

2007 - 2009

AGREEMENT

By and Between

**SERVICE EMPLOYEES INTERNATIONAL UNION
DISTRICT 1199NW**

and

COMPASS HEALTH

Term:

July 1, 2007 – March 31, 2009

2007 - 2009
SEIU DISTRICT 1199NW/Compass Health
AGREEMENT

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 – RECOGNITION	1
ARTICLE 2 – MANAGEMENT RIGHTS	1
ARTICLE 3 – UNION MEMBERSHIP	2
ARTICLE 4 – UNION REPRESENTATIVES	2
ARTICLE 5 – DEFINITIONS	3
ARTICLE 6 – EMPLOYMENT PRACTICES	4
ARTICLE 7 – SENIORITY	7
ARTICLE 8 – HOURS OF WORK AND OVERTIME	8
ARTICLE 9 – COMPENSATION	9
ARTICLE 10 – HOLIDAYS	10
ARTICLE 11 – VACATIONS	11
ARTICLE 12 – SICK LEAVE	12
ARTICLE 13 – MEDICAL AND INSURANCE BENEFITS	12
ARTICLE 14 – LEAVES OF ABSENCE	13
ARTICLE 15 – CONTINUING EDUCATION	15
ARTICLE 16 – GRIEVANCE PROCEDURE	15
ARTICLE 17 – NO STRIKE.....	17
ARTICLE 18 – GENERAL PROVISIONS	17
ARTICLE 19 – MENTAL HEALTH ADVOCACY DAYS.....	18
ARTICLE 20 – TERM OF AGREEMENT	18
SCHEDULE “A” – WAGES	21
LETTER OF UNDERSTANDING – RE GRIEVANCES	23
MEMORANDUM OF UNDERSTANDING ON IMPLEMENTATION OF WAGE	24
MEMORANDUM OF UNDERSTANDING RE MUKILTEO E&T	25
MEMORANDUM OF UNDERSTANDING RE RETRO PAY INCREASES	27
MEMORANDUM OF UNDERSTANDING ON UNIFYING CONTRACT PROVISIONS ..	28

2007-2009
AGREEMENT
By and Between
COMPASS HEALTH
and
SEIU DISTRICT 1199NW

This Agreement is made and entered into by and between Compass Health (hereinafter referred to as the "Employer" or the "Agency") and SEIU DISTRICT 1199NW, (hereinafter referred to as the "Union"). The purpose of this Agreement is to set forth the understanding reached between the parties with respect to wages, hours of work and conditions of employment.

ARTICLE 1 - RECOGNITION

Compass will recognize SEIU DISTRICT 1199NW ("Union") as the representative of all direct client care professional employees of Compass Health which the Union agreed were included in the professional unit at Family Counseling Service in NLRB Case No. 19-RC-13323, including employment specialists; and those historically included in the direct client care professional bargaining unit at LifeNet; and those former unrepresented Luther and Counterpoint employees in direct client care professional job classifications.

ARTICLE 2 - MANAGEMENT RIGHTS

2.1 The Union recognizes the Employer retains the exclusive rights to operate and manage the business of the Agency, to direct, control and schedule its operations and workforce and to make any decisions affecting the Agency, whether or not specifically mentioned herein and whether or not hereto exercised. Such prerogatives shall include, but not be limited to, the sole and exclusive rights to: hire; promote, lay-off, assign, classify, reclassify, evaluate, transfer; discharge and discipline employees for just cause; select and determine the number of its employees, including the number assigned to any particular work; increase or decrease that number; direct and schedule the workforce; determine the location and type of operations; determine and schedule when reasonable overtime shall be worked (schedule and require reasonable overtime work); install or move equipment; determine the work duties of employees; promulgate, modify, post and enforce policies, procedures, rules and regulations governing the conduct and acts of employees during working hours; select supervisory and managerial employees; train employees, create or eliminate jobs; relieve employees because of lack of work, retirement, or for other legitimate reasons; discontinue or reorganize or combine any department or branch or operations with any consequent reduction or other change in the working force; subcontract or relocate bargaining unit work; introduce new and improved methods of operation or facilities, regardless of whether or not such may cause a reduction in the working force; establish work performance levels and standards of performance for the employees; and in all respects carry out, in addition, the ordinary and customary functions of management, except as specifically altered or modified by the express terms of this Agreement.

ARTICLE 3 - UNION MEMBERSHIP

- 3.1 Union Membership.** The employees who are members of the Union at the time of signing will remain in good standing for the duration of this Agreement. All new full-time and part-time employees shall become and remain members of the Union on or before the thirtieth day of employment. Membership in the Union shall be a condition of continued employment. At the close of fourteen (14) working days after receipt of written notice from the Union that an employee has been suspended for failure to tender dues, the Employer shall terminate such employee if employee is not in good standing in the Union.
- 3.2 Dues Deduction.** During the term of this Agreement, the Employer shall deduct dues and initiation fees from the pay of each member of the Union who voluntarily executes a wage assignment authorization form. When filed with the Employer, the authorization form will be honored in accordance with its terms. On a monthly basis, the amount deducted will be transmitted to the Union by check payable to its order. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deductions. The Union and each employee authorizing the assignment of wages for the payment of Union dues hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any deduction made from the wages of such employee.
- 3.3 Voluntary Political Action Fund Deduction.** Based upon its system requirements and capability, the Employer shall deduct the sum specified from the pay of each member of the Union who voluntarily executes a political action contribution authorization form. The amount deducted and a roster of employees using this voluntary deduction will be transmitted to the Union. The Union and each employee authorizing the assignment of wages for the payment of voluntary political action contributions hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits and other liability that may arise against the Employer for or on account of any deduction made from the wages of such employee. The Employer will charge the union a \$75 administrative fee per calendar year.

ARTICLE 4 - UNION REPRESENTATIVES

- 4.1 Access to Premises.** Duly authorized representatives of the Union may have access at reasonable times to designated areas of the Employer's premises after prior notification and approval by the Employer for the purpose of investigating grievances and contract compliance. Union representatives shall have access to designated employee lounges, not patient care or work areas. Access to the Employer's premises shall be subject to the same general rules applicable to other non-employees and shall not interfere with or disturb employees in the performance of their work during working hours and shall not interfere with patient care or the normal operation of the Agency.
- 4.2 Union Meetings.** Regular or special Union meetings shall not be conducted on the Employer's premises.

