matters dealing with the interpretation or application of terms of this Agreement relating to Union rights, shall be commenced by filing in writing (in the format of Step 2 above) with the Agency Director /designee. Such filing shall be within twenty (20) days following the occurrence of the event giving or twenty (20) days after the event is known or reasonably should have been known. The Agency Director or his/her designee and the Union will have ten (10) days from the receipt of the grievance/conflict to resolve it.

Step 4 Mediation

If no settlement is reached in Step 3, the Union and the Agency Director or his/her designee, agree to formally meet with a mutually agreed upon, neutral third party on the grievance in an attempt to mediate a non-binding resolution, which is agreeable to both parties before said grievance proceeds to arbitration.

- a. Written notice of a request for mediation shall be made to the Agency Director/designee within ten (10) days following receipt of a disposition letter at Step 3.
- b. Every reasonable effort will be made by the initiating party to have the first session scheduled within thirty (30) days following the written notice of request for mediation. If mediation is not scheduled within 60 days of the completion of step 3, the grievance will move to arbitration.

1. Step 5 Arbitration

If a non-binding resolution cannot be reached with the assistance of a mutually agreed upon third party in Step 4, the Union may request that the matter be submitted to an Arbiter as hereinafter provided:

1. Written notice of a request for arbitration shall be made to the Agency Director /designee within ten (10) days of receipt of the disposition letter at step 4.

2. Arbitration shall be limited to issue(s) involving the interpretation or application of specific terms of this Agreement.
3. When a timely request has been made for arbitration, the parties shall attempt to select an impartial Arbiter to hear and decide the particular case. If the parties are unable to agree to an arbiter within ten (10) days after submission of the written request for arbitration, the provisions of paragraph (d) below shall apply to the selection of an Arbitrator.
4. In the event an Arbiter is not agreed upon as provided in paragraph (c), above, the parties shall jointly request the American Arbitration Association to submit a panel of nine (9) Arbiters who reside and practice in Washington and Oregon. Such a request shall state the issue of the case and ask that the nominees be qualified to handle the type of case involved. When notification of the names of the nine (9) Arbiters is received, the parties shall each independently strike from the list those unacceptable Arbiters and shall rank, in order of preference, the remaining Arbiters.
5. Arbitration proceedings shall be in accordance with the following:
 - a. The Arbiter, once appointed, will inform the parties as to the procedures which will be followed.
 - b. The Arbiter shall hear and accept pertinent evidence submitted by both parties and shall be empowered to request, through subpoena if necessary, such data and testimony as the Arbiter deems pertinent to the grievance/conflict and shall render a decision in writing to both parties within thirty (30) days, unless mutually extended, of the closing of the record.
 - c. The Arbiter shall be authorized to rule and issue a decision in writing on the issue(s) presented for arbitration which decisions shall be final and binding on both parties.
 - d. The Arbiter shall rule only on the basis of information presented at the hearing and shall refuse to receive any information after the hearing except by mutual agreement.
 - e. Each party to the proceedings may call such witnesses as may be necessary in the order in which their testimony is to be heard. Such testimony shall be limited to the matters set forth in the written statement of grievance/conflict.
 - f. The arguments of the parties may be supported by oral comment and rebuttal. Either or both parties may submit written briefs within a time period mutually agreed upon. Such arguments of the parties, whether oral or written, shall be confined to and directed at the matters set forth in the grievance/conflict.
 - g. Each party shall pay any compensation and expenses relating to its own witnesses or representatives.
 - h. The Arbiter shall specify in the award that the Employer or the Union, whichever is ruled against by the Arbiter, shall pay the compensation of the Arbiter, including necessary expenses.
 - i. The total cost of the stenographic record, if requested, will be paid by the party requesting it. If the other party also requests a copy, that party will pay one-half (1/2) of the stenographic cost.
6. Binding Effect of Award. All decisions arrived at under the provisions of this Article by the representatives of the Employer and the Union at steps 1, 2, and 3, or by the Arbiter, shall be final and binding upon both parties, provided, however, that in arriving at such decision neither of the parties or the Arbiter shall have the authority to alter this Agreement in whole or in part.
7. Limits of the Arbiter: The Arbiter cannot order the Employer to take action contrary to law.

