# Agreement between SEIU Healthcare 1199NW \& Sound 

## Sound

## 2021-2023 Contract


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## Article 1 - Recognition

### 1.1Recognition-

The Employer recognizes the Union as the exclusive bargaining representative for all full-time, regular part-time, on-call and per diem team members described in National Labor Relations Board certification case 19-RC-257661which are listed in Appendix A and who are employed by the Employer and working at or out of its facilities in King, Pierce and Snohomish Counties, Washington, and excluding all other team members, managerial employees, confidential employees, temporary employees, guards and supervisors as defined in the National Labor Relations Act. Include SSVF Case Managers in Appendix A.

## Article 2 - Union Security

2.1 Union Shop-As a condition of employment, all team members who are covered under this Agreement. shall, within thirty (30) calendar days of employment or within thirty (30) calendar days of the effective date of this Agreement (whichever is later), become and remain a member in good standing of the Union or pay the Union a fair share representation fee. Good standing for purposes of this section shall mean the payment of regular monthly dues, initiation fees, or fair share representation fees uniformly required by the Union. Failure by a team member to pay the required dues or fees shall constitute non- compliance and cause for termination of employment. The team member shall be discharged by the Employer within thirty (30) calendar days after Employer receipt of written notice from the Union of non-compliance, unless the team member fulfills the membership obligations set forth in this Agreement. The Employer will notify team members of the membership requirement at time of hire. Union membership applications will be distributed to each new team member during orientation.
2.1.1 Indemnity-The Union will 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 action taken by the Employer to terminate a team member's employment pursuant to this Article.
2.1.2. Religious Objection-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 and non-religious charitable organizations must be documented and declared in writing. Any employee exercising their right of religious objection must provide the Union with a receipt of payment to an appropriate charity on a monthly basis.
2.2 Dues Deduction-During the terms of this Agreement, the Employer shall deduct dues or representation fees monthly from the pay of each member of the Union who voluntarily executed a dues deduction authorization form (whether on paper, electronic, or through voice authorization). When filed with the Employer, the authorization form will be honored in accordance with its terms. Dues will be transferred to the Union within two weeks following the pay day. The amount of union dues deducted will be promptly transmitted to the Union by check payable to its order. When such dues are sent to the Union, the Employer shall also electronically provide to the Union an "excel format" list of all employees using payroll deduction. The list shall include name, employee identification number, dues deducted by pay period.
2.3 Union Delegates-The Union shall notify the Employer of the identity of the Union delegate(s). Unless notified by the Union of a change in delegates, the Employer may consider the last identified Union delegate(s) to continue in that position. Unless otherwise agreed to by the Employer, the investigation of grievances, attendance at grievance meetings, and other Union business shall be conducted only during the non-work time of the delegate and shall not interfere with the work of the Union delegate or other team members. If the Employer schedules an investigatory or other meeting during a delegate's normal work hours, that time shall count as time worked and shall be paid. Time spent in the meeting will not be considered for purposes of productivity.
2.3.1 Subject to advance notice and scheduling, and the operational requirements of the Employer, Executive Board Members, Delegates and Contract Committee members will receive (1) day per calendar year of paid leave time to attend Union sponsored training(s) in leadership, representation and dispute resolution. Approval shall not be unreasonably denied.
2.3.2 Up to two (2) team members a year, and not more than one (1) at a time, may be granted an unpaid leave of absence, not to exceed four (4) weeks per person, to assume a position with the Union in accordance with procedures in Article 12-Leaves of Absence.
2.4 Bargaining Unit Roster- The Employer shall supply the Union monthly with a roster containing the names, addresses, department, classification, team member status, date of hire, rate of pay, FTE, primary phone number and team member identification number for all team members covered by this Agreement. Each month the Employer will indicate if the member has attended orientation at the time of providing the roster.
2.5 A voluntary payroll deduction will be implemented the first payroll period following ratification of this Agreement, 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. 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 Healthcare Leadership Fund check-off. The parties agree that the Employer will retain one-quarter of one percent ( $.25 \%$ ) of amounts deducted as reimbursement for its reasonable costs of administering the check-off.

## Article 3 - Management Rights

3.1 The Union recognizes- the Employer's inherent and traditional right to manage its business, to direct the work force, and to establish and modify the terms and conditions of the employees' employment, except as such right is expressly limited by specific provisions of this Agreement. The exercise of these management rights is vested exclusively in the Employer. All matters not specifically and expressly covered or treated by the language of this Agreement may be administered for its duration by the Employer in accordance with such policy or procedure as the Employer from time to time may determine.
3.2 Specifically, and without limiting the generality of the foregoing, the Employer has the sole and exclusive right: to hire, suspend, transfer, promote, demote and discipline employees and to maintain their discipline and efficiency; to lay off, terminate, or otherwise relieve employees from duty; to establish and change their work schedules and assignments; to eliminate, change or consolidate jobs; to install new jobs; to discontinue or reorganize or combine any department or branch of operations with any consequent reduction or other change in the working force; to direct the methods and processes of doing work to introduce new and improved work methods or equipment; to subcontract or relocate bargaining unit work; to determine the locations where work is to performed; to determine the starting and quitting times, the time for lunch and rest breaks, the number of hours to be worked, and the workweek; to make and modify rules and regulations which the Employer deems necessary for the conduct of its business, and to require their observance.