4.3 Union Business. Unless otherwise agreed to by the Employer, the investigation of grievances and other Union business requiring employee involvement shall not be conducted during working time.

4.4 Bulletin Board. The Employer shall provide space on designated bulletin boards for the use of the Union. All materials posted on such boards must, prior to posting, dated and signed by a designated unit/Union representative.

4.5 On a monthly basis, the Employer shall supply the Union with a copy of its personnel action forms (hires) and termination sheets for the previous month. The Union shall not request nor be entitled to a master list of employees more often than once every six (6) months.

4.6 Contract. A copy of the current contract with a membership application and dues deduction form will be provided to all newly-hired employees at orientation if the Employer has an orientation. The Unit Representative will be allowed one-half (1/2) hour of unpaid time with new employees at orientation to discuss Union and contract matters. The Union shall provide the Employer with copies of the contract. The Employer will advise the Union when it is necessary to provide additional contracts and membership applications.

ARTICLE 5 - DEFINITIONS

5.1 Probationary Employee. A probationary employee is one who has been hired by the Employer on a full-time or part-time basis and who has been continuously employed by the Employer for ninety (90) consecutive calendar days, unless extended in writing for up to an additional ninety (90) consecutive calendar days at management's discretion. The Union and the employee shall receive written notice of such extension. Upon satisfactory completion of the probationary period, the employee shall become a regular employee. During the probationary period, an employee may be terminated without notice and without recourse to the grievance procedure.

5.2 Regular Employee. A regular employee, so classified on the Employer's payroll records, is one who has completed the probationary period and is assigned duties associated with a position identified with the Employer's organization.

5.3 Full-Time Hourly Employee. An employee who is paid on an hourly basis and who in the performance of assigned duties normally works a regular continuing schedule of forty (40) or more hours per week.

5.4 Part-Time Hourly Employee. An employee who is paid on an hourly basis and who in the performance of assigned duties normally works a regular continuing schedule of less than forty (40) hours per week. Subject to eligibility requirements, part-time employees shall be entitled to fringe benefits specified in this Agreement on a pro rata basis.

5.5 Temporary Employee. A temporary employee is one who is hired to work during any period when additional work of any nature requires a temporarily augmented work force or in the

event of an emergency, or to relieve other employees because of illness, leave of absence, or to work during holidays or vacation periods. Temporary employees shall include employees working on an "on call" basis. Temporary employees are excluded from the bargaining unit and are not subject to the terms of this Agreement.

ARTICLE 6 - EMPLOYMENT PRACTICES

6.1 Non-Discrimination. The Union and the Employer agree to promote equal treatment and equal employment opportunity to all applicants and employees regardless of race, creed, color, national origin, religion, age, marital status, sexual minority status, sexual orientation, veteran status or disability unless based upon a bona fide occupational qualification.

6.2 Notice of Termination. Employees who have completed the required probationary period shall receive fourteen (14) calendar days' notice of termination or two (2) weeks' pay in lieu thereof, except in cases of discharge for just cause.

6.3 Notice of Resignation. Employees shall be required to give at least fourteen (14) calendar days' written notice of resignation. This fourteen (14) day notice requirement shall not include vacation time or sick leave. The Employer may require reasonable proof of illness. Failure to give notice shall result in loss of all accrued vacation.

6.4 Discipline and Discharge. No full-time or part-time employee shall be disciplined or discharged except for just cause. Just cause shall be defined to include, where appropriate, the concept of progressive discipline. The Employer, however, reserves the unqualified right to discharge any employee deemed to be incompetent. The Employer shall be the sole judge of the employee's capability and competency, providing that such judgment shall be exercised in good faith and based upon established job criteria. Employees who have been discharged by the Employer shall upon request by the employee, be given a written statement of the cause of discharge by the Employer at the time of discharge or within a reasonable time thereafter. Employees shall be given the opportunity to review, sign and respond in writing to all evaluations and written warnings to be entered into their personnel file.

6.5 Professional Responsibility. As professionals, all employees should seek continuous advancement in their performance, productivity, skills, and knowledge. The Employer will make a good faith effort to relieve employees so that they may attend continued education offerings approved by the Employer, and will actively encourage such participation. Failure to achieve this objective within a reasonable period of time may adversely affect an employee's opportunity for continued employment with the Employer. Attaining these objectives will be considered in regard to promotional opportunities and any merit increases that may be granted.

6.6 Evaluations. The Employer shall maintain an evaluation system which provides for employee evaluations on a special or annual basis. Employees shall be given a copy of their evaluation.

6.7 Personnel Files. Employees may, by appointment, review their personnel files.

6.8 Personnel Action Forms. Written Personnel Action forms shall be used to specify conditions of hiring, termination, changes in employee status, pay, shift, or return from leave of absence. Upon request, the employee shall be provided with one copy of this form.

6.9 Inservice Education. Inservice education shall be established for Agency personnel with programs posted in advance. As an Agency objective, the Agency will attempt to provide a minimum of three (3) hours of inservice per each two (2) months. If training is required by the Employer or required for the employee to maintain or obtain credentialing that is required for employment at the Employer and written approval is provided by the employee's supervisor and the Director of Human Resources, the Employer will ensure any in-house training on those topics will be made available to those employees. Time spent in the training will be paid at the employee's regular rate of pay. Employees must submit their request to their supervisor at least two (2) weeks before the training is scheduled. If the employee's supervisor and the Director of Human Resources approves the training, the employee will endeavor to revise his or her schedule to avoid working in excess of forty (40) hours in the workweek that the training occurs.

6.10 Job Openings. When a job opening or vacancy occurs within the bargaining unit, notice of such job opening will be posted on designated bulletin boards. A job opening will be posted for five (5) days, excluding Saturdays, Sundays and holidays, unless circumstances require immediate replacement. Length of service shall be a serious consideration in filling a job opening, providing skill, ability, experience and past performance are substantially equal in the opinion of the Employer.

