



Office and Professional Employees International Union  
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**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**YOUTHCARE**

**AND**

**OFFICE AND PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION LOCAL NO. 8, AFL-CIO**

**FOR THE PERIOD OF  
NOVEMBER 1, 2022 THROUGH OCTOBER 31, 2025**

COLLECTIVE BARGAINING AGREEMENT  
OPEIU LOCAL 8 – YOUTHCARE

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## **COLLECTIVE BARGAINING AGREEMENT**

### **YOUTHCARE**

THIS AGREEMENT is made and entered into at Seattle, Washington this 1st day of November, 2022, by and between **YOUTHCARE**, hereinafter referred to as the **EMPLOYER** and **OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL NO. 8, AFL-CIO**, hereinafter referred to as the **UNION**, for the purpose of establishing wages, hours, and other conditions of employment for bargaining unit Employees that are mutually agreeable to the **EMPLOYER** and the **UNION**.

### **PREAMBLE**

WHEREAS, the parties hereto desire to cooperate in establishing an Agreement that will advance the following conditions for the Employer and bargaining unit Employees:

- Promote Agency values including harmonious relations between the Employer and the Union;
- Establish an entire Agreement that covers equitable and reasonable wages, hours and conditions of employment and that encourages employee retention;
- Establish methods for equitable and peaceful procedures for the resolution of disputes;
- Maintain the highest standards of integrity, mutual respect, and conduct and client care at all times.

NOW THEREFORE, be it mutually agreed to as follows:

### **ARTICLE 1**

#### **RECOGNITION OF THE UNION**

**Section 1.1 CURRENT BARGAINING UNIT** The Employer recognizes the Union as the sole and exclusive collective bargaining representative of the following appropriate bargaining unit as certified in NLRB 19-RC-248807: all full-time, regular part time, and on-call non-professional employees employed by the Employer excluding professional employees, managers, confidential employees, supervisors, temporary employees, and interns.

The classification or job titles included above are for descriptive purposes only. Their use is neither an indication nor a guarantee that these classifications or job titles will continue to be used by the Employer.

### **ARTICLE 2**

#### **UNION SECURITY AND MEMBERSHIP**

**Section 2.1 UNION SECURITY AND MEMBERSHIP** 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.

**Section 2.2(a) UNION SECURITY AND MEMBERSHIP** 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.

Any employee who chooses to waive rights to participate as a Union member may satisfy the Union security obligation by payment of the equivalent of the periodic dues and initiation fees uniformly required of members, or the periodic dues and initiation fees related to the Union's representational costs. If an employee is a member of a church or religious body whose bona fide religious tenets forbid said employee to be a member of a labor union, such employee shall pay an amount of money equivalent to the regular Union dues and initiation fees to a non-religious charity mutually agreed upon by the Union and the Employer.

**Section 2.2(b) UNION SECURITY AND MEMBERSHIP** The Union shall notify the Employer in writing that an employee has failed to comply with Section 2.2(a) and shall provide the Employer with a copy of the final warning to the affected employee that they have not acquired and maintained membership in the Union or otherwise complied with Section 2.2(a). 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(c) UNION DUES** The Employer will make deductions each pay period from the pay of employees for regular Union dues, representation fees and initiation fees, as identified by the Union; provided the Union provides to the Employer a written authorization from the employee for such deductions; and further provided that the Union dues shall be calculated as a percentage of the employee's pay earned during the pay period, so that employees shall not be required to go out of pocket to pay Union dues and the Employer shall not be required to collect Union dues from employees who have not earned compensation during the applicable pay period. The Employer shall submit dues money to the Union within five (5) calendar days following the second pay roll each month.

**Section 2.3 MONTHLY ROSTER** The Employer shall make a reasonable effort to provide a full roster of all union eligible employees to the Union on a monthly basis, which will include the last name, first name, middle initial, street address, city, state, zip code, date of birth, home phone number, personal cell phone number, work email, personal email, date of hire, date of term, date of rehire, job title, program, job site, rate of pay, FTE status; provided that the Union agrees to maintain the confidentiality of such information and to use it solely for the purpose of conducting Union business. Any use of work email shall be limited to brief communications by the Union for official Union business or to distribute notices of general Union activity, and shall not disrupt or interfere with normal work or client care. The Employer will also notify the Union of bargaining unit employees who are changing status due to discharge, layoff, resignation, leave of absence without pay, and date of change. Any employee who objects to any of the foregoing information being provided to the Union due to privacy or safety concerns shall contact the Union in writing with a copy to the Employer. The Union will make a determination

whether to honor the employee's request and will notify the employee and Employer in writing of such determination, including any measures to protect the employee's privacy. The Employer shall not be obligated to provide information until its receipt of the Union's written determination.

The Employer will notify the Union in writing of any new bargaining unit classifications to be covered by this Agreement.

**Section 2.4 PRESENT CONDITIONS** Current employees who, prior to the date of this Agreement, were receiving more generous wages, benefits and/or working conditions, including but not limited to hourly wages, differentials, leave accruals, or flexible schedule hours, than designated in this Agreement for the class of work in which they were engaged shall suffer no reduction or be subject to a schedule change from the application of this Agreement.

**Section 2.5 UNION ACCESS** Duly authorized Union Representatives shall be allowed access to the Employer's main office and to areas at other premises covered by this Agreement at reasonable times, for the purpose of investigating grievances and contract compliance. The Union shall make a reasonable effort to notify the Employer in advance for access by providing notice via email to the Employer's senior Human Resources Officer or their designee at least 24 hours in advance. Requests for meeting space shall not be unreasonably denied. Access to the Employer's premises shall be subject to the same general rules applicable to other non-employees, including sign-in requirements where applicable, and shall not interfere with or disrupt client services or other normal operation of the facility. To ensure this, the Union shall schedule visits with members in advance when possible to avoid work interruption. Union Representatives coming into contact with or possession of information about the Employer's clients shall keep all such information confidential. Except as required to accommodate site inspections regarding facility working conditions, no access will be provided at 24 hour residential programs, as these facilities have no public spaces and are reserved for client care. In the event of a necessary site inspection regarding facility working conditions at 24 hour residential programs, the Union agrees to notify Employer's senior Human Resources Officer or their designee via email at least 24 hours in advance of the need for the visit and to attempt to resolve the concern. If the concern cannot be resolved without a site visit, the visit shall be scheduled within a reasonable time and conducted with site leadership. For programs that require ORR and/or DCYF clearance, only Union Representatives and Stewards with appropriate clearance will access the premises.

**Section 2.6 UNION STEWARDS** The Employer shall recognize the Union Steward as a duly accredited Union representative. The Steward, upon notifying their department's manager or director in advance and obtaining approval to ensure adequate coverage, may investigate all complaints relating to this Agreement without pay. The Union will inform the Employer in writing of the names of all Stewards. Stewards will utilize discretion, sensitivity and reasonable judgment in dealing with confidential information. Stewards are not paid by the Employer for time spent on Union activity except for reasonable time spent on periodic grievance calls to the Union, and meetings set by the Employer during work hours. Grievance calls shall be brief and shall not disrupt normal work or take precedence over client care.

**Section 2.7 UNION BULLETIN BOARDS AND ELECTRONIC COMMUNICATION** The

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Employer agrees to allow the Union to use designated bulletin board space at each worksite for official Union business and for the purpose of distributing notices relating to general Union activity. Notices and communications via YouthCare email shall be limited to brief communications for the purposes identified here and approved by the Union. The Union agrees not to post partisan political information.

**Section 2.8 NEW EMPLOYEE UNION ORIENTATION** Employer and the Union will establish by mutual agreement a fixed day and time each month, which the Union may use to provide up to 30 minutes of new employee union orientation. Employer will reserve meeting space each month at the designated date and time at its main office for this purpose. The Union Steward and employees will be paid for 30 minutes.

**Section 2.9 BARGAINING UNIT CAUCUS** Bargaining Unit members in attendance at All Agency Staff meetings generally will be allowed thirty (30) minutes to caucus during the meeting. If the Employer reasonably determines that the full meeting time is needed for other agency business, it will extend the meeting thirty (30) minutes to allow unit members to caucus. Access to such meeting time shall be limited to bargaining unit members only.

**Section 2.10 OPEIU LOCAL 8 HARDSHIP FUND** The OPEIU Local 8 Hardship Fund provides assistance to Local 8 Members experiencing an immediate, severe, and temporary financial situation due to an emergency. The Employer agrees to deduct the specific sum from the salary of any member of the bargaining unit who voluntarily executes an OPEIU Local 8 Hardship Fund Check-Off Authorization form. The Employer will remit these deductions to OPEIU Local 8 along with a list of bargaining unit employees' names and amounts deducted no later than the 15<sup>th</sup> day following the last pay day of each month.

**Section 2.11 POLITICAL ACTION CHECK-OFF** The Employer agrees to deduct the specific sum from the pay of any member of the bargaining unit who voluntarily executes an OPEIU Local 8 PAC (Political Action Committee) Check-Off Authorization form. The Employer will remit these deductions to OPEIU Local 8 along with a list of bargaining unit employees' names and amounts deducted no later than the 15<sup>th</sup> day following the last pay day of each month.

**Section 2.12 INDEMNIFICATION AND HOLD HARMLESS** The Union agrees to indemnify, defend and hold harmless the Employer, including its agents and representatives, against any and all damages, claims, demands, suits, judgments or other forms of liability, monetary or otherwise, and for all legal costs which may arise from any action taken or not taken to comply with the provisions of this Article. The Employer will promptly notify the Union in writing of any claim, demand, suit or other form of liability asserted against it related to its implementation of this Article. If requested by the Union in writing, the Employer will surrender any such claim, demand, suit or other form of liability to the Union for defense and resolution. If an improper deduction is made, the Union shall refund directly to the employee any such amount.

**Section 2.13 BOARD OF DIRECTORS** The Employer will notify the Union of the dates and times of all Board meetings when they are scheduled. The Union may choose to report to the YouthCare Board of Directors and/or its committees up to four (4) times per year upon approved request. Presentation requests must be made two months in advance.

**Section 2.14 BUDGET MONITORING** Union members/representatives will be involved in

the monitoring of each year's budget. Monitoring shall include quarterly reviews of each program's financial statement and discussion of any substantial variances from the approved budget within each program.

### ARTICLE 3

#### MANAGEMENT RIGHTS

The Union recognizes the Employer's right and responsibility to manage its business, to operate in an efficient and economical manner, and to establish and enforce standards in order to provide continuous high quality client care subject to this Agreement and the law. Except as limited by this Agreement and the applicable law, the Employer's rights include but are not limited to the right to:

- (1) Require standards of performance;
- (2) Direct employees in the performance of their work;
- (3) Determine job assignments, location assignments, and working schedules;
- (4) Determine the personnel, materials and equipment to be used;
- (5) Implement improved or different operational methods and procedures;
- (6) Determine staffing requirements as necessary for client care and safety;
- (7) Determine and make all staffing, facilities, and other decisions necessary to meet licensing and insurance requirements;
- (8) Determine the kind and location of facilities;
- (9) Determine whether the whole or any part of its operation shall continue to operate;
- (10) Hire employees;
- (11) Maintain safety and order;
- (12) Determine when and which employees should be promoted;
- (13) Determine when and how much overtime must be worked;
- (14) Employ temporary or on-call employees;
- (15) Determine the skills and abilities of its employees;
- (16) Discipline or discharge employees for just cause;
- (17) Lay off employees for lack of work;
- (18) Make and modify policies which Employer deems necessary for the conduct of its business and to require their observance;
- (19) Train and cross-train employees

These rights are subject only to the written terms of this agreement, and any and all established rights of YouthCare, the Union or the employees. YouthCare recognizes its obligation to provide notice and opportunity to bargain with the Union over all mandatory subjects of bargaining before altering current conditions.

## ARTICLE 4

### **PERSONNEL POLICIES & JOB DESCRIPTIONS**

**Section 4.1 EMPLOYER POLICIES** To the extent that the Employer's policies are not in conflict with this Agreement, they will be accepted as working policy. In case of any conflict, this Agreement shall be the controlling policy for the employees covered by this Agreement. The Employer shall notify the Union in writing of any new policy or policy change that impacts mandatory subjects of bargaining. The Union will have ten (10) business days to respond in writing. If the Union does not respond, the policy is implemented. If the Union wants to bargain over the policy, negotiations will be scheduled by mutual agreement of the parties. The parties will make a good faith effort to meet to negotiate and come to agreement within four weeks of the date the Union was notified by the Employer. There may be emergency or mandated conditions that are outside of the Employer's control requiring immediate implementation, in which case the Employer will notify the Union as soon as possible to schedule bargaining over the impact if necessary. Nothing herein shall be interpreted to limit or suspend the Union's right to bargain on mandatory subjects of bargaining.