## Article 4 - Team Member Status Terms Defined

For purposes of this Agreement, the terms below shall be defined as follows:
4.1. Regular Full-time Team Member: A team member who works forty (40) or more hours per week on a regular basis. Regular full-time team members are eligible for benefits in accordance with each benefits section of this Agreement.
4.2. Regular Part-time Team Member: A team member who has works less than forty (40) hours per week on a regular basis.
4.3. Initial Review Period: The first six (6) months of employment, or one hundred eighty (180) calendar days not spent on leave (whichever comes later) during which employees may be discharged by the Employer without recourse to the Grievance Procedure contained herein.
4.4. Intermittent Relief Team Member: A team member who is hired as an on-call or per diem team member is not entitled to benefits unless referenced in the collective bargaining agreement or unless required by law or the terms of the benefit plan.

## Article 5 - Working Conditions

5.1 Probationary Employees: Team members who have completed the initial review period and who give at least fourteen (14) calendar days' notice of resignation will be paid for any accrued vacation benefits. Failure to give fourteen (14) days' notice may result in loss of all accrued vacation. This fourteen (14) day notice requirement shall not include scheduled vacation time or sick leave. For full-time team members, notice must include a minimum of ten (10) working days during which to wind up activities. The Employer will give consideration to situations that would make such notice by the team member impossible. The Employer may require reasonable proof of illness occurring after the team member gives notice and before their final workday.
5.2 Bulletin Boards- The employer shall provide space on designated bulletin boards at each worksite for the use of the Union, or on another union-designated bulletin board subject to space availability. Only Union materials with a date affixed may be posted on these bulletin boards, and nothing herein shall be construed to limit team members' right to engage in concerted activity. The Union is responsible for the prompt removal of any information which has served its purpose(s) or is outdated, and the Union shall indemnify and hold the Employer harmless regarding the content of any material which may be posted.
5.3 Job Descriptions- Upon written request, the Employer will provide the Union copies of job descriptions for positions of team members represented by the Union. The Union will be provided updated copies reflecting any change in the job description no less than fourteen (14) days prior to the effective change.
5.4 Orientation- Orientation will be determined by Sound, to be reviewed upon request by the union at a Labor-Management Committee meeting as set forth in Article. Orientation materials provided at time of orientation will be included in the Employee's personnel file.
5.4.1. Up to two (2) Union delegates or member as designated by the union will be allowed thirty (30) minutes at the end of Sound's New Team Member Orientation to introduce the Union to new bargaining unit members. This meeting will be on paid time for the Union delegate and team members in attendance. Attendance shall be a mandatory part of Sound's New Team Member Orientation. The Union may distribute the Collective Bargaining Agreement, membership applications, and other introductory information at this time. The Employer will notify the Union in the event New Team Member Orientation moves to a virtual format using a web-based platform such as Zoom or Teams, and the parties will discuss alternative options for Union access to new hires.
5.5 Personnel File- Upon written request to the People Operations Director (or designee), a team member may inspect the team member's own personnel file. If practicable, the file shall be made available for review within five (5) business days of the written request. There shall be no frequency limit in the event that personnel file review is requested in connection with a grievance investigation. Upon request, a team member will be given a copy of all written evaluations, commendations and disciplinary actions to be placed in the personnel file prior to placement. A team member shall have the right to provide a written response to any written evaluations or disciplinary actions to be included in the personnel file.
5.6 Performance Evaluation- The Employer will make a good faith effort to provide annual evaluations near the Team Member's hire date utilizing Catalytic Coaching or whatever method the Employer is utilizing. The team member should be an active participant in their evaluation. A team member may submit a written response to an evaluation within thirty (30) days of being given the evaluation, which will be retained in the team member's personnel file along with the evaluation.
5.7 Access- With advance notice and approval of the Director of People Operations (or designee), duly authorized representatives of the Union shall have access at reasonable times to areas authorized by the Employer. The Union will not have access to client areas during work time or where client interactions occur, the visit may not disturb team members in the performance of their work and the visit will not be disruptive to the normal operations of the Employer.
5.7.1. Meetings. Bargaining unit meetings may be held on Employer premises upon reasonable notice and subject to Employer's approval, which shall not be unreasonably withheld. Such visits shall not interfere with or disturb employees in the performance of their work, shall not interfere with client care and shall not be held on work time.
5.8 Supervision for Licensure- The Employer will maintain a list of supervisors employed by Sound qualified under State guidelines to provide supervision for licensure. A qualified Sound supervisor may provide supervision for licensure to a team member who has completed their initial review period. Sound will facilitate this process.

## Article 6 - Vacation and Sick Time

6.1 Full-time and eligible part-time ( 0.5 FTE or greater) team members will accrue vacation beginning with their date of hire.

