

**OPEIU LOCAL 8/CRISIS CONNECTIONS Negotiations
Tentative Agreement
1-12-23**

ARTICLE 1

RECOGNITION OF THE UNION

Section 1.1 CURRENT BARGAINING UNIT The Employer recognizes the Union as the sole and exclusive collective bargaining agent with respect to rates of pay, hours, and all other terms and conditions of employment. The bargaining unit includes all regular full-time, regular part-time, and per diem employees employed by the Employer; excluding managers, confidential employees, guards, and supervisors as defined in the National Labor Relations Act (NLRA).

Section 1.2 NEW JOB CLASSIFICATIONS

- a) The Employer will notify the Union in writing when duties of bargaining unit job classifications are substantially changed and when duties of bargaining unit job classifications are transferred to non-bargaining unit positions. Such written notice will be provided to the Union within thirty (30) calendar days prior to the effective date of the change or transfer of the duties of currently represented job classifications. It is not the Employer's intent to establish new job classifications outside of the bargaining unit for the purpose of excluding such employees from the bargaining unit.
- b) The Employer will notify the Union of any newly created exempt and/or non-exempt classification which is non-supervisory and non-confidential in nature as defined by the National Labor Relations Act, and which encompasses duties performed by existing bargaining unit classifications. This notice shall be provided at least thirty (30) calendar days prior to the effective date of the new classification and shall include the proposed job title, job duties, qualifications and pay range and will indicate whether the Employer believes the new classification is appropriate for inclusion in the OPEIU bargaining unit.
 - i. If the Union does not agree with the Employer's decision regarding whether or not to include in the bargaining unit employees for the reasons identified in Section B, the Union shall submit a written notice of objection within fourteen (14) calendar days of being notified of the new classification.
 - ii. If requested, the parties shall then meet to discuss whether or not the new classification should be included in the bargaining unit.
 - iii. Should the parties be unable to agree as to whether or not a newly created classification should be included in the bargaining unit, unless otherwise agreed, the Union's sole recourse shall be to file an appropriate petition with the National Labor Relations Board.

ARTICLE 2

UNION SECURITY AND MEMBERSHIP

Section 2.1 UNION SECURITY AND MEMBERSHIP

- a) The Employer agrees that all employees covered under this Agreement shall, as a condition of employment, thirty-one (31) days from the effective date of this Agreement, become and remain members of the Union in good standing.
- b) The Employer further agrees that all new employees hired subsequent to the effective date of this Agreement shall, as a condition of employment, thirty-one (31) days from the date of employment become and remain members of the Union in good standing.
- c) The Union shall notify the Employer in writing that an employee has failed to acquire and maintain membership in the Union and shall provide the Employer with a copy of the final notice to the affected employee that they have not acquired and maintained membership in the Union. In the event the employee fails or refuses to tender the dues and fees on which they are delinquent within thirty (30) calendar days of receipt by the Employer of such notice, the Employer shall discharge said employee. The aforementioned time periods may be extended by mutual agreement of the Employer and the Union.

Section 2.2 DEDUCTION OF UNION DUES Upon receipt of written authorization of the employee, at each pay period the Employer shall deduct dues and fees from all members, based upon a schedule provided by the Union, and transfer that amount to the Union within fourteen (14) calendar days following each payroll.

The Employer shall include the last name, first name, middle initial, employee ID number, gross earnings, hours worked, dues deducted and initiation fees deducted when remitting dues to the Union.

Section 2.3 PRESENT CONDITIONS No present employee, who, prior to the date of this Agreement, was receiving more than the rate of wages, vacations, or any other enhanced benefit than designated in this Agreement, for the work in which the employee was engaged, shall suffer a reduction in such arrangement due to the application of this Agreement.

Section 2.4(a) UNION ACCESS The Union Representative shall be allowed access to the Employer's premises at reasonable times, for the purpose of administering this Agreement, monitoring compliance with this Agreement, or following up on inquiries and concerns of bargaining unit employees, provided the Union Representative shall not interfere with the normal operation of the Employer, services provided to callers, or other employees in the performance of their work during working hours. The Union Representative shall provide advance notice to the Employer's Human Resources representative before coming to the Employer's premises. Based on availability, conference rooms can be reserved. In recognition that the Union Representative may have access to callers' personal health information ("PHI"), Union Representatives must have signed a mutually agreed upon oath of confidentiality on file at each location prior to entry.

When arriving at the Employer's facility, the Union Representative will:

- 1) Sign in as a visitor;
- 2) Present valid identification to receive a visitor's badge;
- 3) Wear the visitor's badge while at the Employers facility; and
- 4) Sign out when leaving the Employer's facility.

Section 2.4(b) UNION NEW HIRE ORIENTATION A Union Steward and/or Union Representative will be allowed fifteen (15) minutes of work time to meet with newly hired employees at a reasonable time designated by the Employer and during regularly scheduled new employee orientation (NEO) for the purpose of introducing the Union and this Agreement to newly hired employees. Neither the Union Steward, Union Representative, or Employer will use the new hire orientation to discuss on-going grievances with the Employer. If no NEO is scheduled within 30 days of hire, the Union Rep and/or Steward will be allowed fifteen (15) minutes, at a mutually agreeable time, to meet with them on work time.

Section 2.4(c) NEW MEMBER PACKETS During new hire orientation, the Employer will provide all new employees an OPEIU New Member Packet, which includes a copy of the Union Contract, Membership Application, and other Union information. The Union will not include information about on-going grievances with the Employer in New Member Packets. The Union is solely responsible for providing these packets, at the Union's expense, to the Employer for distribution to newly hired employees.

Section 2.5 UNION STEWARDS

- a) The Employer shall recognize certain employees as Union Stewards, who will be a duly accredited Union representative for all purposes.
- b) The total number of Union Stewards at any one time shall not exceed ten (10).
- c) The Union will inform the Human Resources Representative, in writing, of the names of all Stewards.
- d) The function of a Union Steward shall be to communicate with the membership and management, investigate grievances and contract disputes, to handle grievances, and to introduce the Union at new hire orientation.
- e) To ensure there are not disruptions to operations, Stewards who are performing their duties as a Steward on work time must notify their supervisor before leaving their work station, and provide the supervisor with an estimate regarding the time they expect to be away from their work station.
 - i. The Union Steward will be allowed time off to attend investigatory and grievance meetings with the Employer, subject to staffing and scheduling needs of the Employer.
 1. For meetings where the Employer or an Employee has requested the Union Steward to participate in an investigatory meeting or grievance meeting the Steward's time shall be paid time and considered time worked.
 2. For other union business carried out by Stewards, the first thirty (30) minutes shall be paid. After the initial thirty (30) minutes, the Steward's time shall be unpaid, and not considered time worked.
- f) Unless otherwise agreed to, membership meetings will not be conducted on working time or interfere with the Employer's business operations.

Section 2.6 UNION COMMUNICATION The Union shall be allowed the use of designated bulletin board space and work email for the purpose of posting Union notices relating to general Union activity and education, and to share information and communicate with represented employees. Employees may use Employer-provided email for the limited purposes of consulting with and requesting representation by Union staff and/or Steward.

ARTICLE 3

MANAGEMENT RIGHTS

Subject to the express terms and conditions of this Agreement, the management of the organization and the direction of the work force including the right to hire, assign, suspend, transfer, promote, discharge or discipline for just cause, and to maintain discipline and efficiency of its employees and the right to solicit volunteers to end their work day prior to the end of their scheduled shift because of lack of work or for other reasons; the right to require reasonable overtime work by employees; the right to establish standards of performance and staffing requirements; the right to promulgate rules, including safety rules; regulations and personnel policies; the right to determine the extent to which the facility shall be operated and to change such methods or processes or to use new equipment or facilities; the right to establish work schedules, to subcontract out work and to extend, limit or curtail its operations is vested exclusively in the Employer.

The parties recognize that the above statement of management responsibilities is for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to the management function.

All matters not covered by this Agreement shall be administered by the Employer on a unilateral basis in accordance with such policies and procedures as it from time to time shall determine.

ARTICLE 4

HIRING

Section 4.1 JOB POSTING Notice of all bargaining unit job openings shall be emailed and posted on a designated e-bulletin board that is easily accessible to employees. Jobs will be simultaneously posted internally and externally. The Employer will interview all internal applicants who meet the minimum qualifications until a job offer has been extended. An employee who applies for a position and is not selected for an interview or is selected for an interview and is not hired for the position will be notified, in-person, of the decision, the reason the employee was not selected by the hiring supervisor, and what types of skills the employee needs to be a more competitive applicant in the future. The Employer will also be given a written explanation of the decision during the in-person discussion.

Applicants must be qualified to fill the vacancy. An applicant is “qualified” if they possess the skills, experience, education, ability, licensing, certification and/or credentialing needed to perform the duties of the position, as determined by the Employer. Any performance-related discipline within the twelve (12) months of application will be taken into consideration. The Employer has the final decision as to who is hired. However, the grievance process may be utilized to challenge decisions made by the Employer which are covered by this Agreement.

Section 4.2 REFERRALS In employing new workers or replacing workers, the Employer will notify the Union stating what the work will consist of so the Union may distribute the job posting to make referrals of applicants.