**Section 4.2 JOB DESCRIPTIONS** The Employer will provide each employee with their job description when hired into a YouthCare bargaining unit position. The Employer will provide the Union, upon request, current job descriptions for all bargaining unit positions. The Employer will notify the Union in writing of any proposed changes to job descriptions that will significantly impact the Employee's job responsibilities or requirements, or wages, terms, and/or working conditions. The Union will have ten (10) business days to respond. If the Union does not respond, the job description is implemented. If the Union wants to bargain over the changes in the job description, negotiations will be scheduled by mutual agreement of the parties; provided that negotiations must be completed within twenty-one (21) calendar days of the date the Union was notified for vacant positions or thirty (30) calendar days for positions with an employee currently working in them, unless this period is extended by mutual agreement, which will not be unreasonably withheld. There may be mandated conditions that are outside of the Employer's control requiring immediate implementation, in which case the Employer will notify the Union as soon as possible to schedule bargaining over the impacts, if necessary.

## ARTICLE 5

### **HIRING**

**Section 5.1(a) JOB POSTING** Notice of all bargaining unit job vacancies shall be emailed to all bargaining unit employees weekly and at least seven (7) calendar days prior to posting the positions for external candidates, other than for ongoing posting of Engagement Specialists and on-call workers. Job postings shall be in writing and shall list the job title, primary work days and shift and expectations about flexibility, salary range, primary work location and qualifications. Where possible based on the needs of the position and/or contract requirements, the substitution of work experience for college degrees and the inclusion of transferable skills will be used to ensure that candidates protected by Section 15.2 (Anti-Discrimination and Equal Pay) are not excluded from qualifying for job openings.



**Section 5.1(b) INTERVIEW PROCESS** The Employer is committed to the reduction of bias through the interview process to ensure the agency hires staff whose race and gender identity align with that of YouthCare clients and therefore will follow practices to help staff to identify and mitigate bias in the interview process. All interviews are to use structured, scenario and behavior-based interview process consisting of questions written in advance of the interview and asked of all applicants. Panel or team interviews will be used for hiring. The hiring manager should strive to assemble interview panels that are familiar with the job requirements.

All interviews will include at least one racial equity question approved by the Diversity, Equity, and Inclusion (DEI) Director and in partnership with a race equity-focused committee comprised of Union and Non-Union staff members.

**Section 5.1(c) INTERNAL HIRING** The Employer will interview all internal applicants who apply during the internal posting period, have completed their introductory period and who meet the minimum qualifications for the Union job listed in the job description before interviewing outside external candidates. An employee who applies for a position and is not selected for the position will be notified by management in writing of the decision and the reason why they were not selected. Candidates shall be hired at the Employer's discretion based on skill and ability and, if skill and ability are substantially equal, then qualified internal candidates will be given preference over external candidates. As between two internal candidates whose qualifications are substantially equal in the opinion of the Employer and who have comparable seniority (within 180 days), seniority preference will be given to the candidate who best reflects the community of young people being served by YouthCare. The Employer is committed to developing employees who are reflective of the clients served and continues to work to increase diversity of leaders and representation of BIPOC at YouthCare. YouthCare is committed to helping Employees, especially Black, Indigenous and People of Color, in their career advancement.

**Section 5.1(d) BRIDGE OF SERVICE** To be eligible for bridge of service, an employee must have originally worked for at least twelve (12) consecutive months and resigned their employment with proper notice or were laid off and are eligible for rehire. If the employee is rehired within one (1) year, they will be credited for their previous time worked, for purposes of determining their appropriate wage scale step and the accrual rate of sick and vacation leave.

**Section 5.2 REFERRALS FROM UNION** When seeking new employees, the Employer will send job postings to the Union so the Union may make appropriate referrals of qualified applicants. Nothing in this Article is intended to require the Employer to give preference to referrals from the Union or to otherwise limit the Employer's discretion to make all final determinations about who is hired.

**Section 5.3 INCIDENTAL CHARGES** It is agreed that the Employer will pay charges incidental to the hiring of employees which are incurred due to the requirement of the Employer including but not limited to: Driving Abstract, initial TB testing, and fingerprinting/background checks. The Employer agrees not to use employment agencies where fees are required to be paid by the employee.

**Section 5.4 INTRODUCTORY PERIOD** An introductory period is a working test period and

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should be utilized as an opportunity for the Employer to observe an employee's work and to train and aid the employee in adjustment to their position.–

The employment of all new employees hired into a bargaining unit position shall be conditioned on the completion of an introductory period that starts on the effective date of hire. The introductory period shall be ninety (90) days for all bargaining unit positions. The Employer shall provide a written evaluation at the completion of the introductory period.

Termination or discipline during the introductory period will not be subject to the grievance process by the Union or the employee.

**Section 5.5 NEW MEMBER PACKETS** Upon hire, Employer will provide all new bargaining unit employees an OPEIU New Member Packet, to be supplied by the Union at the Union's expense, which includes a copy of the Union Contract and Membership Application.

**Section 5.6 EMPLOYEES HIRED INTO UNDER-18 PROGRAMS/POSITIONS REQUIRING FEDERAL CLEARANCE** Employees must receive clearance before beginning to work in an under-18 program or in other roles where clearance is required by licensing requirements or law.

**Section 5.7 PROMOTIONS** An employee hired to a higher level position shall, at the minimum, receive the base rate of that position plus any length of service increases the employee is eligible for and shall receive such pay rate immediately. In the event the employee does not pass a ninety (90) day trial period in their new position as determined by the Employer, the employee shall be returned to their former position prior to promotion, if vacant, at their level of former pay prior to promotion plus any contractual and step increases applicable to the former position under this Collective Bargaining Agreement. If there are no vacancies in the employee's former position, the Employer may place the employee in another vacant position for which they are qualified. If there are no open positions for which the employee is qualified, the employee will be laid off in accordance with Article 7 (Seniority and Layoff).

**Section 5.8 NOTIFICATION OF FUNDING** The Union recognizes that the Employer is a nonprofit corporation organized under the laws of the State of Washington to provide services as set forth in its articles of incorporation. The Union further recognizes that the majority of funds received by the Employer come from public funds that specify the manner in which funds may be expended. Each program will maintain a contract binder with information about contract performance requirements and termination/renewal dates that will be available for review by all staff upon request. If the Employer becomes aware of a change in funding that is likely to impact the bargaining unit employee's job security, they will communicate that information as soon as possible.

**Section 5.9 LANGUAGE ACCESS** At time of hire, employees will be asked to provide their preferred language. For employees hired for positions where the job description requires bilingual skills and who have stated at hire that their preferred language is other than English, upon request, the Employer will provide written translations in the language for which they were hired, of job descriptions and the offer letter, performance reviews, disciplinary notices, the employee handbook, the employee driving policy, the child abuse and neglect reporting

acknowledgement, and any other key agency policy documents that require a signature, in that language. Employees can contact their Union Representative or union office for language access support for representation and/or to request translated union documents. If training opportunities are offered in their preferred language, they will be shared with employees.

**Section 5.10 RELOCATED PROGRAM LOCATIONS** The Employer will provide employees with sixty (60) days' notice of a permanent relocation of their program. If a program is temporarily relocated more than five (5) miles away from the original location and an employee is required to commute to a new location, their travel time in excess of their regular commute will be considered time worked and they can apply for mileage reimbursement for the additional mileage.

## ARTICLE 6

### **DISCIPLINE AND TERMINATION**

**Section 6.1 PROGRESSIVE DISCIPLINE/JUST CAUSE** After completing their introductory period of employment, no employee shall be disciplined or discharged except for just cause. The Employer shall use a uniform progressive discipline system, which includes 1) documented (including via email) verbal warning; 2) written warning; 3) corrective action; and 4) suspensions up to and including termination; however, the parties recognize that certain conduct is of such a serious nature that resort to a progressive discipline approach is inappropriate. The Employer may, therefore, skip certain steps and proceed to any step, up to and including discharge, depending on the nature and severity of the incident or act leading to discipline. The principles of just cause apply at all levels of discipline for employees who have completed their introductory period. Upon termination, an employee who requests it in writing shall receive written notice from the Employer stating the true cause of termination within five (5) business days of Employer's receipt of the employee's request.

**Section 6.2 DISCIPLINE NOTICES** An employee shall be given the opportunity to read, sign and attach a written response to any formal warning or disciplinary notice placed in their personnel file. If an employee refuses to sign, the Employer shall add a note to the warning or disciplinary notice stating that the employee refused to sign and shall notify the Union of the employee's refusal to sign. Signing a warning notice acknowledges receipt, it does not indicate agreement and the employee should sign the notice to acknowledge they received it. An Employee's repeated refusal on separate occasions to sign acknowledging receipt of disciplinary notices could be just cause for disciplinary action. 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. The timing and level of severity of an incident will determine whether or not previous discipline will be used in later disciplinary actions.

**Section 6.3 PERSONNEL FILES** Upon written request, Employees may examine their personnel files during a mutually agreeable time not to exceed seven (7) days after Employer's receipt of their request. Review of the hard copy must occur in the presence of a YouthCare Human Resources representative.

**Section 6.4 PERFORMANCE REVIEWS** Each Employee shall meet with the employee's supervisor and receive a performance review by the end of the introductory period, at the end

of employee's first year anniversary date of hire, and annually thereafter. The performance review will include feedback on job performance, discuss expectations and accomplishments, and set goals for career development.

**Section 6.5 EMPLOYEE RIGHTS** An employee may have a Union Representative or Union Steward present at any meeting with management representatives which involves discipline or where an employee reasonably believes an investigation will result in disciplinary action. The Employer will inform an employee prior to such a meeting that it is an investigatory meeting which may lead to disciplinary action. If the employee desires Union representation at such a meeting, the employee shall notify the Employer at that time and shall be provided reasonable time to arrange for a Union representative to attend the meeting, not to exceed 5 calendar days except by mutual agreement. In no event shall the meeting be called on employee's scheduled day off or postponed more than two (2) days excluding weekends and holidays except by mutual agreement. Agreement to reasonably postpone the meeting shall not be capriciously or arbitrarily withheld and the meeting will be scheduled in a timely manner. The exercise of this right shall not prevent the Employer from placing an employee on paid leave or temporarily reassigning the employee's work as may be needed to be taken immediately due to safety, legal or contractual requirements, provided that Employer notify the Union of any such actions as soon as reasonably practical.

**Section 6.6 TERMINATION NOTICE BY EMPLOYEE** Employees who have completed at least 90 calendar days of employment are expected to provide two (2) weeks' notice prior to voluntarily terminating their employment, and Employer will provide continued employment or pay in lieu for the two (2) weeks' notice period, except in cases of termination for just cause.

**Section 6.7 RETURN OF YOUTHCARE PROPERTY** Upon termination of employment for any reason, employees will promptly return all YouthCare property, including but not limited to keys, equipment and supplies. If the employee fails to return all YouthCare property in good working condition subject to normal wear and tear, the employee will be required to pay for any cash shortage, or reasonable replacement costs related to any breakage or loss of equipment caused by dishonesty, willful act, or negligence of the employee. Refusal to return YouthCare property upon termination of employment is considered a willful act.

## ARTICLE 7

### **SENIORITY AND LAYOFF**

**Section 7.1(a) APPLICATION** Seniority shall be calculated from most recent date of hire with the Employer, except in the case of on-call employees, for whom seniority is described below. Where skill and ability are substantially equal in the opinion of the Employer, seniority shall be observed in internal hiring and promotions in accordance with Article 5, and otherwise where other sections of this Agreement provide that seniority is to be considered. Seniority shall continue for a period of twelve (12) months during layoff.

For on-call employees, seniority shall be calculated from the employee's continuous length of service from their most recent date of hire with the Employer, measured by compensable hours. For purposes of comparing seniority with a regular employee, 2080 hours is equivalent to a year. If an employee is hired as a regular employee, their seniority date will be calculated

from their original date of hire with the Employer. On-call employees shall have seniority rights over external hires in application for regular positions in accordance with Section 5.1(c) Internal Hiring.