Full-time team members will earn leave as follows:
Continuous Service Leave earned as a full-time team member
0-2 years 144 hours / 18 days per year (3 weeks)
2 years 152 hours / 19 days per year
3 years 160 hours / 20 days per year ( 4 weeks)
4 years 168 hours / 21 days per year
5 years 184 hours / 23 days per year
6 years 192 hours / 24 days per year

7 years 200 hours / 25 days per year (5 Weeks)
8 years 208 hours / 26 days per year
9 years 216 hours / 27 days per year
10 years 224 hours / 28 days per year
11 years 232 hours/ 29 days per year
12 years 240 hours/ 30 days per year (6 Weeks)
13 years 248 hours/ 31 days per year
14 years 256 hours/ 32 days per year
15 +years 264 hours/ 33 days per year
Eligible part-time team members ( 0.5 FTE or greater) will accrue leave on a prorated basis. Team members are strongly encouraged to use vacation leave. A maximum of one hundred forty (140) hours may be carried over from one year to the next February. Vacation balances exceeding one hundred forty (140) hours will be forfeited.

The Employer will give consideration to a team member who requests to use a vacation day for the team member's bona-fide religious observance (as recognized under the Civil Rights Act of 1964). A team member's request shall not be unreasonably denied so long as the request is made at least fourteen (14) days in advance and falls on the recognized religious day of observance.
6.2 Employees accrue and may use accrued vacation during the initial review period.
6.3 Vacation schedules must be approved in advance by the Employer in order to ensure adequate staffing within the various clinic programs. Seniority, subject to the staffing needs of the Employer, will prevail in the case of conflicting vacation time off requests. The Employer will notify employees of approval or denial of their requested vacation within fourteen (14) days of submission of the request form for all vacation requested, except in cases of urgent requests, which shall be approved or denied within seven (7) days or as soon as possible. Vacation requests will not be unreasonably denied._Vacations around holidays, and over the summer months of June, July and August shall be rotated to ensure that everyone has an opportunity to have time off from year to year.
7.1 Sick Leave- Regular employees shall accrue paid sick leave from date of hire prorated in accordance with the percent of full-time employment at the rate of ninety-six (96) hours per year. Sick leave accruals shall not be less than provided in accordance to the Seattle City Council Bill 117216, effective September 1, 2012, which establishes minimum standards for paid sick leave within the City of Seattle ("Seattle Sick Leave Ordinance"). Employees may use accrued sick leave only for those days for which the employee is normally scheduled to work. Accrued sick leave may be used by an employee for absence due to illness, injury, or other disability. In the event of an employee's extended absence for medical reasons (i.e., illness, disability, incapacity due to accident or other extended absence for sick leave in Sections 8.1 or 8.1.1), accrued sick leave will be used after which time accrued vacation leave will automatically be used until it is exhausted.

Employees shall be able to receive donated vacation and or sick time from employees, any employee making such donation shall be done on a form provided by the Employer and must maintain 40 hours of vacation or 80 hours of sick time after the donation form is executed.
7.1.1. Subject to use of leave and scheduling requirements under this Agreement, an employee may also use accrued sick leave or vacation leave to supervise or care for an ill child under the age of eighteen (18) or over eighteen (18) if incapable of self-care because of a mental or physical disability, or care for a spouse (or domestic partner), parent, parent-in-law, or grandparent with a serious health condition or emergency condition.
7.2 An employee who does not report to work for more than three (3) consecutive days due to illness or injury may be required to provide a physician's certificate of illness or disability, or if no physician, other reasonable proof of disabling illness or disability.
7.3 Employees must provide as much advance notice of sick leave as is practicable. In the case of scheduled sick leave absences, employees must give at least ten (10) days' notice.
7.4 When a team member is entitled to benefits or payments under the Worker's Compensation Act, the team member will be kept on salary for the first thirty (30) calendar days of the period in which the employee is eligible to receive time loss.
7.5 Sick Leave Conversion-At the end of each quarter a regular employee who uses zero (0) days of sick leave in that calendar shall have the option of eight (8) hours of sick time being converted to eight (8) hours of vacation time.

## Article 8 - Bereavement Leave

8.1 The Employer shall upon prompt notice, allow employees a maximum of four (4) days paid leave, prorated as to percent of full-time employment, for each occurrence of the death of a member of their family, with such members limited to sibling, child, legal spouse, domestic partner, grandparent, parent, mother-in-law or father-in-law, a person who acted in loco parentis for the employee before the employee turned eighteen (18) years of age, or domestic partner's parents. The Employer will approve one day's paid leave, prorated as to percent of full-time employment, in the case of death of other relatives.
8.2 Client Death Bereavement Leave-Upon the death of a client with whom a clinic or residential facility team member had direct responsibilities, the Program Manager shall approve up to one (1) day paid leave (prorated as to percent of full-time employment) upon request.

## Article 9 - Jury and Witness Leave

9.1 Regular team members summoned to serve as a juror will receive their normal day's pay for each normally scheduled workday required in court (up to eighty (80) hours per year) provided, however, that any compensation received from the court for such service will be paid to the Employer. Team members shall give prompt notice to the Employer of prospective jury service and shall report for work at their primary location or one assigned by their supervisor when not prevented by jury service. Team members will be required to provide satisfactory evidence of jury duty served.
9.2 Team members who are parties (subpoenaed or otherwise), plaintiffs or defendants in court actions may request absences without pay.
9.3 If a team member is subpoenaed, or is requested by a court or arbitrator, to appear as a witness in court proceedings related to the team member's regular job duties the team member will receive the normal day's pay for the portion of normally scheduled workday(s) required to be absent from work. If the time is on a Team member's time off, all hours spent in or for the court proceeding shall be compensated at the Team Member's regular rate of pay. A team member shall give prompt notice to the Employer as soon as the team member becomes aware of the need for absence. In such instances, any witness fees shall be paid to the Employer.