Section 4.3 INTERNAL HIRING The Employer is committed to developing employees and to

helping employees in their career development at Crisis Connections. Qualified, internal candidates will be given hiring preference.

Section 4.4 BRIDGE OF SERVICE If the employee is rehired within one (1) year after resigning their employment with proper notice or was laid off and is eligible for rehire, then the employee will be credited for their previous time worked and placed on the appropriate wage scale step and be credited for the accrual rate of personal leave, provided that the employee must have originally worked for at least twelve (12) months before resigning or being laid off. Seniority will be determined in accordance with the Seniority Article.

Section 4.5 NOTIFICATION The Employer shall notify the Union of new employees by the fifteenth (15th) of each month; provided that, the employees are covered under Article 1, giving the employee's name, address, date of birth, job classification, rate of pay, date of hire, work email address, and personal email address and personal phone number if the information is provided by the employee to the Employer. The Employer shall also provide a list of any terminations within the bargaining unit.

Section 4.6 PROBATIONARY PERIOD A probationary period is a working test period and shall be utilized as an opportunity for the Employer to observe an employee's work, to train and aid the employee in adjustment to a new position, and to dismiss any employee whose work performance fails to meet expectations. Terminated probationary employees will be provided with a notice of termination citing the reason(s) for their termination, at the time of separation.

Regular full-time and regular part-time employees shall be hired on a probationary period for the first ninety (90) calendar days.

Termination during this period will not be subject to the grievance procedure.

ARTICLE 5

DISCIPLINE

Section 5.1 PROGRESSIVE DISCIPLINE/JUST CAUSE No employee covered by this Agreement who has successfully completed their Probationary Period shall be disciplined or discharged except for just cause. The Employer shall use a uniform progressive discipline system which shall include documented verbal warning, written warning, final written warning, probation and/or suspensions up to and including termination. However, maintenance of a progressive discipline system shall not preclude the Employer from imposing the level of discipline necessary to address the relative severity of the misconduct. In accordance with Section 5.3, the Employer may consider records of prior discipline when assessing the appropriate level of discipline in any matter; however, the Employer may not do so arbitrarily or capriciously. Further, the principles of just cause apply at all levels of discipline. The employee may request union representation to be present in an investigatory or disciplinary meetings per Section 5.5. Upon termination, an employee shall receive written notice from the Employer or Employer's agents stating the cause of termination.

Section 5.2 DISCIPLINE NOTICES All progressive discipline shall be put in writing and a copy of all written disciplinary actions shall be given to the employee at the time the formal corrective action is applied. The employee shall be required to sign the written disciplinary action for the purpose of acknowledging receipt, but the employee's signature shall not be construed as an admission of guilt or concurrence with the reprimand. Within seven (7) calendar days of receiving formal discipline, an employee shall be given the opportunity to read, sign and attach a written response to any disciplinary notice placed in their disciplinary file. If an employee is not afforded the rights provided in this Section, such written disciplinary notice shall not be used against the employee in any future disciplinary action.

Section 5.3 MAINTENANCE OF DISCIPLINARY RECORDS Records of disciplinary actions will be kept in the employee's personnel file. Each employee shall have the right to inspect or receive a copy of their personnel file. Employees will be allowed to inspect or receive copies of their files on work time, so long as the request or inspection does not interfere the performance of employee duties. Should disciplinary records contain caller/client protected health information (PHI) or other sensitive information protected by law, the Employer may make appropriate redactions before such employees remove such records from the Employer's premises, as is required under the law.

Disciplinary notices will be deemed too old for purposes of progressive disciplinary actions after a rolling twelve (12) months from the date that such notice is issued unless another just cause discipline occurs within the twelve (12) months, in which case the older discipline will remain viable for purposes of progressive disciplinary action until twelve (12) months from the most recent discipline.

Disciplinary records will be expunged from employee files if the Employer agrees to rescind the disciplinary action or if the Employer is ordered to expunge such records as a result of an arbitration award, National Labor Relations Board settlement or judgement, or some other order issued by a court of agency with jurisdiction over the Employer. In the event discipline is rescinded and expunged from the employee's personnel file, records of the original discipline may be held in Human Resources to maintain a historical record. Records of reduced discipline will remain in the employee's personnel file and may be used for purposes of assessing the appropriate level of discipline, consistent with the concept of just cause.

Section 5.4 PERFORMANCE REVIEWS At the end of their probationary period, each employee will meet with the employee's supervisor to discuss their performance review. Thereafter, the employee will have their performance reviewed on a quarterly schedule. The performance review will include feedback on job performance, discuss expectations and accomplishments, and set goals for career development. Employees shall have the opportunity to include comments and feedback during the performance review process. Employees shall have the opportunity to include comments and feedback within seven (7) calendar days of presentation of the review. Any employee who feels the evaluation needs further discussion may review it with the department director. Performance reviews and ratings are not subject to the grievance and arbitration procedure.

Section 5.5(a) EMPLOYEE RIGHTS The Employer shall, upon request, advise an employee

in advance if the investigatory meeting relates to the employee's alleged conduct. It shall be the employee's responsibility to request that an Employee Representative (either a Union Steward or Union Representative) attend the meeting, and the Employer shall allow a reasonable time for the employee to arrange for representation at the meeting. In no event shall the investigatory meeting be called on the employee's scheduled day off, except by mutual agreement.

The following list of guidelines for investigatory meetings and interviews is not exclusive; rather, it is intended to provide information as to the parties' respective rights and obligations. The parties agree that they will strive to ensure investigatory meetings are civil and productive. Accordingly:

- a) An employee may elect to have a Union Representative or Union Steward in an investigatory interview that the employee reasonably believes will result in discipline.
- b) An employee may elect to have a Union Representative or Union Steward present during any meeting called for the purpose of imposing a written warning or any greater discipline, except where the circumstances require that such discipline be administered without delay and no Union is readily available. Meetings called for the purposes of imposing written discipline will not be unreasonably delayed due to the unavailability of a Union Representative or Union Steward.
- c) If an employee is to be immediately suspended pending an investigation, then the suspension shall not be unreasonably delayed due to the unavailability of the Union Representative or Union Steward.

The Parties agree that information shared during the investigatory process can be of a sensitive nature both for the subject of the investigation and potential witnesses. The Parties further agree that divulging information disclosed by the investigation could include information directly related to matters where disclosure would otherwise be prohibited under HIPAA, including PHI; compromise the integrity of the investigation; and/or lead to the destruction of evidence. As such, the parties agree to maintain the confidentiality for the duration of the investigation and/or as required by law.

This provision shall not prohibit the Union's investigation of the alleged misconduct, including interviews, conversations, and/or review of relevant documents with employees directly involved with the underlying facts.

SECTION 5.5(b) INVESTIGATORY SUSPENSIONS No employee shall be held in unpaid investigatory suspension for more than seven (7) calendar days.

Investigations will be completed within thirty (30) calendar days, unless extenuating circumstances exist, and the Union is notified (e.g., new evidence warrants additional investigation(s), any party to the investigation is unavailable during this timeframe, such as due to a medical leave, paid time off, etc.).

If, upon completion of the investigation, the employee is cleared of wrongdoing, the employee will be paid for any lost wages during the period of the unpaid suspension.

SECTION 5.5(c) ROLE OF UNION REPRESENTATIVE/UNION STEWARD IN A

WEINGARTEN MEETING A Union Representative or Union Steward may request pertinent information, ask clarifying questions, advise the employee, and briefly caucus with the employee as long as it does not interrupt the flow of the questioning. Management shall not unreasonably interfere with the Union Representative's or Union Steward's role as the employee's representative.

The Union Representative or Union Steward will not prevent management from completing any investigatory interview by, for example, preventing management from asking questions, advising the employee not to answer questions, or answering questions on behalf of the employee.

Management will provide the employee every reasonable opportunity during the interview to provide information and identify witnesses relevant to the matter at hand.

The principles articulated in this Article are provided as examples; neither the Union nor the Employer may assert the list of examples is an exclusive summary of the parties' respective rights and obligations under federal law.

Section 5.6 TERMINATION NOTICE Termination notice or pay in lieu thereof shall be as follows, except in cases of termination for just cause or for illegal activity which disqualifies an employee from performing certain types of work as defined by state or federal laws:

Employed less than sixty (60) calendar daysno advance notice required

Sixty (60) calendar days or moretwo weeks' notice or two weeks' pay

Section 5.7 EMPLOYER POLICIES To the extent that Crisis Connections' employment policies are not in conflict with this Agreement, they will be accepted as working policy. Where a conflict exists, the Agreement shall prevail. The Union shall be given a copy of these personnel policies upon request. Any newly created policies or proposed modifications to existing policies will be provided to the Union with as much notice as practicable, and shall be subject to negotiations if the changes or new policies impact wages, hours, and working conditions.

Section 5.8 NOTICE OF RESIGNATION Absent extenuating circumstances, employees are expected to provide at least fourteen (14) calendar days written notice of resignation.

Employees who fail to give the required notice may be ineligible for rehire.