**Section 7.1(b) SENIORITY TIE-BREAKER** In the event two or more seniority dates are tied, the relative order of priority will be determined as follows: for two employees, a coin-flip will be used. For more than two employees, the last four digits of the employees' social security number will be added up with the highest number considered the most senior with the others in descending order. In the event two or more employees are still tied, all digits of the employees' social security number will be added up and the highest number shall be considered most senior with the others in descending order.

**Section 7.2(a) LOSS OF SENIORITY** An employee shall lose their seniority rights for any one of the following reasons: voluntary termination, discharge for cause, failure to respond to the employer within seven (7) calendar days after notification of recall. Notice of recall shall be sent by email and registered mail, return receipt requested, to the employee's last known address with an electronic copy to the Union office.

**Section 7.2(b) BREAK IN SERVICE** As an exception to Section 7.2(a), upon rehire after a break in service with the employer which does not exceed one year, an employee's seniority shall be recognized as the same as at the time of their separation from employment.

**Section 7.3 NOTICE OF LAYOFF** The Employer shall give at least thirty (30) days advance notice of layoff to affected employees unless the layoff is the result of a loss of funds or governmental mandate of program closure or stoppage of service for which the Employer has received less than thirty (30) days' notice. If thirty (30) days' notice is not possible due to unexpected funding changes, the employee will receive as much notice as the Employer receives but no less than two weeks' notice or pay. The Employer will designate laid off employees as laid off for Employment Security purposes. In situations where layoffs will result from a reorganization initiated by the Employer for reasons other than loss of funds or governmental mandate of program closure or stoppage of service, employees will be given as much notice as possible but no less than sixty (60) days. If sixty (60) days' notice is not given, the employee will be paid for the full sixty (60) days. The Employer shall work collaboratively with the Union to explore alternatives to the elimination of hours and/or positions.

**Section 7.4 ALTERNATIVES TO LAYOFF** If an employee is being laid off and there are open positions in the same classification, the employee will have the option to move into one of those positions.

**Section 7.5 RECALL FROM LAYOFF** Employees who have lost employment due to layoff will be placed on a recall roster for that job classification for a period of twelve (12) months from the date of layoff. Notice of recall which includes the language from Section 7.5 (Recall From Layoff) shall be sent by email and registered mail, return receipt requested, to the employee's last known address with an electronic copy to the Union office. For rehire, employees must provide the Employer's Human Resources office with current contact information.

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When an offer of reinstatement has been made, the Employee shall indicate their acceptance within fourteen (14) calendar days of delivery or attempted delivery and report for work no later than seven (7) calendar days following the acceptance of reinstatement offer unless mutually agreed to. If an Employee on the recall list does not respond to the notice of recall within fourteen (14) calendar days, or fails to report to work in the mutually agreed upon time, they will be removed from the recall roster.

The Employer, upon rehiring, will 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.

If a laid off employee applies for another open position within twelve (12) months of layoff, the employee shall have preference over all other external applicants for the open positions provided the employee has the qualifications to perform the job, including the ability to meet all licensing and pre-clearance requirements. 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 unless an issue is identified through the hiring process that would affect their ability to successfully perform the responsibilities of the position.

## ARTICLE 8

### HOLIDAYS

**Section 8.1 PAID HOLIDAYS** The following days plus four (4) floating holidays are designated as YouthCare holidays and employees shall receive these as paid days off. Regular full-time, part-time employees will receive up to 8 hours prorated based on their regular schedule. On-call employees who have worked an average of twenty-four (24) hours a week or greater over the previous ninety (90) days will receive holiday pay based on their average hours worked in the previous ninety (90) days.

New Year's Day
Martin Luther King, Jr. Day
Memorial Day
Juneteenth
4 <sup>th</sup> of July
Labor Day
Indigenous People's Day
Veteran's Day
Thanksgiving Day
Christmas Day
One floating holiday is accrued on the following dates: January 1, April 1, July 1, October 1
Accrued floating holidays can be used after the employee's orientation period

**Section 8.2 HOLIDAYS ON WEEKEND** If any of the Holidays listed in Section 8.1 falls on Saturday, the holiday will be the preceding Friday. If the holiday falls on a Sunday, the following Monday will be the holiday. The only exception will be programs/facilities providing

essential services. For those programs the holiday will be observed on the day the holiday falls.

**Section 8.3 WORK ON THE HOLIDAY** Full-time, Part-time and On-call employees required to work on the holiday shall receive one and one-half (1 ½) times their regular rate of pay for all hours worked on the holiday. Regular employees who are required to work on the holiday receive the holiday pay for the holiday and may elect to take an alternative unpaid day off within the same pay period with supervisor approval. Approval will not be unreasonably denied.

**Section 8.4 HOLIDAY SCHEDULED DAY OFF** If a holiday falls on the employee's scheduled day off, the employee will receive the holiday pay for the holiday and may choose to schedule another unpaid day off within the same pay period with supervisor approval. Approval will not be unreasonably denied.

**Section 8.5 HOLIDAYS DURING SICK LEAVE/VACATION** If a holiday falls during an employee's sick leave or vacation, the employee shall receive holiday pay.

## ARTICLE 9

### LEAVE

**Section 9.1(a) VACATION ACCRUAL** All Bargaining Unit Employees accrue vacation hours beginning on their date of hire. Accrued vacation hours may be used during the introductory period. The amount of vacation hours accrued each year is based on the employee's length of service. Employees will not accrue vacation during any period of unpaid leave. Employees may carry over unused vacation time from year to year. The amount of vacation accrued, used, and available to employees will appear on YouthCare's timekeeping system. For part-time employees, vacation hours will be accrued on a pro-rated basis based on their hours worked in a pay period.

Years of Employment	Maximum Vacation Hours accrued per year for Full-Time Employees	Vacation Hours Earned per pay period for Full-Time Employees	Maximum Vacation Hours Balance for Full-Time Employees
Upon Hire	120	5.0	160
1 <sup>st</sup> Anniversary	128	5.33	168
2 <sup>nd</sup> Anniversary	136	5.67	176
3 <sup>rd</sup> Anniversary	156	6.5	196
5 <sup>th</sup> Anniversary	172	7.17	212
10 <sup>th</sup> Anniversary	200	8.33	240

**Section 9.1(b) VACATION AND FLOATING HOLIDAY SCHEDULING** Employees will request all scheduled vacation leave and floating holidays electronically. Except as provided in the Holiday Scheduling Section 9.1(c), for vacation leave requests greater than four (4) days, the employee should make the request no later than thirty (30) days in advance of the first day of the requested vacation. The supervisor will respond in writing or via the payroll system to the employee's vacation request as soon as possible given the need to find alternative

program coverage, but no later than fourteen (14) calendar days following receipt of the request. For requests of four or less days leave, the supervisor will respond within five calendar days. Once a vacation request is approved, it will not be revoked by the Employer. Approval or denial of requests will be contingent upon program coverage and Employer's business needs.

The Employer will make a good faith effort to accommodate requests for vacations and floating holidays. Staff will not be asked to find their own coverage. Vacation requests will not be unreasonably denied. If the request is denied, a reason will be provided.

**Section 9.1(c) HOLIDAY COVERAGE AND SCHEDULING** Employer will use the following system to manage requests for time off during Employer's recognized holidays and for the period between Christmas and New Year's Day. In the months of January and July each year, supervisors in each program will prepare a sign-up form showing the holiday coverage needed for the coming six (6) months. Supervisors may also elect to do this quarterly if they determine it works better in their program. In order of seniority, each employee will be required to sign up for an equal number of holiday shifts, determined by dividing the number of holiday shifts requiring coverage by the number of employees, until all shifts are covered. Employees may volunteer to sign-up for additional holidays if they would prefer to work. If there are an uneven number of holidays requiring coverage, any remaining holiday will be selected based on seniority. Employees may trade shifts by mutual agreement, subject to management's approval. Once a holiday-adjacent vacation request is approved, it will not be revoked by the Employer.

**Section 9.2 VACATION PAYOUT** Employees will be paid for all accrued and unused vacation when they leave YouthCare provided they have voluntarily resigned with at least a two-week notice or are terminated. It will be paid out on their final paycheck.

**Section 9.3 HEALTH RELATED LEAVE ACCRUAL** Employees will accumulate paid health-related leave at a rate of two (2) hours per forty (40) hours worked. This will be pro-rated for employees working more or less than forty (40) hours per week. Accrued health related leave hours may be used during the introductory period. If an employee does not use their accrued health related leave during the calendar year in which it accrues, an employee is entitled to carry over the maximum accrual of three hundred forty (340) hours and use it in any subsequent year. The amount of health related leave that an employee can accumulate will be capped at three hundred forty (340) hours.

Health-Related Leave may be used for the following situations:

- a) To cover absences resulting from the employee's mental or physical illness, injury or health condition (including complications during pregnancy) and mental health days;
- b) To accommodate the need for health diagnosis, care or treatment of a mental or physical illness, injury or health condition;
- c) Or an employee's need for preventative healthcare;



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- d) To allow the employee to provide care of a family member (as defined by the Washington Paid Family and Medical Leave Act) with a mental or physical illness, injury or health condition; care of a family member who needs health diagnosis, care, treatment of a mental or physical illness, injury or health condition; or care of a family member who needs preventative healthcare;
- e) When their place of business or child's school has been closed by order of a public official for health reasons;
- f) For reasons outlined in applicable law related to domestic violence, sexual assault or stalking;
- g) As otherwise required by law.

As needed, for example for preventative care or to care for mental health, health related leave days may be scheduled in advance.–

If the need for health related leave is foreseeable, the employee must make a request in YouthCare's timekeeping system at least ten (10) days, or as early as possible, before the date of use. If the need for health related leave is not foreseeable, the employee must provide notice to their supervisor as soon as possible.

Health related leave absences lasting more than three consecutive working days' duration may require verification from a health care provider.

Accrued health related leave is not paid out upon separation of employment.

**Section 9.4 MENTAL HEALTH RELATED LEAVE** Employees may be released from the remainder of their shift with pay with management approval in the event of situations or instances that impact safety, wellness, or create adverse working conditions.

Regular full-time and part-time employees will also be allocated sixteen (16) hours of mental health leave on January 1 of each year or first day of new employment. On Call Employees will receive 8 hours of mental health related leave on January 1 of each year or first day of new employment. Employees may access mental health leave with supervisor approval to cover additional time off immediately following an instance described above, or at any other time a mental health day is needed. Such requests will not be unreasonably denied. These hours of leave may be taken in smaller increments as needed and will not be carried over from year to year.

**Section 9.5 PARENTAL LEAVE** The Employer will provide employees who take leave to care for their child after birth or placement for adoption or foster care and have worked at YouthCare for at least 1 year with twenty (20) days paid parental leave. The paid parental leave is available once per twelve (12) month period.

For employees who qualify for Paid Family and Medical Leave or Short-Term Disability, these hours can be used to supplement the employee's weekly benefit up to their regular weekly rate of pay. Employees may also supplement these benefits with their paid leave accruals.

Employees may take additional time off using their sick and/or vacation leave and may request unpaid leave for additional time off. Managers will work with employees returning from Parental Leave who want to return part-time or work a flexible schedule.

**Section 9.6 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:

- (1) The birth of a child or placement of a child with the employee for adoption or foster care.
- (2) Employee's own serious health condition.
- (3) 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. 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 9.7 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. YouthCare 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:

- (1) Federal Family and Medical Leave (29 USC 2601 et seq).
- (2) WA State Paid Family and Medical Leave (RCW 49.78).
- (3) WA State Paid Sick Leave (RCW 49.46.210).
- (4) WA State Family Care (RCW 49.12.265-49.12.295).
- (5) Leave for Victims of Domestic Violence, Sexual Assault & Stalking (RCW 49.76).
- (6) Leave for Certain Emergency Services Personnel (RCW 49.12.460).

- (7) Seattle Paid Sick and Safe Time Ordinance (SMC 14.16).
- (8) Military Leave (RCW 73.16 USC 4301 et seq).
- (9) Leave for Spouses of Deployed Military Personnel (RCW 49.77).

**Section 9.8(a) 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:

- (1) As medical leave for employees with serious medical and behavioral health conditions, maternity leave, and treatment of chronic conditions.
- (2) 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.
- (3) 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 may choose to elect to supplement their Paid Family and Medical Leave with their accrued sick/vacation leave not to exceed the amount they earned per pay period before taking Paid Family and Medical Leave.

If the Washington Paid Family and Medical Leave law changes during the contract period, this provision is superseded by the law.