## Article 10-Health and Safety

10.1 Sound will maintain a safe and healthful workplace in compliance with Federal, State and local laws applicable to the safety and health of its team members.
10.2 Safety Committee- The Employer will continue the operation of a safety review or committee in adherence to all State and Federal regulations. This safety review or committee shall investigate and make recommendations of education and preventative health and safety measures for the workplace and its team members, with recognition of security and safety issues as set forth under Washington law. The Union shall appoint two (2) team members from the bargaining unit to be placed on any such safety review or committee. All time on such activity shall be paid at the team member's regular rate of pay.
10.3 Prevention of Workplace Violence- The safety review or committee may make recommendations to the organization on hazards and risk factors including training, reporting and accident response and program evaluation.
10.4 Sound will maintain its current practice of conducting site-based discussions with input from all team members.
10.5 At each work site, the Employer shall post all required safety notices, including local emergency numbers, information on blood borne pathogens, Universal Precautions, and first aid. The list of current CPR- and First Aid-trained Team Members for the particular work site shall be maintained at each work site. If required by the team member's position, the Employer shall provide and pay for time to take CPR and First Aid using appropriate training formats, no less than four (4) opportunities each year.
10.6 The Employer shall maintain a notebook of Safety Data Sheets (SDS) at each work site. Each notebook shall contain SDS for all chemicals or hazardous materials that might be found at that site, and shall be updated as additional hazardous materials and chemicals are purchased.

## Article 11- Holidays

11.1 Full-time and eligible part-time ( 0.5 FTE ) team members will be paid for the following holidays:

New Year's Day
Martin Luther King Day
Memorial Day

Juneteenth
Independence Day
Labor Day
Thanksgiving Day
Day After Thanksgiving
Christmas Day

Eligible part-time team members ( 0.5 FTE or greater) will accrue leave on a prorated basis. Unused holiday benefits as of the second pay period in February will be converted to vacation leave and be subject to the vacation carryover procedure.

The Employer will give consideration to a team member who requests to use a vacation day for the team member's bona-fide religious observance (as recognized under the Civil Rights Act of 1964). A team member's request shall not be unreasonably denied so long as the request is made at least fourteen (14) days in advance and falls on the recognized religious day of observance.
11.2 Holidays that fall on Saturday will be taken the previous Friday, and holidays falling on Sunday shall be taken on the next Monday.
11.3 Regular employees who work on any of the above-mentioned holidays, as defined in Section 11.2 will receive compensation at one and one-half ( $11 / 2$ ) times their regular rate of pay for hours worked on the holiday in addition to time off for the holiday that will be scheduled at a later date by mutual agreement with the employee's supervisor.
11.4 By November 1 of each year, the employer will post a schedule for the following year indicating which days the holidays listed in Section 11.1 will be observed for purposes of premium pay as per Section 11.3 and 11.4. The schedule will also list the days on which any programs or offices will be closed in observance of holidays.

## Article 12 - Leaves of Absence

12.1 Leaves of Absence- A Leave of Absence may be granted for reasons other than those provided by Sound's paid leave policies. Sound recognizes two types of Leave of Absence: automatic and discretionary.

A team member taking an approved automatic leave of absence will be guaranteed employment but will not necessarily be returned to the same job assignment. A team member taking a discretionary leave of absence might not be guaranteed a position upon their return.

All Discretionary leave of absence requests must be submitted for prior approval by People Operations and the CEO.

Examples of automatic and discretionary leaves of absence include:
Automatic Leave
Service in the Armed Forces -

- Without pay for the minimum required time for enlisted or selective services personnel.

Reserve or National Guard Training -

- Without pay for the required time. In case of training period of 15 days or less, team member receives in pay the difference between his/her usual rate of pay and that received from the government.

Civic Responsibilities -Such as Jury Duty, Witness Service (for Sound), or Service on Election Board; with full pay up to two weeks.

Domestic Violence Leave team members may use leave benefits in accordance with the Washington State law on Domestic Violence Leave for Victims and Family Members.

Discretionary leave team members may request Discretionary Leave for a variety of reasons including personal, professional, and educational. All Discretionary Leave requests must receive prior approval of People Operations and the CEO.

## Family and Medical Leave Act (FMLA)

Sound provides up to twelve (12) weeks of leave during a twelve (12) month rolling calendar year in accordance with FMLA for family and medical leave reasons. Under Washington State law, maternity disability leaves (disability resulting from pregnancy or childbirth) may be "tacked onto" FMLA leave resulting in a leave period longer than 12 weeks.

Team members may use accrued paid leave during the period of time they are on FMLA and/or on maternity disability leave as defined by Washington State Law.

An eligible team member is entitled to leave for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or childbirth;
- To care for the team member's child after birth, or placement for adoption or foster care;
- To care for the team member's spouse, son or daughter, or parent, who has a serious health condition;
- For a serious health condition that makes the team member unable to perform the team member's job; or
- Certain military family leave entitlements.