8. No Duty to Maintain Status Quo: The Employer has no duty to maintain the status quo or to restore the status quo pending arbitration. But if return to the status quo is ordered by the Arbiter, the return shall be affected as per the Arbiter's award.
9. Freedom from Reprisal: There will be no reprisals against the grievant or others as a result of his or her participation in this process.

ARTICLE XXI – PROFESSIONAL/STAFF DEVELOPMENT

Section 21.1 – Staff Development

Employees, within given budget restrictions, may be provided with time release and a specific dollar amount, which can be applied towards workshops, classes and presentation within the community, provided that supervisory staff agree that the workshop, class, or presentation will improve the employee's ability to carry out his/her current position. Staff development dollars and time off are reserved for those who have completed their introductory period. However, supervisors may waive this provision at their discretion. Staff development is in addition to routine supervision or consultation. All training shall be documented in the employee's personnel file.

ARTICLE XXII – DISCIPLINE & DISCHARGE

Section 22.1 – Resignation/Retirement

Resignation or retirement from employment with the Agency shall require not less than two (2) weeks' notice. Recognizing the professional obligation to provide appropriate client transition, staff assigned a primary caseload shall be strongly encouraged to provide no less than three (3) weeks' notice. Letters of resignation or retirement should be submitted to the employee's immediate supervisor. Resignation or retirement will be accepted and acknowledged in writing by the supervisor. Employee shall be paid all outstanding vacation balance on the next pay period following termination of employment for any reason.

Section 22.2 – Disciplinary Action

Employees who have completed the introductory period may be disciplined for just cause.

The intent of progressive discipline is to foster improvement of the employee's performance, and to begin at the lowest level.

Normally, the Employer will follow a progressive disciplinary procedure including oral warning, written reprimand, suspension without pay, and discharge. Although the steps of this process are clearly outlined, there are some performance related problems, particularly those that seriously impact the ability of the Agency to provide quality service, or those that are intentional and/or deter from our capacity to respond to our Service Philosophy and objectives, which may warrant more severe discipline on the first offense.

All written/official documentation of performance issues shall be delivered to the Union by the next working day. The same documentation, other than oral warning summaries, shall remain in the employee file to ensure a complete, consistent record.

All discipline of non-introductory employees will be appropriate to the offense and subject to the grievance/conflict resolution procedure.

The religious nature of the Agency requires that employees conduct themselves, either on the job or when seen as representing the Catholic Church, in a manner consistent with the moral and social teaching of the Roman Catholic Church as interpreted by the Archbishop of the Archdiocese of Seattle. Violation of this section may be considered just cause for discipline.

ARTICLE XXIII – WAGES

Section 23.1 – Wages

Effective 7/1/2018 Increase of 2.75% to all bargaining unit employees and job classes (Retroactive pay will be paid on December 31, 2018)

Effective 1/1/2019 Increase minimum base rate to \$16.00/hour

Effective 7/1/2019 Increase of 2.5% to all bargaining unit employees and job classes

23.1.1 - New Hires

New Hires will be credited with their job-related years of experience related to the position, at the rate of 1% of the base added for each year of relevant experience; not to exceed more than 5 years/5%:

Examples: Less than 1 year of relevant experience = Base Rate
 1.3 years of relevant experience = Base Rate +1%
 2.6 years of relevant experience= Base Rate + 2%

23.1.2 - Promotions

Employees whose relevant experience equals the minimum qualifications of the new position will receive a starting salary equal to the base of the new pay grade. Employees whose relevant experience exceeds the minimum qualifications of the new position and whose current wage is below the base of the new pay grade will receive 1% for each year of relevant experience, to a maximum of 5 years/5%. Employees whose current wage is above the minimum of the new pay grade will receive a 3% increase to their current wage.

23.1.3 - Demotions

For employees who are demoted or for employees who voluntarily move to a lower salary grade their wages will be reduced to the new base rate plus 1% per year for each year of CCS seniority.