**Section 9.8(b) 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 9.9 JURY DUTY PAY** After completion of an employee's introductory period, employees who are called for jury duty shall be excused from work for the days on which they serve, and shall be paid at their regular rate of pay up to a maximum of ten (10) business days. Employees may keep the payment provided by the court for jury duty service. If summoned,

employees must provide their supervisor with a copy of the jury duty summons. Upon completion of jury duty, in order to be eligible for pay during jury duty, the employee must provide proof of jury duty service to their supervisor. If the employee is an on-call employee who has worked an average of twenty-four (24) hours a week or greater over the previous ninety (90) days, the employee will be paid based on their average hours worked in the previous ninety (90) days.

**Section 9.10 WITNESS DUTY** All employees summoned to testify in court are allowed time off for the period they serve as a witness. Witness duty shall be paid if the testimony is related to the employee's job at YouthCare.

**Section 9.11 UNION LEAVE** Employees may request time off to attend Union sponsored educational conferences or events in accordance with Employer's leave policies.

**Section 9.12 BEREAVEMENT LEAVE** Any employee suffering a death in their family of a relative or a person with a close family type relationship shall be allowed five (5) working days leave from work with pay at their regular rate. Additional leave without pay will be available for extended funeral matters. Employees taking bereavement leave must notify their supervisor prior to taking the leave. The Employer may request documentation to support absences for bereavement leave.

**Section 9.13 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 9.14 UNPAID PERSONAL LEAVE** 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 9.15 ADVOCACY DAYS** The Employer and the Union both want the clients at YouthCare to receive the best possible services. Both parties recognize by acting together, they can send a stronger message to the city, county, state, and federal governments to support vital community services and housing for the Employer's clients. The Employer and the Union will notify each other of potential advocacy opportunities to support their mutual goals. An employee who wishes to participate in an advocacy opportunity with the Union or YouthCare may submit a request for approval to the Director of Public Policy or designee and their supervisor and with approval may participate on work time.

**Section 9.16 LEAVE DONATION** Employees are allowed to come to the aid of a coworker under circumstances in which the employee, or their family member as defined under WA Paid Family Medical Leave whose care they are responsible for, becomes temporarily disabled as defined by a certified medical professional, causing the employee to take leave without pay.

Employees may receive up to one hundred twenty (120) hours of donated sick leave per circumstance. Employees wishing to donate paid leave may donate from their accrued sick leave hours and they may not donate if it would cause them to go below forty (40) hours in their own sick leave bank. To request donated leave the employee's supervisor should request Human Resources verify the need and send out a donation request agency wide. The employee's need for sick time must be documented. The names of the employee requesting leave and employees who donate will be kept anonymous. To be eligible to receive donations, the employee must have exhausted or not be eligible for WA Paid Family & Medical Leave.

## ARTICLE 10

### DEFINITIONS

**Section 10.1 REGULAR FULL-TIME EMPLOYEE** A regular full-time employee is one who normally works a regular continuing schedule of thirty (30) to forty (40) hours per week.

**Section 10.2 REGULAR PART-TIME EMPLOYEE** A regular part-time employee is one who normally works a regular continuing schedule less than thirty (30) per week.

**Section 10.3 ON-CALL EMPLOYEES** An on-call employee is one that is hired to work on an intermittent as needed basis throughout the year to cover workload fluctuations, employee absences, or to temporarily cover vacant positions or emergency staffing needs. On-call employees may work on an indefinite intermittent basis including to fill vacant positions pending the hiring of a regular employee, but will not be used regularly to replace a regular position. Vacant regular positions will be hired for as soon as possible. On-calls will receive pay in lieu of medical benefits.

**Section 10.4 TEMPORARY EMPLOYEE** A temporary employee is one whose employment is either as an interim replacement, to temporarily supplement the work force, or to assist in the completion of a specific project, and is of a limited duration known to the Employer and shared with the employee at the time of hire. The term of employment of temporary employees hired into bargaining unit positions will not exceed 960 hours. The Employer will notify the Union in writing of any temporary employees hired into bargaining unit positions. Extensions of temporary employees for more than 960 hours can only be made by mutual agreement with the Union. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary employees are not part of the bargaining unit. A contract worker who is employed by an outside agency is not considered a temporary employee.

**Section 10.5 CONTRACTED WORKERS** A contract worker who is employed by an outside agency is not considered a temporary employee. The Employer will notify the Union of all contracted workers assigned bargaining unit work. Contract workers are not part of the bargaining unit.

**Section 10.6 VOLUNTEERS AND INTERNS** Volunteers and Interns are not part of the bargaining unit. The Employer will provide a quarterly report to the Union of all volunteers and interns assigned bargaining unit work, including but not limited to AmeriCorps, youth interns, summer interns and practicum students gaining on the job experience. Active client names

may be redacted. Volunteer or intern assignments will not replace bargaining unit positions. If YouthCare converts a volunteer or an intern position to a regular position, the Union will be notified in writing before the position is posted per Section 5.1(a) Job Posting.

**Section 10.7 NO DISPLACEMENT OF REGULAR EMPLOYEES** The Employer agrees that temporary, on-call and contract employees shall not be hired for the purpose of displacing regular full-time or part-time bargaining unit positions.

## ARTICLE 11

### TRAINING

**Section 11.1 TRAINING FOR TECHNOLOGY/SYSTEM CHANGES** In the event the technology used by the agency and required to perform bargaining unit jobs changes, the Employer will provide training, or access to training conducted by outside trainers, for employees to learn how to use the new technology to enable them to meet the qualifications of the job. The Employer will provide coverage and schedule the training at a time employees can participate.

**Section 11.2 TRAINING FOR REGULATION/LICENSURE CHANGES** The Employer agrees to pay for all staff training as needed to adequately perform job duties. If a job duty alters significantly because of changes imposed by regulation or licenser that require additional or new training, the Employer will offer in-service training at the Employer's expense related to the new requirements of the job and will ensure that training sessions are available to all employees in such positions. The Employer will provide coverage and schedule the training at a time employees can participate.

**Section 11.3 STAFF TRAINING** The Employer will provide newly hired and current staff with adequate training to be successful in their positions.–

New Employee Onboarding Trainings within 30 days of hire which includes:

- CPR/First Aid/Identifying Drug Overdose & Life Saving Interventions
- Bloodborne Pathogens (BBP)
- Confidentiality & Boundaries
- Incident reporting
- Mandated Reporting

New Employee Orientation will be offered at minimum on a quarterly basis and employees will be released from their normal shift to attend the first available New Employee Orientation, unless by mutual agreement. New Employee Orientation will include:

- Agency and Department overviews
- Agency Commitment to and model of Cultural Proficiency and Social Justice
- YouthCare's Emergency and Disaster Response Procedures and Protocols
- Sharps Training

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- Crisis Prevention Intervention/De-escalation/ Conflict Resolution
- Pest Management and Prevention (ex: bedbugs, scabies, lice)
- Drug and Contraband Policy

Employee Foundational Trainings will be offered at least every 60 days except if extended by mutual agreement with the Union to support new and current staff and will include:

- Responding to Sexual Exploitation and Trafficking of Youth
- Suicide Prevention and Safety Planning
- Milieu Management

After the first 90 days of employment, all employees will be provided the opportunity to participate in at least 32 hours of additional training in their first year and 32 hours each year thereafter. As part of onboarding and continuing education, opportunities to attend the most relevant trainings for a position will be communicated to the employee. These trainings can include:

- Adolescent Development
- Behavior management
- Drug and Contraband identification
- Motivational Interviewing
- Mental Health First Aid
- Strength Based Approach
- Trauma Informed Care
- Harm Reduction

Each year, the Employer shall budget funding to augment program training budgets to be used towards education for staff. Any external workshop, seminar, class, or other training must be pre-approved by the supervisor and Department Director. The employee shall be compensated at the usual rate of pay while attending any such educational opportunities.

**Section 11.4 TRAINING ACCESS** All staff will be notified of training opportunities applicable to their position and/or professional development. Upon notification of a training opportunity, staff may submit a request in writing to their supervisor to be released from their regular shift to attend. If the request is approved, the supervisor will arrange for coverage when needed. Requests will not be unreasonably denied. For swing and night shift staff, they may be released for part or all of the shift before or after a training they have been approved to attend during the day shift, at the discretion of the supervisor after consulting staff and attempting to reach mutual agreement. Staff who have been released from their regular duties to attend trainings are expected to attend the full training session and should notify their supervisor if they are unable to attend.

**Section 11.5 PROGRAM ORIENTATION** Prior to working in a program new to the employee, other than in emergency situations such as a natural disaster, they will be given a program orientation by a supervisor or department director or trained designee who mutually agrees and also has substantial experience in the program. The orientation will include an

overview of the program policies and contact information. Information about program census and any unique needs for youth in the program will be provided by staff as part of pass down.

Along with this orientation, employees beginning a permanent assignment should have one job shadowing session with an experienced staff member and another with a supervisor to be arranged during program operations, prior to working single staffed in a program.

**Section 11.6 JOB SHADOWING** Job shadowing is an opportunity for employees to explore other roles within the organization as well as strengthening internal partnerships. Where possible, and at management's discretion, the Employer will provide opportunities for job shadowing up to two (2) four (4)-hour sessions or the equivalent in a twelve (12) month period. Employees interested in job shadowing must contact their supervisor to make arrangements.

## ARTICLE 12

### **HOURS OF WORK**

**Section 12.1 FAIR LABOR STANDARDS ACT STATUS** The Employer and the Union agree that exempt and non-exempt status for employees covered under this Agreement will be determined in compliance with the Fair Labor Standards Act and Washington Minimum Wage Act.

**Section 12.2 NON-EXEMPT EMPLOYEES (HOURLY)** A non-exempt employee is an employee who is paid on an hourly basis and is covered by the provisions of the Fair Labor Standards Act and Seattle Minimum Wage Ordinance/Washington Minimum Wage Act. Non-exempt employees will receive extra pay for overtime work as legally required.

**Section 12.3(a) SCHEDULES & SCHEDULE CHANGES FOR FULL & PART TIME EMPLOYEES** Hours of work of non-exempt employees are determined by the Employer based on program, client and other business needs. At the time of hire the Employer will designate the number of hours per week, start time and end time, and days of the week the employee will be scheduled including mandatory meetings. The Employer will give employees at least thirty (30) days advance notice for Employer initiated schedule changes unless otherwise mutually agreed to.

**Section 12.3(b) FLEXIBLE SCHEDULE** When consistent with the job responsibilities and program, client and other business needs, and approved in advance in writing by the employee's supervisor, an employee's hours may be flexed within a workweek to allow for variations in work, scheduling longer hours on a work day and shorter hours on another work day, keeping that work week's hours to forty (40) unless overtime has been approved, or changing scheduled days off in advance of the work week. This flexibility may be requested or approved on a one time or an ongoing basis. If the employee has been working a flexible schedule on a regular ongoing basis, the employee will be given thirty (30) days' notice and a written explanation prior to being required to change to a fixed schedule, unless mutually agreed or when the change is due to a government mandate or other emergency, such as a natural disaster or national emergency. Flexed schedules do not result in Report Pay.

**Section 12.3(c) ON-CALL SCHEDULING** On-call employees sign up for shifts through the



agency provided scheduling program. To the extent shifts are available, on-call employees are expected to work at least one shift per month. Once they select a shift, they receive a confirmation email, and that shift will not be changed within ten (10) days of the start of the shift except by mutual agreement. When a need arises to cover a shift last minute, the manager may reach out by phone, email or text to on-call employees to ask if they may be able to fill the shift, and if they agree, the manager will follow up with an email confirmation after which the shift will not be changed except by mutual agreement.

**Section 12.4(a) OVERTIME** Non-exempt employees shall earn overtime pay at a rate of one and one-half (1 ½) times hours worked in excess of forty (40) hours a week. Time paid but not worked will not count as time worked in determining and calculating overtime.

**Section 12.4(b) OVERTIME APPROVAL** Except in emergency situations involving risk of harm to the employee, clients, guests or facilities, before working overtime non-exempt employees must obtain approval in advance, by the supervisor or designee. Approval may be communicated either in writing (including via email) or, when that is not feasible, verbally. The employee must record all time worked accurately on the employee's timesheet. Failure to obtain advance approval for overtime or to record hours worked accurately may result in disciplinary action but all overtime worked shall be paid.

**Section 12.4(c) OVERTIME ROTATION** In programs employing more than one employee, overtime shall be distributed as equally as practicable among employees generally responsible and qualified to perform the work and interested in working overtime.

**Section 12.4(d) SCHEDULE CHANGES TO AVOID OVERTIME** Employees will not be required to change their schedule to avoid overtime but may do so by mutual agreement.