Because of the complexity of the Family and Medical Leave Act and the Washington State Family Leave

Law, team members contemplating use of either are encouraged to contact People Operations.
12.2 Reduced FTE for Education- A team member may request a reduction in FTE status to attend an accredited educational institution for job-related training. The Employer shall not unreasonably deny the request in the Employer's discretion, and, upon request, will provide a team member with a written explanation of the reasons for a denial.

## Article 13 - Seniority

13.1 Regular team members shall accrue seniority from the most recent date of hire. Seniority shall not apply to a team member until completion of the required introductory period. Upon satisfactory completion of the introductory period, the team member shall be credited with seniority from most recent date of hire. Team members who entered the organization as a result of the acquisition of Community Psychiatric Service (CPC) will have their original hire date with CPC credited for service recognition and accrual calculations.
13.2 Job openings shall be posted, in the normal way jobs are posted as well as emailed to all staff once a week, in all work locations for five (5) days before they are posted outside the Employer. The Employer is required to offer opportunities to any current employee requesting the position prior to hiring someone from outside the agency.
13.3 Team members notified of a layoff affecting the team member will have the option to apply for open positions.
13.4 Except in emergency situations determined by the Employer, team members whose schedules are to be changed shall be given at least fourteen (14) calendar days' notice of such schedule changes. Short term changes in a team member's work hours arising from unanticipated staffing issues such as call-outs and other reasons beyond the Employer's control shall not be a violation of this provision.
13.5 Layoff and Recall- A layoff is a permanent or prolonged reduction in the number of team members employed by the Employer. Thirty (30) days' advance notice of layoff will be given to the Union and to the team members subject to layoff, except for unforeseen conditions preventing such notice which are beyond the Employer's control. Prior to implementing a layoff, the Employer will seek volunteers for layoff from among those team members in the job classification(s) affected by the layoff within the bargaining unit. Skill, competency, demonstrable past performance and ability being equal in the opinion of the Employer, length of service will govern the order of layoffs and recall from layoffs. Upon request, the parties will meet for the purpose of reviewing the order of layoff. Agency staff and introductory team members in an affected worksite will be released prior to laying off regular team members providing skill, competency, demonstrable past performance, and ability are considered substantially equal in the opinion of the Employer. Any team member subject to layoff may apply for another position from a listing of vacant positions, providing the team member is qualified for the position in the opinion of the Employer, based upon established criteria. The Employer will not administer this provision in an arbitrary or capricious manner.
13.5.1 In the event of a reduction in force within the bargaining unit, the Employer will decide which programs or work sites will be reduced, the extent of the reduction, and the pay grades or specialties (as defined in the WAC) affected.
13.6 Employees who have been laid off as per Section 13.5 shall be placed on a recall roster for a period of six (6) months during which they will retain their seniority rights as per Article 13. Laid off employees shall be notified by the Employer by mailing to the last known address of record of available openings and shall be eligible to apply for positions. Recalled employees shall have five
(5) calendar days from the date of notification (proof of mailing to the last known address) to respond to the recall notification. Employees who return to work within one (1) year shall be placed on the step of the pay scale of their classification which corresponds to the step they occupied when laid off.
13.7 Movement between Regular Status and Intermittent Relief Positions. A team member who moves from a regular status bargaining unit position to an on-call or per diem bargaining unit position will have their seniority frozen as of the date they left the regular status position. Seniority shall not accrue for intermittent relief team members. Upon returning to a regular status position in the bargaining unit, seniority shall begin to accrue again and the team member will have the team member's service date adjusted to reflect the break in seniority.

## Article 14 - Hours of Work

14.1 The normal work week shall consist of forty (40) hours of work within a seven (7) day period, or as otherwise determined by a team member's FTE. The workday and work week specified in this Article shall not constitute guaranteed hours of work. A workday shall normally consist of eight (8) hours' work to be completed within eight and one-half ( $81 / 2$ ) consecutive hours (or ten (10) hours' work to be completed within ten and one-half hours ( $10 \frac{1 / 2}{}$ ) consecutive hours). Innovative work schedules shall be by mutual agreement between the Employer and team member.
14.2 Overtime shall be compensated for at the rate of one and one-half ( $11 / 2$ ) times the regular rate of pay for all hours worked beyond forty (40) in a work week. All overtime must be approved in advance by the team member's supervisor. Hours paid but not worked shall not count as time worked for purposes of computing overtime. There shall be no pyramiding or duplication of any compensation paid at the rate of time and one-half (1-1/2).
14.2.1 Flex-Time. The Employer shall consider flex-time requests consistent with Sound policy.
14.3 Schedule Notification -At time of hire a regular team member shall be informed of the team member's anticipated regular work schedule (days and hours).
14.4 Posting of Schedules- The Employer shall determine and post work schedules covering a four-week period at least ten (10) calendar days immediately preceding the date on which the schedule is effective. Team member-initiated schedule changes shall not result in additional contract overtime or premium pay obligations being incurred by the Employer. Management will put forth a good faith effort to locate coverage when a team member requests time off before a schedule is posted. The schedule, once posted, cannot be altered except by mutual agreement or in the case of unforeseen circumstances beyond the Employer's control, such as call outs, unplanned medical leaves and other emergent circumstances.
14.4.1. The Employer and Union agree that alternative work schedules can be a positive element in helping create a more productive workplace. The Labor Management Committee may discuss alternative work schedules as a periodic agenda item. A regular team member may request in writing an alternative work schedule to the supervisor, and
they shall discuss it together. The supervisor shall give a written response to such request. If the Employer discontinues a team member's alternative work schedule, then the Employer shall meet with the team member to discuss the reason for the change. Except for emergency circumstances determined by the Employer, the supervisor shall give thirty (30) calendar days' notice of the discontinuation of the alternative work schedule.
14.4.2 Facility closures because of inclement weather shall be handled according to Sound policy.
14.5 Meal/Rest Periods - Team members shall receive an unpaid meal period of at least thirty (30) minutes during each regular workday. If a team member is required by the Employer to remain on duty or is called back to work during a meal period, such time shall be considered as time worked for pay purposes. Team members shall receive one (1) fifteen (15) minute paid rest period during each four (4) hours of work. Breaks may be taken intermittently The application and administration of this section shall be consistent with State law.