Section 23.2 – Compensatory Time Off

The Fair Labor Standard Act (FLSA) applies to hours worked over forty (40) within a workweek. Non-Exempt Employees under the overtime standard of the FLSA will not be eligible for compensatory time. Exempt Employees under the overtime standard of the FLSA will be eligible for time and one-half (1 1/2) compensatory time off to be scheduled upon prior approval of their immediate supervisor.

Section 23.3 – Call-Back Pay

Employees who are on a designated on-call status, who are called and required to respond via phone shall be compensated at their regular hourly rate of pay in 30 minute increments. There shall be no pyramiding of “phone” call-back pay during any 30 minute “phone” call-back period.

Employees who are on a designated on-call status, who are called and required to respond in person, shall be compensated at their regular hourly rate of pay for no less than 1.5 hours. There shall be no pyramiding of call-back pay during any 1.5 hour “in-person” call-back period.

If an employee not on a designated on-call status is requested to work additional hours and voluntarily agrees, the employee will be paid for the actual additional hours worked at the regular rate or the overtime rate, whichever is applicable.

Only actual hours worked under Call Back Pay shall constitute time actually worked for the purposes of determining overtime, eligibility for participation in health and welfare benefits, or vacation, sick, paid time off and holiday pay.

Section 23.4 – Twenty-Four (24) Hour Programs

Employees assigned twenty-four (24) hours:

Employees shall be paid for sixteen (16) hours of regular time at their regular rate of compensation. The eight (8) hours of sleep time shall be compensated per Section 23.5 – On Call Pay, unless the employee is unable to get at least five (5) hours of uninterrupted sleep. In that case, the entire eight (8) hours of sleep time shall be payable at the employees hourly rate of pay. Under no circumstance shall compensation exceed eight (8) hours.

Employee’s assigned less than 24 hours (who choose to remain on the premises):

- A. Employees on a designated on-call status who complete their regular shift, and are called back to work requiring them to leave the premises shall be compensated for no less than three (3) hours. There shall be no pyramiding of call-back pay during any three (3) hour call-back period.
- B. Employees on a designated on-call status who complete their regular shift, and are called back to work and remain on the premises shall be compensated for a minimum of one (1) hour at their regular rate of compensation, and then in increments of no less than fifteen (15) minutes.

If an employee not on a designated on-call status is requested to work additional hours and voluntarily agrees, the employee will be paid for the actual additional hours worked at the regular rate or the overtime rate, whichever is applicable.

Section 23.5 – On-Call Pay WISE Program

Employees required by the Employer to be assigned to the WISE on-call rotation while off duty will be compensated at the rate of \$3.00/hour for on-call status. The employee will be paid for time actually worked at their regular hourly rate and will not concurrently be paid the On-Call rate of pay.

If called and required to respond via phone or in person, Section 23.3 – Call Back Pay shall apply. Time spent on-call shall not constitute time actually worked for the purpose of determining overtime, eligibility for participation in health and welfare benefits, or vacation, sick, paid time off and holiday pay.

Section 23.5.1 – On-Call Pay Non Mental Health Programs

Employees required by the employer to be on-call while off duty will be compensated at the rate of fourteen dollars (\$14.00) per day, Monday through Friday, and eighteen dollars (\$18.00) per day for Saturday, Sunday, and holidays for each day of such on-call status.

Section 23.6 – Higher Classification Pay

An employee working in a job class in a higher pay grade shall receive the base pay of that pay grade or their current rate of pay plus 3%, whichever is higher.

Section 23.7 – Bi-Lingual Fluency

Employees in positions with Bi-lingual Fluency listed in the minimum qualifications of their job description shall receive \$0.75 per hour premium above their regular rate of pay for all hours worked. Employees providing Bi-lingual services or translation on an ad-hoc, as needed, or temporary basis shall receive \$0.75 for all hours where they are utilizing their Bi-lingual skills, paid in 15 minute increments. Any employee who received the Bi-Lingual Fluency pay on an ad-hoc bases, twice per month on average for the previous six months shall have the Bi-Lingual Fluency added to the qualifications for their position.