**Section 12.5 TELEPHONE CONSULTATION** Bargaining unit employees are not normally to be called for consultation away from work outside their work hours. When an employee is contacted by a work site at the direction of a supervisor for consultation about a work matter by telephone, they are not required to answer. If they do answer, the time for the consultation is paid at the regular rate and the employee shall receive a minimum of fifteen (15) minutes' pay. If an employee is contacted via text for consultation about a subject requiring some discussion and which should qualify for pay under this section, they can respond asking for a phone call instead. This does not apply to brief incidental communications for things such as confirming schedules, locating lost program items, or other matters unrelated to the delivery of services to clients.

**Section 12.6 REPORT PAY** Report pay covers situations where employees are required to return to work on a day they already worked and went home, report to work on scheduled days off, or report to work on a scheduled day and are then sent home at the employer's request for reasons other than illness or disciplinary matters. Employees called to work shall receive a minimum of three (3) hours' pay. Report pay is not affected by an employee's use of sick/vacation leave. Report pay is not involved in situations involving flexible scheduling as provided in Section 12.3(b) (Flexible Schedule), nor does it apply to standby employees (employees such as crisis response positions or Safe Place staff whose regular duties require them to commute back and forth from the worksite).

**Section 12.7 MEAL PERIOD** Except where an employee has agreed to a meal waiver, meal periods shall be thirty (30) minutes in duration. Employees who work more than five (5) hours in a shift must be allowed to take their meal period no less than two (2) nor more than five (5) hours after the start of their shift with the specific time to be determined by the employee's supervisor. Meal periods are unpaid except if the employee is required to remain on duty or on call onsite during the meal period, in which case the employee will have a paid 30-minute meal period during their shift. Employees who are required to work or remain on duty during a meal break are still entitled to thirty (30) total minutes of meal time excluding interruptions.

Employees working more than three (3) hours beyond their scheduled shift are entitled to additional meal periods. Additional 30-minute meal periods must be given within five (5) hours from the end of the first meal period and for each additional five (5) hours worked. No employee shall be required to work more than five (5) consecutive hours without a meal period.

**Section 12.8 REST PERIOD/BREAK** Daily rest periods/breaks totaling fifteen (15) minutes shall be allowed for each four (4) consecutive hours of working time and started no later than the third hour. Employees must take rest periods/breaks as the nature of the work allows and/or as scheduled and mutually agreed upon. Rest periods/breaks are paid and may not be waived. While employees may be required to remain on site in some programs in case of an emergency, they shall be free from duties during their rest periods/breaks.

**Section 12.9 CHESTFEEDING REST PERIOD/BREAK & SPACE** Chestfeeding employees will be given reasonable break time to express milk or chestfeed for two (2) years after the child's birth in a private, convenient, sanitary, safe-space other than a bathroom. If the location does not have a private space, the Employer will work with the employee to identify a convenient location.

**Section 12.10 MEAL PAY** An employee who is required by the Employer to work more than three (3) hours unscheduled beyond the end of their regular shift shall be provided with a meal or reimbursed up to twenty dollar (\$20) for purchasing a meal, with appropriate receipt documentation. Staff whose work extends into the graveyard shift are not required to obtain supervisor approval for meal pay. For all other staff, when meals are available on site, employees must obtain supervisor approval prior to purchasing a meal for reimbursement or at agency expense. Approval will not be unreasonably denied or delayed longer than thirty (30) minutes from the employee's request; provided that it shall not be unreasonable to deny a request to purchase a meal when a meal is provided on site and the employee has no specific dietary restrictions that would preclude them from eating the meal provided. Overtime planned a day or more in advance does not qualify for meal pay.

**Section 12.11 COVERAGE FOR COMMITTEE PARTICIPATION** YouthCare convenes several committees with employee participation in order to support equity of access and YouthCare's value of including staff voices in decision making. Employees wishing to participate must notify their supervisor. Participation in committees must be approved in advance by the supervisor and will be based on agency and program needs and aligned with YouthCare's values of equity and inclusion. Where committee participation has been approved, the supervisor will work in good faith with the employee to arrange coverage for the employee's attendance at scheduled committee meetings, but attendance will be subject to

change if necessary to meet unexpected program or client needs. If an employee is unable to attend their committee assignment due to unexpected program or client needs two consecutive times, their supervisor will work with the employee to create opportunities for them to attend future meetings.

**Section 12.12 SHIFT CHANGES** When a position associated with a certain shift is vacated, the supervisor will notify and offer the vacated shift in writing to employees who meet or could meet all qualifications in the same position. Employees in the program who meet or are able to meet all qualifications within fourteen (14) days of being notified will be offered the role in order of seniority.

**Section 12.13 REST BETWEEN SHIFTS** The employer shall provide no less than ten (10) hours off between scheduled shifts, unless mutually agreed with the employee. An employee who has agreed to a schedule with less hours between shifts may withdraw their agreement with thirty (30) days' notice. The employer will make every effort to provide at least twelve (12) hours between shifts whenever possible.

## ARTICLE 13

### **INSURANCE AND OTHER BENEFITS**

**Section 13.1 HEALTH COVERAGE** Regular employees working at least twenty (20) hours per week will be eligible to join the health and dental plans offered by the Employer. Such benefits commence on the 90<sup>th</sup> day of employment.

- A. Medical & Vision Coverage.** The Employer will pay the total medical and vision insurance premium for regular full-time and regular part-time employees, who select an HMO Benefit Plan. Any other benefit plan selection will incur an employee cost. The premium costs are updated and shared during the annual Open Enrollment Benefit period. Any changes in employee premium costs, beginning for the 2024 benefit year, will be negotiated with the Union. Employees may choose to elect medical and vision coverage for spouses, state-registered domestic partners, and dependents at their own expense when they become eligible for the agency's insurance. Such costs will be paid through pre-tax payroll deduction.
- B. Dental Coverage.** The Employer will pay the total dental insurance premium for a regular full-time employee and regular part-time employees. Employees may choose to elect dental coverage for spouses, state-registered domestic partners, and dependents at their own expense when they become eligible for the agency's insurance. Such costs will be paid through pre-tax payroll deduction.
- C. Negotiated Impact.** The Employer agrees to notify the Union as soon as practicable if they become aware of any possible change in insurance carrier or premium cost and to negotiate the impact of such changes.

**Section 13.2 FLEXIBLE SPENDING ACCOUNT** The Employer shall provide a pre-tax Flexible Spending Account Plan for eligible employees covered by this agreement. The following benefits will be provided under the plan:

- A. Health Flexible Spending Arrangements (FSA): Also known as “Medical Reimbursement Plan.”
- B. Dependent care assistance program (DCAP): Also known as “Dependent Day Care Flexible Spending Account.”

Beginning in October 2023, the Employer will contribute \$50.00 for each \$500 payroll deduction contributed by the employee up to the maximum federally allowed annual benefit amount.

**Section 13.3 SHORT-TERM DISABILITY INSURANCE** The Employer will provide short-term disability insurance coverage for eligible employees, and will pay one hundred percent (100%) of the employee’s premium.

**Section 13.4 LONG-TERM DISABILITY INSURANCE** The Employer will provide long-term disability insurance coverage for eligible employees, and will pay one hundred percent (100%) of the employee’s premium. Employees on industrial or non-industrial disability may apply. Upon the employee’s written request, accrued health-related or vacation pay may be used to supplement Long Term Disability Program benefits in an amount equal to the difference between the compensation to which the employee is entitled under the Long-Term Disability Program and the employee’s regular base wage.

**Section 13.5 LIFE & AD&D INSURANCE** The Employer will provide a limited life insurance and accidental death and dismemberment policy for eligible employees, and will pay one hundred percent (100%) of the premium. The dollar amount of the coverage shall be equal to the eligible employee’s annual salary.

**Section 13.6 WORKERS COMPENSATION** All employees shall be covered under the Washington State Industrial Insurance Act, which provides benefits for employees for on the job injuries or illness.

**Section 13.7 EMPLOYEE ASSISTANCE PROGRAM** All employees and their eligible family members are eligible to use the Employee Assistance Program (EAP). The Employer will pay the full cost of the EAP program for eligible employees and eligible family members for the duration of the contract.

**Section 13.8(a) RETIREMENT** In benefit year 2022-2023, the Employer shall match contributions of up to four percent (4%) of each participant’s gross pay into the Employer’s 401(k) Retirement Plan after one-year of service. The Employer shall submit contributions to the employee account once a month. Employees can elect to contribute up to the legal annual limit to the plan, and the contribution will not be subject to the federal income tax.

**Section 13.8(b) RETIREMENT NEGOTIATION** Section 13.8(a) will reopen for negotiation in February 2023.

## ARTICLE 14

### **SALARY SCHEDULE AND COMPENSATION**

**Section 14.1 BASE HOURLY WAGES** Upon ratification, base hourly wages for employees in the bargaining unit shall be all be increased by \$0.50 per hour. See attached Appendix “A.”

**Section 14.2 STEP PROGRESSION/PROMOTIONS** Bargaining unit employees shall advance (1) step on the wage scale on first full pay period of the month following the employee’s annual anniversary date of working in the bargaining unit. Each step is equivalent to a two percent (2%) increase to their rate of pay.

Any bargaining unit employee whose wages are higher than the highest step on the wage scale shall receive on the first full pay period following the employee’s annual anniversary date of working in the bargaining unit in lieu of a step increase, a two percent (2%) increase to their rate of pay.

An employee promoted to a higher bargaining unit position shall be placed at the same increment step in the new position as that held by the employee in their former position and receive such pay rate immediately.

**Section 14.3(a) PLACEMENT OF CURRENT EMPLOYEES ON THE SCALE AT RATIFICATION** Current employees will be placed on the wage scale on the date of ratification at the closest rate to their current rate of pay, rounding up.

**Section 14.3(b) PLACEMENT OF CURRENT ON-CALL EMPLOYEES ON THE SCALE AT RATIFICATION** Current on-call employees will be placed on the wage scale on the date of ratification at the closest rate to their current rate of pay, rounding up, and then moved up one step for every year of service where the employee has met the minimum requirements for on-call workers.

**Section 14.4(a) WAGE INCREASES** Effective January 1, 2023, a general wage increase of three percent (3%) will be applied to all bargaining unit employee’s rate of pay and to the wage scale.

**Section 14.4(b) NEGOTIATION OF WAGE INCREASES** In July 2023, Section 14.4(a) Wage Increases will be opened to negotiate wages for January 1, 2024. In July 2024, Section 14.4(a) Wage Increases will be opened to negotiate wages for January 1, 2025.

**Section 14.5 NEW HIRE CREDIT FOR EXPERIENCE** New hires will receive one year of credit for every two years of verifiable experience performing comparable duties, responsibilities, and skills consistent with the position requirements when determining placement on the wage scale.

**Section 14.6 INTERNAL EQUITY** If a new bargaining unit employee is hired into a pay step which is greater than the base except in accordance with Section 14.5 New Hire Credit For Experience, the Union shall be notified on a quarterly basis of any discrepancies. The pay range for the entire job classification will be adjusted to reflect the placement of the new hire as

the base, and all employees in the job classification will be adjusted accordingly in the next agency budget cycle. Employees in the impacted classification will receive retroactive pay to the date the employee was hired into the higher pay step.

**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. Recouping of overages is limited to overages detected within the ninety (90) day period. Employees will have a reasonable period of time to repay any overages. The Employer will notify the employee prior to making any deductions authorized under this Section.

**Section 14.8 ORCA BUSINESS PASSPORT** Starting January 1, 2023, the Employer will offer a subsidized Orca Business Passport for all employees. The employee cost share will be \$16 per month, which will be deducted from paychecks of employees who elect to receive an Orca Business Passport.

**Section 14.9 PARKING TICKETS INCURRED WHILE COMPLETING JOB DUTIES** The Employer will evaluate parking infractions on a case-by-case basis when an employee performs work duties that prohibit or restrict the employee's timely return to a vehicle legally parked, resulting in a parking ticket. The Employer will pay the fine for any parking infraction that an employee can demonstrate was work-related and unavoidable.

**Section 14.10 MILEAGE & PARKING REIMBURSEMENT** Employees will be reimbursed at the federal mileage reimbursement rate for travel to carry out work assignments. Employees will also be reimbursed for parking fees to carry out work assignments that are off site from their regular location. For reimbursement, employees should complete the mileage reimbursement form and submit it with any parking receipts to their supervisor. Employees will be reimbursed in a timely manner.