6.10.1 Employees transferring or reclassified to a new program or a new position pursuant to this Section 6.10 shall receive a brief written or verbal review at the end of the probationary period (90 consecutive calendar days) only if the Employer decides in its sole discretion that the employee will be retained in the new position. During this performance review period, the employee will retain regular employee status. If the employee fails to meet standards of performance as determined by the Employer by the end of the ninety (90) consecutive calendar day performance review period, the employee, at the Employer's discretion, may no longer be allowed to continue in that position. The employee will be returned to the employee's prior position, if the position has not been filled. If the position has been filled, the employee will be eligible for reinstatement to the employee's prior position based upon available openings for a period of ninety (90) consecutive calendar days. If the employee notifies the Employer in writing during the last ten (10) days of the ninety (90) consecutive calendar day reinstatement period of a continuing interest in an available opening, the employee will be eligible for reinstatement to the employee's prior position for an additional ninety (90) consecutive calendar days (a total of one hundred eighty (180) consecutive calendar days). If the employee has not been reinstated within this one hundred eighty (180) consecutive calendar days time period or the employee has refused an offer of reinstatement, the employee's employment with the Agency will be terminated.

6.11 Clinical Consultation. The Agency will provide appropriate clinical consultation with prior supervisory review.

6.12 Orientation. The Employer will provide orientation to the Agency and the program to which the employee is assigned.

6.13 Labor-Management Committee. A Labor-Management Committee shall be established to discuss subject matters of mutual concern. The purpose of the Committee shall also be to foster improved communications between the employer and employees. The function of the committee shall be limited to an advisory rather than a decision-making capacity. The Committee shall consist of five (5) representatives of management and five (5) representatives from the bargaining unit. The Committee shall meet for two hours once per quarter. Employees on the Committee shall be paid their regular rate of pay for the 2 hours they spend at quarterly meetings. Any other additional meetings shall be by mutual agreement of the parties and any time employees spend at additional meetings shall be at the sole discretion of the employees, non-mandatory and non-compensable. Areas of mutual concern may be discussed by the Committee including, but not limited to, staffing levels, safety issues, work forms, etc. A Union staff member may attend at the request of the bargaining unit. The Committee will be advisory. The Union waives the right to file any unfair labor practices against the Employer for any activities that occur or arise out of the Committee.

6.14 Damage to Automobile. If an employee receives damage to the employee's personally-owned automobile while using the automobile on authorized Agency business, the Agency will pay up to three hundred dollars (\$300) of the employee's automobile insurance deductible providing the damage was not the result of the employee's negligence and the other driver was uninsured. The Agency will pay fifty percent (50%) of the cost incurred by the employee for alternative transportation not to exceed a cost to the Agency of two hundred fifty dollars (\$250) for any accident involving the employee's automobile while on Agency business where the employee was without fault.

6.15 Broken Glasses If an employee's glasses are damaged as a result of physical confrontation with client(s) while the employee performs their job duties, and the glasses are necessary for the employee to perform the essential functions of their job, the Agency will reimburse the employee up to a maximum of \$150 towards replacement of glasses.

6.16 Safety. When the safety issue involves physical harm to the employee (requiring urgent medical care: being seen in the emergency room or an appointment within 24 hours with a medical provider) or the potential of serious physical harm, the employer will respond with an initial debriefing and investigation within 24 hours) or the potential of serious physical harm, the employer will respond with an initial debriefing and investigation within 24 hours. The Employer will have up to five days to propose an intervention to resolve the issue. Action will be taken as soon as practical, given implementation realities such as approval from fire marshals, availability of contracts, etc. If the employee is unable to return to work due to an L&I qualifying reason, the Employer will pay for the first three days of absence. These days will be paid via sick leave unless the employee does not have any sick leave available. If it is determined the incident was the fault (caused by or escalated by) of the employee, the Employer is not obligated to pay.

On all other safety issues, after the safety committee meets, the employer will follow up with a communication with the affected employees. The affected employees may choose a

representative to attend the safety meeting. Upon request of the affected employees, there will be a face-to-face meeting with the Employer.

For departments where we have ongoing safety concerns, an ad hoc labor-management committee will be convened. The labor-management committee discussions may include staffing as a resolution.

ARTICLE 7 - SENIORITY

7.1 Seniority shall be defined as a full-time or part-time employee's continuous length of service from the date of hire at the Employer in a particular job classification. Any employee transferring into the bargaining unit from the Compass/SEIU 1199 bargaining unit shall retain their seniority date.

7.2 Where such factors as qualifications, skill, ability and efficiency are equal as determined solely by the Employer, than seniority shall be the determining factor in determining transfers, shift changes, layoffs, promotions to positions within the bargaining unit and vacation scheduling. Provided, the Employer makes a good faith determination of qualifications, skill, ability and efficiency that is not arbitrary and capricious. Layoffs shall be by job classification within each program.

(a) **Full-time Employee.** A full-time employee subject to layoff in a program may elect (1) layoff, or (2) the position of the least senior full-time employee in the same job classification in that functional area. If option (2) is elected, the least senior full-time employee displaced shall have the right to elect (1) layoff, or (2) the position (FTE) of the least senior part-time employee in the same job classification within the functional area, providing the part-time employee is less senior than the displaced employee.

(b) **Part-time Employee.** A part-time employee subject to layoff may elect (1) layoff or (2) the position (FTE) of the least senior person in the same job classification in the functional area.

If an employee moves into another position as a result of this layoff procedure, the employee shall be subject to a new ninety (90) consecutive calendar day period of performance review. If the employee does not successfully complete the new performance review period in the opinion of the Employer, the employee shall be laid off and placed on the recall roster.

This layoff procedure shall not apply if a vacant position exists within the functional area for which the employee is qualified in the opinion of the Employer. If the employee is reassigned to a vacant position within the functional area, the employee shall be subject to a ninety (90) consecutive calendar day performance review period. If the employee elects not to accept the vacant position, the employee shall be laid off and placed on the recall roster.

