

# **EMPLOYMENT AGREEMENT**

**By and Between  
COMPASS HEALTH**

**and**

**SERVICE EMPLOYEES INTERNATIONAL UNION,  
DISTRICT 1199 NORTHWEST**

**2007 - 2009**

# EMPLOYMENT AGREEMENT TABLE OF CONTENTS

<p>PREAMBLE <span style="float: right;">Page 4</span></p> <p>ARTICLE 1 - RECOGNITION</p> <p>1.1 RECOGNITION <span style="float: right;">Page 4</span></p> <p>1.2 NEW CLASSIFICATIONS <span style="float: right;">Page 4</span></p> <p>ARTICLE 2 - UNION MEMBERSHIP; DUES</p> <p>2.1 MEMBERSHIP <span style="float: right;">Page 4</span></p> <p>2.2 DUES DEDUCTION <span style="float: right;">Page 5</span></p> <p>2.3 BARGAINING UNIT ROSTER <span style="float: right;">Page 5</span></p> <p>2.4 POLITICAL ACTION FUND <span style="float: right;">Page 6</span></p> <p>ARTICLE 3 - UNION REPRESENTATIVE</p> <p>3.1 UNION ACCESS <span style="float: right;">Page 6</span></p> <p>3.2 FACILITY USE <span style="float: right;">Page 7</span></p> <p>3.3 UNION DELEGATES <span style="float: right;">Page 7</span></p> <p>3.4 ORIENTATION <span style="float: right;">Page 7</span></p> <p>3.5 BULLETIN BOARDS <span style="float: right;">Page 7</span></p> <p>3.6 CONTRACT DISTRIBUTION <span style="float: right;">Page 7</span></p> <p>3.7 NEGOTIATIONS RELEASE TIME <span style="float: right;">Page 8</span></p> <p>3.8 UNION LEAVE <span style="float: right;">Page 8</span></p> <p>ARTICLE 4 - DEFINITIONS</p> <p>4.1 PROBATIONARY EMPLOYEES <span style="float: right;">Page 8</span></p> <p>4.2 REG. FULL-TIME EMPLOYEE <span style="float: right;">Page 8</span></p> <p>4.3 REG. PART-TIME EMPLOYEE <span style="float: right;">Page 8</span></p> <p>4.4 TEMPORARY EMPLOYEE <span style="float: right;">Page 8</span></p> <p>4.5 ON-CALL EMPLOYEE <span style="float: right;">Page 9</span></p> <p>4.6 BACK-UP EMPLOYEE <span style="float: right;">Page 9</span></p> <p>4.7 CONTRACTORS <span style="float: right;">Page 9</span></p> <p>4.8 REGULAR DUTY CDMHP <span style="float: right;">Page 10</span></p> <p>4.9 DEFINITION FRINGE BENEFITS <span style="float: right;">Page 10</span></p> <p>4.10 WORK-WEEK BASIS <span style="float: right;">Page 10</span></p> <p>ARTICLE 5 - HOURS OF WORK &amp; OVERTIME</p> <p>5.1 WORKDAY / WORKWEEK <span style="float: right;">Page 10</span></p> <p>5.2 WORK SCHEDULES <span style="float: right;">Page 10</span></p> <p>5.3 REST / MEAL BREAKS <span style="float: right;">Page 11</span></p> <p>5.4 REGULAR RATE OF PAY <span style="float: right;">Page 11</span></p> <p>5.5 OVERTIME <span style="float: right;">Page 11</span></p> <p>ARTICLE 6 - EMPLOYMENT PRACTICES</p> <p>6.1 NONDISCRIMINATION <span style="float: right;">Page 12</span></p> <p>6.2 NONDISCRIM-UNION ACTIVITY <span style="float: right;">Page 12</span></p> <p>6.3 NOTICE OF RESIGNATION <span style="float: right;">Page 12</span></p>	<p>6.4 COMPENSATION TERM/RES <span style="float: right;">Page 12</span></p> <p>6.5 DISCIPLINE / DISCHARGE <span style="float: right;">Page 12</span></p> <p>6.6 PERSONNEL FILE <span style="float: right;">Page 13</span></p> <p>6.7 EVALUATIONS <span style="float: right;">Page 13</span></p> <p>6.8 JOB POSTING <span style="float: right;">Page 14</span></p> <p>6.9 PROMOTIONS <span style="float: right;">Page 14</span></p> <p>6.10 YEARS OF SERVICE <span style="float: right;">Page 14</span></p> <p>6.11 OUTSIDE EMPLOYMENT <span style="float: right;">Page 14</span></p> <p>6.12 PARKING <span style="float: right;">Page 15</span></p> <p>ARTICLE 7 - SENIORITY</p> <p>7.1 DEFINITION <span style="float: right;">Page 15</span></p> <p>7.2 APPLICATION SENIORITY <span style="float: right;">Page 15</span></p> <p>7.3 PROBATIONARY PERIOD <span style="float: right;">Page 16</span></p> <p>7.4 LOSS OF SENIORITY <span style="float: right;">Page 16</span></p> <p>7.5 LAYOFF DEFINED <span style="float: right;">Page 16</span></p> <p>7.6 MEETING W/ UNION <span style="float: right;">Page 16</span></p> <p>7.7 NOTICE <span style="float: right;">Page 17</span></p> <p>7.8 AFFECTED GROUP <span style="float: right;">Page 17</span></p> <p>7.9 VACANT POSITIONS <span style="float: right;">Page 17</span></p> <p>7.10 SENIORITY LIST <span style="float: right;">Page 17</span></p> <p>7.11 ORDER OF LAYOFF <span style="float: right;">Page 17</span></p> <p>7.12 COMPARABLE EMPLOY. <span style="float: right;">Page 18</span></p> <p>7.13 LAYOFF OPTIONS <span style="float: right;">Page 18</span></p> <p>7.14 REDUCTION HOURS / FTE <span style="float: right;">Page 19</span></p> <p>7.15 RECALL <span style="float: right;">Page 19</span></p> <p>7.16 VACATION CASH OUT/FINAL <span style="float: right;">Page 20</span></p> <p>7.17 UNEMPLOYMENT CLAIMS <span style="float: right;">Page 20</span></p> <p>ARTICLE 8 - WAGES</p> <p>8.1 WAGE SCHEDULE <span style="float: right;">Page 20</span></p> <p>8.2 LONGEVITY INCREASES <span style="float: right;">Page 20</span></p> <p>8.3 HIRE-IN-RATES <span style="float: right;">Page 20</span></p> <p>8.4 PAY DAYS <span style="float: right;">Page 21</span></p> <p>8.5 PAY SLIPS <span style="float: right;">Page 21</span></p> <p>8.6 PAYROLL DRAWS <span style="float: right;">Page 21</span></p> <p>8.7 SHIFT DIFFERENTIAL <span style="float: right;">Page 21</span></p> <p>ARTICLE 9 - OTHER COMPENSATION</p> <p>9.1 STANDBY / PAGER PAY <span style="float: right;">Page 22</span></p> <p>9.2 CDMHP STANDBY / PAGER <span style="float: right;">Page 22</span></p> <p>9.3 PHONE CONTACTS <span style="float: right;">Page 22</span></p> <p>9.4 WAGE PREMIUMS <span style="float: right;">Page 22</span></p> <p>9.5 WORK HIGHER CLASSIFIC. <span style="float: right;">Page 22</span></p> <p>9.6 MILEAGE REIMBURSE. <span style="float: right;">Page 23</span></p> <p>9.7 OTHER BUS &amp; TRAVEL <span style="float: right;">Page 23</span></p> <p>ARTICLE 10 - VACATION</p> <p>10.1 VACATION ACCRUAL <span style="float: right;">Page 23</span></p> <p>10.2 VACATION SCHEDULING <span style="float: right;">Page 24</span></p> <p>10.3 VACATION PAY <span style="float: right;">Page 24</span></p> <p>10.4 VACATION CASH OUT <span style="float: right;">Page 24</span></p>
--	--

10.5	VACATION UPON TERM.	Page 24	17.1	SAFE WORKPLACE	Page 36
10.6	ILLNESS VACATION	Page 25	17.2	HEALTH & SAFETY PLAN	Page 36
ARTICLE 11 - HOLIDAYS			17.3	TRAINING	Page 36
11.1	HOLIDAYS	Page 25	17.4	ASSAULT OF EMPLOYEE	Page 36
11.2	RELIGIOUS HOLIDAYS	Page 25	17.5	INFECTIOUS DISEASES	Page 37
11.3	HOLIDAY OBSERVANCE	Page 25	17.6	DRUG FREE WORKPLACE	Page 37
11.4	HOLIDAY ON DAY OFF	Page 25	ARTICLE 18 - GRIEVANCE PROCEDURE		
11.5	HOLIDAY COMPENSATION	Page 26	18.1	GRIEVANCE DEFINED	Page 37
11.6	PERSONAL HOLIDAY	Page 26	18.2	GRIEVANCE PROCEDURE	Page 37
ARTICLE 12 - SICK LEAVE			18.3	UNION/EMPLOYER GRIEVE	Page 40
12.1	SICK LEAVE ACCRUAL	Page 26	18.4	SCHEDULE OF MEETINGS	Page 40
12.2	SICK LEAVE USEAGE	Page 27	ARTICLE 19 - NO STRIKE / NO LOCKOUT		
12.3	SICK LEAVE CONVERSION	Page 27	19.1	NO STRIKE / NO LOCKOUT	Page 40
12.4	DONATED/ LEAVE SHARING	Page 27	ARTICLE 20 - MANAGEMENT RIGHTS AND RESPONSIBILITIES		
12.5	HEALTH / EXTENDED SICK	Page 27	20.1	MANAGEMENT RIGHTS	Page 40
12.6	COORD –WORKER’S COMP	Page 28	ARTICLE 21 – GENERAL PROVISIONS		
12.7	FAMILY MEMBER	Page 28	21.1	CONFLICT WITH LAWS	Page 41
12.8	FAMILY CARE	Page 28	ARTICLE 22 – MENTAL HEALTH ADVOCACY DAYS		
ARTICLE 13 - LEAVES OF ABSENCE			ARTICLE 23 - LIFE OF AGREEMENT		
13.1	IN GENERAL	Page 29	23.1	TERM OF AGREEMENT	Page 42
13.2	JURY DUTY / COURT	Page 30	SIGNATURES		
13.3	MILITARY LEAVE	Page 30	APPENDIX “A” - JOB CLASSES		
13.4	EMERGENCY/ BEREAVE	Page 31	APPENDIX “B” – WAGES		
13.5	MAINTENANCE SENIORITY	Page 31	APPENDIX ‘C’ – SEIU COPE FORM		
13.6	PERSONAL / UNPAID	Page 31	MEMORANDUM OF UNDERSTANDING		
13.7	FAMILY LEAVE - FMLA	Page 32	RETROACTIVE PAY INCREASES		
13.8	MATERNITY LEAVE	Page 32	UNIFYING CONTRACT PROVISIONS		
13.9	SABBATICAL LEAVE	Page 32	IMPLEMENTATION OF WAGE PASS-THROUGH		
13.10	UNION LEAVE	Page 33	LETTERS OF UNDERSTANDING		
ARTICLE 14 - HEALTH & WELFARE			APPLICATION OF PREV HIRE DATES		
14.1	MAINTENANCE OF BENEFIT	Page 33	PRINCIPLES EMER SVS OPERATIONS		
14.2	HEALTH INSURANCE	Page 33	EXTRA SHIFT ASSIGNMENT – EM SV		
14.3	DENTAL COVERAGE	Page 33	INDIVIDUAL LOU–PERSONNEL FILES		
14.4	SEC 125 CAFETERIA PLAN	Page 33	WORKLOAD/CASELOAD CONCERNS		
14.5	PENSION – 401 (K)	Page 34	SUBJECTS REFERRED TO LM		
14.6	PROFESSIONAL LIABILITY	Page 34	JOINT CONTRACT TRAINING		
14.7	WORKERS COMPENSATION	Page 34	JOB SECURITY		
ARTICLE 15 - EDUCATION & PROFESSIONAL DEVELOPMENT			SENIORITY PORTABLILITY		
15.1	EDUCATIONAL LEAVE	Page 34	VACATION CASHOUT		
15.2	EDUCATIONAL FUNDS	Page 34	CONFLICT TRAINING		
ARTICLE 16 - LABOR / MANAGEMENT COMMITTEE					
16.1	PURPOSE OF COMMITTEE	Page 35			
16.2	COMPOSITION COMMITTEE	Page 35			
16.3	COMPENSATION	Page 35			
ARTICLE 17 - HEALTH & SAFETY					

## PREAMBLE

This Agreement is made and entered into by and between Compass, hereinafter referred to as the “Employer”, 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.