**Section 14.11 AUTO INSURANCE & CLIENT TRANSPORTATION** Employees are not required and should not transport clients using their personal vehicle. Employees using their personal vehicle to transport themselves for work are required to have personal auto insurance that meets the minimums required by the State of Washington. If YouthCare requires auto insurance beyond the state minimums, they will reimburse employees for the additional premiums. For transportation of clients, agency vehicles are available for agency-approved drivers or hired rideshare such as Uber or Lyft may be used with supervisor approval.

**Section 14.12 PAY IN LIEU OF BENEFITS** On-call employees shall receive an additional one dollar and seventy-five cents (\$1.75) per hour for all compensable hours in lieu of healthcare benefits.

**Section 14.13 BILINGUAL PAY DIFFERENTIAL** Employees hired for positions where the job description requires bilingual skills shall receive an additional two dollar (\$2.00) per hour differential for all compensable hours.

**Section 14.14 SWING SHIFT DIFFERENTIAL** Employees working swing hours (4:00pm-12:00am) or receiving holiday or paid leave for a shift during swing hours shall be paid twenty-five cents (\$0.25) per hour in addition to their straight-time hourly rate of pay.

**Section 14.15 OVERNIGHT SHIFT DIFFERENTIAL** Employees working overnight hours 12:00am-8:00am or receiving holiday or paid leave for a shift during night hours shall be paid seventy-five cents (\$0.75) per hour in addition to their straight-time hourly rate of pay.

**Section 14.16 WORK IN A HIGHER CLASSIFICATION** Any employee who is required by the Employer to spend at least thirty percent (30%) of their time on the duties of a higher classification for five (5) or more consecutive workdays will be paid at their position's next step or at the base pay rate for the higher level position, whichever is greater. The employee will be compensated at the higher rate for all hours worked beginning on the first day of work in the higher classification.

**Section 14.17 NEW SALARY RANGES** New salary ranges created for current or new Union positions during the term of the Agreement will be subject to negotiations with the Union.

**Section 14.18 AGENCY END-OF-YEAR HOLIDAY BONUS** Bargaining unit employees will receive the same agency end-of-year holiday bonus as non-represented employees.

**Section 14.19 WORKLOAD** The Employer and Union share the value of maintaining workloads at a level consistent with providing quality services and maintaining employee well-being. Should circumstances require an increase of workload, when possible, ten business days advanced notice will be given and discussion with relevant staff will occur to explain the situation and explore alternative solutions. If an employee experiences a significant increase in workload due to vacant position(s) that continues for more than two weeks, they may request a meeting with their supervisor or designee and Union Representative to discuss the impact of the vacancies and solutions until the vacancies are filled.

**Section 14.20 MANAGEMENT REPORTING OF COMPENSATION** Annually, the Employer shall provide the current salary range of all executive management roles.

**Section 14.21 PAY FOR BARGAINING TEAM MEMBERS** The Employer will grant leave with pay for up to five (5) employees for the purpose of attending bargaining meetings on behalf of the Union for the duration of such meetings. The Union may choose to have an additional five (5) employees attend bargaining meetings, paid for at the Union expense. An employee may request to be excused from a regularly scheduled shift that falls on the same day as a Bargaining Meeting but does not conflict with the actual meeting time (typically, a swing or night shift that immediately follows or precedes a Bargaining Meeting). Advance notice, when available, of fourteen (14) calendar days or more to the supervisor is requested so the supervisor can ensure adequate coverage.

## **ARTICLE 15**

### **NON-DISCRIMINATION**

**Section 15.1 UNION ACTIVITY** The Employer agrees not to discriminate against an employee because of activity as a member of the Office and Professional Employees International Union Local No. 8.

**Section 15.2 ANTI-DISCRIMINATION AND EQUAL PAY** The Union and Employer agree not to illegally discriminate including in matters of hiring, training, promotion, transfer, layoff or discharge because of race, color, creed, gender, gender identity, national origin, age, sexual orientation, genetic information, religion, ancestry, marital status, parental status, chestfeeding in a public place, political ideology, including affiliation or activity, education, active military service, veteran status, previous interactions with the criminal legal system not impacting client safety, use of a service animal or the presence of a sensory, mental or physical disability subject to occupational requirements and the ability to perform the job, and to comply fully with all applicable local, state and federal laws and Executive Orders prohibiting discrimination in employment or requiring equal pay for equal work. This section is not intended to create contractual obligations that go beyond what is required by law.

**Section 15.3 RESPECT** All parties agree that all employees shall be treated with respect and shall work in an environment free from harassment.

**Section 15.4 RACE EQUITY COMMITMENT** YouthCare is dedicated to learning, growing, and strengthening our agency's commitment to race equity, embracing diversity, creating an inclusive and welcoming workplace, and providing equitable access to opportunities. To further these efforts, the agency will engage staff in collaborative opportunities such as committees, projects and initiatives, and staff development. Any standing committees that are established related to equity, diversity, and inclusion will include at least two (2) Union Employee representatives.

At least one race equity committee shall be established consisting of an equal number of Employer and Union Employee representatives to meet regularly at a mutually agreed upon time and location to develop improvements around race equity at YouthCare. Meetings can be arranged at the discretion of the committee members in consultation with the Diversity, Equity and Inclusion Director. This committee will regularly present their recommendations to the Executive Team.

## ARTICLE 16

### **SEPARABILITY**

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 virtue of the above declaration of any court of competent jurisdiction or through government regulations or decrees, such provisions shall be superseded by the appropriate provision of such law or regulation, so long as same is in force or effect; but all other provisions of this Agreement not declared invalid shall remain in full force and effect. The Employer and the Union agree that conditions of employment shall be consistent with all applicable municipal, state and federal laws.



## ARTICLE 17

### SUCCESSORS

The Union and the Employer shall meet to negotiate the effects of any potential sale, merger, consolidation, lease, franchise or by any other means, agreement with another firm or individual which, in whole or in part, affects the existing appropriate collective bargaining unit of YouthCare. The Employer will inform the potential successor of the existence of this agreement and encourage the successor to hire the current bargaining unit staff and to be bound by each and every provision of this agreement until the successor employer and the Union negotiate to modify the terms of the agreement. None of the above shall constitute an encumbrance or restriction on negotiations with a successor or any final sale.

## ARTICLE 18

### GRIEVANCE PROCEDURE

**Section 18.1(a) GRIEVANCE DEFINED** A grievance shall be defined as a dispute or disagreement between the Employer and the Union, on its own behalf or on behalf of an employee or group of employees, over an alleged violation, misinterpretation or misapplication of a specific provision of this agreement. A grievance shall be processed as set forth below, provided that the time limits may be waived by mutual agreement of the parties.

**Section 18.1(b) INFORMAL RESOLUTION** Both parties shall make a reasonable effort to settle their disputes before written submission of a grievance. This Grievance Procedure does not preclude employees from attempting to resolve a dispute or complaint prior to the filing of a formal grievance. In instances where a grievance is filed, it is the intent of both parties that grievances shall be resolved at the lowest possible step.

**Section 18.2(a) REPRESENTATION** Nothing herein shall prevent an employee from seeking assistance from the Union or the Union from furnishing such assistance at any stage of the grievance procedure. The employee may request a Shop Steward of their choice to attend their grievance meetings at all levels as a support person on paid time in addition to the Union Representative.

**Section 18.2(b) SUBMISSION OF GRIEVANCES AND RESPONSES** All grievances, responses and requests for arbitration must be submitted to the Employer's Human Resources Office by the Union via hard copy and/or electronic mail. Employer responses will be submitted to the Union's business office by any of the means listed above.

### **Section 18.3 GRIEVANCE PROCEDURE**

**Step 1.** An employee and/or Union Representative who has a grievance shall submit it to the immediate supervisor and/or the program manager as the employee and/or Union deems appropriate with a copy to Employer's Human Resources Office within fourteen (14) calendar days of the date when the employee knew of or should have known of the occurrence on which the grievance is based. If the employee is provided clear written notice of an adverse action that will be effective at a later date,

the time for filing a grievance shall commence from the date the employee receives such notice. The written grievance shall set forth the nature of the grievance, the facts on which it is based, the specific provision allegedly violated, and the remedy requested. A grievance meeting shall be held within fourteen (14) calendar days of the supervisor's receipt of the grievance, or such other date as is mutually agreed to by the Employer and the Union, and the supervisor will submit a written grievance decision within fourteen (14) calendar days of the meeting.

- Step 2.** If the grievance was not settled at Step 1 it may be advanced by the Union to the member of Employer's Executive Team overseeing the employee's area of responsibility with a copy to the Employer's Human Resources Office within fourteen (14) calendar days of receipt of the Step 1 decision. A grievance meeting shall be held within fourteen (14) calendar days of receipt of the grievance, or such other date as is mutually agreed to by the Employer and the Union, and a written grievance decision will be given within fourteen (14) calendar days of the meeting.
- Step 3.** If the grievance was not settled at Step 2 it may be advanced by the Union to the President & CEO or designee within fourteen (14) calendar days of receipt of the Step 2 decision. A grievance meeting shall be held within fourteen (14) calendar days of receipt of the grievance and a written grievance decision will be given within fourteen (14) calendar days of the meeting.
- Step 4. Mediation/Arbitration Procedure.** In the event the grievance remains unresolved, either party may submit the matter for arbitration or by mutual agreement, request mediation through Federal Mediation Conciliation Services. Such notification must be sent within fourteen (14) calendar days of receiving the decision of the Step 3 grievance or the Union's request for mediation to the President & CEO. The party that requests arbitration must notify the other party in writing by registered or certified mail. Submission of a case to arbitration shall be based solely on the issues cited through Step 3 of the grievance process.

If the grievance is not settled in accordance with the foregoing procedure, the Union or Employer may refer the grievance to arbitration within fourteen (14) calendar days after receipt of the Employer's answer to Step 3. If the request for arbitration is not filed by the Union Representative within fourteen (14) calendar days, the Union waives the right to pursue the grievance through the arbitration procedure. The Employer and the Union shall attempt to select a sole arbitrator by mutual agreement. In the event the parties are unable to agree upon an arbitrator, either party may request the Federal Mediation & Conciliation Service to submit a panel of nine (9) local arbitrators. The Employer and Union shall alternately strike names of arbitrators until one arbitrator's name is left who shall be arbitrator. The order of striking names shall be determined by the flip of a coin. The arbitrator shall be notified of their selection by a joint letter from the Employer and the Union requesting that they set a time and a place subject to the availability of the Employer and Union representatives. The arbitrator shall have no right to amend, modify, ignore, add to, or subtract from the provisions of this agreement or to decide any issues other than those raised through Step 3 of the grievance process. The arbitrator shall consider and decide only the specific issue submitted in writing by the Employer and the Union

and shall have no authority to make a decision on any other issue not submitted. The arbitrator shall submit their decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision shall be based solely upon the arbitrator's interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. Decisions of the arbitrator shall be subject to and in accordance with the provisions of existing laws, including the courts and NLRB decisions, and applicable executive or administrative orders and/or regulations. The decision of the arbitrator shall be final and binding. The expenses and fees of the arbitrator and the cost, if any, for the hearing room will be shared equally by the Employer and the Union. Each party shall be responsible for compensating its own representatives, attorneys, subject matter experts and all other costs related to the development and presentation of their case.

**Section 18.4** All time limits set forth herein must be strictly observed unless agreed to otherwise in writing by both parties. Time limits within the grievance process may be waived or extended by mutual agreement of the parties, and reasonable extensions of timelines shall not be denied. If either party fails to meet the timelines set up in this process, the grievance shall proceed to the next step of the grievance process. The first day of a timeline under this article is the day of the event or the day the employee or Union knew or reasonably should have known of the events giving rise to the grievance. In the event a time limit under this Article ends on a weekend day or holiday, the deadline will automatically be extended to the following business day. Submissions will be considered timely under this Article if they are received by 5:00 p.m. PST on the last day called for under an applicable time limit.

**Section 18.5** The Employer and the Union agree to make available to the other such requested, relevant data as each may deem necessary for the examination of all circumstances surrounding the grievance being arbitrated. The arbitrator shall be empowered to effect compliance with this provision by requiring the production of documents and other evidence.