## Article 15-Health and Welfare

15.1 The Employer shall provide for each member the health insurance in place upon ratification at no additional cost (premiums) to the member than the current cost (premiums). The Employer will continue to cover all dependents (defined as children below aged twenty-six (26) of each member at no additional cost to the member than the current cost.
15.2 Maintenance of Benefits: The Employer may not unilaterally increase co-pays, co-insurance and deductibles over current costs for the contract term.
15.2.1 Healthcare Triggered Re-opener: Should the cost of the current health insurance plan increase or decrease by $15 \%$ in a year, either party may re-open the contract for purposes of negotiating wages and benefits.
15.3 Healthcare Committee: The Union and the Employer shall create a committee to meet three months prior to the Employer making a decision on healthcare for the following year, and up to one month after the decision is made; the meetings shall be on paid time for up to 2 hours per month. The committee shall consist of up to 5 members from each side. The committee shall discuss ways to improve healthcare for all members and explore alternative plans that meet the needs of the Agency and the Team Members.
15.4 The Employer shall maintain the current retirement contribution in place at time of ratification for the life of this agreement.

## Article 16-Compensation/Wages

16.1 Wages shall be effective at ratification and to the attached wage scale. No team member shall receive less than a $2 \%$ wage increase, and shall be placed on the scale at their appropriate rate of pay (placement on the scale cannot reduce their pay).
16.2 Effective the first $\left(1^{\text {st }}\right)$ of the month following one (1) year from the date of ratification increase the wage scale and team member wages by two percent ( $2 \%$ ).
Section 16.3. Standby. Any member required or requested to be on Standby shall receive their current standby pay without reduction for the life of the agreement for all hours worked on Standby.

## Article 17 - Education

17.1 For benefits-eligible team members, three days' annual administrative leave and $\$ 400$ is budgeted for development and training. This benefit may be used for workshops, conferences, conventions, books and other related material as long as it will enhance the team member's knowledge and/or skills within their current role with Sound. Prior approval is needed by your immediate supervisor. The benefit is pro-rated for part-time team members.
17.2 The team member's wages and all approved expenses, including mileage in accordance with Employer policy, will be paid by the Employer, when the team member is required by the Employer to attend an educational or professional function.

## Article 18 - Labor Management Committee

18.1 The Employer and the Union, wishing to effectively maintain a stable labor management relationship and avoid controversies in the future, have agreed to establish a Labor Management Committee. The purpose of the Committee is to foster improved communications between the Employer and team members through discussion, exploration and study of problems and possible proposed solutions referred to it by the parties to this Agreement. In order to have frank and open discussion, the Committee shall have no authority to change, delete or modify any of the terms of this Agreement, or to settle or discuss grievances arising under this Agreement.

Committee discussions shall be advisory only. Committee minutes shall not be publicized except by mutual agreement. Examples of matters of mutual concern that may be discussed are provisions of the Agreement, staffing, services, personnel, and safety and health.

Upon request, the Employer will provide to the Labor-Management Committee Sound's written policies and procedures applicable to on-the-job assault, verbal abuse, sexual assault, racism or harassment on any identity status, as well as site security assessments and plans. The LaborManagement Committee may review, provide input and make recommendations to the Employer regarding these and similar policies.
18.2 Meeting Schedule- The Labor-Management Committee shall meet quarterly or at other mutually agreed times. The Committee will be composed of five (5) Employer-designated management representatives and five (5) Union-designated Team Members. Team Members serving on the Labor-Management Committee shall be paid for time spent in Labor Management committee meetings. The Committee shall operate under the guidance of co-chairs, one (1) to be selected by the Employer and one (1) to be selected by the Union. The co-chairs shall prepare a
common written agenda for each meeting to be distributed to all Committee members in advance, generally at least three (3) calendar days in advance of the meeting. Either co-chair may place items on the agenda. Payroll issues, licensure, productivity, diversity and inclusion may be regular agenda items, as determined by the Committee. By mutual agreement, items not on the agenda may also be discussed at the meeting. It is further understood that the Union has not waived any right to seek separate mutually agreed discussions at other times. The Committee may also develop other guidelines to assist it in its discussions.

## Article 19-Transportation Expenses

19.1 Travel- Employees required to travel for Sound on Sound business will be reimbursed at current IRS mileage rates for travel from a Sound work site to another Sound work site, plus toll and parking fees required for such travel. Reasonable expenses for out-of-area travel, submitted by the employee and approved by the Chief Financial Officer will be reimbursed.