7.2.1 For purposes of Section 7.2 of the collective bargaining agreement, "functional areas" shall be defined as follows:

1. Primary Care.

2. Extended Care - Children.
3. Residential Services - Children.
4. Extended Care - Adults.
5. Residential Services - Adults.
6. Emergency Services.
7. Crisis Beds.
8. Multi-Cultural Services.
9. Medical/Psychiatric Services
10. Evaluation and Treatment Centers

7.3 Termination. Seniority shall terminate upon cessation of the employment relationship; for example, discharge, resignation, retirement, twelve (12) consecutive months of layoff, refusal to accept a comparable position (same FTE) within a functional area, or failure to comply with recall procedures specified by the Employer. When seniority terminates, the employee shall, if ever reemployed, be regarded as a new employee. An approved leave of absence shall not break seniority.

ARTICLE 8 - HOURS OF WORK AND OVERTIME

8.1 Work Week. A regular, full-time workweek shall consist of forty (40) hours of time actually worked within a seven (7) day period (Monday through Sunday). The Employer, in its sole discretion, reserves the right to institute different workweeks. There is no guarantee of a minimum or maximum number of hours in a day or in a week.

8.2 Meal/Rest Periods. All employees shall receive a meal period which shall not exceed one (1) hour. Employees who are required to work during their meal period shall be paid for the time worked as required by law. All employees shall be allowed a paid rest period of fifteen (15) minutes in each half shift of three and one-half (3 ½) hours or more duration. Where the nature of the work allows employees to take intermittent rest periods equivalent to fifteen (15) minutes for each three and one-half (3 ½) hours or more worked, scheduled rest periods shall not be required.

8.3 Overtime. Overtime shall be paid at a rate of time and one-half (1 ½) for all hours actually worked in excess of forty (40) hours in a regular workweek. Paid or unpaid holidays, personal leave days, vacation days, leave days, etc. shall not count as hours actually worked. Any time worked in excess of forty (40) hours in a regular workweek must be approved in writing, in advance, by the employee's immediate supervisor.

8.4 Twenty-four Hour Program Work Schedules. The work schedule shall be posted ten (10) days prior to the beginning of the scheduled work period.

8.5 Salaried Employees. Schedule adjustments may be made to accommodate caseload demands. Caseload and productivity standards will be reviewed and adjusted periodically to levels which can reasonably be met over a period of time within the normal work week.

ARTICLE 9 - COMPENSATION

9.1 Wage/Salary Schedule. Schedule "A" attached hereto and made a part of this Agreement is the wage/salary schedule effective on the dates indicated. Effective July 1, 2007, all employees shall receive a 5.04% wage increase and all rates and steps on the wage schedule shall be increased by 5.04%. Effective July 1, 2008, all employees shall receive a 5.04% wage increase and all rates and steps on the wage schedule shall be increased by 5.04%.

The attached MOU governs implementation of these wage increases.

9.2 Longevity Steps. Longevity steps paid pursuant to Schedule A shall become effective at the start of the pay period that begins during the month of the employee's anniversary date of employment.

9.3 New Hires - Recognition for Prior Experience. New hires will be credited with their job-related years of experience acquired after obtaining the minimum qualifications for the job, at the rate of one (1) step per year not to exceed Step 3.

9.4 Contract Renegotiation. The Employer reserves the right to open the Contract at any time to renegotiate wage rates in the event of a significant reduction in Medicare reimbursements (Title 18), Medicaid reimbursements (Title 19), the North Sound Regional Support Network Prepaid Health Plan reimbursements, and the State Department of Social and Health Services reimbursements (DSHS).

9.5 Use of Personal Automobile. Employees required to use their personal automobile while on duty shall be reimbursed for said use at the current IRS reimbursement standards. No employee will be required or expected to transport clients in their personal vehicle.

9.6 Standby Pay. Effective the first full payroll period on or after date of ratification, employees shall be paid standby pay at the rate of at least one dollar (\$1) per hour when required to carry a "beeper" outside regularly scheduled hours.

9.7 Callback Pay. Hourly employees called back in to work will be paid a minimum of one (1) hour of pay. (This shall not apply to telephone calls.)

9.8 Lead Pay. Employees will not be expected to perform lead duties such as scheduling and being emergency decision maker. If lead duties are assigned, we will meet in an LMC setting to discuss and resolve.

9.9 Clinician Pay. Those licensed Clinicians whose license is used for the benefit and at the direction of the Employer, will receive a one-time increase of one step on the wage grid. This is in addition to their anniversary date increase.

9.10 Shift differential. Effective February 6, 2006, shift differential for all 24-hour staff for all time actually worked as set forth below:

Residential and Crisis Beds

Shift	Differential (per hour)
Day shift	\$.00
Evening (3:00 p.m. – 11:30 p.m.)	\$.50
Night (11:30 p.m. – 7:30 a.m.)	\$.75
Weekend (Saturday and Sunday)	\$1.00

ES Outreach

Shift	Differential (per hour)
Evening (4:00 p.m. – Midnight)	\$.50
Night (Midnight – 8:00 a.m.)	\$.75
Weekend (Saturday and Sunday)	\$1.00

ARTICLE 10 - HOLIDAYS

10.1 Recognized Holidays. Employees will be eligible for the Employer’s holiday pay benefit after actually working one complete work day. Holiday compensation is payable on a “benefit day” formula of the scheduled standard hours per week divided by five (5). The following holidays plus one personal float day to be taken in the calendar year in which it accrues shall be granted with regular pay:

- | | |
|----------------------------|----------------------------|
| New Year's Day | Labor Day |
| Martin Luther King Holiday | Thanksgiving Day |
| Presidents’ Day | Day after Thanksgiving Day |
| Memorial Day | Christmas Day |
| Independence Day | |

10.2 Work on a Holiday. Any full-time or part-time employee required to work on a holiday shall be paid one and one-half (1 ½) times the straight-time hourly rate of pay plus holiday pay at straight-time based upon the employee's normal weekly work schedule. Employees of 24-hour facilities may have a “deferred holiday” with regular pay. If employees take a “deferred holiday” in lieu of holiday pay they must notify their supervisor and human resources department in writing at least one week in advance. The written notice must be submitted to payroll with the timesheet for that work period. The deferred holiday will be included in the employee’s accrued vacation. Failure to submit written notice to payroll will result in the employee being paid for that holiday and no deferred holiday can be taken. To the extent feasible, holiday work shall be rotated by the Employer.

10.3 Holiday During Vacation If a holiday occurs during an Employee's scheduled vacation, the Employee will be paid for the holiday based upon the holiday benefit day formula.