## ARTICLE 19

### PICKET LINES

**Section 19.1 UNINTERRUPTED CLIENT CARE** The Union and the Employer subscribe to the principle that differences should ideally be resolved without the interruption of the work of the agency. During the term of this Agreement, the Union and its members will not take part in the following actions at YouthCare: strike, sympathy strike, picketing during an employee's scheduled work hours, or slowdown or stoppage of work. In the event of an unsanctioned strike, sympathy strike, picketing during an employee's scheduled work hours, slowdown or stoppage of work, the Union and its officers will make a good faith effort to resolve it. The Employer agrees there shall be no form of lockout during the term of this agreement.

**Section 19.2 PICKET LINES** It is further understood and agreed that refusal by any bargaining unit employee, covered by this Agreement, to go through a primary picket line sanctioned by the AFL-CIO, shall not constitute a violation of this Agreement, nor shall such refusal by an employee be cause for discharge or disciplinary action of any kind; provided that

the primary picket line is lawful and the employee(s) refusal does not disrupt client welfare so significantly as to clearly outweigh the striker's right to honor a protected primary picket line.

## ARTICLE 20

### HEALTH AND SAFETY

**Section 20.1 GENERAL** The Employer retains exclusive overall responsibility for workplace health and safety and agrees to provide a safe and healthful work environment for all employees and further agrees to work in good faith to ensure optimum working conditions including an environment free from race or gender based violence, intimidation and/or harassment. The Employer further agrees to comply with all applicable health and safety laws and regulations including those related to workplace sanitation, ventilation, cleanliness, light, noise levels, and health and safety in general. Employees are responsible for complying with Employer's safety standards and for reporting unsafe working conditions to their immediate supervisor in writing. The Employer will respond promptly to the employee to address the issue.

**Section 20.2 SAFETY COMMITTEE** A Safety Committee shall be established consisting of one representative from each department, including at least five (5) Union Employee representatives and an equal or fewer number of Employer representatives, at Employer's discretion. The Safety Committee shall meet at least quarterly at a mutually agreed upon time and location or via video conferencing to review safety issues and accident investigations and recommend improvements in accordance with applicable laws and regulations. Union employees from each of the departments who have completed their introductory period, can self-nominate to serve on the committee and an election will be held. The Employer will provide union employees serving on the committee safety related trainings and the employees serving on the committee are expected to attend such trainings. If there is a Union employee-elected member vacancy, a new member must be elected prior to the next scheduled meeting. Three (3) Employer and three (3) Union Employee representatives in attendance will constitute a quorum. Either party can request to meet in addition to the quarterly meetings.

**Section 20.3 ACCOMMODATION** The Employer will make reasonable efforts to accommodate the needs of employees who can demonstrate that health problems are caused or aggravated by work related assignments or by substances the employee is necessarily exposed to in the workplace. To request accommodation, employees should contact Human Resources. Requests for accommodation or extensions will be responded to within one week and approved in a timely manner for an appropriate duration. Human Resources will provide the employee with information to request an extension when needed.

**Section 20.4 INFECTIOUS DISEASES** Employees will be allowed to receive testing and/or inoculations for tuberculosis, hepatitis or other communicable diseases on work time, provided there is a verifiable business reason for receiving inoculations. The Employer will follow CDC, DOH and/or local public health guidelines, as they relate to testing results and contact tracing. Employees should practice universal precautions at all times in accordance with Employer's procedures.

**Section 20.5 ON THE JOB INJURIES** When an employee is injured on the job, the

employee will be paid for the balance of the work day, which will not be changed as sick leave. Upon the employee's written request, health related leave or mental health leave may be used to supplement the industrial insurance benefits in the amount equal to the difference between the compensation to which the person is entitled under the Industrial Insurance Act and regular YouthCare net pay. Any accrued vacation may be used in a like manner after accrued health related leave is exhausted. Employees who are temporarily disabled and are being compensated through industrial insurance are entitled to continue to receive the normal health benefits and life, Long-Term Disability, Short-Term disability and Accidental Death & Dismemberment insurance and 401k contributions. Employees receiving industrial insurance may also be eligible for benefits under the YouthCare Long Term Disability benefit plan.

**Section 20.6 INFESTATIONS** The Employer will inform staff about best practices for preventing and dealing with infestations. Employees are responsible for reporting any suspected infestation promptly and for complying with established practices. The Employer will notify all staff who may have been exposed when they learn of an infestation at a worksite. If an employee's residence becomes infested due to an on the job exposure, the Employer will arrange and pay for extermination services at employee's residence and will reimburse reasonable expenses incurred by employee related to the infestation up to a maximum of \$250, upon receipt of appropriate documentation. Employee's right to take paid or unpaid time off shall be governed by Employer's leave policies and applicable law.

**Section 20.7 INCLEMENT WEATHER** Inclement Weather protocols will go into effect in accordance with the following: on days when Seattle Public Schools are in session and at least two of the three following organizations are closed/on snow routes/suspended operations due to inclement weather: Seattle Public Schools, University of Washington, and King County Metro, or as needed due to weather. On days when Seattle Public Schools are not in session, inclement weather protocols will go into effect when King County Metro is on snow routes, as warranted by weather and road conditions. Management will send an all-staff email, update the main office phone line and payroll system to communicate that inclement weather protocols are in effect. When possible, this communication will be sent by 6:30 am on the Inclement Weather day. Employees who are authorized by their supervisor to work from home will be paid at their regular rate of pay. If a work site is closed, employees do not have the option to come to the site and work, regardless of their geographic location or ability to safely travel. If a location is closed and an employee is told not to report for work on location or remotely, the employee will receive normal pay for the shift they were scheduled to work. Employees who report to work on site will receive time and a half (1½) of their regular rate of pay for hours worked. In cases where employees are working overtime, they will be paid two (2) times their regular rate of pay. Those already on site will receive time and a half (1½) for that shift. In situations where an employee needs to rest between shifts and is unable to travel home safely, the Employer will provide lodging. If an employee is unable to safely travel to work due to weather conditions, or if the employee is unable to work in order to care for children whose schools or childcare are closed due to inclement weather, they may use accrued paid time off or unpaid leave and should immediately notify their supervisor. Employees who have questions about whether they are required to report to work during inclement weather are advised to contact their program director, manager, or supervisor for clarification.

## **ARTICLE 21**

### **LABOR MANAGEMENT COMMITTEE**

The Employer and the Union agree to establish a Labor Management Committee with equal number of Employer and Union representatives for the purpose of fostering communication, reviewing the administration of this agreement, and attempting to resolve other problems that may arise related to the implementation of this agreement. The purpose of these meetings is not generally to renegotiate the provisions of this agreement. Meetings will be scheduled at least quarterly during the term of this agreement at a mutually agreed upon time. The Committee may also meet at times other than its regular quarterly meetings with mutual agreement. Both parties shall submit an agenda of items they wish to discuss at least five (5) days prior to the scheduled meeting. Meetings will be scheduled for ninety (90) minutes unless mutually agreed upon in advance. Neither party shall have more than six (6) representatives, one of which may be a Union Representative, and there shall be a quorum of three (3) bargaining unit representatives and two (2) management representatives for the meeting to proceed. Appropriate subject matter resource persons may be in attendance at the meetings for a specific agenda item as required and/or requested, and as mutually agreed upon. Subject matter resource persons do not serve as committee members. Participation by committee members in the meetings will be considered time worked.

## **ARTICLE 22**

### **TERMINATION AND RENEWAL**

This Agreement shall be in full force and effect until the expiration date of October 31, 2025 and shall continue in effect from year to year thereafter unless either party gives notice, in writing, at least sixty (60) days prior to any expiration date of its desire to terminate or modify the Agreement.

COLLECTIVE BARGAINING AGREEMENT  
OPEIU LOCAL 8 – YOUTHCARE


EXECUTED at Seattle, Washington this 1st day of Nov. 2022.

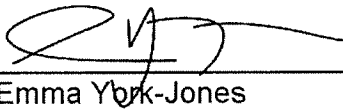
OFFICE AND PROFESSIONAL  
EMPLOYEES INTERNATIONAL  
UNION LOCAL NO. 8, AFL-CIO

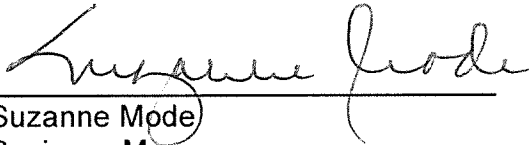
YOUTHCARE

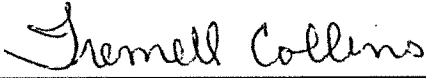
By   
Corinne Cosentino  
Organizing Director


By   
Degale Cooper  
Chief Executive Director

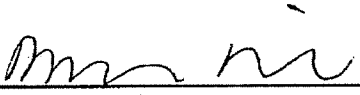
By   
Phoebe Feldsher  
Union Representative

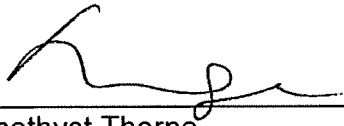
By   
Emma York-Jones  
Chief Program & Impact Officer

By   
Suzanne Mode  
Business Manager

By   
Tremell Collins  
Bargaining Committee

By   
Valerie Maganya  
Bargaining Committee

By   
Dorothy Pierce  
Bargaining Committee

By   
Amethyst Thorpe  
Bargaining Committee

**APPENDIX "A"**  
**Effective November 1, 2022**

<b>Job Title</b>	<b>Grade</b>	<b>Base</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	<b>Step 10</b>
Community Street Outreach Worker, Engagement Specialists, On-Calls/Relief Workers	Grade 1	\$20.57	\$20.98	\$21.40	\$21.83	\$22.27	\$22.71	\$23.17	\$23.63	\$24.10	\$24.58	\$25.07
Engagement Specialists - Casa-ORR	Grade 2	\$21.62	\$22.05	\$22.49	\$22.94	\$23.40	\$23.87	\$24.35	\$24.83	\$25.33	\$25.84	\$26.35
Workforce Instructor, Education Navigator, Classroom Instructors, Workforce Navigators, Employment & Education Navigator, Case Aides, Educational Aides - Casa-ORR, Medical Aide - Casa-ORR, Case Aides - Casa-ORR, Community Resource Coordinator	Grade 3	\$23.28	\$23.75	\$24.22	\$24.70	\$25.20	\$25.70	\$26.22	\$26.74	\$27.28	\$27.82	\$28.38
Case Managers (Programs), Housing Navigators, Outreach, Engagement Center, Transition, Family Engagement, Student Resource Navigators, Youth Resource Navigators, Community Advocates, Rapid Rehousing, IYHP, YouthBuild, Program Coordinator, Meal Coordinator, Program Coordinator - Casa-ORR, Client Success Navigator - YouthBuild and Maintenance Technician	Grade 4	\$23.93	\$24.41	\$24.90	\$25.39	\$25.90	\$26.42	\$26.95	\$27.49	\$28.04	\$28.60	\$29.17
Case Managers - Casa-ORR	Grade 5	\$26.00	\$26.52	\$27.05	\$27.59	\$28.14	\$28.71	\$29.28	\$29.87	\$30.46	\$31.07	\$31.69
Housing Triage, Employer Engagement Specialist, Community Resource Specialist, Data Analyst, Development Specialist	Grade 6	\$27.28	\$27.83	\$28.38	\$28.95	\$29.53	\$30.12	\$30.72	\$31.34	\$31.96	\$32.60	\$33.25
Construction - Trainer	Grade 7	\$29.34	\$29.93	\$30.53	\$31.14	\$31.76	\$32.39	\$33.04	\$33.70	\$34.38	\$35.06	\$35.77