During the fourteen (14) calendar days following their notice of resignation, new requests for paid time off (i.e., vacation leave) will not be approved.

ARTICLE 6

SENIORITY AND LAYOFFS

Section 6.1 APPLICATION Seniority shall be calculated from the first date of hire in any Crisis Connections position. Where skill, ability and experience is substantially equal, seniority shall be observed in rehires, transfers, and promotions. Seniority shall be the determining factor

in layoffs, paid time off preference, shift changes, and training opportunities. Seniority shall continue for a period of twelve (12) months during layoff. For recall, employees selected for a layoff shall provide the Employer with a preferred method of contact (mailing address, email, or telephone number) for purposes of receiving notice of recall.

Section 6.2 LOSS OF SENIORITY An employee shall lose their seniority rights for any one of the following reasons: Voluntary resignation, discharge for cause, failure to report from layoff within ten (10) calendar days after notification to report back to work, or the employee has not worked in a bargaining unit position for twelve (12) months.

Section 6.3 SENIORITY TIE-BREAKER If two (2) or more employees have the same hire date, ties will be broken in the following order:

1. The date of an employee's application to an OPEIU represented position or transfer form into an OPEIU represented position was received. The employee with the earliest date and time of receipt on the application/transfer form will have first priority within the group.
2. The last four (4) digits of the employees' Social Security number, with the larger number ranking ahead of smaller numbers.

Section 6.4(a) LAYOFF Layoff shall be defined as any loss of active employment due to a reduction in force, elimination of a position, or an involuntary reduction in hours greater than .25 FTE. If a layoff becomes necessary, the Employer shall determine the job classifications in which positions are to be reduced. Reductions will be conducted by seniority (i.e., the least senior employee in the affected job classification shall be laid off first). The Employer will first seek volunteers from the affected job classification(s), provided that the employee is in a position requiring the same skills and abilities, as a position subject to layoff. Volunteers will be approved based on seniority. If there is an insufficient number of volunteers, the employee with the least seniority within the affected job classification shall be the first to be laid off.

Section 6.4(b) NOTICE OF LAYOFFS The Employer shall give at least thirty (30) calendar day advance written notice of layoff to the Union and affected employees. The Employer will provide the Union with an up-to-date seniority list and identify the extent and nature of the layoffs.

Section 6.4(c) RECALL FROM LAYOFF The Employer will send a notice of re-employment to comparable jobs (FTE, location, position, wage rate) to the laid off employee, via email and certified mail, return requested to the last known address. The employee has fourteen (14) calendar days from the postmarked date to accept or reject the recall offer. If no response is received from the employee within fourteen (14) calendar days of the postmarked notification, the laid off employee's name will be removed from the recall list. The Employer, upon rehiring, shall do so in order of seniority. The last employee laid off from a job will be the first recalled to that job before internal transfers or promotions or outside applicants are considered.

Section 6.4(d) INTERNAL PREFERENCE The Employer will send weekly notices of any OPEIU represented job openings at Crisis Connections. In the event the employee on layoff applies for a different open position than they were laid off from, the employee shall have

preference over all other applicants; provided the laid off employee has the qualifications to perform the job with standard orientation. Qualifications will be determined through the application, interview, and reference checking process. Laid off employees will be hired for open positions they are qualified for. Under no circumstances shall the Employer hire from the open market while employees on layoff with qualifications to perform the duties of the position, are ready, willing, and able to be re-employed.

Section 6.5 SEPARATION In addition to any benefits required by the WARN Act or other law applicable federal or State law, employees laid off shall be entitled to the following:

- a) **Letter of Reference:** The Employer will provide a letter of reference for each employee who has been laid off within seven (7) calendar days from the date in which the employee was first notified. The letter shall include dates of employment with Crisis Connections, employee's job title, and the reason the employee was laid off (e.g., lack of work or lack of funds).
- b) **Health Benefits:** Laid off employees who are covered by an Employer-sponsored health care plan will be covered until the last day of the calendar month in which the layoff occurs. The Employer will offer continuation coverage to laid off employees, their spouses, former spouses, and dependent children, consistent with COBRA (the Consolidated Omnibus Budget Reconciliation Act). Employees who choose to continue their coverage will be responsible for the cost of the premium for similarly situated employees, as determined by the plan.
- c) **Personal Leave:** Any accrued unused paid time off will be cashed out on the last paycheck per Article 8.
- d) **Severance Pay:** Employees will be entitled two weeks of severance pay.

ARTICLE 7

HOLIDAYS

Section 7.1 PAID HOLIDAYS The following days shall be designated as legal holidays and shall be granted with no deduction in pay:

New Year's Day
Martin Luther King, Jr. Day
Cesar Chavez Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Indigenous Peoples' Day
Veteran's Day
Thanksgiving Day
Native American Heritage Day (i.e., Day after Thanksgiving)
Christmas Day

Section 7.2 HOLIDAY PAY-WORKED All non-exempt, regular, full-time, part-time and per diem employees who work on a recognized holiday (actual or observed) shall be paid one and one-half (1 ½) times their regular rate of pay for all hours worked, including shift differential.

Additionally, on the observed holiday, all non-exempt, regular, full-time and part-time employees will receive seven and one-half (7 ½) hours of their regular rate of pay, including shift differential, prorated to the employee's Leave Benefit Level (determined by Actual FTE Range) per Policy II.C.1.

Section 7.3 HOLIDAY PAY-NOT WORKED All non-exempt, regular, full-time employees who do not work a designated holiday will be compensated for seven and one half (7.5) hours, paid at the regular rate of pay, including the applicable shift differential. Part-time employees who do not work a designated holiday shall be compensated on a pro-rata basis based on the employee's Leave Benefit Level (determined by Actual FTE Range) per Policy II.C.1.

To receive this holiday pay, the employee must work the last regularly scheduled day prior to the holiday and the first regularly scheduled day after the holiday, except for bona fide illness or with prior approval for such absence (i.e., leave for family medical care or for their own illness under state or federal law), or has approval for such an absence for other reasons. Employees who are on a layoff status or are on an unpaid leave of absence when the holiday occurs are not eligible to receive holiday pay under this provision.

Section 7.4 OBSERVATION OF HOLIDAYS A holiday that falls on a Saturday will be observed on the preceding Friday. A holiday that falls on a Sunday will be observed on the following Monday.

Employees in departments that operate Monday-Friday will receive the observed holiday off from work and receive compensation as per Section 7.3.

Employees in departments that operate seven days a week will continue normal operations on both the actual and observed holiday. These employees will be compensated as per Section 7.2 when they work either the actual or observed holiday. In instances when an employee works both the actual and observed holiday, the employee will only use Paylocity code "holiday worked" for one of the days.

Section 7.5 HOLIDAY DURING PAID TIME OFF In the event a holiday honored under this Agreement falls during an employee's paid time off, such employee shall receive holiday pay instead of paid time off pay. If an employee is out sick on a holiday, such employee shall receive holiday pay (i.e., use Paylocity code "holiday off") instead of paid time off pay (except if they are on an unpaid leave of absence).

ARTICLE 8

PAID TIME OFF (PTO)

Section 8.1 PURPOSE Paid Time Off (PTO) is intended to provide employees with paid time to cover needs for vacation, personal and family illness, in addition to other needs or uses as defined by the employee.

Section 8.2 ELIGIBILITY All regular full-time and regular part-time employees shall accrue PTO hours from their date of employment based on years of service.

Per Diem employees will not accrue PTO but will accrue paid sick leave in accordance with Washington Sick and Safe Leave and Seattle’s Paid Sick and Safe Time ordinance at a rate of one (1) hour for every forty (40) hours worked.

Section 8.3 PTO ACCRUAL SCHEDULE, MAXIMUM, CARRYOVER, AND PAYOUT

PTO will accrue on all compensated hours. The per hour accrual rate, maximum PTO bank balance (cap), and payout is based on years of service as outlined below. Employees do not earn PTO during any period of unpaid leave.

Years of Service	Per Hour Accrual Rate of PTO	PTO Per Year (based on 37.5 hours/week)	Maximum PTO Bank Balance (Cap)	Payout at Separation or Transition to Per Diem Status
During the 1st year	.0923	24 days or 180 hours	36 days or 270 hours	0%
During the 2nd year	.1038	27 days or 202.5 hours	40 days or 300 hours	25%
During the 3rd year	.1038	27 days or 202.5 hours	40 days or 300 hours	50%
During the 4-6 years	.1154	30 days or 225 hours	45 days or 337.5 hours	75%
After 6 years	.1231	32 days or 240 hours	48 days or 360 hours	100%

Accrued but unused PTO will carryover from year to year up to an employee’s maximum PTO bank balance. If an employee reaches their maximum PTO bank balance, they will not accrue more PTO until their balance falls below the maximum allowed.

Section 8.4 ADVANCED REQUESTS FOR PTO Whenever possible, PTO must be scheduled in advance. The Employer will make a good faith effort to accommodate requests for PTO. There are several factors a supervisor will consider when approving or denying time off requests, including but not limited to: other requests for time off for the same date/shift, holiday or scheduling conflicts and other business needs. Seniority shall prevail on leave selections.