This Agreement shall be binding upon Compass and any successor employer.

## Article 1    RECOGNITION

### 1.1    Recognition:

Compass (the “Employer”) recognizes SEIU District 1199NW as the sole and exclusive bargaining representative for all professional employees and aides who provide clinical direct services in Island, San Juan and Skagit counties as identified in “Appendix A” excluding physicians, managerial, administrative, confidential, and supervisory employees as certified by the National Labor Relations Board in Case No. 19-RC-13729.

### 1.2    New Classifications:

New bargaining unit job classifications, consistent with Article 1.1, established during the term of this Agreement shall be covered by this Agreement. The Union shall be notified of any bargaining unit classifications established by the Employer, in which case the Union and the Employer shall meet to determine appropriate wage rates and job duties.

## Article 2    UNION MEMBERSHIP; DUES DEDUCTION

### 2.1    Membership:

All employees covered by this Agreement shall become and remain members in good standing in the Union within thirty (30) calendar days of ratification of this Agreement. Good standing is herein defined as the tendering of Union dues in a timely basis by payment to the Union of a fair share/representation fee equal to the initiation fee and the dues required of members of the Union.

Newly hired employees shall, as a condition of continued employment, become members of the Union within thirty (30) calendar days after the date of hire or pay a fair share/representation fee. The Employer shall make newly hired employees aware of this requirement at the time of hire.

Employees who fail to comply with this requirement or to remain in good standing shall be discharged by the Employer within thirty (30) calendar days after the receipt of written notice to the employee and the Employer from the Union, unless the employee fulfills the membership obligation set forth in this Agreement.

Religious Objector:

Any employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting labor organizations shall not be required to join or financially support the Union as a condition of employment. Such an Employee shall, in lieu of dues and fees, pay sums equal to such dues and fees to a non-religious charitable organization. These religious objections and decisions as to which fund will be used must be documented and declared in writing to the Union.

Consumer employees and those individuals on work study who may receive a differing wage rate from Appendix B in order to maintain entitlements / benefits related to their disability or condition or in order to create a transitional employment opportunity. Such employees will be considered bargaining unit employees if performing bargaining unit work but membership will be optional. While such positions may involve some direct client services, the Employer agrees not to overly-utilize this so as to reduce or replace bargaining unit positions.

2.2 Dues Deduction:

During the term of this agreement, the Employer shall deduct dues or representation fees each pay period from the pay of each member of the Union who voluntarily executes a dues deduction authorization form. When filed with the Employer, the authorization form will be honored in accordance with its terms. A roster of all employees using payroll deduction, including name, social security number, gross wages and actual hours worked per pay period, dues deducted and year to date dues deducted will be promptly transmitted to the Union monthly with a check payable to its order no later than 15 working days after each pay period. 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 or representation fees 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 or the enforcement of any part of Article 2 of this Agreement.

2.3 Bargaining Unit Roster:

Upon the signing of this Agreement and monthly thereafter, the Employer shall provide the Union on

computer disk in ASCII or Excel format and a separate paper list of all employees covered by this Agreement. This list shall include the names, work sites, addresses, social security numbers, hire dates, FTE, gross earnings (year to date) and hourly rates of pay for each employee and actual hours paid during the month.

Each month the Employer shall also send a list of new hires, employees returning to the bargaining unit, a list of those employees on the recall list, employees on a leave of absence, including on each list their FTE status, rate of pay, and their addresses and a list of all employees who have terminated, employees leaving the bargaining unit, and retired during the month.

#### 2.4 Voluntary Political Action Fund:

Based upon 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 wage assignment authorization form. (Appendix C) When filed with the Employer, the authorization form will be honored in accordance with its terms. The authorization form will remain in effect until revoked in writing by the employee.

The amount deducted and a roster of all employees using payroll deduction for voluntary political action contributions will be promptly transmitted to the Union by a separate 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 voluntary political action contributions 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.

The parties recognize that the Union is obligated under the Federal Election Campaign Act (FECA) to reimburse the Employer for its reasonable cost of administering the COPE check-off in the parties' Collective Bargaining Agreement. The Employer and the Union agree that one-quarter of one percent (.25%) of all amounts checked off is a reasonable amount to cover the Employer's costs of administering this check-off. Accordingly, the parties agree that the Employer will retain one-quarter of one percent (.25%) of all amounts deducted pursuant to the COPE check-off provision in the parties Collective Bargaining Agreement to reimburse the Employer for its reasonable costs in administering the check-off.

### Article 3     UNION REPRESENTATIVES

#### 3.1 Union Access:

The Union's authorized staff representatives shall have access to the Employer's premises where employees covered by this Agreement are working for the purpose of investigating grievances and contract compliance, after notifying the Employer. Access for other purposes shall not be unreasonably denied by the Employer. Such visits shall not interfere with or disturb employees in the performance of their work during working hours and shall not interfere with client care.

Union representatives who enter upon the Employer's premises shall maintain the confidentiality of clients and all client related matters.

3.2 Facility Use:

The Union shall be permitted to use designated premises of the Employer for meetings of the local unit, with or without Union staff present, provided sufficient advance request for meeting facilities is made to the Employer (Human Resources Director or designee) and space is available.

3.3 Union Delegates:

A list of Union Delegates from the bargaining unit shall be provided to the Employer. The parties acknowledge the general proposition that Union business performed by the Union Delegates, including the investigation of grievances, will be conducted during non-working hours (e.g., breaks, lunch periods, before and after shift). When it is not practical or reasonable to transact such business during non-working periods, the Union Delegates will be allowed a reasonable amount of time during working hours to perform such functions, except that such activity shall not take precedence over nor interfere with the requirement of client care. Subject to advance notice and scheduling, Union Officers, Delegates and Contract Committee members may use one (1) day per calendar year of their vacation, educational or unpaid leave time to attend Union sponsored training in leadership, representation and dispute resolution.

Union Delegates shall constitute Union agents for purposes of representing employees in grievances through Step 2, for representing employees in disciplinary meetings, and for arranging Union access and Union meetings. For 3<sup>rd</sup> Step grievances, the Union will inform the Employer as to who will be the Union agent. For purposes of the negotiations of wage rates and fringe benefits for all new bargaining unit classifications established or other issues that may arise during the term of this Agreement, the Union will inform the Employer as to who will be the Union agent.

3.4 Orientation:

During the new employee orientation process, in addition to the information required by Article 3.6, new employees will also be provided a list of Union delegates and Union contact information. The Union will provide such list to the Employer and be responsible for its completeness and accuracy.

3.5 Bulletin Boards:

A bulletin board shall be designated for the Union's use in each Compass controlled work site.

3.6 Contract Distribution:

The Employer shall distribute a copy of this Agreement to all newly hired employees. Union membership applications and payroll deduction cards will be distributed to each new employee during orientation. The Union will provide copies of the Agreement, membership applications and

payroll deduction cards to the Employer. The Employer and the Union will share the cost of printing the contract.

3.7 Negotiations Release Time:

The Employer will make a good faith effort to assist in providing unpaid release time for Union negotiating team members participating in contract negotiations if negotiations take place on work time provided that coverage can be arranged.

3.8 Union Leave:

Subject to client needs, an employee may be granted an unpaid leave of absence for up to twelve (12) weeks to assume a position with the Union. Employees returning from a union leave of no more than 12 weeks will be reinstated to their former position. Thereafter, employees will be offered the first available position of which the employee is qualified and has the seniority to secure. The leave of absence may not exceed twelve (12) months.

Article 4    DEFINITIONS

4.1 Probationary Employees:

All newly hired employees shall serve a ninety (90) consecutive calendar day probationary period. After completing the applicable probationary period, the employee shall be considered regular. The Employer may extend in its discretion the probationary period an additional ninety (90) consecutive days. During the probationary period an employee may be disciplined or discharged without recourse to the grievance arbitration provisions of this Agreement.

4.2 Regular Full-Time Employee:

Any employee who is regularly scheduled and works 37.5 hours per week.

4.3 Regular Part-time Employee:

Any employee who is regularly scheduled and works less than full-time as described above in Section 4.2. A regular part-time employee works a schedule of less than thirty-seven and a half (37.5) hours per week. Except as otherwise specified herein, these employees are eligible for Compass benefits on a pro-rated basis, to be calculated in accordance with the employee's FTE status.

4.4 Temporary Employee:

A Temporary Employee is one who is hired to work for a temporary and specified period of time 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 be excluded from the bargaining unit and are not subject to the terms of this Agreement.

Temporary employees shall be paid at the appropriate wage rate set forth in Appendix B. Temporary employees are not eligible for employee benefits other than those required by law.

Any temporary employee who works for a total of 975 hours shall then become a regular employee, become eligible for benefits, and have his/her seniority become retroactive to the date first hired.

#### 4.5 On-Call Employee:

An employee hired to perform work of an intermittent nature on an “as needed” basis. On-Call Employees may be unscheduled and work only upon call to report.

On-Call employees may perform work of a Regular or Back-up nature. If performing bargaining unit work, they are members of the bargaining unit and would pay dues although they would not accrue seniority or longevity increases regardless of length of service for the period of time that they are On-Call unless they are simultaneously an employee pursuant to another section of this Article. They would be paid in accordance with Appendix B for the specific work performed.

An on call employee who for period of six (6) months has worked an average of 18.75 hours per week in one program may request the Employer perform an evaluation to determine if a new FTE position should be posted within the Unit. After this evaluation, the Employer will, if appropriate, post the position and select the most qualified candidate to fill the position.

#### 4.6 Back-Up Employee:

Back-Up employees are regular employees who have a duty to respond and may do so as part of their regular scheduled shift or scheduled for Standby/Pager time and compensated correspondingly.

Back-Up Employees may also be scheduled for Standby/Pager time (when they have a duty to respond during prescribed scheduled hours), for which they will be compensated in accordance with Article 9.1 as to the Standby/Pager time and, upon being contacted to report, will then be paid the hourly rate for the job performed in accordance with Appendix B (but not simultaneously paid the Standby/Pager rate). Upon responding and reporting for said work, Back-Up employees performing CDMHP, CSA, CHAP, FPS & IFPS direct services will be paid a minimum of 3 hours at the appropriate rate of pay.

#### 4.7 Contractors:

“Contractors” who are not employees of the Employer will be permitted to do bargaining unit work where both the need is occasional and temporary and when there are not regular staff qualified to do such work.

The above shall not preclude contracting with separate, licensed agencies or organizations for specific segments of work pursuant to program or contractual requirements or the use of special population consultants provided bargaining unit employees are not able to perform the work.

4.8 Regular Duty - CDMHP:

A Primary or Secondary Duty CDMHP who is being paid their full Clinician III hourly wage for duty hours regardless of whether they are office based or home based for those hours identified as regular duty, rather than in a Backup or Standby capacity.

4.9 Definition of Fringe Benefits:

For purposes of this agreement, "fringe benefits" are defined as vacation, holidays, sick leave, medical and dental insurance, educational, emergency, and such other leaves as approved by the Executive Director.

4.10 Work-week Basis:

During the term of the Agreement, Compass retains the sole right to modify the regular workweek to a 40-hour basis. This applies to all types of employment and employees as defined in this Article.

Current employees would be given an option of electing to continue their current FTE at a 37.5 or 40 hour basis for a period of six (6) months should the employer so elect to modify the work-week basis. Once an election is made to modify, it is not reversible to the former basis. Thereafter, the option to approve the conversion of the workweek basis is at the sole discretion of the Employer. Upon such notice of change in workweek basis, future positions posted or changes of status may be at a 40-hour workweek basis at the sole discretion of the Employer.