ARTICLE 11 - VACATIONS

11.1 Vacation Schedule. Full-time and part-time employees on a pro rata basis shall accrue vacation benefits each month according to the following schedule:

<u>Upon Completion of:</u>	<u>Paid Vacation Days</u>
1 year	16 benefit days
2 years	17 benefit days
3 years	18 benefit days
4 years	20 benefit days
5 years	21 benefit days
6 years	22 benefit days
7 years	23 benefit days
20 or more years	25 benefit days

To determine the number of days of vacation from hourly reports, divide the hours by the number of hours in an employee's benefit day. The benefit day is determined by dividing the standard hours worked per week by five (5). For example, a standard work week of forty (40) hours will have an (8) hour benefit day, a twenty (20) hour standard work week will have a four (4) hour benefit day. If a pay stub shows 86 hours as a vacation balance and the employee has a twenty (20) hour work week, divide 86 by four (4), which will show twenty one and one-half (21.5) benefit days, just under the vacation accrual limit of twenty-two (22) days.

11.2 Vacation Year. The vacation year shall be based on an employee's anniversary date. Vacations may be taken any time during the vacation year mutually agreeable to the Employer and the employee.

11.3 Scheduling. After six (6) months of continuous employment, employees may schedule and take vacations to the extent that they have been earned. Vacations shall be scheduled by seniority, subject to the Employer's right to determine the number of employees, if any, who may schedule a vacation during a particular week. Seniority shall only prevail in vacation selection during the established posting period. Subject to scheduling requirements, vacations may be taken in conjunction with holidays and do not have to be consecutive in duration when mutually agreed to between the Employer and employee. Vacations shall be scheduled by work unit. A vacation scheduling chart will be posted in each unit from March 1 through March 31. Employees must register their vacation selection during the period of posting to ensure their seniority rights concerning vacation schedules. The Employer will notify employees of their vacation dates by the end of April. Thereafter, vacations shall be scheduled on a first request basis. The Employer will notify employees of approval or denial of their requested vacation within thirty (30) days of submission of the request for all vacation requested outside the posting period.

11.4 Maximum Accrual. The maximum accrual of vacation time off shall be limited to twenty-two (22) benefit days. In the event an employee cannot take earned vacation due to the work load in a particular department, vacation will be carried over into the following year. Requests for vacation must be in writing and approved in advance of the forfeiture by way of signed approval of the Employee's supervisor and the Director of Human Resources.

11.5 Vacation Pay. Vacation pay shall be the Employee's regular rate of pay.

11.6 Vacation Donation. After six (6) months of employment, employees who have accrued vacation shall be eligible to donate accrued vacation hours to employees who are ill or injured and have exhausted all available vacation and sick leave hours.

ARTICLE 12 - SICK LEAVE

12.1 Accrual. Regular full-time and part-time employees on a pro rata basis shall be entitled to accrue one (1) day of paid sick leave for each month of service. The maximum accumulation of sick leave shall be 520 hours.

12.2 Eligibility. Upon completion of three thirty (30) consecutive days of employment, employees shall be eligible to take accrued sick leave subject to utilization standards or policies established by the Employer.

12.3 Compensation. If an employee is absent from work due to illness or injury, the Employer shall pay the employee sick leave for each day of absence to the extent accrued. Prior to payment, reasonable proof of illness may be required. Proven abuse of this sick leave benefit will be grounds for discharge.

12.3.1 Wellness Days. Employees may use two days per calendar year of sick leave as wellness days without any need to provide any reason or verification of illness.

12.4 On-The-Job Injury. Sick leave may be used to supplement the amount received by an employee from Worker's Compensation Insurance up to the amount of the employee's pay for the hours the employee would have worked had the employee been available for work.

ARTICLE 13 - MEDICAL AND INSURANCE BENEFITS

13.1 Medical and Dental Insurance. Beginning the first of the month following sixty (60) days of continuous employment, all full-time and part-time employees regularly scheduled to work twenty (20) or more hours per week shall be included under and covered by the Employer's group insurance plan providing medical, surgical, hospital and dental insurance benefits. Full-time employee's premiums shall be paid by the Employer. Part-time employees' premiums shall be paid by the Employer on a pro rata basis. For medical and dental insurance purposes, full-time employees are those working thirty-five (35) or more hours per week. An eligible employee may also enroll their spouse and dependent children in their plan at the employee's option and cost. The employee pays one hundred percent (100%) of the cost for spouse coverage. The Employer and the

employee share the cost of child(ren) coverage -- twenty-five percent (25%)/seventy-five percent (75%) respectively. Requests for participation of spouse and/or dependent children is subject to open enrollment periods.

13.2 Life Insurance; Retirement Plan. The Employer shall continue in full force and effect its life insurance and retirement plans, making whatever changes may be required to comply with applicable law and regulations. The life insurance benefit shall be one times (1x) annual salary. Subject to eligibility requirements, additional group life insurance may be purchased by employees for themselves or their dependents, as provided by the plan.

13.3 Liability Insurance. The Employer shall provide professional liability insurance for all employees.

13.4 Long Term Disability Insurance. The Employer shall provide long term disability insurance to employees.

13.5 Plan Changes. The Employer retains the right to make whatever additions, modifications, and/or deletions to the above mentioned insurance and retirement plan benefits as it determines to be necessary. At the sole discretion of the Employer, the Employer may select alternative plans that will reduce costs to the employer and/or employees but may not substantially change the out-of-pocket costs or reduce benefit levels to the employees. The Union will be notified of any changes in the above mentioned plans.

13.6 Eligibility. Participation in medical, dental and any other insurance benefits shall be subject to the plan's specific eligibility requirements.

ARTICLE 14 - LEAVES OF ABSENCE

14.1 In General. All leaves are to be requested in writing as far in advance as possible. Such requests are to be directed to the Executive Director and should specify the length of leave requested. A written reply from the Executive Director to grant or deny the request shall be issued as soon as possible. A leave of absence shall begin on the first day of absence from work. Accrued vacation hours shall be used with an approved leave of absence. Accrued sick leave shall be used with an approved disability/maternity leave of absence. All leaves of absence are unpaid unless otherwise indicated.