PTO is subject to supervisory approval. The Employer will respond to PTO requests within ten (10) calendar days. If the Employer fails to provide a response within ten (10) calendar days, the employee may take the time off as requested without penalty.

Section 8.5 NOTIFICATION AND VERIFICATION FOR UNSCHEDULED

ABSENCES Employees must provide notice to the Employer as soon as possible before the required start of their shift unless it is not practicable to do so.

For unscheduled absences exceeding three (3) workdays, an employee may be asked to provide verification that their absences were for an authorized purpose:

- A mental or physical illness, injury, or health condition.
- To diagnose, care for, or treat a mental or physical illness, injury, or health condition.

- To receive preventive medical care.
- For leave that qualifies under the state’s Domestic Violence Leave Act.
- If an employee's workplace, or their child's school or place of care, has been closed by order of a public official for a health-related reason.

Section 8.6 PTO PAY PTO pay shall be the rate of pay the employee would have received had the employee worked during the time of PTO to include differentials (e.g., graveyard, lead pay, multilingual pay, etc.).

Section 8.7 USE OF ACCRUED PTO HOURS PTO accrues each pay period and may be taken as it accrues. PTO hours may be taken in quarter hour, hourly, daily, or weekly increments.

Section 8.8 EXTENDED ILLNESS BANK (EIB) Employees who have excess sick leave at the time of PTO conversion will have access to that leave via an Extended Illness Bank (EIB) but will not continue to accrue EIB. These employees have the option to utilize their EIB hours rather than PTO for purposes of sick leave until all EIB hours are depleted.

Section 8.9 PTO CASH OUT UPON SEPARATION OR TRANSITION TO PER DIEM STATUS Earned and unused PTO will be cashed out when an employee separates from employment or transitions to Per Diem status per Section 8.3.

ARTICLE 9

DEFINITIONS

Section 9.1 REGULAR FULL-TIME EMPLOYEES Regular full-time employees are those employees regularly scheduled to work thirty (30) or more hours per week. Regular full-time employees are entitled to all benefits of the Agreement from the date of hire.

Section 9.2 REGULAR PART-TIME EMPLOYEES Regular part-time employees are those employees regularly scheduled to work between twenty (20) to twenty-nine (29) hours per week. All regular part-time employees shall receive all benefits of this Agreement from the date of hire, prorated to the proportion of hours worked versus full-time hours (including, but not limited to, paid time off, holidays) except that medical and vision insurance shall be at the full rate for employees who work twenty (20) hours per week or eighty (80) hours or more per month.

Section 9.3 PER DIEM EMPLOYEES Per diem employees are those employees who are hired for an indefinite or unspecified duration who are regularly scheduled to work at least two (2) shifts per month or who work intermittently pursuant to an Employer request for scheduling.

Section 9.4 TEMPORARY EMPLOYEES A temporary employee is an employee typically supplied to the Employer by a third party and contracted to work for a specific project or purpose for a limited, predetermined period of time. The Employer may also use temporary employees on an isolated, sporadic or intermittent basis, to fill in for absences or peak load periods, or for other emergent business needs.

Employees hired pursuant to this section shall not be subject to the terms, conditions or provisions of this Agreement.

Employment subject to this section shall be limited to a maximum of one hundred and eighty (180) calendar days in any one position. A person who has worked in a bargaining unit position on a temporary basis for the full one hundred and eighty (180) calendar days shall not continue as a temporary employee without prior written agreement of the Union. The Employer may contract with temporary employees for longer employment periods when necessary to meet the requirements of the contract (i.e., FEMA, etc.). In such cases, the Employer will provide the Union with the basis for extending the temporary employment period.

If the Employer converts the position from a temporary role to a bargaining unit position, temporary employees may apply for the position, provided the applicant has completed the term of their contract as a temporary employee. Openings for the new bargaining unit position shall be posted and filled in a manner that complies with the posting and seniority provisions of Section 6 of this Agreement.

Section 9.5 NO DISPLACEMENT OF REGULAR EMPLOYEES/ADDITIONAL HOURS

The Employer agrees that temporary employees shall not be hired for the purpose of displacing regular full-time employees or avoiding filling full-time or regular part-time positions.

The Employer is committed to providing additional hours for current employees whenever possible, provided the employee is qualified for such work. Bargaining unit employees shall have the first right of refusal for overtime.

Section 9.6 NON-EXEMPT EMPLOYEE A “non-exempt” employee is one who is defined as non-exempt under applicable state and federal wage and hour laws. Such employees are required to be paid on an hourly basis for all hours worked.

Section 9.7 EXEMPT EMPLOYEES An “exempt” employee is one who is defined as exempt under applicable state and federal wage and hour laws. Such employees are not subject to overtime pay and are paid a salary rather than by the hour.

ARTICLE 10

TRAINING, CONTINUING EDUCATION, AND LICENSURE

Section 10.1 TECHNOLOGICAL/EQUIPMENT TRAINING In the event the Employer introduces new systems, software, or equipment that directly impacts bargaining unit employees’ work, the Employer will provide employees with the appropriate and necessary training.

Section 10.2 PROFESSIONAL DEVELOPMENT/CONTINUING EDUCATION The Employer is committed to professional development and continuing education, and where and when possible, shall make opportunities available to staff as budget allows.

Section 10.3 LICENSURE The Employer will reimburse clinicians the cost of their annual license renewal fees if the license is required for their position.

ARTICLE 11

HOURS OF WORK

Section 11.1 FAIR LABOR STANDARDS ACT STATUS The Employer and the Union agree that exempt and non-exempt employees covered under this Agreement will be determined in compliance with the Fair Labor Standards Act and Washington Minimum Wage Act.

Section 11.2 NON-EXEMPT EMPLOYEES

- a) Hours of work of non-exempt employees are determined by the Employer based on the department and/or client need. The employee's hours are determined by the requirements of the position as stated in the job description. Employees wishing to work flexible hours may do so with their supervisor's approval.
- b) Non-exempt employees shall be paid one and one-half (1 ½) times their base wage rate for all hours worked in excess of forty (40) hours per week.
- c) All overtime must be approved for non-exempt employees in advance whenever possible, by the supervisor or designee.
- d) Overtime shall be distributed as equally as practicable among employees who volunteer and are qualified to perform the work.

Section 11.3 MEAL AND REST BREAKS

- a) Employees must take a meal break of at least thirty (30) minutes which commences no less than two (2) hours and not more than five (5) hours from the beginning of the employee's shift, unless mutually waived.
- b) Meal periods shall be compensable when the Employer requires the employee to remain on duty, on the premises or at a prescribed work site in the interest of the Employer, or the employee is called back to work interrupting the meal period.
- c) Employees shall receive a meal period of at least thirty (30) minutes for every five (5) consecutive hours worked.
- d) Employees must take a rest period of not less than fifteen (15) minutes, on the Employer's time, for each four (4) hours of working time.
- e) Rest breaks should be taken as near as possible to the midpoint of each four (4) hour work period.
- f) Employees may not work more than three (3) consecutive hours without a rest period.
- g) Rest breaks shall be taken on an uninterrupted basis. It is the employee's responsibility to take their rest break by notifying their supervisor or the responsible party before they leave their work area. Employees should also notify their supervisor or the responsible party if they are unable to take their rest period due to coverage, staffing, or workload. The right to receive paid rest breaks cannot be waived by the employee or Employer.

Section 11.4 SCHEDULE For any employees whose work schedule may change from one month to the next, a monthly work schedule shall be posted at least thirty (30) calendar days in advance of the effective date of the schedule. Employees will be notified directly of any change

in schedule. Except for compelling business needs beyond the Employer’s control, after the schedule is posted, individual assignment of hours of work during the period of the posting may only be changed by mutual agreement between the employee and the Employer. Work schedules will not be changed to avoid paying overtime, unless mutually agreeable by the Employer and employee.

ARTICLE 12

INSURANCE AND OTHER BENEFITS

Section 12.1 MEDICAL/VISION/DENTAL COVERAGE Employees regularly scheduled to work at least twenty-one (21) hours per week will be eligible to join the medical and vision plans offered by the Employer. Employees regularly scheduled to work at least thirty (30) hours per week will be eligible to join the dental plans offered by the Employer. Benefits should commence on the first day of the month following employment. Unless otherwise agreed, benefits will continue through the end of any month in which the employee was employed. The Employer will maintain current healthcare carrier, plan design, and the outlined benefit levels below for the Kaiser Permanente PPO and HMO Virtual Plus plans and Delta Dental DPPO plan for the duration of this Agreement.

The cost of health insurance premiums will be paid as follows:

KP HMO Virtual Plus	Employee Share of Total Monthly Premium	Employer Share of Total Monthly Premium
EE Only	0%	100%
EE + Spouse	46%	54%
EE + Child(ren)	37%	63%
Family	59%	41%

KP PPO	Employee Share of Total Monthly Premium	Employer Share of Total Monthly Premium
EE Only	2%	98%
EE + Spouse	55%	45%
EE + Child(ren)	47%	53%
Family	66%	34%

DELTA DENTAL DPPO	Employee Share of Total Monthly Premium	Employer Share of Total Monthly Premium
EE Only	0%	100%
EE + Spouse	52%	48%
EE + Child(ren)	62%	38%
Family	73%	27%

Section 12.2 Flexible Spending Account (FSA) Employees may elect to enroll annually in a flexible spending account and voluntarily contribute, by payroll deduction, pre-tax earnings up to

the federally allowed annual limit. In order to participate, employees must contribute a minimum of \$150.00 annually.