For purposes of benefits, employees will be "grand-fathered" at their current share of benefits for the length of this agreement as to the position held on the effective date of this agreement in the absence of a change in position or FTE.

## Article 5      HOURS OF WORK AND OVERTIME

5.1 Workday / Workweek:

A regular workweek shall consist of thirty-seven and one-half (37.5) hours of time actually worked within a seven (7) day period (Monday through Sunday). Changes in work schedule, which may include changes in the schedule or total hours, shall be consistent with Article 5.2 or Article 7, as appropriate.

5.2 Work Schedules:

A normal workweek for full-time employees shall consist of thirty-seven and one-half (37.5) hours within a seven (7) day period or, by mutual agreement, up to seventy-five (75) in a fourteen (14) day period. A regular workday may consist of seven and one half (7.5), ten (10), or twelve and one-half (12.5) hours of actual time worked per a twenty-four (24) hour period exclusive of unpaid meal breaks. Overtime will be granted for work in excess of forty (40) hours in a seven (7) day period.

Full time Emergency Services staff will normally work 38 or 40 hours per week at their current hourly rate plus pager pay for the low demand times. During low demand times, if staff are called back to duty, they will be paid for a minimum of three hours work.

Workday / week schedules shall be determined by the Employer. New employees will be assigned the FTE and work schedule associated with the position for which they were hired. Thereafter, the Employer and employee shall endeavor to set individual work schedules by mutual agreement. In the event an employee and the Employer cannot establish a mutually acceptable work schedule, the Employer shall set the workday / week schedule after giving consideration to the employee's request, consumer needs and needs of the Employer. Among similarly situated and qualified employees, the Employer would first ask for volunteers and then apply seniority. The Employer shall give the employee ten (10) calendar days notice before changing the employee's work schedule, except in cases of emergency.

### 5.3 Rest / Meal Breaks:

All employees who work five (5) hours or more within a work day shall be entitled to an unpaid meal period of at least one half (1/2) 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 (3½) hours or more duration.

### 5.4 Regular Rate of Pay:

Although recognizing that much of the bargaining unit is professional and highly qualified employees with advanced training, the regular rate of pay shall be the employee's hourly wage rate. Bargaining unit employees are, therefore, non-exempt professional staff for purposes of Fair Labor Standards Act (FLSA) determination.

The Employer shall initially establish the rate of pay for any new or substantially changed positions. Such rate will appear on any postings for the position in keeping with Article 6.8. The employer will notify the Union in writing of that rate within seven (7) calendar days of establishing the rate. The Union must request negotiations in writing within ten (10) calendar days of the date of such notification or such rate shall be deemed accepted. If written notice is given, negotiations shall be scheduled within five (5) calendar days. If the rate of pay of the position is at issue, the position will not be irrevocably awarded to an employee unless the process exceeds thirty calendar days from the date of the initial Employer notice.

### 5.5 Overtime:

Overtime shall be paid at a rate of time and one-half (1½) an employee's regular rate of pay for all hours actually worked in excess of forty (40) hours in a regular workweek. Paid vacation, sick days and holidays not worked shall not count as hours worked for that workweek. Overtime pay cannot be pyramided, combined or included with any other premium pay. Except in emergent / emergency situations, all overtime must be approved in writing in advance by the employee's immediate supervisor.

## Article 6    EMPLOYMENT PRACTICES

### 6.1    Nondiscrimination:

The Employer shall not discriminate against any employee because of race, color, creed, national origin, religion, sex, age, disability, marital status, veteran status or sexual orientation. The Employer shall not discriminate, in conformance with applicable Federal, State and local discrimination laws.

### 6.2    Nondiscrimination - Union Activities:

The Employer will not discriminate against any employee covered by this Agreement because of membership in the Union or activities sanctioned by the Union.

### 6.3    Notice of Resignation:

Regular employees are requested to give at least twenty-one (21) calendar days written notice of resignation to allow for appropriate client care and service delivery unless an emergent need exists.

Employees who have completed the probationary period and who give at least fourteen (14) days written notice of resignation will be paid for any accrued vacation benefits. Employees who give less than fourteen (14) days notice of resignation will not be considered for re-hire but will be paid for any accrued vacation benefits for which they are eligible. The Employer will give consideration to situations that would make such notice by the employee impossible.

### 6.4    Compensation on Termination/Resignation:

Upon termination, resignation or retirement, employees will be paid for all accrued vacation.

### 6.5    Discipline/Discharge:

No employee shall be discharged except for just cause. The parties recognize that, generally, just cause requires progressive discipline (generally: verbal warnings-which may be documented, written warnings – which may include work performance improvement plans for poor work performance, suspension without pay, or discharge).

The intent of progressive discipline is to assist the employee with performance improvement. Progressive discipline shall not apply where the Employer determines that the nature of the offense requires more serious discipline in the first instance.

The employee will be requested to sign the disciplinary action. The employee's signature thereon shall not be construed as admission of guilt or concurrence with the discipline, but rather shall be requested as an indication that they have seen and comprehend the gravity of the disciplinary action. Employees shall have the right to review and comment on disciplinary actions in their personnel file.

A copy of all disciplinary notices shall be provided to the Employee before such material is placed in their personnel file. Employees disciplined or discharged for just cause shall be entitled to utilize the grievance procedure. If, as a result of the grievance procedure utilization, just cause is not shown, personnel records shall be cleared of reference to the incident, which gave rise to the grievance.

The Employer will notify the Union in writing within three (3) working days after any notice of discharge. The failure to provide such notice shall not affect such discharge but will extend the period within which the affected employee may file a grievance.

The Employer recognizes the right of an employee who reasonably believes that an investigatory interview with a supervisor may result in discipline to request the presence of a Union representative at such an interview. The Employer will delay the interview for a reasonable period of time in order to allow a Union representative an opportunity to attend.

The Employer shall endeavor to correct employee errors or misjudgments in private, with appropriate Union representation, if requested by the Employee.

#### 6.6 Personnel File:

Employees shall have access to their personnel file with reasonable frequency and upon request to the Human Resources Director, access shall be provided within four (4) business days at the main administrative building or within five (5) business days at the other main work locations following such a request. Conditions of hiring, termination, change in status, shift, leaves of absence, evaluations, commendations and disciplinary actions shall be in writing with a copy to the Employee prior to placement in their personnel file. The failure to abide by this section shall not affect the ability to proceed with the merits of discipline or discharge but may be a separately grievable matter and any grievance time-lines will be correspondingly extended.

Employees shall have the right to provide a written response to any written evaluations or disciplinary actions to be included in the personnel file.

#### 6.7 Evaluations:

All regular employees will be formally evaluated in writing upon successful completion of the

probationary period and annually thereafter.

Consistent with Article 6.6, employees will be given a copy of the evaluation. Employees will be required to sign the evaluation, acknowledging receipt thereof. Employees may elect to provide a written response to the evaluation, which will be retained with the evaluation in the employee's personnel file.

6.8 Job Posting:

When a job opening in the bargaining unit or vacancy in the bargaining unit occurs, notice of such position shall be posted in a prominent location in each work site by the Human Resources department for a period of no less than five (5) business days before the position is filled. Compass may consider applicants from within the organization or may advertise and solicit applicants simultaneously from outside the organization. Consistent with Article 7.2, if qualifications are equal the seniority of the current employee shall be determinative. The posting shall indicate the salary range for the position, the required or preferred minimum academic attainments and/or experience, to whom the position will report and the application process.

6.9 Promotions:

An employee who is promoted within the bargaining unit or reassigned within the bargaining unit shall serve a review period of ninety (90) consecutive calendar days in his/her new assignment. The employee shall receive an evaluation at the end of the period of ninety (90) consecutive calendar days. The review period may be extended at the sole discretion of the Employer for an additional ninety (90) consecutive calendar days.

If an employee chooses or is removed from the new job within the review period, he/she shall be returned to his/her former job without loss of seniority or other benefits provided that the job still exists and is vacant and the interview process has not commenced. If the former job has been eliminated, or the position has been filled, the employee will be eligible for other vacant positions for which the employee is qualified or shall be released from duty and will be placed on the recall roster and provided with recall rights in accordance with Article 7.

6.10 Years of Service:

For the purposes of fringe benefit administration, years of service is the length of continuous employment with the Employer, regardless of classification or bargaining unit status. Determination of length of service for calculations of accruals of fringe benefits for regular full-time and regular part-time employees shall be consistent with Article 7.1 and, therefore, based on hiring date and all hours worked.

6.11 Outside Employment:

Employees shall have the right to engage in employment (including private practice) outside of their work hours so long as it does not interfere with the performance and fulfillment of job responsibilities at the Employer and it does not present a conflict of interest, real or apparent.

Employees shall not use the Compass facilities, resources or time to carry out the duties of outside employment, nor shall they recruit clients or contracts away from the Employer or refer to the Employer private clients whose insurance benefits have expired.

If there is a belief that a real or apparent conflict may exist, the employee is obligated to notify the employer in writing, discuss the circumstances in full with the Human Resources Director or the employee's clinical supervisor, and provide any relevant documents requested by the employer. Management shall determine whether a conflict of interest exists. Outside employment may not be unreasonably denied.

6.12 Parking:

The Employer will not charge employees for parking.

6.13 Inclement weather:

If employee determines that traveling to work is unsafe or impossible due to inclement weather, an employee shall notify their supervisor, program designee or switchboard immediately of the situation. The employee may choose to attempt to come to work, or may choose to use a vacation day or personal holiday or an unpaid day.

## Article 7 SENIORITY / LAYOFF/ RECALL

7.1 Definition:

Seniority shall be defined as the length of time an employee has been employed by the Employer in the bargaining unit. Seniority shall be accrued based on the most recent date of hire into the bargaining unit as a regular employee. A Seniority List, based upon the hiring date, will be maintained.

7.2 Application of Seniority:

Seniority shall apply in the computation and determination of eligibility for benefits where length of service is a factor to be considered, pursuant to this Agreement, as specified in this Article and for other provisions of this Agreement where seniority is a factor. In the event of reassignment, transfer, layoff, or recall, seniority shall be the determining factor where employees are equally qualified to do the job.

In regard to job postings and reassignment, "qualifications" will be the primary consideration, with seniority determinative where employees are equally qualified. Qualifications will include the minimum qualifications of education, training and experience as set forth in the job description, as well as the job performance, ability, employment record, contribution and fit of the individual to the needs of the team or program. Bargaining unit input will be considered as part of the selection process for bargaining unit positions.

Consistent with Article 7.1 and 7.11, the order of lay-off is established by seniority. As to bumping and recall, the employee's qualification and ability to adequately perform the unique functions of the job assignment will be the primary consideration, applied in accordance with seniority. Ability to adequately perform will be defined as the immediate, clear and full performance on the job with no material reduction in the efficiency of the operation or services as determined by the Employer.

7.3 Probationary Period:

Seniority benefits shall not apply to an employee until completion of the required probationary period as defined in Article 4.1. Upon satisfactory completion of this probationary period, the employee shall be credited with seniority based on the most recent date of regular hire in accordance with Article 7.1.

7.4 Loss of Seniority:

An employee will lose seniority rights by and/or upon:

- a. Resignation.
- b. Discharge.
- c. Retirement.
- d. Layoff / Recall roster of more than twelve (12) consecutive months
- e. Failure to respond to an offer of recall

If an employee is re-employed following the loss of his or her seniority, he or she shall be deemed a newly-hired employee for all purposes under this Agreement, except as provided in the following: if an employee is laid off or resigns in good standing after working at least twelve (12) consecutive months, and is thereafter re-employed within twelve (12) months, the employee will, upon successful completion of the probationary period, regain the seniority that he or she had as of the effective date that the employee resigned.

7.5 Layoff Defined:

A layoff is defined as the anticipated permanent or prolonged reduction in the number of full-time equivalent (FTE) positions or the number of employees with their corresponding full or partial FTEs within the Agency or within a job classification covered by this Agreement.