Section 23.8 - Additional Responsibilities

When additional responsibilities are added (via addendum to current position description) to an employee, an additional 3% increase to their rate of pay shall be awarded. The Union shall receive in writing a copy of the job description, addendum, and increase in pay. The Union and the employee shall be notified no less than thirty (30) days prior to removal of the additional responsibilities and 3% premium pay. If requested, the Union and Management can meet and discuss at the request of any party.

Section 23.8.1 – Lead Employees

Lead employees are non-supervisory bargaining unit employees who have, as a condition of their job, enhanced responsibilities relative to their primary job classification. Lead is a designation, not a set of tasks. Employees who occasionally and/or irregularly perform duties that may also be performed by lead employees will not be considered lead employees within the meaning of this provision. Lead employees shall receive \$1.00 per hour more unless their current lead premium is higher.

ARTICLE XXIV - Vacation Sharing

The process of donated hours shall be a confidential process in terms of the names of donors or recipients. The names will be limited to only those with a need to know; i.e. Finance, program leadership and HR.

DONORS:

1. Full time, part time or flexible employees may donate a portion of their vacation accrued and unpaid balance to an employer maintained “sharing bank.”

2. The donor employee must retain a minimum of 75 hours in their vacation balance in order to have approval to donate.
3. Approval to donate is maintained by the employee's supervisor in conjunction with a review by HR.
4. There will be no "conditions" placed by the donor on who the recipient would be or the amount of hours donated to a particular recipient.
5. Eligible employees will be able to make a donation three (3) times per calendar year (April, August and December).

RECIPIENTS:

1. Eligible recipients will be regular (not introductory), full time, part time or flexible employees who are experiencing an illness or injury that is verified with a medical providers written statement, turned into the Human Resources Department.
2. Eligible recipients MUST have exhausted all available paid leave resources, such as paid time off (vacation/sick/PTO/personal holidays & WA State Paid Sick Leave Bank [if applicable 1/1/2020]), excluding waiting periods for long- or short-disability (if applicable). Once a potential recipient is receiving these benefits, they are no longer eligible for donated hours.
3. Eligible recipients will be able to access the available "sharing bank" on a first come-first serve basis, up to a maximum of 120 hours. These hours will be paid at the recipient's regular rate of pay.
4. Should the bank be insufficient to cover any eligible recipient request, the HR Director will confidentially notify the recipient of the status of their request.
5. Eligibility for donation of hours will be limited to a maximum of 120 hours during an employee's period of employment.
6. The joint Labor/Management Committee shall receive reports three (3) times per year (April, August and December) that include the number of recipients, hours paid, and balance in the sharing bank.

Article XXV - Caseload/Workload Size

The Employer agrees to continue to follow all funding and program contractual requirements as it relates to caseload/workload size. Should a program not have contractual requirements around caseload/workload size, the Employer will continue to make every effort to ensure that providing the highest standard of client care is the priority. The Employer agrees to continue to have discussions around caseload/workload size with affected employees should the needs and requirements of the program coverage and/or client care change.

Article XXVI – General Conditions

Section 26.1 – Savings Clause

Any clause in this Agreement that is in conflict with any Federal or State Law and/or regulations now in existence or any laws or regulations that may hereafter be passed by regular constituted authorities shall be amended to conform with such laws.

Section 26.2 – Conflict of Interest

No employee of CCS shall participate in the purchase or sale of a good or service or the award or receipt of a contract if a conflict of interest, either real or apparent, is involved.

If there is a belief that a real or apparent conflict may exist, the employee is obligated to discuss the circumstances in full with their supervisor.

Section 26.3 – No Strike, No Lockout

The Union and its members agree and understand that there will be no strike, work stoppage, slow down, willful absence from assigned work, or refusal to perform job functions and responsibilities or other interference with the operations of the Employer during the term of the Agreement. This includes compliance with the request of other labor organizations to engage in such activity. The Employer shall not engage in a lockout of Employees during the term of this Agreement.

Should the Union propose to take economic action in concert with the biennium legislative session the Union will notify the Employer and the parties agree to collaborate to assure that the essential client services are not unduly disrupted. This collaborative effort will occur at least ten (10) calendar days prior to any such action.

Section 26.4 – Limitations

It is understood that the parties hereto shall not use any sale, transfer, lease, assignment, receivership, or bankruptcy to evade the terms of this Agreement.