14.2 Approved Leaves of Absence; Reinstatement. Except as is otherwise required by law, if an approved unpaid leave of absence does not exceed sixty (60) consecutive calendar days, the employee will be reinstated to his/her former position. If an approved unpaid leave of absence exceeds sixty (60) consecutive calendar days, the Employer may permanently fill the vacated position. If the Employer has filled the vacated position, the employee on an approved leave of absence will be offered the first available position for which he/she is qualified for a period of up to six (6) months from the beginning of the leave of absence. If the employee has not been reinstated within this six (6) month time period or the employee has refused an offer of reinstatement, the employee's employment with the Agency will be terminated.

14.3 Disability (Maternity and Health) Leave. A leave of absence for health reasons shall be granted upon the written recommendation of a physician for the period of disability up to six (6) months, without loss of previously accrued seniority or benefits. A maternity leave shall be granted for the period of temporary physical disability. A notice from the physician releasing the employee to return to work must be provided to the Agency before the employee comes back to work following a disability/maternity leave.

14.4 Family Leave. As required by federal law, upon completion of one (1) year of continuous employment, any employee who has worked at least 1250 hours during the prior twelve (12) months shall be entitled to up to twelve (12) weeks of unpaid leave per year for the birth, adoption or placement of a foster child; to care for a spouse or immediate family member with a serious health condition; or when the employee is unable to work due to a serious health condition. The Employer shall maintain the employees' health benefits during this leave and shall reinstate the employee to the employee's former or equivalent position at the conclusion of the leave.

If a particular period of leave qualifies under both the Family and Medical Leave Act of 1993 (FMLA) and state law, the leaves shall run concurrently. This leave shall be interpreted consistently with the rights, requirements, limitations and conditions set forth in the federal law and shall not be more broadly construed. The Employer may require or the employee may elect to use any accrued paid leave time for which the employee is eligible during the leave of absence. Generally, employees must give at least thirty (30) days' advance notice to the Employer of the request for leave.

14.4.1 For purposes of this Agreement, domestic partner shall be included within the definition of "immediate family".

14.5 Jury Duty. Regular part-time and full-time employees will be paid their straight time wage, based upon the number of scheduled hours per week for time missed less the amount of jury duty pay received for scheduled work days for a period not to exceed twenty (20) working days. Upon request, an employee will be excused from an evening or night shift while serving on jury duty. Employees will be eligible for the Employer's jury duty leave benefit after actually working one work day.

14.6 Military Leave. Leave required in order for an employee to fulfill active duty requirements in a military reserve of the United States shall be granted without pay, without loss of benefits accrued to the date such leave commences, and shall not be considered part of the employee's earned vacation time. An employee who returns from military leave on a timely basis, as specified by federal and state laws, shall be reinstated to the employee's former position, or to a position of like seniority, status and pay.

14.7 Bereavement Leave. A full-time employee shall be allowed up to twenty-four (24) hours plus sixteen (16) hours for out of state travel of paid leave if there is a death in the employee's immediate family. Bereavement leave shall be prorated for part-time employees. The term "immediate family" includes husband, wife, mother, father, son, daughter, sister, brother, mother-in-law, father-in-law, son-or daughter-in-law, step-parent, step-child, step-grandchild, step-

grandparents, grandparents or domestic partner (including mother, father, child and step relations of domestic partner) residing in the employee's household.

14.8 General/Personal Leave of Absence. After one (1) year of employment, a personal leave of absence may be granted for a period not to exceed sixty (60) days.

ARTICLE 15 - CONTINUING EDUCATION

15.1 Educational Leave. Regular employees will be allowed five (5) days of paid educational leave (prorated for part-time and new employees) per calendar year for the purpose of attending beneficial career-oriented functions. The Employer shall be the judge as to whether educational leave is appropriate and beneficial to the Employer and the employee. Such leaves shall also be subject to budgetary considerations and scheduling requirements of the Employer. When an employee is required by the Employer to attend an educational career-oriented function, the employee's wages and all expenses shall be paid by the Employer.

15.2 Educational Funds. Regular employees will be allowed up to two hundred fifty dollars (\$250) per calendar year (prorated for new hires) to cover costs of approved educational offerings. Employees may carry over unused funds for one (1) calendar year. These monies may also be used to purchase books or videos for educational purposes.

ARTICLE 16 - GRIEVANCE PROCEDURE

16.1 Grievance defined. A grievance is an alleged violation of a specific Article or Section of this Agreement. If any such grievance arises, it must be submitted by the employee to the following grievance procedure. Time limits set forth in the following steps may only be extended by mutual written consent of the parties hereto.

Step 1: Program Manager

The Union and Employee shall first reduce the grievance to writing, noting conspicuously on the grievance "STEP 1 GRIEVANCE" and submit it to the employee's Program Manager/Supervisor no later than fourteen (14) calendar days of the employee's knowledge of the facts that constitute the grievance or fourteen (14) calendar days from when the employee reasonably should have known of the grievance. The Union and employee must provide the Human Resources Director with a copy of the Step 1 grievance at the same time as the grievance is submitted to the Program Manager/Supervisor. Either party can request a meeting regarding the grievance and the parties shall meet if they mutually agree to do so. The Program Manager/Supervisor will be given fourteen (14) days to resolve the grievance.

Step 2: Chief Executive Officer

If the matter is not resolved to the parties' satisfaction at Step 1, the Union Representative shall present the written grievance to the Chief Executive

Officer (or designee) and the Human Resources Director within fourteen (14) calendar days of the Program Manager's decision. The written grievance shall contain a description of the alleged problem, the specific section of the contract that has been allegedly breached, the date it occurred and the specific corrective action the grievant is requesting. The parties shall meet within fourteen (14) calendar days for the purpose of attempting to resolve the grievance. The Executive Director (or designee) shall reply in writing within fourteen (14) calendar days following receipt of the grievance.