7.6 Meeting with the Union:

Upon the Union's request, the Employer and the Union shall meet promptly during the first fourteen (14) calendar days of the thirty (30) calendar day period as set forth in Article 7.7 to discuss the reasons and the time-lines for the layoff and to review any suggestions concerning possible alternatives to layoff.

7.7 Notice:

The Employer shall provide the Union at least thirty (30) calendar days advance written notice of the anticipated effective date of a layoff. The notice shall include a brief explanation of the reason(s) for the layoff, the anticipated date of the layoff, a list of potentially affected employees, their job classification, their program and the information contained in Article 7.10.

Employees whose positions are affected or bumped shall be given at least twenty-one (21) calendar days advance written notice (or pay in lieu thereof) before the effective date of the layoff.

7.8 Affected Group:

The affected group shall be defined as any position that has similar job, educational and licensure requirements for that/those position(s).

For purposes of this Article, related to Affected Employees, Lay-off options and Comparable Employment, Geographic region shall be defined as follows: Skagit includes all work location in Skagit County and Camano Island; Island includes all work locations in Island County (excluding Camano Island); North Island includes all work locations in San Juan County.

7.9 Vacant Positions:

Unless mutually agreed by the Employer and the Union, any vacant (open) positions with similar or lesser qualifications as those required for the Affected Group will not be filled during the period beginning with the notice of layoff to the date of the layoff, unless the person filling the position is Senior to the Affected Group employees and the affected employee does not have the qualifications for the position.

7.10 Seniority List:

If a layoff is announced, a current ranked seniority roster including job classifications, names, job locations, and FTE or hours per week shall be provided to the Union and posted in each work location, along with a listing of each vacant bargaining unit job classification, the job description, pay range and FTE.

7.11 Order of Layoff:

The following procedure shall apply to any layoff:

1. Affected employees: In the event of a layoff, the Employer shall first determine by job classification and geographic region the number of employees or FTEs to be affected in a program by the layoff. Provided that the employer determines that unique qualifications which are relevant to the pre-requisites of the position and the ability to perform the job or continuity of client care are not overriding factors, the least senior employee within the affected job classification and affected program shall be selected for layoff. The employee(s) holding such FTEs shall be the "affected

employee(s).”

For the purposes of all of Article 7, “program” and “geographic region” shall be defined consistent with the chart set forth below:

Geographic Region	Program	Program	Program	Program
Skagit	Adult/Older Adult	Children	Crisis Triage	Emergency Services
San Juan	Adult	Children	Chemical Dependency	Emergency Services
Island	Adult	Children	Chemical Dependency	Emergency Services

as described in this article at the time of layoff.

2. Volunteers: Prior to implementing the provisions of the layoff procedure, the Employer will first seek, by a five (5) day posting process, volunteers for layoff, voluntary severance, or voluntary early retirement from among those employees who work within the same job classification and program as the affected employees. If there are more volunteers than affected employees, volunteers will be chosen by seniority. Employees who volunteer for layoff may opt for recall rights

At the conclusion of the five (5) day posting period for soliciting volunteers, if there are no or insufficient volunteers within the affected job classification and program, the remaining affected employees will be given at least fourteen (14) calendar days notice of their layoff and must choose promptly (within three full business days of receipt of the Notice) among the layoff options set forth in Article 7.13.

3. Probationary Employees: If the number of volunteers is not sufficient to meet the announced number of necessary layoffs, and if the affected employee is a probationary employee, then that employee shall be laid off and are ineligible to select among layoff options.

#### 7.12 Comparable Employment:

For purposes of this Article, “comparable employment”, “comparable job” or vacancy shall be defined to include the same salary pay range, same geographic region, same educational and experience qualifications, same FTE and a workweek which is substantially similar.

#### 7.13 Layoff Options:

Affected employees who have completed their probationary period shall have the following options:

1. Assume a vacant position in the bargaining unit. On a seniority basis, the employee shall be offered available job openings within the Agency for which the employee is qualified.

2. The affected employee may displace (i.e. bump) a less senior employee. Thereby, the employee shall have the option to assume the position of the least senior employee in any job classification regardless of program within their geographic region. The employee who is “bumping” must “bump” the least senior employee in the same or lower job classification as the eliminated position. The employee also must be both qualified for the position as determined solely by the Employer and competent to perform the job functions. The bumping employee will be subject to a ninety (90) calendar day review period as described in Article 6.9. The employee who is bumped by the affected employee shall have the same rights under this Article. The bumping process then ends.
  
3. If the affected employee elects not to take a vacant position, elects not to bump or cannot immediately and adequately perform the unique functions of the job assignment in assuming a vacant or bumped position, then that employee will be placed on the recall roster and will be eligible for recall under Article 7.15 or may elect to voluntarily sever.

7.14 Reduction in Hours or Partial FTE Reductions:

An employee who is assigned to a .50 or more FTE status whose hours are reduced more than .25 FTE, or an employee subject to an involuntary reduction in their FTE resulting in a loss of benefits, may elect to accept the reduction and/or may elect to be placed on recall in accordance with Article 7.15.

7.15 Recall:

An employee who has been laid off shall be entitled to recall rights for a period of twelve (12) months from the effective date of his/her layoff. If a vacancy occurs in a position, employees on the recall list shall be notified of such vacancies by certified mail at the employee's address on file with the Human Resource Department. The vacancy will be filled, in accordance with seniority, among current employees and those on the recall list. If employees on the recall list opt not to accept an offer to return to work in a comparable position or fail to respond within seven (7) consecutive days of the offer of recall, they shall be considered to have terminated their employment and relinquished all recall rights. If employees on the recall list opt not to accept an offer of a non-comparable position, they may retain their recall rights for the balance of their recall period.

As long as any employee remains on the recall roster the Employer shall not newly employ by hiring persons into the bargaining unit until all qualified employees holding recall rights have been offered recall, as above, to any vacant positions for which they are qualified.

It shall be the responsibility of the affected employee to provide the Employer with their current mailing address and telephone number. An employee on layoff who is offered recall must make his/her decision on whether to accept recall within seven (7) calendar days after being offered recall by the Employer. If any offer of recall is accepted, the employee shall be deemed recalled and be removed from the recall roster. An employee who refuses an offer of recall to comparable employment shall be terminated.

A copy of the recall roster shall be provided to the Union, along with copies of job vacancies as they occur.

7.16 Vacation Cash Out / Final Pay:

Any regular employee who is laid off from the Employer shall be cashed out for any unused vacation benefits with their final paycheck.

7.17 Unemployment Claims:

If laid off employees apply for unemployment compensation benefits, the Employer will not contest the claim and will confirm that the employee was laid off.

## Article 8     WAGES

8.1 Wage Schedule:

Employees covered by this agreement shall be paid in accordance with the wage schedule set forth in Appendix B of this Agreement. 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%.

Appendix B reflects twenty-five steps with 2.3% between steps. The wage schedule (Appendix B) is effective July 1, 2007.

The attached MOU governs implementation of these wage increases.

8.2 Step / Longevity Increases:

Longevity (Step) increases shall become effective on the employee's anniversary date. On an exceptional basis, where the employee has historically had an anniversary date with the employer prior to the signing of the Agreement which is different from the date of hire and conversion to the date of hire for Step / Longevity Increases would adversely impact the employee, the historical date shall continue to be utilized as the anniversary date.

On-Call CDMHPs in San Juan County will receive wage increases at a rate equivalent to the Compass step increase on their anniversary date and annually thereafter in a manner consistent with other employees.

8.3 Hire-in Rates:

An employee may be given credit for past relevant experience when determining the rate of pay at hire. However, normally a new employee would not be placed higher than Step Four (4) of the pay range.

Employees who are hired at the first Step of the salary range generally will receive an increase to Step Two (2) of the salary range after successful completion of the new hire probationary period (i.e., after successfully completing 90 days of employment and any extensions of the orientation period). If a new employee was hired at Step Two (2) or above, generally there will be no salary increase at the completion of the new hire orientation period.

Employees hired during the term of this agreement shall be placed on the salary scale (Step) at a level in accordance with the following:

- a. Employees will be placed on the scale at the Step equivalent to their years of recent and relevant qualifying experience on a two for one basis, consistent with the above.
- b. For purposes of this section, recent and relevant qualifying experience shall be defined as verifiable comparable employment in mental health or other relevant health care employment.

#### 8.4 Pay Days:

Compass will issue paychecks on a bi-weekly basis unless otherwise required by law. Paychecks are available by 3:00 p.m. every other Friday.

Pay will be for the two (2) week period ending the preceding Sunday.

#### 8.5 Pay Slips:

The Employer shall provide to employees statement or statements showing their wages, overtime, gross earnings, deductions, net earnings, vacation and sick leave accrual with each paycheck.

#### 8.6 Emergency Payroll Draws:

On an exceptional basis, emergency draws may be requested in writing and require the approval of the Executive Director.

#### 8.7 Shift Differential:

Employees who perform approved or scheduled work outside of the established business/operating hours of the Employer will be paid a shift differential for those hours worked.

*The shift differential shall be forty-five (45) cents for hours worked outside of the established business/operating hours. (Current hours of operation are Monday through Friday 8:30 – 5:00.) If*

*employees voluntarily propose (i.e. not required by the Employer but arrived at by mutual agreement) a work schedule outside of the established hours of operation, shift differential is not applicable.*

## Article 9      OTHER COMPENSATION

### 9.1      Standby / Pager Pay:

Employees who are on standby/pager shall receive a retainer of Thirty-Five dollars (\$35.00) per Twenty-Four hour period or proportionate per hour for a lesser number of total hours.

Such compensation will be available where the employee is required to carry a pager or cell phone and to respond during non-duty hours, which are not the regularly scheduled work hours for that employee. If called and required to respond, the employee will be paid the time actually worked at the regular rate of pay for that job and will not concurrently be paid the standby / pager rate of pay. Further, upon responding and reporting for said work, those employees performing CDMHP, CSA, CHAP, FPS & IFPS direct services will be paid a minimum of 3 hours at the appropriate rate of pay.

### 9.2      CDMHP Standby / Pager Pay - San Juan County:

The Special Standby/Pager rate for CDMHPs in San Juan County is Ten dollars (\$10.00) per hour. The rate of pay remains the same whether CDMHPs are carrying the pager waiting to be engaged or providing emergency mental health services. This will require the use of a Belo Agreement for San Juan in order to be compliant with FLSA issues. Under the Belo Agreement, CDMHPs who actually work for more than 40 hours in a workweek will be paid time-and-a-half for all hours worked over 40 hours. On-call CDMHPs in San Juan County will receive wage increases at a rate equivalent to the Compass step increase on their anniversary date and annually thereafter in a manner consistent with other employees.

### 9.3      Phone Contacts:

The person on Pager duty (standby or backup) will be paid on an hourly basis (on a 15 minute pro-rated basis) for all phone contacts.

### 9.4      Wage Premiums:

Employees performing coordinator functions receive a 10% premium pay for this function. There are no additional premiums.

### 9.5      Work in Higher Classification:

When an employee is formally assigned to a higher classification within the bargaining unit for a period in excess of ten (10) consecutive business days, he/she shall be paid at the higher pay rate retroactively to the first day so assigned. An employee's longevity increment date shall not be

changed as result of a promotion within the bargaining unit.

When an employee is formally and temporarily assigned by mutual agreement to a higher position in Supervision or Management which is not in the bargaining unit, he/she shall be paid at their regular pay rate plus ten percent (10 %) pay rate retroactively to the first day so assigned. Where such assignment is anticipated to last in excess of five (5) business days, the employee will take a temporary withdrawal from the Union for the period of the assignment. An employee's longevity increment date shall not be changed as result of a promotion.

Employees will be given a "Payroll Action Request" form to evidence when they are formally assigned by mutual agreement to a higher classification in the bargaining unit or in Supervision or Management.

9.6 Mileage Reimbursement / Use of Personal Transportation:

When conducting Compass business, staff members utilizing their own automobiles will be reimbursed at same mileage rate as utilized by the Internal Revenue Service.