Section 26.5 – Duration

This Agreement shall remain in full force and effect from July 1, 2018 – June 30, 2021. This Agreement may be reopened at any time during its term upon mutual consent of the parties in writing.

The parties acknowledge that during the negotiation of this Agreement, each had the unlimited right and opportunity to make proposals and demands with respect to any and all subjects or matters not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties are set forth in this Agreement, and no oral statement shall add to or supersede any of its provisions. The parties agree not to obligate each other to bargain collectively with each other during the term of this Agreement even though the subject or matter may not have been within the knowledge or contemplation of either or both parties during negotiations on the initial Agreement.

This Agreement, then, constitutes the full and complete commitments between both parties, and may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in a written and signed amendment to this Agreement.

The collective bargaining agreement shall be reopened for negotiations for wages in May, 2020 for a wage increase to be effective 7/1/2020. During the wage reopener, Article 26.3 – No Strike, No Lockout shall not be in effect.

Article XXVII - Organizational Equity and Inclusion

In order for CCS NW to be the best place to receive care and work, clients and bargaining unit members need a diverse and valued workforce.

In keeping with the general principles outlined in Catholic Social Teachings, we strive to be culturally sensitive to the diversity of our clients and staff, and to act in bias-free ways.

We agree to begin joint work toward the goal of an action-based systemic strategy to maintain a workplace that embraces and demonstrates organizational diversity, equity and inclusion.

27.1 Joint Project

Organizational diversity, equity and inclusion will be a standing agenda item on the Labor/Management Committee agenda. Members of the LMC will work together, using a consensus building process to identify potential topics for the annual training related to embracing diverse perspectives, valuing diversity and challenging biases in hiring, promotion and work performance.

The Employer and the Union will schedule a no cost training with the Federal Mediation & Conciliation Service (FMCS) in January-February, 2019 on building consensus skills. This shall be the first Joint Labor/Management Committee meeting in 2019.

27.2 Training

CCS will provide an annual, in-person training on organizational diversity for bargaining unit members and their supervisors, as determined by the joint Labor-Management Committee. This training time will be paid time for employees participating in the training.

27.3 Commitment to No Retaliation


There will be no retaliation for speaking out about discrimination concerns. In a circumstance where an individual or group of individuals have a specific allegation of discrimination, a delegate will be provided to work through the grievance process.

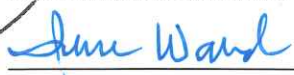
Article XXVIII – Training

The Labor-Management Committee will have training as a standing agenda item at committee meetings and the committee members will begin work on a joint project to identify training needs in the bargaining unit. Members of the committee will work together, using a consensus building process, to identify potential topics for group training sessions that will meet the training needs of the bargaining unit as a whole, improve bargaining unit members' abilities to perform their jobs and to serve their clients and communities. Training topics must be consistent with the general principles outlined in Catholic Social Teachings.

IN WITNESS THEREOF, the parties hereto have executed this Agreement this 30th day of April 2019.

CCS NW:



Kim Williams
CCSWW HR Director/Vice-President


Irene Ward, Executive Vice-President
CCSWW Chief of Operations

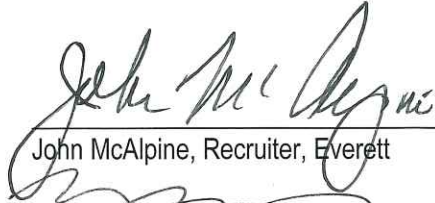
SEIU Healthcare 1199NW:



Diane Sosne, President


Emily Van Bronkhorst, Deputy Chief of Staff

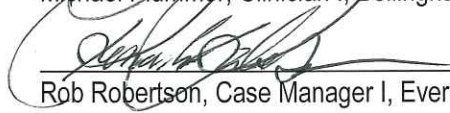

Tracy Jones, Care Coordinator, Bellingham



John McAlpine, Recruiter, Everett

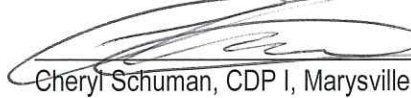


Michael Plummer, Clinician I, Bellingham



Rob Robertson, Case Manager I, Everett

Muriel Reiner, Case Manager I, Everett



Cheryl Schuman, CDP I, Marysville

Phillip Schlachter, Clinician I, Bellingham



Veronica Villalobos, CDP Trainee, Burlington

**Attachment # 1 - Wage Schedule
\$16.00/hr Base Effective 1/1/2019**

	1/1/18 Scale	1/1/19 Scale
Pay Level		
B	\$15.30	\$16.00
C	\$15.61	\$16.00
D	\$15.91	\$16.00
E	\$16.22	\$16.22
F	\$16.32	\$16.32
G	\$17.25	\$17.25
H	\$18.36	\$18.36
I	\$19.38	\$19.38
J	\$22.95	\$22.95

Active Bargaining Unit Positions
As of Ratification (December 2018)
(Alphabetized)

Job Title	Salary Level	Job Title – cont.	Salary Level – cont.
Administrative Assistant I	B	Program Assistant II	E
Administrative Assistant II	C	Program Coordinator I	F
Billing Specialist	G	Recovery & Support Coordinator	G
Care Coordinator	I	Recruiter	E
Case Aide	D	Residential Services Coordinator	F
Case Coordinator	G	Staff Accountant	G
Case Manager I	G	Volunteer Coordinator III	F
Case Manager II	H	Youth Partner	E
Case Support Specialist	F		
CDP I	I		
CDP II - Co-Occurring	J		
CDP Trainee	G		
Clinician I	J		
Community Support Specialist	D		
Custodian	B		
Data Management Specialist I	E		
Database Manager I	G		
Engagement & Outreach Coordinator	D		
Family Partner	E		
Intake Coordinator	C		
Navigator	G		
Program Assistant I	D		

Attachment # 2 – Longevity Step Increase

Effective 7/1/2018: Employees will receive a 2% longevity step increase upon hire date anniversary.

* Longevity step increases will take effect on the 1st of each month. For example, if an employee was hired on October 17th, they will receive their longevity step increase on October 1st.

Attachment # 3 – Memorandum of Understanding – Benefits Committee

CCSNW and the Union recognize the importance of undertaking joint efforts to ensure that employees have access to cost effective, quality health care and other insurance coverage. Both the Employer and the Union share a mutual interest in researching best practices in cost containment features and the benefits that ensure quality but also address increasing costs.

To address the issues, the parties agree to establish a Labor/Management Benefits Committee by May 1, 2019 or as soon as the Employer has pre-renewal information for the January, 2020 plan year. The committee shall be advisory. The Union will appoint up to five (5) representatives and the Employer will appoint up to five (5) representatives, and all employee representatives will be on paid release time for the meetings.

The purpose of the Benefits Committee shall be to review current Medical Plan design, utilization data, and cost to meet the parties' mutual interests of providing quality, affordable health insurance and controlling cost to the employer. The Benefits Committee will provide input and recommendations for the purpose of ensuring the best medical coverage for the lowest cost.

Attachment #4 – Memorandum of Understanding – State Enhancement Funds

Notwithstanding Article 25.5, in the event that the Employer is awarded funding appropriated to improve employee recruitment and retention in community behavioral health from the North Sound Behavioral Health Organization or its successors, the parties agree to bargain collectively regarding the distribution of such funds.

Joint Advocacy: The Employer and the Union will jointly advocate for the funds to be of a continuing nature such that the funds may be permissibly used for employee wages. However, any distribution that parties agree upon must be consistent with the terms and conditions imposed upon the Employer by the grantor regarding the use of the funds. In the event funds are used for employee wages, and there is a discontinuation of such funds, any associated wage increases shall also be discontinued.

The Employer shall notify the Union of the dollar amount received within five (5) business days of receipt of such funds, and bargaining shall commence no later than twenty (20) days after notification. During the bargaining for a new Article XXIII - Wages, the parties agree that Article 26.3 is not in effect until the parties reach an agreement on Article XXIII - Wages.

Attachment #5 – Memorandum of Understanding – Joint Advocacy

The Employer and Union will engage in joint advocacy on issues that are mutually agreed upon by the Employer and Union; subject to approval from CCS Leadership.