Step 3: Arbitration

If the grievance is not settled on the basis of the foregoing procedures, and if the grievant and the Union have complied with the specific procedures, and time limitations specified in Steps 1, 2 and 3 the employee with the assistance of the Union may submit the issue in writing to final and binding arbitration within fourteen (14) calendar days following receipt of the Step 2 written reply from the Executive Director (or designee). If the Employer and the Union fail to voluntarily agree on an arbitrator, a list of eleven (11) arbitrators shall be requested from the Federal Mediation and Conciliation Service. The parties shall thereupon alternate in striking a name from the panel until one name remains. The person whose name remains shall be the arbitrator. The arbitrator's decision shall be final and binding on all parties except as provided herein. The arbitrator shall have no authority to add to, subtract from, to otherwise change or modify the provisions of this Agreement, but shall be authorized only to interpret existing provisions of this agreement as they may apply to the specific facts of the issue in dispute. The Arbitrator shall not substitute his or her judgment for that of the Employer in matters involving professional competency or malpractice. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party.

16.2 This grievance procedure shall terminate on the expiration date of this contract, unless the contract is extended by the mutual written consent of the parties. Grievances arising after the expiration date of this contract shall be null and void, and shall not be subject to the grievance procedure.

16.3 Probationary, temporary, and on-call employees shall not be entitled to use this grievance procedure for discharge or disciplinary actions taken by the Employer. The review process hereinafter set forth shall be the sole method for resolution of grievances. All time limits set forth herein must be strictly adhered to unless agreed to otherwise in writing by both parties. A grievance not advanced to the next higher level within the time limit provided shall be deemed permanently withdrawn, no longer in dispute and a waiver of any party's right to pursue the matter further through the grievance procedure.

16.4 Upon the request of the Employer, the Union shall provide the Employer with a description of the shop steward's duties and responsibilities. Employees shall have the right to the assistance of a Shop Steward as set forth under the National Labor Relations Act.

16.5 Should a grievance be taken to arbitration, an Arbitrator shall have no power to add to or subtract from or to disregard, modify, or otherwise alter any term of this or any other agreement(s) between the Union or the Employer or to negotiate new agreements. The Arbitrator's powers are limited to interpretations and a decision concerning specific applications of the language of this Agreement or other existing pertinent agreement(s), if any. Decisions of an Arbitrator shall be subject to and in accord with the provisions of existing laws, including court and NLRB decisions, and executive or administrative orders and/or regulations. The decision of the Arbitrator shall be based solely upon the record presented at hearing.

16.6 At the conclusion of the arbitration hearing, the Arbitrator shall proceed within 45 calendar days to render a decision which shall be final and binding on all concerned.

16.7 The arbitrator's fees and expenses will be borne by the party whose position is not upheld by the Arbitrator's decision. Both parties shall be responsible for their own attorneys' fees. Should either party request a transcription of an arbitration, that party shall bear the costs of a court reporter or other transcriber provided, however, that the other party shall pay one-half (1/2) the costs of the reporter should access to the transcript or a copy of the transcript be requested.

ARTICLE 17 - NO STRIKE

17.1 **No Strike**. Neither the Union nor its members, agents, representatives, employees or persons acting in concert with them, shall incite, encourage or participate in any strike, walkout, slowdown, sympathy strike, or other work stoppage of any nature whatsoever, nor shall they engage in any form of economic pressure or picketing against the Employer. In the event of any strike, walkout, picketing, slowdown or work stoppage or threat thereof, the Union and its officers will do everything within their power to end or avert the same during the term of this Agreement.

17.2 **Discipline/Discharge**. Any employee authorizing, engaging in, encouraging, sanctioning, recognizing or assisting in any strike, slowdown, picketing or other concerted interference, or who refuses to perform services duly assigned, shall be subject to immediate dismissal or such lesser discipline as the Employer shall determine.

ARTICLE 18 - GENERAL PROVISIONS

18.1 **Illegality**. Should any provision or provisions become unlawful by legislative act or by declaration of any court of competent jurisdiction, such action shall not invalidate this Agreement. Any provision of this Agreement not declared invalid shall remain in full force and effect for the term of the Agreement. If any provision is held invalid, the Employer and the Union shall enter into negotiations for the purpose, and solely for the purpose, of arriving at a mutually satisfactory replacement for such provision.

18.2 **Amendments**. Any changes or amendments to this Agreement shall be in writing and duly executed by the parties hereto.

18.3 Past Practices. Any and all agreements, written and verbal, previously entered into between the parties hereto are mutually canceled and superseded by this Agreement. Unless specifically provided herein to the contrary, past practices shall not be binding on the Employer.

ARTICLE 19 – MENTAL HEALTH ADVOCACY DAYS

The parties agree that CH shall create a pool of sixty (60) paid leave days (combined North and South) which shall be designated as “Mental Health Advocacy Days” (“MHA” Days) for use during the life of this Agreement.

The Union shall provide CH at least fourteen (14) calendar days written notice of the MHA days and the identity of the employee(s) who are requesting the leave. During that fourteen (14) day period and upon request of either party, the parties shall meet and confer in a collaborative way about the nature of the Union’s MHA day activities. Taking MHA leave shall be subject to CH approval based upon scheduling, staffing and client needs. CH shall use good faith in accommodating the Union’s request for MHA days.

For purposes of determining the pay an employee shall receive for a MHA day, pay shall be the amount the employee would have received had she/he worked their regularly scheduled shift on the MHA day. Time spent on MHA day activities shall not be construed as “time worked” for purposes of determining CH responsibility to pay employees 1-1/2 their regular rate of pay for time in excess of forty (40) hours in an individual work week. MHA days shall not be used for participating in or supporting any labor dispute or economic action against CH or any employer or employers. MHA days must be taken in full-day increments.

The MHA days shall be replenished (e.g. 60 days) upon ratification of a successor agreement that is at least two (2) years in length.

ARTICLE 20 - TERM OF AGREEMENT

This Agreement shall become effective July 1, 2007 and shall remain in full force and effect until March 31, 2009 unless changed by mutual consent. Should the Union or Employer desire to change, modify or terminate the Agreement upon the expiration date, written notice must be given to the other party by certified mail at least ninety (90) days prior to the expiration date. After receipt of such notice, negotiations shall commence at a mutually agreeable time. In the event written notice is not received by either party or negotiations do not result in a new Agreement on or before the expiration date, this Agreement shall terminate unless both parties agree to extend the contract.