9.7 Other Business and Travel Expenses:

Employees will be reimbursed for other reasonable expenses associated with travel required by Employer. Before receiving reimbursement, employees must provide documentation verifying the expenses. Out of area travel must be approved in advance by the supervisor.

Article 10 VACATION

10.1 Vacation Accrual:

Regular Full-time and Regular Part-time employees shall accrue vacation benefits in accordance with their FTE and the following schedule:

<u>Years of Continuous Service</u>	<u>Paid Vacation Days</u>
1-2	13
3-4	18
5-9	23
10-15	25
16 +	28

Employees may accrue up to 150% of their annual vacation benefit. When this level is reached,

no further vacation will accrue until the employee reduces the balance by taking vacation, unless the Employer had previously approved the employee's vacation request in writing. In such case the employee shall continue to accrue vacation days.

#### 10.2 Vacation Scheduling:

Vacations may be taken on a weeklong or daylong basis. Employees may request to take up to their full vacation accrual. Employees must submit requests for vacation time to their supervisor in writing and generally at least one month in advance of the intended start date of that vacation. The Employer shall approve or deny an employee's vacation request in writing. Responses to vacation requests shall be granted based on agency needs, but shall not be unreasonably denied.

Vacation requests will be considered on a first come, first served basis. In situations where two or more employees simultaneously submit requests for vacation time during the same or an overlapping period and Compass cannot grant both or all requests, length of service will control if the situation cannot otherwise be resolved. Compass will make an effort to grant vacation requests made at popular times of the year (e.g., around major holidays) on a rotational basis. Compass reserves the right to adjust vacation schedules to meet the needs of our operations, provided, however, that once approved in writing may only be changed by mutual consent between the Employer and employee.

#### 10.3 Vacation Pay:

Vacation pay shall be the amount that the employee would have earned if the employee had worked their regular position during the vacation period.

If an authorized Compass holiday occurs within an employee's vacation period, that day will be paid as a holiday and not deducted from the employee's vacation accruals. Employees cannot receive vacation, sick leave or holiday pay simultaneously for the same days.

#### 10.4 Vacation Cashout:

Once per calendar year, employees shall be able to cash out vacation time. Quarterly dates will be determined by the Employer, thereby creating four cash out opportunities each calendar year. Annually, the Employer shall announce the quarterly cash-out periods via written communication to all employees. Regular full time and regular part time employees with at least one year of employment may convert up to five (5) earned vacation days to additional pay.

#### 10.5 Vacation Upon Termination:

Upon termination of employment, employees shall receive payment for any accrued unpaid vacation. An employee will be reimbursed for unused accrued vacation at the rate of pay he or she is earning at the time of termination of employment.

10.6 Illness During Vacation:

If a medically documented illness occurs during a vacation period, sick leave may be substituted (with the approval of the supervisor) for those days during the vacation when the employee was ill. The employee must notify the Payroll Department if he or she wishes to make such a substitution.

Article 11 HOLIDAYS

11.1 Holidays:

The following Holidays shall be with pay at the employee's regular rate of pay:

New Years Day	Veterans Day
Martin Luther King Day	Thanksgiving Day
President's Day	Friday following Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	

Any day declared by the President of the United States or the Governor of the State of Washington as an ongoing legal holiday shall also be paid as a holiday beginning in January of the following year.

11.2 Religious Holidays:

Employees may also take other religious holidays off, with or without pay, through utilization of vacation or by making alternative work schedule arrangements with their supervisor's approval. Such requests shall not be unreasonably denied.

11.3 Holiday Observance:

Recognized holidays are observed on the federally recognized days of observation except when they fall on a Saturday or Sunday. Holidays falling on Saturday shall be observed on the preceding Friday. Holidays falling on Sunday shall be observed on the following Monday. If a holiday falls within a scheduled vacation period, that day would not be deducted from vacation leave.

For 24 hour/7 days per week employees, holiday pay shall be paid for the calendar date of the holiday.

11.4 Holiday on Scheduled Day Off:

All Regular Full-Time and Regular Part-time employees will normally receive paid time off for each holiday, whether it falls on a scheduled workday or not, in proportion to their FTE.

11.5 Holiday Compensation:

If you are a Regular Full-Time or Regular Part-Time employee, you are eligible to be paid for each holiday up to a maximum of seven and one-half (7.5) hours holiday pay at your regular rate of pay.

Employees required to work on a holiday will be paid for the holiday, pro-rated to their FTE, and in lieu of time off, will also be compensated for hours actually worked.

If an employee is required to work the holiday, he or she will receive premium pay for the time worked on the holiday, and will be given another day off. Premium pay is defined as:

All hours worked at twice (2X) the regular rate of pay as defined in Article 5.4.

To the extent feasible, Holiday work may be rotated by the Employer within the Unit.

11.6 Personal Holiday:

Regular full time and part time employees will receive an additional paid day off in the form of a Personal Holiday each calendar year.

This additional paid day off will be pro-rated to FTE. Regular full time and part time employees will be eligible to be paid up to a maximum of 7.5 hours at their regular rate of pay.

Personal Holiday pay will be the amount that the employee would have earned if the employee had worked their regular position during the holiday.

Scheduling of this Personal Holiday will require advance approval of the employee's direct supervisor.

Article 12   SICK LEAVE

12.1 Sick Leave Accrual:

All regular full-time employees accumulate seven and one-half hours (7.5) per month of paid sick leave up to a maximum of four hundred and eighty-seven and one-half (487.5) hours. Employees who are in their new hire orientation period are eligible to use their accrued sick leave, but not more than the actual amount accrued. Regular part-time employees accumulate sick leave pro-rated based on their FTE status.

Sick leave will be paid at the amount that the employee would have earned if the employee had worked. Paid sick leave may be charged on an hourly basis.

## 12.2 Sick Leave Usage:

Sick leave shall be granted when an employee is absent from work due to a scheduled health care appointment (medical, dental, optical), illness, injury, mental illness, or other medical condition of the employee or family members. Sick leave is also appropriate for illness or disability caused by or contributed to by pregnancy or childbirth and recovery therefrom.

Absence due to illness or injury shall be immediately reported to the supervisor at the beginning of the absence. An employee who does not report for work for three (3) consecutive days due to illness or injury may be required to provide a proof of illness or injury from a State licensed medical practitioner. Failure to provide such proof if required may cause loss of pay. Abuse of sick leave shall constitute just cause for discipline.

## 12.3 Sick Leave Conversion:

Once per calendar year, employees shall be able to convert sick leave time to vacation leave. Quarterly dates will be determined by the Employer, thereby creating four conversion opportunities each calendar year. Annually, the Employer shall announce the quarterly conversion periods via written communication to all employees. Regular full time and regular part time employees with at least one year of employment may trade unused sick leave for additional vacation time. The formula for the trade is four (4) days of unused sick leave for each additional day of vacation. The maximum trade allowed is twenty (20) unused sick leave days to five (5) additional days of vacation.

## 12.4 Leave Sharing / Donated Vacation:

Employees who have accrued a minimum of 75 hours of vacation leave shall be eligible to donate the accrued vacation leave hours above that 75 hour minimum to employees who suffer catastrophic or major (defined as 5 scheduled business days or more) illness, injury or prolonged serious health conditions involving themselves and/or their dependent children under the age of 18.

In order to be eligible for donated vacation, an employee must have completed his/her new hire orientation period, must be classified as either regular full time or part time and must have used all their own accumulated sick and vacation leave. The total amount which may be donated to a specific employee will be that amount needed for the impacted employee to have access to their own accumulated leave plus donated leave up to a maximum of 162.5 hours of leave at 100% FTE. If an employee is less than 100% FTE, the maximum amount available will be prorated based on the employee's FTE status.

## 12.5 Health Leave / Extended Sick Leave:

In the event of an employee's extended illness, disability, incapacity due to accident or other absence as defined in Article 12.2, accrued sick leave will be used after which time accrued vacation leave

will automatically be used until it is exhausted. Health leave, which includes use of sick leave and vacation, may be granted for a period of up to six (6) consecutive months without loss of seniority.

If the employee's unpaid absence from work (after the utilization of accrued sick and vacation leave) for health reasons does not exceed sixty (60) consecutive calendar days, the employee shall return to work to their former position, or as defined by Family Leave, Article 13.7.

Thereafter, upon requesting return to work, the employee shall be offered the first available opening for which the employee is qualified and has the seniority to secure ("assumed to have signed" available postings for which they are qualified).

The Employer may require a statement from a State licensed medical practitioner verifying the employee's health condition and attesting to either the employee's incapacity to perform the work required of the position or physical capability and release to return to the work required of the position. A second opinion from a State licensed medical practitioner chosen by the Employer may be required at the Employer's expense to clarify capacity, conditions of release or necessary accommodations.

#### 12.6 Coordination of Benefits - Workers' Compensation:

Employees who have a work related injury or disease have a responsibility to immediately report this to their Program Director or Human Resources office.

Employees unable to work and/or who are seeking medical treatment because of a work related injury / disease shall initiate a workers' compensation claim form in order to commence any workers' compensation claim.

When an employee is eligible to receive payments under the Workers' Compensation Act, accrued sick leave and/or vacation leave may be used to supplement such payments to make up the difference between compensation received under the Workers' Compensation Act and the employee's regular rate of pay, not to exceed the net earnings the employee would have normally received during a normal work week.

#### 12.7 Family Member:

Employee's family members are defined as: spouse, parent, step-parent, siblings, grandparents, children, step-children, mother/ father-in-law, domestic partner, or other dependent if living as a member of the employee's household.

#### 12.8 Family Care

Family and Medical Leave ~ Compass Health will provide employees with up to twelve (12) weeks of leave during a twelve (12) month period to care for a newborn or newly-adopted child and/or to care for a spouse, child or parent with a serious health condition. This leave will extend to the employee as well if the employee is unable to perform the functions of their job because of a serious health condition. To be eligible for this benefit, the employee must have been

employed for at least 12 months and worked at least 1,250 hours during the twelve-month period preceding the requested leave. Compass Health uses a 12-month period measured forward from the date an employee's first FMLA leave begins to determine leave entitlement. In addition, for a foreseeable birth, adoption or medical treatment for a serious health condition, the employee must provide their direct supervisor or HR thirty (30) days written notice of your request for leave. Employees must use available accrued paid time as applicable to their leave. Health, dental, life and disability benefits will continue at the levels and conditions that would have been provided had the employee remained continuously employed until the FMLA leave ends or until such time the employee informs Compass Health that they will not return to work, whichever occurs first.

Compass Health may require the employee to provide a fitness-for-duty certification prior to return to work. We will give the employee notice if this is a requirement. Upon completion of FMLA approved leave, the employee will be restored to the same job or an equivalent job with equivalent pay, benefits and conditions of employment. Different restoration procedures apply to those whom Compass Health designates "key" personnel. If an employee should have any questions on their leave rights, please contact the Human Resources Department.

An employee may use the employee's choice of sick or vacation time to care for (a) an ill child under the age of eighteen (18) or over eighteen (18) if incapable of self-care because of mental or physical disability; or (b) a spouse, domestic partner, parent, parent-in-law, grandparent, or grandchild of the employee who has a serious health condition or an emergency condition.

## Article 13 LEAVES OF ABSENCE

### 13.1 In General:

Leaves of absence requests shall not be unreasonably denied. All leaves are to be requested in writing as far in advance as possible. Such requests are to be directed to the Executive Director for periods in excess of five (5) days and to the Program Manager or HR Director for a period of five (5) days or less and should specify the type of leave requested, the reasons for the leave, the length of leave requested and the anticipated return date. A written reply from the Executive Director to grant or deny the request shall be issued as soon as possible, but within two weeks, on all leaves in excess of five (5) days.

As appropriate for the type of leave requested, paid leave accruals will be utilized prior to unpaid leave.

All leave times are for the maximum periods indicated. At the sole discretion of the Executive Director, an additional period of 90 days may be added to Health Leave (Article 12.5), Personal Leave (Article 13.6) and Family Leave (Article 13.7). Such request for extension must include a substantiation of extenuating circumstances and demonstration of adverse impact to the employee or family members. No combination of leaves may exceed twelve months.