## Article 20 - Non-Discrimination

20.1 Equal Employment Opportunity-The Employer and the Union are committed to a policy of equal employment opportunity. All team members will be treated without regard to race, color, religion, sex, age, national origin, military or marital status, sexual orientation, gender identity, genetic information or disability, and any other basis protected by local, state, or federal law. This applies to all personnel actions including recruitment, hiring, training, transfer, promotion and demotion, layoff and recall, compensation and benefits, discipline, termination and all other conditions or privileges of employment.

## Article 21 - Grievance Procedure

21.1 Grievance- A "grievance" is defined as an alleged breach of the terms and conditions of this Agreement. If a grievance arises during the term of this Agreement, it shall be processed through the procedure in this Article. Any time limits specified in this Article may only be extended by mutual written consent between the Union and the Employer. If a grievant does not comply with time limitations noted in this Article, this shall operate to make a grievance null and void. If the Employer does not comply with any time constraints in this Article, the grievant shall be entitled to proceed to the next step of the grievance procedure.
21.2 Grievance Procedure- It is the desire of the parties that grievances should be settled informally whenever possible, and this should normally occur at the first level of supervision. Grievances shall be processed by team members as follows:

Step I: Team Member - Supervisor. If a team member has a grievance, the team member shall first present the grievance in writing to their Supervisor within fourteen (14) calendar days from the date the team member knew or should have known the facts giving rise to the grievance. The Supervisor shall have fourteen (14) calendar days to meet and seek to resolve the matter with the team member. After such Step 1 meeting, the Supervisor shall have fourteen (14) calendar days to issue a written Step I reply.

Step 2: Team Member- Director. If the matter is not resolved to the team member's satisfaction in Step 1, the team member is required to appeal the grievance in writing and shall present the written grievance to the team member's Director (or designee) within fourteen (14) calendar days of the Supervisor's Step 1 written reply. The written grievance must contain a description of the alleged problem, including the provision in the contract alleged to have been violated, the date it occurred, and the remedy desired by the grievant. A conference between the team member, they or theirs Union delegate (at the request of the grievant) the Director (or designee) and Labor Relations Partner shall be held within fourteen (14) calendar days of receipt of the Step 2 grievance. After such Step 2 meeting, the Director (or designee) shall have fourteen (14) calendar days to issue a written Step 2 reply.

Step 3: Team Member- Chief People Officer. If the matter is not resolved in Step 2 to the team member's satisfaction, the grievance may be referred in writing to the Chief People Officer or Director of People Operations (or designee) by the grievant within fourteen (14) calendar days after the Step 2 written reply. A conference between the team member and the Chief People Officer or Director of People Operations (or designee), and others as desired by either party (i.e., Union Delegate, Union Representative, People Operations, and/or other Management) shall be held within fourteen (14) calendar days of receipt of the Step 3 grievance. After such Step 3 meeting, the Chief People Officer or Director of People Operations (or designee) shall have fourteen (14) calendar days to issue a written Step 3 reply.

Step 4: Arbitration. If the grievance is not settled at the Step 3 level, the matter may be submitted to arbitration by the Union. Such referral to arbitration must be within fourteen (14) calendar days after the grievant's receipt of the Chief People Officer's or Director of People Operations/ (or designee's) decision in Step3.

If the Union refers a matter to arbitration, the Employer and Union shall attempt to agree on an Arbitrator. If within fourteen (14) calendar days after receipt of the Step 3 response they are unable to mutually select an Arbitrator, then either party may request a list from the Federal Mediation \& Conciliation Service (FMCS) for seven (7) Washington and Oregon arbitrators. On receipt of a list from the FMCS, and, after the parties have reviewed the various Arbitrators, the parties shall toss a coin to determine first "strike" of an Arbitrator and rotate thereafter. The person whose name remains at the end of the striking process shall be the Arbitrator.

The Arbitrator's decision shall be final and binding on all parties and must be in compliance with local, state or federal law and regulation, which supersede this Agreement. The Arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the express provisions of this Agreement, but the Arbitrator shall be authorized only to interpret the existing provisions of the Agreement as they apply to the specific facts on the issue in dispute. The Arbitrator may not award punitive damages. The Arbitrator may not substitute the Arbitrator's own judgment for the Employer.

Each party shall bear one-half (1/2) of the fee of the Arbitrator, and any other expenses jointly incurred by mutual agreement incident to the arbitration hearing. All other expenses shall be borne by the party incurring them, including each party being responsible for its own attorneys' fees and costs in any and all cases, and neither party shall be responsible for the expense of witnesses called by the other party.

Section 21.3 Time limits- set forth in this Article must be strictly adhered to and may only be extended by mutual written consent of the parties. Absent such written mutual consent, failure of the Employer to issue a written decision within the time limits at any step under this grievance procedure shall result in the grievance being automatically elevated to the next step without any action necessary on the part of the grievant. (However, the Union retains its legal discretion to determine what cases it shall refer for a grievant to the arbitration process under Step 4.) Also, absent such mutual written consent, failure of the grievant or the Union to advance a grievance at any step in accordance with the timelines shall constitute a withdrawal of the grievance.