**IN WITNESS THEREOF, the parties hereto have executed this Agreement this _____th
day of _____ 2007.**

Compass

SEIU District 1199NW

Jess Jamieson, Chief Executive Office

Diane Sosne, President

Jonathan Rosenblum, Internal Organizing Director

Teresa Ackerlund, Behavioral Health Aide

Kristine Clement, Clinician II

Tamhas Clinton, Psych Tech

Bret Cottrell, MHT III

Janet Cunniffe, CDMHP

Bonnie Edwards, Clinician II

Juli Espinoza, Clinician II

Elmer Hill, Clinician I

Marilyn Holmes, ARNP

Troy Husband, CDMHP

Bhanu Jayarajan, Clinician II (Licensed)

Maureen Masterson, Clinician I

Larissa Merwin, Clinician I

Vathara Oung, Clinician I

Gloria Pashinski, Clinician II

CeCe Thomas, Clinician III

Deborah Townsend, Clinician I

Angela Tull, Clinician

David Wilder, Clinician III

Insert Wage Scales 2007

Insert wage scale 2008

2007-2009 Agreement

**LETTER OF UNDERSTANDING
Between Compass Health and
SEIU 1199NW**

Neither the Union nor any employee covered by the parties' collective bargaining agreement shall file a grievance over any written or verbal warning, unless the warning is subsequently used as a basis for a disciplinary suspension without pay or a disciplinary discharge, and the Union has filed a timely grievance over such suspension or discharge.

Signed:

For COMPASS HEALTH:

For: SEIU 1199NW

Dated: _____

MEMORANDUM OF UNDERSTANDING ON IMPLEMENTATION OF WAGE PASS-THROUGH INCREASES

Wage increases negotiated in the agreement are based in significant part on the additional funding provided by the state budget SHB Section 204.1(o). Both the Union and Compass agree that they believe the wage increases negotiated in this agreement are consistent with legislative requirements and legislative intent.

Both parties recognize that Compass Health has applied for, and has received approval from, the North Sound Mental Health Administration (NSMHA) for an increase in funding pursuant to SHB Section 204.1(o). The amount of this funding is sufficient to provide a 4.04% increase effective July 1, 2007, and an additional 4.04% increase effective July 1, 2008.¹

During the term of this Agreement, should NSMHA rescind its approval for the SHB Section 204.1(o) funding, or should NSMHA not provide and Compass not receive sufficient funding earmarked for the raises described above, then:

1. Compass shall promptly notify the union of this rescission or failure by NSMHA to provide adequate funding, including providing documentation from NSMHA of its action;
2. The parties shall meet promptly to discuss potential ways to collaboratively address the problem;
3. Compass may, at its discretion, suspend further implementation of the 4.04% increase following the meeting in section (2) above; provided, however, notice of such action will be provided to the Union by certified mail and that if such action is taken, then the parties shall consider the contract to be open on all economic issues and shall promptly return to bargaining. Should the union engage in any strike or work stoppage against Compass during this open contract period, then the entire collective bargaining agreement shall be considered open for negotiation.

Date: 9/11/07

Date: 9/11/07

For Compass Health:

For SEIU 1199NW:

Rochelle Clogston

Jonathan Rosublin

Rochelle Clogston
Print name

Jonathan Rosublin
Print name

¹ The parties also recognize that in addition to the 4.04% wage increases above, Compass is providing an additional 1% across-the-board increase 7/1/07 and on 7/1/08.

**Mukilteo Evaluation and Treatment Center
Summary of Formal Agreements
The Collaborative Problem Solving Process September – December, 2000**

E1 amended: By January 31, 2001, management/employees will form a four person work group (Safety Captain, one other employee, Interim Manager, Acute Care Director) to develop a mechanism to address and resolve facility safety, repair and maintenance issues. This will include definitions for emergency, urgent and routine situations, response times for each, specific procedures and accountability. Robin LoDuca will provide an interim procedure for emergencies and communicate with staff.

Proposal E2 was mutually agreed to as follows: A viable Safety Committee will be revitalized and will meet regularly. The committee will encourage participation by the North Sound E&T Safety Captain and will recommend a record keeping system. The Safety Captains from Mukilteo and North Sound will share safety information and meeting minutes. Membership of the Safety Committee will include employees and management. The committee will review a summary of safety incidents at the facility at each meeting. The Interim or Program Manager will provide the summary which will omit identifying and confidential information. The Safety Captain will attend the Central Safety Committee meetings held quarterly. Notes or minutes from the Safety Committee meetings will be posted and placed in the communication book.

There was additional discussion and agreement regarding safety problems or when needs arise between meetings that need attention in advance of the next scheduled meeting. In those cases the Shop Steward and appropriate representative of management can meet to discuss the problem and possible responses.

Proposal M3 was agreed to as follows: Shift differentials will be implemented.

	Evening	Night	Weekend
Psyche Techs/CNA's/LPN's	.50	.75	1.00
RN's Proposal	1.50	2.00	2.50
Unit Clerks	.25	.50	.75

It was mutually understood that the figures for shift differential were unique to each specified shift and not additive, e.g., a CNA working a weekend night shift would earn \$1.00 differential pay not \$1.75.

This proposal will begin with the pay period starting January 15, 2001.

The CNA's and the Unit Clerks will receive an increase in pay grade effective December 18, 2000.

Memorandum of Understanding on Retroactive Pay Increases

Employees shall be paid their wage increases retroactive to 7/1/07 in the first full pay period following the date on which the Union notifies Compass that the Union membership has ratified these agreements.

For Compass:

For SEIU 1199NW:

Dated: _____

Memorandum of Understanding on Unifying Contract Provisions

Current collaborative subgroup continues to meet with up to two (2) additional people for each party (for a total of up to eight [8]) and creates a proposed integrated contract on or before March 31st, 2008. Subgroup to meet at least monthly.

It is understood that any proposals from the workgroup need to be bargained by Union and Compass Health bargaining teams and ratified by the Union membership and Compass Board of Directors. Bargaining teams will meet at least once in November 2007, January 2008, and March 2008 to review ideas from workgroup and bargain any proposed changes.

Meeting time for work group and bargaining team members will be considered time worked consistent with current practice.

Current contracts remain in effect until March 31st, 2009.

For Compass:

For SEIU 1199NW:

Dated: _____