### 13.2 Jury Duty/Court Appearances:

Regular employees who are required to serve on jury duty on a regularly scheduled work day, or who are called to be a witness in a legal proceeding involving the Employer, shall be compensated by the Employer for the difference between their jury duty/witness fee pay and their regular rate of pay. An employee subpoenaed for proceedings not involving the Employer will be given unpaid release time. Employees will not be expected to work their scheduled shift for the time necessary or required to serve on jury duty or participating in any judicial proceeding on behalf of the Employer. Upon request, employees scheduled for night work may be excused for a commensurate number of hours.

### 13.3 Military Leave:

Any person who vacated a position of employment to enter active duty or training in the Washington National Guard, the Armed Forces of the United States, or the United States Public Health Service, shall be re-employed within 90 days of discharge under the conditions prescribed in RCW 73.16.031 - 061.

Such persons must return to employment within three months after serving four years or less, provided that any additional services imposed by law will not affect their re-employment rights (RCW 73.16.035).

An employee will be compensated for any workweek in which he or she provides services to Compass though the employee is absent for a part of that workweek for military service or training.

Leave required in order for an employee to maintain status in the military, or in order for an employee to fulfill her/his obligated service in the uniformed services, shall be granted without pay, and without loss of benefits, seniority or pay status accrued during the leave, and shall not be considered part of the earned annual vacation time unless the employee requests to use vacation leave time. The employee shall not accrue vacation time or sick time while on a military leave of absence. The employee shall make a good faith effort to notify her/his supervisor promptly when the leave will begin, and its expected end date. Upon completion of military duty, the employee shall notify the Employer in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). Upon return from the military leave, the employee shall be reinstated to the position she/he would have held (or in some cases a "comparable" position pursuant to USERRA) if her/his continuous employment had not been interrupted so long as she/he is qualified for the position or can become qualified after reasonable efforts by the Employer. (USERRA notice attached hereto.)

13.4 Emergency and Bereavement Leave:

The Employer shall upon prompt notice allow regular employees a maximum of three (3) days of paid leave, prorated as to percent of full-time employment, for each occurrence of emergency or bereavement leave. This is to avoid loss of income during emergent needs.

Emergency leave is provided to cover absences from work for reasons that are unforeseen and beyond the control of the employee. This includes death and/or serious illness within the employee and family members as identified in (Article 12.7). Advance approval by the employee's supervisor will be required for the use of paid emergency leave.

In the event an employee is required to travel a substantial distance to attend a funeral or memorial services for the family member who passed away, the period of leave may be extended to five work days (37.5 hours) of which the employee is scheduled to work, at the employee's regular rate of pay. Any additional days of Emergency Leave must be approved by the Executive Director, and will be unpaid. Temporary employees and on-call employees are not eligible for paid emergency leave, but may request up to four (4) scheduled workdays without pay for situations that would qualify as emergency leave.

13.5 Maintenance of Seniority:

Paid or unpaid leaves shall not alter an employee's anniversary date of employment or otherwise affect his/her compensation or status with the Employer except as prescribed in this agreement and in keeping with the definition of "hours worked".

13.6 Personal Leave without Pay:

Extended leaves of absences without pay of up to six (6) months may be granted for personal, parental, family needs or development opportunities. Any request for such a leave must be made in writing, stating the reason for the leave and intention to return to work at a specified date. The seniority of employees on a leave without pay shall be treated in accordance with Article 7 during the leave of absence for purposes of longevity steps or benefits.

Except as is otherwise required by law or provided in this Agreement, if an unpaid leave of absence does not exceed sixty (60) consecutive calendar days, the employee will be reinstated to their former position. If an 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 shall be offered the first available opening for which the employee is qualified and has the seniority to secure ("assumed to have signed" available postings for which they are qualified) for a period of up to six (6) months from the beginning of the unpaid personal 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 Employer shall be deemed surrendered and terminated.

### 13.7 Family Leave:

Under the terms of the Family and Medical Leave Act of 1993 (FMLA) and the state law, upon the 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 employee's health benefits during this leave. For purposes of this Agreement, domestic partner and the children of the domestic partner shall be included within the definition of "immediate family".

If a leave qualifies under both federal and state law, the leave shall run concurrently. Ordinarily, the employee must provide thirty (30) days written advance notice to the Employer when the leave is foreseeable. The Employer may require or the employee may elect to use accrued paid leave time for which the employee is eligible during family leave. The combination of FMLA and Health Leave, as defined in Article 12.5, is not precluded.

The Employer will grant leave consistent with state and federal law. Family leave shall be consistent with the FMLA and the adopted conditions and provisions of the state and federal law and are not intended to expand upon the rights thus set forth.

Consistent with RCW 49.60.180, the Employer will grant a leave of absence for the period of temporary disability because of pregnancy or childbirth. Leave for temporary disability due to pregnancy or childbirth will be medically verifiable consistent Article 12.5.

### 13.8 Maternity Leave:

Consistent with RCW 49.60.180, the Employer will grant a leave of absence for the period of temporary disability because of pregnancy or childbirth.

Leave for temporary disability due to pregnancy or childbirth will be medically verifiable. Employees must use their accrued paid vacation and sick leave, if any, during the leave period. Once this paid leave is exhausted, the employee's leave will be switched over to unpaid leave.

### 13.9 Sabbatical Leave:

An individual who has been a regular employee for five (5) years or more shall be eligible for sabbatical leave. Sabbatical leave may be taken for the purpose of furthering an individual's professional capacity and enhancing his/her value to the staff. Applications for sabbatical leave shall be presented to the employee's immediate supervisor. The scheduling and authorization to take such leave shall be determined solely by the Employer. Arrangements which are satisfactory to the Employer must be made for coverage or replacement of the staff member's services while the staff member is on sabbatical leave. In no event shall such leave exceed 365 calendar days

nor may such leave be taken more than once within each five consecutive years of employment. Such leave of absence will be without pay. Sick leave balances and vacation balances will be frozen while the employee is on sabbatical leave. No additional accruals will be earned while the employee is on sabbatical leave. The employee will return to the same sick and vacation level as when they left and the frozen balances will be re-instated to the employee at their return. During an approved sabbatical leave an employee may continue their medical and/or dental insurance on a self-pay basis under the COBRA provisions. If the employee elects not to continue their coverage under the COBRA provision, they can resume coverage with no waiting period after their return. Employees returning from a sabbatical leave of no more than six months will be reinstated to their former position. Thereafter, employees will be offered the first available position of which the employee is qualified and has the seniority to secure.

13.10 Union Leave:

Refer to Section 3, Article 3.8 for information regarding a Union Leave.

Article 14 HEALTH AND WELFARE

14.1 Maintenance of Benefits:

The Employer will continue in full force and effect all its current benefits including medical and dental for the term of this Agreement for eligible employee coverage.

At the sole discretion of the Employer, the Employer may select alternative plans that will reduce costs to the employer and / or the employees but may not substantially change the out-of-pocket costs or reduce benefit levels to the employees.

14.2 Health Insurance:

The Employer shall provide and pay for medical, surgical and hospital services insurance coverage for all regular full-time and part-time employees assigned at least a .5 FTE.

14.3 Dental Coverage:

The Employer shall provide and pay for dental insurance coverage for all regular full-time and part-time employees assigned at least a .5 FTE.

14.4 Section 125 Cafeteria Plan:

Compass participates in a special program under the provisions of IRS Section 125. Employees may voluntarily elect to purchase disability insurance options for themselves or dependents or purchase dependent group medical or dental insurance with pre-tax dollars. This arrangement can reduce tax liability. Participation is voluntary. Other benefits may be available under this special tax-exempt purchase option but all purchases are the responsibility of the insured. Compass makes no

contribution, makes no assurance of ongoing participation and assumes no liability for insurance claims or benefits.

14.5 Pension - 401 (k):

The Employer will continue in full force and effect the 401 (k) Plan currently in effect together with the current contribution rate and current eligibility requirements (i.e. after one year of employment, etc.). Employer's base contribution rate is three percent (3%). Contributions may also be made on a voluntary basis by the employees.

14.6 Professional Liability:

The Employer will continue to provide liability insurance for employees within the bargaining unit. The Employer shall make available to the Union evidence of such coverage upon request.

14.7 Workers Compensation:

The Employer will provide Workers' Compensation Insurance and Unemployment Compensation Insurance in accordance with the laws of the State of Washington. After utilizing all paid leave, employees who were receiving Employer-paid medical insurance prior to the workplace injury shall continue to receive Employer-paid medical insurance for an additional three (3) months.

## Article 15 EDUCATION AND PROFESSIONAL DEVELOPMENT

15.1 Education Leave:

Regular employees will be allowed up to thirty-seven and one-half (37.5) hours of paid education leave (pro-rated for part-time employees) per calendar year for educational or professional purposes. When an employee is required by the Employer to attend an educational or professional function it is not considered educational leave. If an employee attends an approved education offering on a day the employee is not scheduled to work, the employee shall be entitled to take another scheduled day off with pay as educational leave. Educational leaves will not be unreasonably denied by the Employer. An employee shall be paid for all hours spent in an approved educational training, provided the employee has sufficient hours allotted. An employee may roll over unused training hours at the end of a calendar year, for use in the following calendar year. Educational leaves may be carried over for a maximum of one year.

15.2 Educational Funds:

To promote educational and professional development, the Employer will allocate up to two hundred and fifty (\$250) to each employee per calendar year, prorated for part-time employees. Upon approval by their supervisor, employees will be reimbursed for the actual costs of educational offerings which may include mileage and other related expenses. These moneys may also be used to purchase books or videos for educational purposes. An employee may roll

over unused educational funds at the end of a calendar year, for use in the following calendar year. Educational funds may be carried over for a maximum of one year.

The value of proposed training to the individual versus the value to the Employer will be taken into account. The value of the training to the Employer will take precedence.

The Employer is also committed to providing top quality educational offerings on site on subjects of benefit to the professional development to all clinical staff. Clinical staff will have input into what training shall be provided and by whom. Such training will not count against any employee's educational funds.

The team of San Juan County CDMHPs will collectively receive five hundred (\$500) per year to attend conferences or other training relevant to the performance of their duties.

## Article 16    LABOR / MANAGEMENT COMMITTEE

### 16.1    Purpose of Committee:

A joint Labor-Management Committee shall be established to assist with personnel and other mutual problems. The purpose of the Labor-Management Committee shall be to foster improved communication between the Employer and bargaining unit employees and to provide another forum for employee input. The function of the committee shall be to address issues it deems appropriate, including but not limited to: health and safety issues, professional development, training, productivity and workload standards, record keeping requirements, and other issues of mutual concern. Other joint labor management committees may also be established. The function of the Committee shall be limited to an advisory rather than decision-making capacity.

The parties agree that the Committee is a good faith effort to foster enhanced labor relations. The Labor/Management Committee shall not amend or modify this Agreement in any way. The Committee shall meet not less than bi-monthly or as often as deemed necessary by mutual agreement.

### 16.2    Composition of Committee:

The Committee shall be established on a permanent basis and shall consist of not more than six (6) representatives of the Employer and not more than six (6) employee representatives selected by the Union. The Committee will be representative of clinical areas and work-sites. A Union Delegate and the Human Resources Director will develop the agenda for each meeting. The Committee shall be limited to Committee Members and individuals invited at the request of the entire Committee.

### 16.3    Compensation:

All time spent by employees on Employer-established committees, where attendance is required, and all time spent by members of the joint Labor-Management Committee will be considered time

worked and will be paid at the appropriate regular rate of pay, including reasonable mileage and travel time. Meetings will be scheduled for up to a maximum of two hours and employees will be compensated for the meeting time, provided that compensation beyond that amount of time will require express mutual agreement.

## Article 17    HEALTH AND SAFETY

### 17.1    Safe Workplace:

The Employer is responsible for maintaining a safe and healthful workplace. The Employer shall comply with all Federal, State, and local laws applicable to the safety and health of its employees. An employee shall not be required to perform work if they have a reasonable basis for believing the assignment would constitute a danger to the health and safety of the employee. The employee shall immediately contact a supervisor who shall make a final determination with regard to safety.