## Article 22 - No Strike No Lockout

Section 22.1. During the term of this Agreement, the Union, its agents or representatives, members of the bargaining unit, and/or persons acting in concert with them shall not incite, encourage, cause or participate in any work stoppage, interruption or interference with the operation of the Employer of any kind for any reason, such as strike, sympathy strike, picketing, sit in, walkout, slowdown, sick-out, or other work stoppage or disruption of any nature whatsoever, nor will the Employer lock out its employees. In the event of any such action or the threat thereof, the Union and its officers will do everything within their power to end or avert same. Any employee participating in such action will be subject to disciplinary action in accordance with the Employer's policies. This clause shall not be in effect upon expiration of the contract.

## Article 23-General Provisions

Section 23.1. Any provision of this Agreement that is found to be inconsistent with or invalid under governing law shall be deemed ineffective to the extent of such inconsistency or invalidity, without invalidating the remaining provisions of this Agreement. In this event, the parties shall meet to negotiate a substitute provision to the provision that has been found invalid. Any and all agreements, written and verbal, previously entered into between the parties hereto are mutually cancelled and superseded by this Agreement. Unless specifically provided herein to the contrary, past practices shall not be binding on the Agency.

## Section 23.2: Sale of Sound

In the event of a sale of Sound to another entity, the Employer and the Union will make good faith efforts to maintain transparency and timely communication throughout the process to minimize the potential adverse impacts, direct or indirect, on clients and team members. In particular, the parties will follow federal law in using their good faith efforts to adhere to the following guidelines:

The Employer will inform represented employees at least 30 days in advance of execution of sale.

The Union and Employer shall meet to discuss any sale that will impact the future of team members.

The Employer will inform the potential buyer of the existence of this agreement.
None of the above shall constitute encumbrances or restrictions on negotiations with a potential buyer, or any final sale or transfer.

## Section 23.3. Complete Agreement.

The Employer and Union acknowledge that during the negotiations which resulted in this Agreement, both parties had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the parties hereto, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter that is specifically addressed in the provisions of this Agreement while this Agreement is in effect. The parties further agree, however, that this Agreement may be amended by the mutual consent of the parties in writing at any time during its term.

## Article 24 - Duration

This Agreement shall be effective the date of ratification and shall remain in full force and effect through and including June 30, 2023. Should either party desire to change, modify or terminate the Agreement, written notice must be given to the other party at least ninety (90), but no more than one hundred and twenty (120), calendar days prior to June 30, 2023: If notice to amend is given, negotiations shall commence within thirty (30) calendar days following the date of the notice, and this Agreement shall remain in effect until the terms of a new or amended Agreement are agreed upon; provided, however, that if a notice to amend is timely given, either party may at any time thereafter notify the other in writing of its desire to terminate this Agreement as of the date stated in such notice to terminate, which date shall be subsequent to June 30, 2023 and at least twenty-one (21) calendar days subsequent to the giving of such notice to terminate.

## COVID-19 MoU

The Employer shall endeavor to provide personal protective equipment (PPE) to all team members who request it during the state of emergency declared by the Governor on February 28, 2020 (Proclamation 20-05). In determining its policies and practices during this state of emergency, the Employer will be guided by the recommendations and guidelines set forth by public health agencies, (i.e., CDC, WHO, Washington State Public Health Department) for the purpose of promoting the health and safety of the Employer's team members and others at the Employer's facilities. Work areas and break rooms shall be cleaned and disinfected consistent with public health agency requirements, The Employer shall also communicate safety precautions against the pandemic to all team members in a manner most appropriate for timely dissemination. Work from home guidance will be as set forth in the Employer's COVID policies. This MOU will terminate the earlier of the December 31, 2021 or the cessation of the Governor's state of emergency as declared in Proclamation 20-05.

Signature Page

| Service Employees International Union <br> (SEIU), District 1199NW, AFL-CIO | Sound |
| :--- | :--- |
| By: Hliane_ | By: |
| Diane Sosne, President | Patrick Evans, President and Chief Executive <br> Officer |
| Date: 511122 | Date: $04 / 28 / 22$ |

SERVICE EMPLOYEES
INTERNATIONAL UNION
LOCAL 1199NW MEMBERS


Diane Sone, President SEIU 1199NW


Reyna Heard, Intake, LCW
XRik Deskin
Riv Deskin Admin Support, North Creek


Jess Woolen, SSVF, South Park


Lori Horton, LPN, Keystone


LT Townsend, SUDS, Capitol Hill

X/s/ William Nolan, SUDP, AAC, BA
Bill Nolan, SUDS, Capitol Hill

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Kristin Badin, Crisis Responses, Capitol Hill


Angie Houck, Administrative Services, Cap Hill


Jason Beauchene Chief Negotiator

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Jesse Unman Organizer


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 Peer Specialist
Reaching Recovery Clinician
Clinician-MHP Intake Specialist
IDD Clinician

 WISe Clinician
WISe-SUD Clinician Forensics Clinician Forensics-MHP Clinician
Forensics-SUD Clinician Co-Responder Clinician Clinical Care Coordinator
Medical Asst Medical Support


Admin II
Admin III
 Housing Specialist
Leasing Agent
Maintenance ।
 Janitor
Landscaper
Courier
Housing Operations
Housing Operations II
Residential Support
Residential Case Mgr I
Residential Case Mgr II
Cook
Kitchen Aide