Section 12.3 DISABILITY INSURANCE The Employer shall provide a voluntary and employee paid short-term and long-term disability insurance option for all eligible employees.

Section 12.4 WORKERS' COMPENSATION All employees shall be covered under the Washington State Industrial Insurance Act, which provides benefits for employees who sustain work-related injury or illness. Employees will be given the option to supplement any approved time loss compensation benefits with paid time off under this Agreement, beginning with sick leave time, not exceeding in total the employee's regular rate of pay and FTE.

Section 12.5 LIFE INSURANCE The Employer shall provide a voluntary and employee paid Life and AD&D insurance option for all eligible employees.

Section 12.6 EMPLOYEE ASSISTANCE PROGRAM The Employer shall maintain and pay for an Employee Assistance Program for all eligible employees and families during the term of this Agreement.

Section 12.7 RETIREMENT PLAN

- a) **Voluntary Employee Contributions to Retirement Plan:** The Employer agrees to withhold from the wages of the employees such amounts as the employee may designate in a voluntary written authorization not to exceed any tax restrictions. Employees may enroll or change their designated withholdings no more than monthly. Employees may terminate their withholdings at any time.
- b) **Retirement Plan Materials:** Upon hire, each new employee will receive enrollment materials for the Employer's Retirement Plan.

ARTICLE 13

OTHER LEAVES

Section 13.1 INCLEMENT WEATHER Employees are expected to work their regularly scheduled shifts. However, should inclement weather preclude or interfere with an employee's ability to safely get to their worksite, the employee may elect to either use accrued PTO or request to work remotely.

Section 13.2 BEREAVEMENT Any regular employee suffering a death in their immediate family shall be allowed to take up to five (5) working days leave from work with pay, at their regular rate. Immediate family is defined to include an employee's spouse, domestic partner, child, parent, sibling, grandparent, grandchild, or any relative living in the employee's household, and in-law equivalents of all previously identified family members. In the event an employee needs additional time away, PTO or EIB hours may be used.

Section 13.3 LEAVE TRANSFER PROGRAM The Employer will maintain a Leave Transfer Program (LTP). In order to participate in the Leave Transfer Program, an employee must be benefit eligible and have exhausted all of their PTO.

Employees who would like to make a request to receive donated PTO time from their co-workers must have a situation that meets the following criteria:

Medical emergency, defined as a medical condition of the employee or an immediate family member that will require the prolonged/extended absence of the employee from duty and will result in a substantial loss of income to the employee due to the exhaustion of all paid leave available. For the purposes of the Leave Transfer Program, an immediate family member is defined as a spouse, child, or parent.

Major disaster, defined as a disaster declared by the president under §401 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (the Stafford Act), or as a major disaster or emergency declared by the president pursuant to 5 U.S.C. §6391 for federal government agencies. An employee is considered to be adversely affected by a major disaster if the disaster has caused severe hardship to the employee or to a family member of the employee that requires the employee to be absent from work.

Section 13.4 JURY DUTY PAY Leave for jury duty will be granted according to Washington State Law. Employees duly called to serve on a jury or subpoenaed to be a witness will be compensated for the full duration of the employee's absence at their normal rate of pay. The Employer will not reimburse employees for any travel, parking, or meals that are incurred as part of jury service, but the employee may keep any jury duty stipend or mileage reimbursement that they receive from the court. If summoned, employees must provide their supervisor with a copy of the jury duty summons. Upon completion of jury duty, the employee must provide proof of jury duty service to their supervisor. Employees are expected to work their regular work schedule on days when the court is not in session and will communicate with their supervisor to see if it is feasible to work the remaining part of their scheduled daily shift if excused from court for four (4) hours or longer.

Section 13.5 ON-THE-JOB-INJURY When an employee is injured on the job, the employee will be paid for the balance of the work day, which will not be charged as PTO. Upon the employee's written request, PTO may be used to supplement industrial insurance benefits in an amount equal to the difference between the compensation to which the employee is entitled under the Industrial Insurance Act and regular rate of pay. Employees who are temporarily disabled and are being compensated through industrial insurance are entitled to continue to receive the normal health benefits. PTO shall only accrue, however, for hours the employee is in pay status.

Section 13.6 MILITARY LEAVE Leave requests for military duty shall be granted as required by federal and state law.

Section 13.7 FEDERAL FAMILY MEDICAL LEAVE ACT Pursuant to federal law, employees who have been employed by the employer for at least (1) year and who worked more than 1250 hours in the twelve (12) month period immediately preceding the commencement of leave may request leave for up to twelve (12) weeks unpaid for the following qualifying reasons:

- The birth of a child or placement of a child with the employee for adoption or foster care.

- Employee's own serious health condition.
- To care for a spouse, domestic partner, children (biological, adopted, foster or stepchild), parents and legal guardians, parent-in law, siblings, grandparents, spouse's grandparents or grandchildren due to a serious health condition.

FMLA Leave will be provided and administered according to the federal law. Employees are required to use any EIB or PTO available during a leave of absence. This leave is available intermittently or consecutively for up to a total of twelve (12) weeks once in a twelve (12) month period. Employees who have met all the conditions for the leave are guaranteed reinstatement to the same or similar job at the same rate of pay including contractual and step increases. The employer shall maintain the current level of healthcare benefits up to twelve (12) weeks during such leave. Employees seeking certification for Family Medical Leave shall contact Human Resources to request FMLA paperwork. In order to be certified for FMLA, the Employee must submit FMLA paperwork completed by a provider.

Section 13.8 LEAVES PROVIDED BY APPLICABLE STATUTE The Employer will apply the most liberal allowance under any federal, state and/or city mandated leave provision including any regulations regarding pregnancy and childbirth related conditions. Crisis Connections supports healthy families and shall comply with applicable terms and conditions of all federal Washington State and Seattle leave laws, as they may be amended from time to time, including:

- Federal Family and Medical Leave (29 USC 2601 et seq).
- WA State Paid Family and Medical Leave (RCW 49.78).
- WA State Paid Sick Leave (RCW 49.46.210).
- WA State Family Care (RCW 49.12.265-49.12.295).
- Leave for Victims of Domestic Violence, Sexual Assault & Stalking (RCW 49.76).
- Leave for Certain Emergency Services Personnel (RCW 49.12.460).
- Seattle Paid Sick and Safe Time Ordinance (SMC 14.16).
- Military Leave (RCW 73.16 USC 4301 et seq).
- Leave for Spouses of Deployed Military Personnel (RCW 49.77).

Section 13.9 PAID FAMILY AND MEDICAL LEAVE Employees who have worked in Washington State for at least 820 hours in their qualifying period will be eligible for Paid Family and Medical Leave through the state program administered by the Employment Security Department.

Paid Family and Medical Leave can be used for the following:

- As medical leave for employees with serious medical and behavioral health conditions, maternity leave, and treatment of chronic conditions.
- As family leave to take time off to care for a family member who has a serious health condition that would qualify them for medical leave or if they are welcoming a new baby or child into the family.
- As military leave which allows employees to spend time with a family member in the military if the family member is about to be deployed overseas or is returning from an overseas deployment.

Employees who received Paid Family and Medical Leave will be returned to the same or equivalent position with the same rate of pay with no loss of seniority which they held before the leave and receive any wage increases received by the bargaining unit while absent on leave. The employee must supplement their Paid Family and Medical Leave with their PTO not to exceed the amount they earned per pay period before taking Paid Family and Medical Leave.

Section 13.10 CONTINUANCE OF HEALTHCARE DURING PAID FAMILY AND MEDICAL LEAVE During the period of Paid Family and Medical Leave, the Employer will continue to provide the employee with the same healthcare benefit for the duration of the employee's Paid Family and Medical Leave period. While on leave, employees may be required to make timely payments of their share of the premiums for such coverage. The Employer will notify the employee of the amount of their share of the premiums, when they are due and how to pay.

Section 13.11 LEAVE OF MEDICAL ABSENCE An employee may be allowed to take an unpaid medical leave of absence after expending all medical leave options. The leave shall not exceed six months. An employee's request for unpaid leave must be authorized in advance by the Employer. While on leave, employees may be required to make timely payments of their share of the premiums for health coverage. Employees are responsible for the full cost of the health insurance premium during unpaid leave that exceeds three weeks. When an employee returns from an unpaid leave, they shall return to the same job or a similar one, if available, at their same pay rate, including contractual and step increases. Such requests shall not be unreasonably denied.

Section 13.12 LEAVE WITHOUT PAY An employee may be allowed to take unpaid leave. An employee's request for unpaid leave must be authorized in advance by the Employer.

Section 13.13 UNION LEAVE The Employer shall allow bargaining unit employees to attend Union sponsored events, conferences and/or trainings, subject to Section 8.4 Advanced Requests for PTO.