All on-the-job injuries, no matter how slight, must be reported. Employees must immediately notify their supervisor if they are unable to work because of a work-related injury or illness.

Nothing in this Agreement shall imply that the Union has undertaken or assumed any liability to provide a safe workplace or to correct health and safety hazards.

### 17.2    Health and Safety Plan:

The Employer shall develop and follow written policies and procedures to deal with on-the-job assault, sexual assault, or harassment and shall conduct an ongoing site-specific safety and security plan.

### 17.3    Training:

The Employer shall provide training to all employees on dealing with individuals who present potential risk to employees. Staff members shall receive training in the first three (3) months of the effective date of the Agreement and shall be offered at least annually thereafter.

### 17.4    Assault of an Employee:

Should such coverage not be available to the employee under the Employer's Health and Welfare plan, the Employer shall provide any employee who has been subjected to a physical assault in the course of employment with up to ten (10) counseling sessions with a professional counselor chosen by the employee.

For any assault of an employee in the course of employment that results in a loss of work hours or injury needing medical care, a review meeting should occur within seventy-two (72) hours of the incident. The purpose of the meeting will be to ascertain the facts regarding the incident, determine the needs and status of the client, and expedite support of the staff. The meeting should consist of all

affected staff and other persons as deemed necessary by the Employer.

17.5 Infectious Diseases:

The Employer agrees to pay for diagnostic tests for staff who may, in the course of their work, be exposed to blood borne pathogens and/or Tuberculosis. The Employer further agrees to pay for annual immunization against influenza for all requesting staff and immunization against Hepatitis B for at-risk staff who may have specific episodes of exposure to these infectious or communicable diseases in the performance of their job. The above will be paid for to the extent such vaccines, tests, and delousing agents are not otherwise covered by the employee's health insurance.

17.6 Drug-Free Workplace:

The Drug Free Workplace Act of 1988 for federal contractors and grant recipients requires that employers will provide a drug free workplace. This policy strictly prohibits the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the workplace.

Consistent with the requirements of state and federal law, and with the prior approval of the Executive Director, employees who are reasonably suspected by Compass to have violated this policy may be subject to testing for cause where there is evidence of impairment.

## Article 18 GRIEVANCE PROCEDURE

18.1 Grievance Defined:

A grievance is defined as an alleged violation involving the application, meaning, or interpretation of the terms of this Agreement. All parties to the Agreement are entitled to the grievance procedure. Crucial to the cooperative spirit with which this Agreement is made, between the Union and the Employer, is the sense of fairness and justice brought by both parties to the adjudication of employee grievances.

This Grievance Procedure does not preclude and, in fact, encourages the employee to attempt to discuss or resolve a dispute or complaint prior to the filing of a formal grievance. Further, in instances where a grievance is filed, it is the intent of both parties that grievances shall be settled and remedied at the lowest possible step and that all procedures set forth herein shall be complied with as expeditiously as possible.

18.2 Grievance Procedure:

The grievance shall be placed in writing setting out in detail the facts giving rise to the grievance, dispute or complaint and the specific portion or portions of this Agreement believed violated and signed by the employee or employees involved. The grievance shall be clearly marked as a "Grievance" and shall also set forth the remedy or recourse specifically requested. Probationary and temporary employees shall not be entitled to use this grievance procedure for discharge or

disciplinary action (unless that status is a temporary assignment of a regular employee). If more than five (5) employees or three (3) or more from different teams or departments are involved, one or more of the involved employees and the shop steward, Union Delegate or an official of the Union shall sign the grievance.

Time limits set forth in the following must be strictly adhered to and may only be extended by mutual written consent of the parties. Working days or business days shall be defined in this Section to exclude Saturdays, Sundays and recognized holidays. The grievance shall be deemed waived if not set forth in writing and filed within the prescribed times when the employee reasonably should have known of the events giving rise to the grievance. A grievance not filed or advanced to the next step within the time lines by the employee or Union shall be deemed permanently withdrawn, no longer in dispute and a waiver of the party's right to pursue the matter further through the grievance procedure. Should the Employer not meet the time lines, the grievance will automatically move to the next step unless otherwise agreed upon by both parties. To provide the best opportunity to resolve grievances successfully, both parties shall make every good faith effort to ensure that grievance meetings at Step 2 and above will be attended by all individuals who attended the lower step hearing.

Any grievance or dispute which may arise between the parties shall be submitted to the following grievance procedure.

Step 1: Employee, Union Delegate and Immediate Supervisor

The employee shall file the grievance and first attempt to resolve the grievance immediately with the employee's immediate supervisor but in no event later than fourteen (14) business days of the date the employee knew or reasonably should have known that a grievable issue exists. The Union delegate shall be present, if requested by the employee. The supervisor will issue a response in writing to the employee within five (5) business days of the meeting. The employee will then elect to accept the response or request a Step 2 meeting in writing.

Step 2: Employee, Union Delegate, Human Resources and Chief Operating Officer

If the matter is not resolved to the employee's satisfaction in Step 1, within ten (10) business days of the immediate supervisor's decision, a conference between the employee and the Chief Operating Officer shall be held for the purpose of attempting to resolve the grievance. The Chief Operating Officer shall issue a written reply within five (5) business days following receipt of the Step 2 meeting. The employee will then elect to accept the response or request a Step 3 meeting in writing.

Step 3: Employee and Union Delegate and Union Representative and Human Resources Director:

If the matter is not resolved in Step 2, the grievance shall be referred in writing to the Human Resources Director within ten (10) business days of receipt of the Step 2

response. The Human Resources Director (and/or designated representative or representatives), the employee and the Union Representative shall meet within ten (10) business days for the purpose of resolving the grievance. The Human Resources Director (or designee) shall provide a written response to the grievance within five (5) business days of the Step 3 meeting. The Human Resources Director may consult with the Chief Executive Officer as needed.

Step 4: Arbitration:

If the grievance is not resolved on the basis of the foregoing procedures, within ten (10) business days of receipt of the Step 3 written response, upon the written motion of either party, the matter may be referred to arbitration. A list of eleven arbitrators will be requested by the filing party from the American Arbitration Association, the Federal Mediation and Conciliation Service or other mutually agreeable source to furnish lists of available arbitrators. The parties shall meet by teleconference or in person within twenty-one (21) days of receipt of the arbitrators list, and shall there upon alternate in striking a name from the panel until one name remains. The person whose name remains shall be the arbitrator.

The parties shall attempt, in good faith, to agree upon a joint stipulation of the issue to be decided and the pertinent facts, which are not in dispute. No pre-hearing or post-hearing briefs shall be submitted unless mutually agreed to.

The arbitrator's decision shall be final and binding on all parties subject to the limits of authority stated herein. The arbitrator shall have no authority to add to, subtract from, or 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.

Decisions of the arbitrator shall be subject to and in accord with the provisions of existing laws, including court and NLRB decisions and executive and administrative orders and/or regulations. The decision of the arbitrator shall be based solely upon the record presented at the hearing.

The arbitrator's fee and any other expenses jointly incurred incident to the arbitration hearing will be paid by split by the Employer and the Union. All other expenses, including each individual parties' attorneys fees, shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party.

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.

At the conclusion of the arbitration hearing, the Arbitrator shall proceed within thirty (30) calendar days to render a decision, which shall be final and binding on all concerned.

18.3 Union / Employer Grievance:

Either the Union or the Employer may initiate a grievance at Step 2 if the grievance involves a group of employees (five or more or three or more from different teams or departments) and if the grievance is submitted in writing within ten (10) business days from the date the employees became aware or reasonably should have known that the grievance existed.

Such grievances may be referred to mediation services by mutual agreement prior to Arbitration.

18.4 Scheduling of Meetings:

The parties will endeavor to hold grievance meetings when practical during the non-working time of the aggrieved employee and appropriate Union Delegate. When it is not practical to hold such a meeting during non-working time, the aggrieved employee and the appropriate Union delegate will not suffer loss of pay for the time spent attending such a meeting.

Article 19 NO STRIKE, NO LOCKOUT

19.1 No Strike, No Lockout:

The Union and each employee covered by this Agreement agree not to cause, permit, initiate, or participate in any strike, sympathy strike, work stoppages, slowdowns, picketing, sit-down, or other curtailment of work or interference with the operation of the Employer's business or operations or engage in any other forms of economic actions against the Employer during the life of this Agreement. The Union will use its best efforts to curtail any activity covered by this Article. The Employer shall not engage in a lockout of employees during the term of this Agreement.

Article 20 MANAGEMENT RIGHTS & RESPONSIBILITIES

20.1 Management Rights:

The Union recognizes that the Employer retains the exclusive right 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 heretofore exercised. Such prerogatives shall include, but not be limited to, the sole and exclusive rights to: recruit; 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 of 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, all without hindrance or interference by the Union except as specifically altered or modified by the express terms of this Agreement.

None of the above mentioned rights shall be exercised in an arbitrary or capricious manner.

## Article 21    GENERAL PROVISIONS

### 21.1    Conflict with Laws:

Any provision of this Agreement in conflict with any state law, federal law or court ruling presently in existence, or becoming effective during the term of this Agreement, shall be suspended and the parties shall enter into negotiations about the suspended provision. All other provisions of the Agreement shall remain in full force and effect.

## Article 22    MENTAL HEALTH ADVOCACY DAYS

### 22.1    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 23    LIFE OF AGREEMENT

### 23.1    Term of Agreement:

This Agreement shall be effective on July 1, 2007 and shall continue in full force and effect through and including March 31, 2009. Should either party desire to change or modify the Agreement, written notice shall be served at least ninety (90) calendar days prior to the expiration date. After receipt of such notice, negotiations shall commence.

IN WITNESS THEREOF, the parties hereto have executed this Agreement this \_\_\_\_\_<sup>th</sup> 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

APPENDIX A

<b>New Job Classifications</b>	<b>Include These Previous Positions</b>
Behavioral Health Aide	Day Treatment Aide
	Individual Treatment Aide
	Assistant Case Manager
	Respite Worker
	Crisis Stabilization Aide
	Crisis Stabilization Counselor
	Community Support Specialist
	Clinical Technician
Clinician I	Vocational Trainer
	Job Developer
	Clinician I
Clinician II	Program Coordinators (or II New Hires)
Clinician III	Clinician II (certified or licensed)
	Clinician II (bicultural/bilingual as required by position)
	Clinician II (grand fathered employees)
	CDMHP
R.N.	R.N.(Psych Nurse)
ARNP	ARNP

<b>New Job Classifications</b>
CD Counselor Youth / Adult
CD Counselor Youth
CD Counselor Adult
CD Trainee

Insert wage scales

Insert wage scales

**Service Employees International Union Committee on Political Education (SEIU COPE) Voluntary Authorization Form**

**Join with other District 1199NW/SEIU members to make sure working families have a voice.**

Employer \_\_\_\_\_ Date \_\_\_\_\_

I hereby authorize my employer to deduct from each of my paychecks the amount of (please circle one) \$2.00 \$5.00 \$10.00 \$\_\_\_\_\_ (other) and to forward that amount to SEIU COPE.

(Please Print)

Name \_\_\_\_\_ Soc.Sec.# \_\_\_\_\_

Home Address \_\_\_\_\_ Home Phone \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

e-mail address (optional) \_\_\_\_\_

This authorization shall remain in effect until revoked by me in writing.

Signature \_\_\_\_\_

This authorization is voluntarily made. I understand that contributions to SEIU COPE are not a condition of membership in the union or of employment with any employer, that I have a right to refuse to sign this authorization and to contribute to SEIU COPE without reprisal and that SEIU COPE will use the money it receives to make political expenditures including contributions in connection with federal elections. I also understand that the amount of \$\_\_\_\_\_ per paycheck is merely a suggested guideline, and I am free to contribute more or less than this amount by some other means and that the union cannot favor or disadvantage me because of the amount of my contribution or my decision not to contribute. Contributions to SEIU COPE are not deductible as charitable contributions for federal income tax purposes.

**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 31<sup>st</sup>, 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 31<sup>st</sup>, 2009.

Signed:

For Compass:

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.<sup>1</sup>

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  
Print name

Jonathan Rosenthal  
Print name

<sup>1</sup> 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.

## Letter of Understanding

During negotiations that resulted in the 2002-2005 Agreement between the parties, certain additional agreements were reached. This letter will serve to memorialize those understandings.

It was agreed that the following agreement from the 1999-2002 Agreement would be renewed:

### Application of previous hire-dates

Island and North Island staff who can establish previous hire-dates (by documentation or independent affirmation) may utilize such dates to serve as a “tie-breaker” in the event of a lay-off situation which impacts equally qualified individuals with a common hire date to the employer.

Signed:

For Compass:

For SEIU 1199NW:

\_\_\_\_\_

\_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_

## Letter of Understanding

During negotiations that resulted in the 2002-2005 Agreement between the parties, certain additional agreements were reached. This letter will serve to memorialize those understandings.

It was agreed that there would be the following agreement based on the January 17, 2001 Emergency Services Operational Plan:

### Principles of Compass Emergency Services Operations

CDMHPs will be compensated on an hourly basis.

There will be a CDMHP on Regular Duty or Stand-by/Pager Duty located in each of the three counties twenty-four hours a day, 7 days a week. CDMHPs will meet the RSN contract requirement of a maximum two-hour response.

The Regular duty CDMHP will be expected to be onsite or on an outreach during the agency's office hours for Island and Skagit Counties. Hours outside of agency office hours may be in office, on outreach or home-based. The hiring of a CDMHP to be "in office" during non-agency hours of operation in Island or Skagit County will be based upon a utilization analysis, also giving consideration to safety factors.

As the regular duty shift has been defined, the CDMHP will be "standing ready" throughout their shift to immediately respond to crises within their county. It is understood that in Skagit County the CDMHP will be on Standby/ Pager duty for 4 hours per day and that in Island County the CDMHP will be on Standby/ Pager duty for 5 hours per day.

Parameters for cross-utilization are:

All Compass CDMHPs will apply for and pursue designation in all three counties.

Vacancies within a county will normally be filled by CDMHPs within that county's team.

The use of CDMHPs from one county will not be used to decrease the FTEs allocated to the team of another county.

The use of CDMHPs from one county to cover another county will be short term in nature, or longer term by mutual agreement.

Assignment will be of a voluntary nature, but all shifts will be covered.

In the case of an emergency where a problem with filling a shift across county lines cannot be resolved cooperatively, two members of both management and labor will meet to resolve the problem. They will continue the problem solving process until a mutually acceptable solution is reached. Any solution reached

will ensure that we meet our contractual and professional obligations. The parties at the table will have the power to make binding decisions for the group they represent.

Local oversight in each of the three counties is imperative to the successful implementation of an Operational Plan of Emergency Services. This will assure local community concerns will be resolved quickly and efficiently. Good relations with the communities we serve must be maintained to be successful in the very public work we do.

Signed:

For Compass:

For SEIU 1199NW:

\_\_\_\_\_

\_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_

## Letter of Understanding

During negotiations that resulted in the 2002-2005 Agreement between the parties, certain additional agreements were reached. This letter will serve to memorialize those understandings.

It was agreed that the following agreement from the January 17, 2001 Emergency Services Operational Plan would be renewed:

### Extra Shift Assignments – Emergency Services

Each individual program will continue to manage their own coverage for sick/vacation and other absences.

Vacant shifts will be offered to part time and on-call staff first, followed by regular ES staff (where overtime would not be created) and then regular ES staff (creating overtime).

Management will make every effort to find substitute coverage for the scheduled CDMHP who in advance requests leave on New Year's Eve or Easter Sunday. It is noted that Skagit CDMHPs were paid an extra shift on these dates (prior to January 2001), and in the interest of achieving a working operational agreement, are voluntarily relinquishing that pay.

It is part of the coordinator function to get the shift filled. A person who is performing the coordinator function in Skagit and Island County may be included within the rotation as their seniority dictates. In other than emergent situations, extra shifts for a full time person will be limited to two extra 12-hour shifts per week. In other than emergent situations, no CDMHP will work a Primary Duty shift more than 36 hours straight in Skagit or 48 hours in Island and San Juan counties.

Once the shift has been offered to the above, it will be offered to full time Compass staff outside of the department. If the shift is still not successfully filled, the shift may be offered to the sister county CDMHPs next. There will be a collaborative spirit in resolving these emergencies.

In cases where shifts cannot be filled voluntarily, shifts will be assigned to CDMHPs within the county on a juniority basis.

Signed:

For Compass:

For SEIU 1199NW:

\_\_\_\_\_

\_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_

## Letter of Understanding

During negotiations that resulted in the 2002-2005 Agreement between the parties, certain additional agreements were reached. This letter will serve to memorialize those understandings.

Compass will provide an individual Letter of Understanding based on the agreement reached in the Emergency Services Operational Plan of January 17, 2001, in the individual personnel files for the following Emergency Services Employees:

Janet Cunniffe, Robbie McManus, Marion Paradis and Barbara Starr.

Signed:

For Compass:

For SEIU 1199NW:

\_\_\_\_\_

\_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_

# Letter of Understanding

During negotiations that resulted in the 2002-2005 Agreement between the parties, certain additional agreements were reached. This letter will serve to memorialize those understandings.

## Workload/Caseload Concerns

The Union and Compass acknowledge that together we endeavor to provide workloads consistent with providing quality mental health care to the community to the greatest extent possible.

We also acknowledge that changes in acuity, census and staff availability and workload requirements can occur requiring mutual understanding and communication.

Employees who have concerns about their workload will address the issues directly with their immediate supervisor in writing in order to identify and document the workload issues and develop mutual written plan of action to address the issues. The supervisor may utilize regular staff meetings to assist in addressing the issues.

If the employee or manager feels that the plan of action is not effective after having been implemented for 30 days, either party may request that the issue be presented to a work group. The work group will develop a mutually written plan of action. The work group will minimally consist of the employee identifying the concern, the program union delegate, the immediate supervisor, and that supervisor's supervisor. If the issue(s) affect more than one program, additional employee and supervisory staff from those programs will be added to the work group.

A copy of the work group's written plan of action will be forwarded to the Labor-Management Committee which will review these on a periodic basis in order to determine what if any improvements to the process are necessary, and to identify any patterns of concern that might emerge.

The Union and Compass recognize that the final decision on workload issues rests with the administration whose responsibility it is to ensure that appropriate services are provided.

The determination of workload shall not be subject to grievance or arbitration nor shall utilizing this process affect an employee's performance evaluation or be subject to discipline.

Signed:

For Compass:

For SEIU 1199NW:

\_\_\_\_\_

\_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_

# Letter of Understanding

During negotiations that resulted in the 2002-2005 Agreement between the parties, certain additional agreements were reached. This letter will serve to memorialize those understandings.

## Subjects referred to Labor Management Committee

It is agreed that the following subjects will be referred to the Labor Management Committee in accordance with the Terms of Article 16 of the Collective Bargaining Agreement for discussion. In addition to those terms, the subjects as listed will be considered by the Committee by the rules and processes of Interest Based Bargaining as presented by the Federal Mediation and Conciliation Service trainer.

1. Milieu
  - a. Company stability: Mutual financial responsibility.
  - b. Partnership with management: Effecting change in Olympia
  - c. Decreasing State funding restrictions.
  - d. Increasing revenue sources.
  
2. Cultural Competency

Signed:

For Compass:

For SEIU 1199NW:

\_\_\_\_\_

\_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_

## Letter of Understanding

During negotiations that resulted in the 2002-2005 Agreement between the parties, certain additional agreements were reached. This letter will serve to memorialize those understandings.

### Training

District 1199 NW, Service Employees International Union and Compass agree that joint contact training for bargaining unit employees and management will assist in a productive work environment. With a more thorough working understanding of the contract provisions, fewer grievances and grievance resolution at a lower level can be achieved.

Therefore, following ratification of this Agreement, the Labor Management Committee will develop and implement training for bargaining unit employees and management staff regarding our collective bargaining agreement. This training is to take place during regular working hours at convenient and accessible locations as well as being part of the new hire orientation. The Labor Management Committee will evaluate the training and determine the appropriate frequency of sessions in the future.

Signed:

For Compass:

For SEIU 1199NW:

\_\_\_\_\_

\_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_

## Letter of Understanding

During negotiations that resulted in the 2002-2005 Agreement between the parties, certain additional agreements were reached. This letter will serve to memorialize those understandings.

### Job Security

Recognizing employees' contributions to the financial well-being of the Employer and their interest in job security, the Employer agrees as follows:

Consistent with past practice and prior to effectuating any involuntary layoffs or reductions in force, the Employer (Compass) will in good faith use its best efforts to consider reasonable alternatives that would allow for economic relief without involuntary layoffs or reductions in force. In addition, the Employer shall provide the Union notice and an opportunity to bargain about the effects of such a decision(s) on employees and will consider the Union's suggestions and recommendations for avoiding and minimizing the effects of such actions.

Signed:

For Compass:

For SEIU 1199NW:

\_\_\_\_\_

\_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_

## Letter of Understanding

During negotiations that resulted in the 2005-2007 Agreement between the parties, certain additional agreements were reached. This letter will serve to memorialize those understandings.

### Seniority portability/reciprocity

Any employee of Compass Health, who is a member in good standing of either the SEIU District 1199NW bargaining unit or the UFCW Local 1001 bargaining unit, and who changes work location from either bargaining unit to the other, shall retain their seniority based on date of hire (as set forth in Article 7.1 of the Employment Agreement between SEIU District 1199NW and Compass Health).

That employee will retain any and all benefits (vacation, sick leave, retirement contributions, step level) accrued from the bargaining unit they are leaving. The employee will then continue to accrue benefits in accord with the employment agreement covering the work location they have entered.

If an employee has changed work location between either bargaining unit, and to date has been treated differently, their original hire date with Compass Health (any and all units) and/or agency that Compass Health has acquired management or ownership of since the employee's hiring, will be honored retroactively. Benefits that may have been revoked due to such an internal transfer will also be fully restored, retroactively, to that employee.

The employee agrees to abide by the Employment Agreement covering the unit into which they transfer, with regard to membership in and payment of dues to the respective union (Article 2.1 and 2.2 of the SEIU District 1199NW/Compass Health agreement).

Signed:

For Compass:

For SEIU 1199NW:

\_\_\_\_\_

\_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_

## Letter of Understanding

During negotiations that resulted in the 2005-2007 Agreement between the parties, certain additional agreements were reached. This letter will serve to memorialize those understandings.

The Employer shall offer initial vacation cashout and sick leave conversion in November 2005 with the aim for an early December 2005 payout/conversion. In addition, the Employer shall offer four cashout/conversion periods in 2006 per the contract. The Union shall withdraw permanently all current grievances related to vacation cashout and sick leave conversion.

Signed:

For Compass:

For SEIU 1199NW:

\_\_\_\_\_

\_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_

## Letter of Understanding

During negotiations that resulted in the 2005-2007 Agreement between the parties, certain additional agreements were reached. This letter will serve to memorialize those understandings.

Conflict resolution training:

The Union and Employer share a common interest in having effective labor-management problem solving, both in joint committees and through the grievance procedure. Therefore, the parties agree to ask the Federal Mediation and Conciliation Service(or other mutually agreeable trainer) to conduct a conflict resolution training within six (6) months of the effective date of this Agreement.

The training shall include all joint labor-management committee members, Union delegates and supervisors who have participated or could participate in the grievance process. The training shall be on paid time for Union members.

The Labor Management Committee, or a subset thereof, shall identify the goals and topical areas for the training, and the date(s) for the training, and shall work jointly with the trainer in developing the training agenda.

Grievance Issues:

Through March, 2007, the Union agrees to have a Union representative available in person or via teleconference at Step 2 grievance conferences. By mutual agreement, this practice may be discontinued at any time during the term of this Agreement. If this practice is discontinued, the Union retains its legal right to determine Union representation at any level of the grievance process.

Signed:

For Compass:

For SEIU 1199NW:

\_\_\_\_\_

\_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_