ARTICLE 14

SALARY SCHEDULE AND COMPENSATION

Section 14.1 WAGE SCHEDULE Appendix "A" and "B" attached hereto, and made a part of this Agreement, is the wage schedule that shall be effective on the dates indicated therein.

- a) Effective January 1, 2023, a new pay grade and step system for all bargaining unit positions will be implemented per Appendix A and B. The pay scale for all bargaining unit positions will be increased by two percent (2%), effective January 1, 2024 and by two percent (2%) effective January 1, 2025.
 - i. Employees will be placed on the wage scale based on their job classification and years of employment with Crisis Connections up to step 6.
 - ii. No employee will incur a reduction in pay as a result of placement onto the new scale.
 - iii. Employees whose placement on the scale effective January 1, 2023, would result in less than a full two percent (2%) increase will be paid a one-time lump sum

- equal to the remainder, based on the prior 12 months' compensated hours.
- iv. Wages will not be adjusted for employees whose hourly base wage rate is above scale as of January 1, 2023.
 - v. Employees on the scale will advance one (1) step on their anniversary date, corresponding with their date of hire.
 - vi. Employees who do not receive a step increase (because their hourly rate is higher than the scale or they do not have a subsequent step to move to), will receive on their anniversary date, a one-time lump sum payment equal to two percent (2%) of their total compensated hours over the prior 12 months.
 - vii. All new employees will be hired at Step 0.
 - viii. Employees who move to a different position will be placed on the step that corresponds with their overall tenure with the Employer.

Section 14.2 SHIFT DIFFERENTIALS

- a) **Graveyard Hours:** Employees working the graveyard hours between (12:00 a.m. – 8:00 a.m.) (“graveyard shift”) will be paid two dollars (\$2.00) per hour in addition to their straight-time hourly rate of pay for hours worked on such shift.
 - i. Employees classified as Crisis Services Clinicians who are regularly scheduled to work graveyard shift will be paid four dollars (\$4.00) per hour in addition to their straight-time hourly rate of pay for hours worked on such shift.

Section 14.3 LANGUAGE ACCESS (MULTILINGUAL PAY) Employees required to utilize a language other than English in the performance of their duties shall be paid one dollar (\$1.00) per hour in addition to the straight-time hourly rate of pay for hours worked on such shift.

Section 14.4 LEAD PAY Lead positions posted in accordance with Section 4.1 of the Agreement will be assigned extra non-supervisory responsibilities by the Employer. All Lead employees shall receive two dollars (\$2.00) per hour in addition to their regular rate of pay on all hours compensated. A Lead employee who chooses to perform their admin work during graveyard hours will not receive the shift differential. Lead employees that oversee multiple programs at the time of ratification will maintain their current lead pay.

Section 14.5 WORK IN A HIGHER CLASSIFICATION Any employee who is assigned by management to perform duties of a higher classification within a shift will be paid the higher classification pay rate for all time worked in that shift.

Section 14.6 BACK PAY ADJUSTMENTS If a back pay adjustment is determined to be appropriate by the Employer as a result of an error in the application of the terms of this Agreement, the amount of the adjustment will be calculated from the date on which the error commenced and will end on the date on which the error is corrected; provided that the maximum period for which the Employer is liable is two (2) years.

Section 14.7 REPAYMENT OF OVERPAYMENTS If an employee is paid incorrectly, the Employer may deduct the overage from later paychecks if the overpayment is detected within ninety (90) days of when the overage occurred. Employees will have a reasonable period to repay any overages. The Employer will notify the employee prior to making any deductions authorized under this Section and the parties will agree upon a repayment schedule. Employees

shall bring overpayments to the Employer's attention within a reasonable time if they detect an overpayment.

Section 14.8 TRAVEL REIMBURSEMENT If an employee is required to work in more than one (1) location during the same day or is required to travel to a location that is not their primary, designated worksite, travel time between locations shall be regarded as time worked. Employees will receive the federal IRS mileage and travel per diem rate for allowable travel expenses as set forth by the U.S. General Services Administration (<https://www.gsa.gov/travel/plan-book/per-diem-rates>). Employees will also be reimbursed for pre-approved lodging expenses. Allowable travel expenses do not include alcohol, personal items, or other items covered by the Employer's travel policy. In order to be reimbursed for travel expenses, employees must submit all receipts as set forth in the reimbursement policy.

Section 14.9 PARKING/TRANSPORTATION

- a) **Public Transit:** The Employer will purchase a monthly Orca pass (Puget Pass) and contribute thirty-five dollars (\$35) per month for each employee that requests one.
- b) **Parking:** The Employer will provide free on-site parking to all employees at a Crisis Connections facility or, when free parking is unavailable, reimburse them for work-related parking expenses.

Section 14.10 JOB DESCRIPTIONS The Employer agrees to provide, upon Union request, current job descriptions for all bargaining unit positions.

Section 14.11 WAIVED MEAL PERIODS By mutual agreement and dependent on operational needs, an employee who remains on duty and works through their meal period will be compensated for time worked.

ARTICLE 16

NON-DISCRIMINATION

There shall be no discrimination against any present or future employee by reason of race, religion, color, age, sex, sexual orientation, gender identity, gender expression, national origin, ancestry, citizenship, marital status, physical disability, mental disability, medical condition, genetic characteristic or information, or political affiliation/ideation, military and veteran status, pregnancy, breastfeeding or related medical condition, union status or on account of membership in or activity on behalf of the Union, or any other basis in violation of applicable federal, state or municipal law.

All parties agree that all employees shall be treated with respect and shall work in an environment free from harassment.

ARTICLE 17

SAVINGS AND SEVERABILITY

This Agreement shall be subject to all present and future applicable federal, state, city and

county laws, executive orders of the President of the United States or Governor of the State of Washington, and rules and regulations of government authority. In the event that any provision(s) of this Agreement shall, at any time, be declared invalid or unlawful by court of competent jurisdiction or through government regulations or decrees, such decisions, regulations or decrees shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

ARTICLE 18

SUCCESSORS

In the event of an acquisition by another entity, the Employer and the Union will make a good faith effort to have timely communication throughout the process to attain a high level of transparency and to minimize the potential adverse impacts, direct or indirect, on staff. In particular, the parties will use good faith efforts to adhere to the following guidelines:

The Employer will, whenever possible, inform represented employees of a potential acquisition at least ninety (90) calendar days in advance of the acquisition. If the acquisition process will take fewer than ninety (90) days, the Employer will provide employees with as much notice as practicable.

Upon request by the Union, the Employer and the Union shall meet to negotiate the effects of an acquisition that will impact the future of employees.

The Employer will inform the potential buyer of the existence of this Agreement and encourage the new Employer following an acquisition to consider hiring all current employees and maintaining similar conditions in the interest of preserving a high-quality workforce.

ARTICLE 19

GRIEVANCE/ARBITRATION PROCEDURE

Section 19.1 GRIEVANCE PROCESS A grievance is a dispute as to the interpretation, meaning, or application of a specific section or subsection of this Agreement. All grievances arising between the Union and the Employer shall be settled in accordance with the following procedures and terms of this Article. A grievance involving the termination of an employee shall be submitted directly to Step 2. Grievances shall include the following:

- a) Date of filing.
- b) Approximate date of alleged occurrence.
- c) General facts upon which grievance is based.
- d) Reference(s) to the Section(s) and Subsections of the Agreement alleged to have been violated.
- e) The remedy sought.
- f) Identity of the grievant(s).

If the Employer does not believe all required information is included in the grievance, they will notify the Union and allow for seventy-two (72) hours to cure such deficiencies.

Grievances will be processed in accordance with the procedure set forth below:

Notice of Potential Misapplication

Because the parties agree that concerns should be addressed informally wherever possible, employees who reasonably believe the Employer has misapplied any term in this Agreement are encouraged to bring it to the attention of their supervisor within seven (7) calendar days of the alleged incident/dispute in an attempt to reach a timely informal resolution.

In extenuating circumstances (for example, when the alleged violation stems from the supervisor's conduct or behavior that might violate the Employer's anti-harassment and/or anti-discrimination policies, when the supervisor is not responsive, etc.), the employee may instead bring the matter to the attention of Human Resources within seven (7) calendar days of the alleged incident/dispute.

Step 1 - Written Submission of the Grievance to Supervisor

If the dispute cannot be resolved informally, the Grievant, Union Steward, and/or Union Representative shall, within twenty-one (21) calendar days of the event giving rise to the grievance, submit a written grievance to the Supervisor. The Grievant, Union Steward, and/or Union Representative shall meet with the Supervisor for the purpose of resolving the grievance. The Supervisor shall provide a written answer to the grievance within twenty-one (21) calendar days following the grievance meeting.

Step 2 - Written Submission of the Grievance to the Director

If the decision in Step 1 does not settle the grievance, the Union Representative may, within twenty-one (21) calendar days following receipt of the Step 1 response, submit the written grievance to the Department Director or designee for the purpose of arranging a meeting to discuss the grievance. The Grievant, Union steward, and/or Union representative shall meet with the Department Director. The Department Director shall provide a written answer to the grievance within twenty-one (21) calendar days following the meeting.

Step 3 - Submission of the Grievance to the Human Resources Manager or Designee

If the employee is not satisfied with the decision made in Step 2, the Union Representative may, within twenty-one (21) calendar days following the answer given in Step 2, submit the grievance in writing to the Human Resources Manager or designee, who will meet with the employee and the Union Representative to settle the grievance. The Human Resources Manager or designee shall provide a written answer to the grievance within twenty-one (21) calendar days of the meeting.

Any grievance involving the termination of an employee shall be submitted directly to Step 2.

Step 4 – Submission to Mediation

If one of the parties is not satisfied with the decision in Step 3, and if both parties agree in writing, a mediator from FMCS shall be asked to schedule a mediation process at the earliest mutually convenient available date. The agreement for mediation must be reached within twenty-one (21) calendar days of the Union's receipt of the Step 3 decision. The purposes of mediation is to help the parties settle the underlying grievance by mutual agreement. The parties acknowledged that mediation is strictly voluntary and that either party may terminate mediation at any time, and without advanced notice.

Section 19.2(a) ARBITRATION If the parties cannot resolve the grievance in Step 3, or if the parties submit the dispute to mediation and are unable to reach agreement, the Union may submit the matter to arbitration by providing Human Resources written notice within thirty (30) calendar days of receiving the decision of the Step 3 response or the conclusion of mediation in Step 4.

Section 19.2(b) ARBITRATION PROCESS Within fourteen (14) calendar days of providing Human Resources notice of its intent to move the grievance to arbitration, the Union shall request from FMCS a list of eleven (11) arbitrators. Within fourteen (14) calendar days of receiving the list of arbitrators, the parties will meet to select an arbitrator by alternately striking a name from the list until only one name remains as the arbitrator selected. The determination of who strikes first will be made by a toss of a coin.

Section 19.2(c) AUTHORITY Because this Agreement is by and between only the Union and the Employer, they shall be the only parties with standing to litigate the grievance before the arbitrator. Employees and others may attend and participate in the hearing. Attendees will be expected to observe the requisite decorum.

The arbitrator shall be authorized to rule and issue a decision and award, in writing, on any issue presented for arbitration, including the question of the arbitrability of such issue. Their decision and award shall be final and binding upon both parties to this Agreement, provided that nothing herein constitutes a waiver of either party's right to challenge an arbitral award in federal court pursuant to applicable law.

The arbitrator shall have no power to add to or subtract from or amend, modify or otherwise alter any term of this Agreement(s) between the Union and the Employer or to negotiate new agreements. The arbitrator's powers are limited to interpretations and a decision concerning specific applications of the terms of this Agreement or other existing pertinent agreement(s), if any. Decisions of the arbitrator shall be subject to and in accordance with the provisions of existing laws, including court and NLRB decisions, and executive or administrative orders and/or regulations.

Section 19.2(d) EXPENSE The parties agree that the expense of the arbitrator will be borne equally by both parties. Each party shall be responsible for the expense of their own advocates

and witnesses.

Section 19.3 TIME LIMITS Time is of the essence in the filing and processing of a grievance; however, documented requests for reasonable extensions of time limits, not to exceed fourteen (14) days, shall be granted. Additional extensions may be extended only by mutual written agreement of the parties.

Failure to file a grievance on a timely basis or to timely advance a grievance in accordance with the time limits set in the Article will constitute denial/withdrawal of the grievance and a final resolution of the matter. Failure of the Employer to comply with the time limits set forth in the Article for responding to a grievance shall result in the grievance being automatically elevated to the next step without any further action necessary on the part of the employee.

In the event of a dispute over whether the parties have failed to adhere to any of the requirements for processing a grievance and/or submitting a grievance to arbitration, the procedural issues will be submitted to the arbitrator for determination first. If the arbitrator determines the procedural requirements have been met, the parties will proceed to the second phase of the arbitration and conduct a hearing on the merits of the grievance.

Section 19.4 INFORMATION The parties shall meet their mutual obligations under the National Labor Relations Act to provide the other with information relevant to the underlying grievance. The arbitrator shall be empowered to effect compliance with this provision by requiring the production of documents and other evidence.

ARTICLE 20

NO STRIKE/NO LOCKOUT

Consistent with the terms set forth in Article 19 (“Grievance/Arbitration Procedure”) and to ensure labor harmony, the Union and the Employer will use their best efforts to resolve all grievances arising between them as quickly and as cooperatively as possible.

Neither the Union nor its members, agents, representatives, or employees shall incite, encourage or participate in any strike, walkout, slowdown or other work stoppage of any nature whatsoever during the term of this Agreement.

Union agents and/or employees may engage in picketing directed at the Employer provided there shall be no picketing at the homes of the Employer’s Officers, Executives, Board of Directors, or Benefactors.

The Employer will not lock out employees, nor will it resort to any other so-called “economic weapons” during the term of this Agreement, including any extension(s) thereof.

ARTICLE 21

HEALTH AND SAFETY

Section 21.1 GENERAL The Employer will maintain a safe and healthy work place in compliance with all applicable federal, state, and local laws. Employees are required to report conditions they deem to be unsafe and/or unhealthy to their supervisor so that the Employer may act quickly to investigate and address the situations. Under no circumstances shall any employee be disciplined for making these reports.

Section 21.2 SAFETY COMMITTEE The Employer will maintain its Safety Committee, which meets at least quarterly to review safety concerns and recommend improvements. The composition and operation of the Safety Committee will comply with all state laws and regulations.

Section 21.3 INFECTIOUS DISEASES If the Employer requires an employee to be tested for a communicable disease or in response to some other recognized health crisis, the employee's time spent for testing and reasonable travel to and from the testing site will be paid time. In the event the Employer will not allow an employee to work onsite before obtaining a test or while awaiting test results, the employee may, if circumstances warrant, work remotely or use accrued paid time off. In the event an employee cannot work remotely and has also exhausted their accrued paid time off, the employee may request an accommodation limited to the waiting period. The Employer will carefully consider each request on a case-by-case basis.

Section 21.4 NOTIFICATION In the event of a major health crisis announced by federal, state, or local governments, potential exposure to a serious infectious disease, or other exposure to potential health risks (e.g., mold, asbestos, pests, and parasites). Employer will follow its Business Continuity Plan (aka Emergency Preparedness Plan) to communicate with employees regarding possible personal exposure and the impact that crisis might have to the Employer's operations. The Employer will immediately alert employees via its Emergency Notification System using the contact information the employee has provided through Paylocity.

Section 21.5 INCIDENTAL COSTS In the event an employee must remediate their personal environment due to exposure to health risks at work, the Employer may assist employees with their remediation costs.

ARTICLE 22

LABOR MANAGEMENT COMMITTEE

The purpose of the Labor Management Committee is to foster communications between the Employer and the Employees and to exchange ideas to promote improved communications and working conditions. The function of the Committee shall be limited to an advisory rather than a decision-making capacity. The Committee shall consist of four (4) bargaining unit employees, four (4) Employer representatives and the Union Representative and HR Director. All members of the committee shall be employees of Crisis Connections, except the Union Representative. Meetings will be scheduled at least quarterly at a mutually agreed upon time and no later than thirty (30) calendar days following receipt of a request for a Labor Management Committee meeting from either party. Subject to mutual agreement, appropriate subject resource persons

may be requested to attend for specific agenda items. Subject Matter resource persons do not serve as committee members. Participation by committee members in the meetings will be considered time worked.

ARTICLE 23

TERMINATION AND RENEWAL

This Agreement shall be effective upon ratification by the Union and remain in full force and effect through November 30, 2025. The Agreement shall be automatically renewed and extended from year to year thereafter, unless either party gives notice to the other party, in writing, at least sixty (60) days prior to any expiration date of this agreement or modification date of its desire to terminate or amend this agreement.

Appendix A – Pay Scale

2023							
Pay Grade	Step 0 Hire Rate	Step 1 1 year	Step 2 2 years	Step 3 3 years	Step 4 4 years	Step 5 5 years	Step 6 6 years
1 Call Screening & Coordination Specialist Intake Specialist	\$19.75	\$20.15	\$20.55	\$20.96	\$21.38	\$21.81	\$22.24
2 Information & Referral Specialist Recovery Help Line Specialist Peer Support Specialist Crisis Call Specialist Youth Crisis Mentor	\$20.15	\$20.55	\$20.96	\$21.38	\$21.81	\$22.24	\$22.69
3 Warm Line Mentor Youth Crisis Specialist Warm Line Training and Outreach Specialist	\$20.55	\$20.96	\$21.38	\$21.81	\$22.24	\$22.69	\$23.14
4 Administrative Specialist Crisis Intervention Specialist Crisis Intervention Specialist Lead	\$20.96	\$21.38	\$21.81	\$22.24	\$22.69	\$23.14	\$23.60
5 Provider Relations Coordinator Opioid Use Disorder Specialist Care Connect Lead	\$21.38	\$21.81	\$22.24	\$22.69	\$23.14	\$23.60	\$24.08
6 Senior Training Coordinator Volunteer Coordinator	\$21.81	\$22.24	\$22.69	\$23.14	\$23.60	\$24.08	\$24.56
7 Data & Quality Assurance Specialist	\$22.90	\$23.35	\$23.82	\$24.30	\$24.78	\$25.28	\$25.78
8 Data & Report Specialist IT Support Technician Outreach & Training Specialist SUD Clinician	\$24.04	\$24.52	\$25.01	\$25.51	\$26.02	\$26.54	\$27.07
9 Senior Training Specialist Crisis Services Clinician Crisis Services Clinician Lead	\$28.00	\$28.56	\$29.13	\$29.71	\$30.31	\$30.91	\$31.53

2024								
Pay Grade	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	Hire Rate	1 year	2 years	3 years	4 years	5 years	6 years	7 years
1 Call Screening & Coordination Specialist Intake Specialist	\$20.15	\$20.55	\$20.96	\$21.38	\$21.81	\$22.24	\$22.69	\$23.14
2 Information & Referral Specialist Recovery Help Line Specialist Peer Support Specialist Crisis Call Specialist Youth Crisis Mentor	\$20.55	\$20.96	\$21.38	\$21.81	\$22.24	\$22.69	\$23.14	\$23.60
3 Warm Line Mentor Youth Crisis Specialist Warm Line Training and Outreach Specialist	\$20.96	\$21.38	\$21.81	\$22.24	\$22.69	\$23.14	\$23.60	\$24.08
4 Administrative Specialist Crisis Intervention Specialist Crisis Intervention Specialist Lead	\$21.38	\$21.81	\$22.24	\$22.69	\$23.14	\$23.60	\$24.08	\$24.56
5 Provider Relations Coordinator Opioid Use Disorder Specialist Care Connect Lead	\$21.81	\$22.24	\$22.69	\$23.14	\$23.60	\$24.08	\$24.56	\$25.05
6 Senior Training Coordinator Volunteer Coordinator	\$22.24	\$22.69	\$23.14	\$23.60	\$24.08	\$24.56	\$25.05	\$25.55
7 Data & Quality Assurance Specialist	\$23.35	\$23.82	\$24.30	\$24.78	\$25.28	\$25.78	\$26.30	\$26.83
8 Data & Report Specialist IT Support Technician Outreach & Training Specialist SUD Clinician	\$24.52	\$25.01	\$25.51	\$26.02	\$26.54	\$27.07	\$27.62	\$28.17
9 Senior Training Specialist Crisis Services Clinician Crisis Services Clinician Lead	\$28.56	\$29.13	\$29.71	\$30.31	\$30.91	\$31.53	\$32.16	\$32.81

2025									
Pay Grade	Step 0 Hire Rate	Step 1 1 year	Step 2 2 years	Step 3 3 years	Step 4 4 years	Step 5 5 years	Step 6 6 years	Step 7 7 years	Step 8 8 years
1 Call Screening & Coordination Specialist Intake Specialist	\$20.55	\$20.96	\$21.38	\$21.81	\$22.24	\$22.69	\$23.14	\$23.60	\$24.08
2 Information & Referral Specialist Recovery Help Line Specialist Peer Support Specialist Crisis Call Specialist Youth Crisis Mentor	\$20.96	\$21.38	\$21.81	\$22.24	\$22.69	\$23.14	\$23.60	\$24.08	\$24.56
3 Warm Line Mentor Youth Crisis Specialist Warm Line Training and Outreach Specialist	\$21.38	\$21.81	\$22.24	\$22.69	\$23.14	\$23.60	\$24.08	\$24.56	\$25.05
4 Administrative Specialist Crisis Intervention Specialist Crisis Intervention Specialist Lead	\$21.81	\$22.24	\$22.69	\$23.14	\$23.60	\$24.08	\$24.56	\$25.05	\$25.55
5 Provider Relations Coordinator Opioid Use Disorder Specialist Care Connect Lead	\$22.24	\$22.69	\$23.14	\$23.60	\$24.08	\$24.56	\$25.05	\$25.55	\$26.06
6 Senior Training Coordinator Volunteer Coordinator	\$22.69	\$23.14	\$23.60	\$24.08	\$24.56	\$25.05	\$25.55	\$26.06	\$26.58
7 Data & Quality Assurance Specialist	\$23.82	\$24.30	\$24.78	\$25.28	\$25.78	\$26.30	\$26.83	\$27.36	\$27.91
8 Data & Report Specialist IT Support Technician Outreach & Training Specialist SUD Clinician	\$25.01	\$25.51	\$26.02	\$26.54	\$27.07	\$27.62	\$28.17	\$28.73	\$29.31
9 Senior Training Specialist Crisis Services Clinician Crisis Services Clinician Lead	\$29.13	\$29.71	\$30.31	\$30.91	\$31.53	\$32.16	\$32.81	\$33.46	\$34.13

Appendix B - Title Mapping Grid

Current Job Title	New Title
Administrative Assistant	Administrative Specialist
Benefits Access Specialist	Recovery Help Line Specialist
Bilingual Information and Referral Specialist	Information and Referral Specialist
Call Screening and Coordination Specialist	Call Screening and Coordination Specialist
Crisis Call Specialist	Crisis Call Specialist
Crisis Intervention Specialist	Crisis Intervention Specialist
Crisis Services Clinician	Crisis Services Clinician
Data and Quality Assurance Specialist	Data and Quality Assurance Specialist
Data Entry and Billing Specialist	Data and Report Specialist
Information and Referral Specialist	Information and Referral Specialist
Intake Specialist	Intake Specialist
Lead Crisis Intervention Specialist	Crisis Intervention Specialist Lead
Lead Intake Specialist	Care Connect Lead
Lead Utilization Management	Crisis Services Clinician Lead
Lead Youth Crisis Mentor	Youth Crisis Mentor
Opioid Use Disorder Specialist	Opioid Use Disorder Specialist
Program Coordinator	Administrative Specialist
Program Coordinator One Call	Crisis Services Clinician Lead
Provider Relations Coordinator	Provider Relations Coordinator
Recovery Helpline Specialist	Recovery Help Line Specialist
Sr. Computer Support Technician	IT Support Technician
Substance Use Prevention Clinician	SUD Clinician
Training Coordinator	Senior Training Coordinator
Volunteer Coordinator	Volunteer Coordinator
Warm Line Mentor	Warm Line Mentor
Youth Services Mentor	Youth Crisis Mentor
Outreach and Training Specialist	Outreach and Training Specialist
Peer Support Specialist	Peer Support Specialist
Youth Training and Outreach Specialist	Youth Crisis Specialist
Warm Line Training and Outreach Specialist	Warm Line Training and Outreach Specialist

LETTER OF UNDERSTANDING

Between

CRISIS CONNECTIONS

And

OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 8

The Employer, Crisis Connections, and the Union, Office and Professional Employees International Union Local No. 8, hereby agree to the following:

In recognition of the transition from vacation and sick leave to Paid Time Off (PTO) the following will apply upon ratification of the Collective Bargaining Agreement:

Years of Service	Maximum PTO Bank Balance
During the 1st year	36 days
During the 2-3 years	40 days
During 4– 6 years	45 days
After 6 years	48 days

1. Each employee’s current vacation leave balance will be transferred over to PTO even if it puts the employee over their maximum PTO balance.
2. Each employee’s current sick leave balance will then be transferred over to PTO, up to the maximum PTO bank balance.
3. Any amount of sick leave leftover will be placed into an Extended Illness Bank (EIB). Employees may access their EIB as sick leave instead of PTO.
4. Employees who are at or over their maximum PTO bank balance will not accrue PTO until their bank falls below the maximum balance allowed.
5. After the transition to PTO, regular full-time and regular part-time employees will not continue to accrue vacation or sick leave. They will then accrue PTO.



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OATH OF CONFIDENTIALITY FOR OPEIU STAFF

Callers to Crisis Connections have the right to expect that records and information pertaining to their call be treated as confidential.

Under the 42 Code of Federal Regulations (CFR) Part 2, federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records; by 45 CFR Parts 160 and 164, the Health Insurance Portability and Accountability Act of 1996 (HIPAA); and by Revised Code of Washington (RCW) 70.96.1, Treatment of Alcoholism, Intoxication and Drug Addiction. Crisis Connections must protect the privacy of “protected health information” (PHI). PHI includes any client records that contain personal, identifying information, such as name, social security number, address and phone number, as well as any indication whether the client is known to Crisis Connections or has ever called Crisis Connections. Disclosure of client information will occur only as allowed by Crisis Connections’ Policies on Confidentiality, WAC and HIPAA.

In addition, I certify that I will not divulge to any third party, orally or in writing:

- Client PHI obtained from an employee or the employer;
- Client PHI inadvertently overheard or seen while on Crisis Connections’ premises;
- The employer’s location or shift times of any staff or phone workers; and
- The operational procedures of Crisis Connections should doing so reveal client PHI.

I further agree that legitimate discussion regarding a Crisis Connections client occurring with Union staff and Crisis Connections employees will not take place without a business need.

I acknowledge that an unauthorized disclosure of above-noted information may result in civil litigation for damages. I agree to abide by the Confidentiality Policy of Crisis Connections.

Date

Signature of OPEIU Staff

PRINT NAME

Signature of Witness