**APPENDIX "A"**  
Effective January 1, 2023

<b>Job Title</b>	<b>Grade</b>	<b>Base</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	<b>Step 10</b>
Community Street Outreach Worker, Engagement Specialists, On-Calls/Relief Workers	Grade 1	\$21.19	\$21.61	\$22.04	\$22.48	\$22.93	\$23.39	\$23.86	\$24.34	\$24.82	\$25.32	\$25.83
Engagement Specialists - Casa-ORR	Grade 2	\$22.27	\$22.71	\$23.17	\$23.63	\$24.10	\$24.59	\$25.08	\$25.58	\$26.09	\$26.61	\$27.15
Workforce Instructor, Education Navigator, Classroom Instructors, Workforce Navigators, Employment & Education Navigator, Case Aides, Educational Aides - Casa-ORR, Medical Aide - Casa-ORR, Case Aides - Casa-ORR, Community Resource Coordinator	Grade 3	\$23.98	\$24.46	\$24.95	\$25.45	\$25.95	\$26.47	\$27.00	\$27.54	\$28.09	\$28.66	\$29.23
Case Managers (Programs), Housing Navigators, Outreach, Engagement Center, Transition, Family Engagement, Student Resource Navigators, Youth Resource Navigators, Community Advocates, Rapid Rehousing, IYHP, YouthBuild, Program Coordinator, Meal Coordinator, Program Coordinator - Casa-ORR, Client Success Navigator - YouthBuild and Maintenance Technician, Centralized Client Services Coordinator	Grade 4	\$24.65	\$25.14	\$25.64	\$26.16	\$26.68	\$27.21	\$27.76	\$28.31	\$28.88	\$29.46	\$30.05
Case Managers - Casa-ORR	Grade 5	\$26.78	\$27.32	\$27.86	\$28.42	\$28.99	\$29.57	\$30.16	\$30.76	\$31.38	\$32.00	\$32.64
Housing Triage, Employer Engagement Specialist, Community Resource Specialist, Data Analyst, Development Specialist	Grade 6	\$28.10	\$28.66	\$29.23	\$29.82	\$30.41	\$31.02	\$31.64	\$32.28	\$32.92	\$33.58	\$34.25
Construction - Trainer	Grade 7	\$30.22	\$30.82	\$31.44	\$32.07	\$32.71	\$33.37	\$34.03	\$34.71	\$35.41	\$36.12	\$36.84

**APPENDIX "A"**  
**Effective January 1, 2023 Revised 4/27/23**

<b>Job Title</b>	<b>Grade</b>	<b>Base</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	<b>Step 10</b>
Community Street Outreach Worker, Engagement Specialists, On-Calls/Relief Workers	Grade 1	\$21.19	\$21.61	\$22.04	\$22.48	\$22.93	\$23.39	\$23.86	\$24.34	\$24.82	\$25.32	\$25.83
Engagement Specialists - Casa-ORR	Grade 2	\$22.27	\$22.71	\$23.17	\$23.63	\$24.10	\$24.59	\$25.08	\$25.58	\$26.09	\$26.61	\$27.15
Workforce Instructor, Education Navigator, Classroom Instructors, Workforce Navigators, Employment & Education Navigator, Case Aides, Educational Aides - Casa-ORR, Medical Case Aide - Casa-ORR, Case Aides - Casa-ORR, Community Resource Coordinator, Development Coordinator, Communications Coordinator, CSTP Navigator	Grade 3	\$23.98	\$24.46	\$24.95	\$25.45	\$25.95	\$26.47	\$27.00	\$27.54	\$28.09	\$28.66	\$29.23
Case Managers (Programs), Housing Navigators, Outreach, Engagement Center, Transition, Family Engagement, Student Resource Navigators, Youth Resource Navigators, Community Advocates, Rapid Rehousing, IYHP, YouthBuild, Program Coordinator, Meal Coordinator, Program Coordinator - Casa-ORR, Client Success Navigator, Maintenance Technician, IT Help Desk Technician, Centralized Client Services Coordinator, Program Coordinator - CRE	Grade 4	\$24.65	\$25.14	\$25.64	\$26.16	\$26.68	\$27.21	\$27.76	\$28.31	\$28.88	\$29.46	\$30.05
Case Managers - Casa-ORR	Grade 5	\$26.78	\$27.32	\$27.86	\$28.42	\$28.99	\$29.57	\$30.16	\$30.76	\$31.38	\$32.00	\$32.64
Housing Triage, Employer Engagement Specialist, Community Resource Specialist, Development Specialist	Grade 6	\$28.10	\$28.66	\$29.23	\$29.82	\$30.41	\$31.02	\$31.64	\$32.28	\$32.92	\$33.58	\$34.25
Construction - Trainer, Data Analyst	Grade 7	\$30.22	\$30.82	\$31.44	\$32.07	\$32.71	\$33.37	\$34.03	\$34.71	\$35.41	\$36.12	\$36.84

**LETTER OF UNDERSTANDING  
BETWEEN  
YOUTHCARE  
AND  
OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 8**

YouthCare known as the “Employer,” and the Office and Professional Employees International Union, Local 8, known as the “Union,” hereby agree to the following:

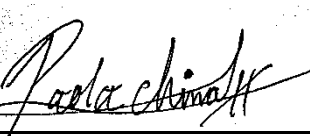
1. All bargaining unit members in the CASA Uno and CASA Dos programs who have transferred to an available position at Hope Center, Adolescent Shelter, UDYC, or Orion, as a result of the Office of Refugee and Resettlement (ORR) funding loss, as of April 16, 2023 will continue to receive their current pay, and bilingual differential (\$2.00/hour), through June 30<sup>th</sup>, 2023. Shift differentials and anniversary step increases will be honored based on Section 14.2, Section 14.14, and Section 14.15.
2. As of July 1st, the Employer and the Union agree to reopen this Letter of Understanding.
3. Bargaining unit members who are recalled or remain at CASA Uno or CASA Dos in a position Grade below their current Grade will receive the appropriate wage and Step for the position they are filling, and bilingual differential (\$2.00/hour), shift differentials will be honored based on Section 14.14 and Section 14.15. Employees will not lose seniority regardless of the position they fill.
4. All bargaining unit members eligible for a hiring bonus in the CASA Uno and CASA Dos programs impacted as a result of the ORR funding loss will receive the hiring bonus for which they were eligible prior to the loss of funding, as written in the agreed upon schedule at hire.
5. If YouthCare reopens the CASA Uno and/or CASA Dos program within the next twelve (12) months, those employees laid off and on the recall list will have first rights to return to those positions per Section 7.5, followed by employees who voluntarily transferred to a different position as a result of the loss of funding and closure.
6. The Employer will notify the Union as soon as they have applied for the next release of ORR funding. The parties agree to reopen this Letter of Understanding after the Employer has applied for the next release for ORR funding, or when new information is received regarding ORR funding.
7. This Letter of Understanding continues through December 31<sup>st</sup>, 2023 or the date mutually agreed upon in consecutive Letters of Understanding.

EXECUTED in Seattle, Washington this 2<sup>nd</sup> day of May 2023.

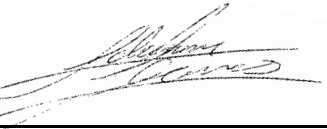
**OFFICE AND PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION LOCAL 8, AFL-CIO**

By  \_\_\_\_\_

Phoebe Feldsher  
Union Representative

By  \_\_\_\_\_

Paola Chimal  
Bargaining Committee

By  \_\_\_\_\_

Johann Flores Vasquez  
Bargaining Committee

By  \_\_\_\_\_

Chrystal Rodriguez  
Bargaining Committee

By  \_\_\_\_\_

Noe Ruiz  
Bargaining Committee

**YOUTHCARE**

By  \_\_\_\_\_

Travis Schumaker  
Chief People and Culture Officer

By  \_\_\_\_\_

Emma York-Jones  
Chief Program and Impact Officer

**LETTER OF UNDERSTANDING  
BETWEEN  
YOUTHCARE  
AND  
OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 8**

YouthCare known as the "Employer," and the Office and Professional Employees International Union, Local 8, known as the "Union," hereby agree to the following changes to our current Collective Bargaining Agreement effective November 1, 2022 through October 31, 2025:

**ARTICLE 13**

**INSURANCE AND OTHER BENEFITS**

**Section 13.8(a) RETIREMENT** Beginning January 1, 2024 the Employer shall match contributions up to four percent (4%) of each participant's gross pay into the Employer's 401(k) Retirement Plan after 90-days of service. The Employer shall submit contributions to the employee account once a month. Employees can elect to contribute up to the legal annual limit to the plan, and the contribution will not be subject to the federal income tax.

The Employer shall contribute three percent (3%) of each participant's gross pay into the employer's 401k retirement plan. Employees interest in Non-Elective Contribution Account will vest based on the Years of Vesting Service (defined below) in accordance with the following schedule:

One Year but less than Two Years:	0%
Two Years but less than Three Years:	50%
Three Years but less than Four Years:	100%

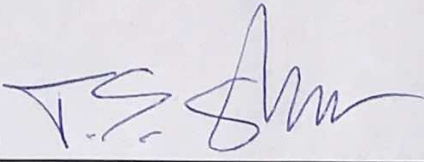
EXECUTED in Seattle, Washington this 6 day of June 2023.

**OFFICE AND PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION LOCAL 8, AFL-CIO**

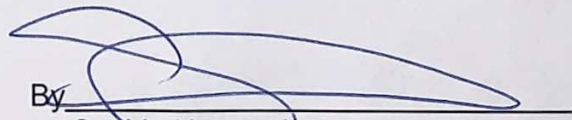
By 

Phoebe Feldsher  
Union Representative

**YOUTHCARE**

By 

Travis Shumaker  
Chief People and Culture Officer

By 

Sophia Hernandez  
Chief Financial Officer

**LETTER OF UNDERSTANDING  
BETWEEN  
YOUTHCARE  
AND  
OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 8**

YouthCare known as the "Employer," and the Office and Professional Employees International Union, Local 8, known as the "Union," hereby agree to the following:

**ARTICLE 14**

**SALARY SCHEDULE AND COMPENSATION**

**Section 14.4(c) WAGE INCREASES** Effective January 1, 2024 a general wage increase of two dollars and fifty cents (\$2.50) will be applied to all bargaining unit employee's rate of pay and to the wage scale.

EXECUTED in Seattle, Washington this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

**OFFICE AND PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION LOCAL 8, AFL-CIO**

**YOUTHCARE**



By \_\_\_\_\_  
Phoebe Feldsher  
Union Representative

By Travis Shumaker

By \_\_\_\_\_  
Travis Shumaker  
Chief People and Culture Officer

**APPENDIX "A"**  
Effective January 1, 2024

Job Title	Grade	Base	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Community Street Outreach Worker, Engagement Specialists, On-Calls/Relief Workers	Grade 1	\$23.69	\$24.16	\$24.65	\$25.14	\$25.64	\$26.16	\$26.68	\$27.21	\$27.76	\$28.31	\$28.88
Engagement Specialists - Casa-ORR	Grade 2	\$24.77	\$25.27	\$25.77	\$26.29	\$26.81	\$27.35	\$27.90	\$28.45	\$29.02	\$29.60	\$30.19
Workforce Instructor, Education Navigator, Classroom Instructors, Workforce Navigators, Employment & Education Navigator, Case Aides, Educational Aides - Casa-ORR, Medical Case Aide - Casa-ORR, Case Aides - Casa-ORR, Community Resource Coordinator, Development Coordinator, Communications Coordinator, CSTP Navigator	Grade 3	\$26.48	\$27.01	\$27.55	\$28.10	\$28.66	\$29.24	\$29.82	\$30.42	\$31.03	\$31.65	\$32.28
Case Managers (Programs), Housing Navigators, Outreach, Engagement Center, Transition, Family Engagement, Student Resource Navigators, Youth Resource Navigators, Community Advocates, Rapid Rehousing, IYHP, YouthBuild, Program Coordinator, Meal Coordinator, Program Coordinator - Casa-ORR, Client Success Navigator, Maintenance Technician, IT Help Desk Technician, Centralized Client Services Coordinator, Program Coordinator - CRE, Independent Life Skills Navigator	Grade 4	\$27.15	\$27.69	\$28.25	\$28.81	\$29.39	\$29.98	\$30.58	\$31.19	\$31.81	\$32.45	\$33.10
Case Managers - Casa-ORR	Grade 5	\$29.28	\$29.87	\$30.46	\$31.07	\$31.69	\$32.33	\$32.97	\$33.63	\$34.31	\$34.99	\$35.69
Housing Triage, Employer Engagement Specialist, Community Resource Specialist, Development Specialist, Community Engagement & Volunteer Specialist	Grade 6	\$30.60	\$31.21	\$31.84	\$32.47	\$33.12	\$33.78	\$34.46	\$35.15	\$35.85	\$36.57	\$37.30
Construction - Trainer, Data Analyst	Grade 7	\$32.72	\$33.37	\$34.04	\$34.72	\$35.42	\$36.13	\$36.85	\$37.58	\$38.34	\$39.10	\$39.89

**APPENDIX "A"**  
**Effective January 1, 2024 revised 2.01.24**

<b>Job Title</b>	<b>Grade</b>	<b>Base</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	<b>Step 10</b>
Community Street Outreach Worker, Engagement Specialists, On-Calls/Relief Workers	Grade 1	\$23.69	\$24.16	\$24.65	\$25.14	\$25.64	\$26.16	\$26.68	\$27.21	\$27.76	\$28.31	\$28.88
Engagement Specialists - Casa-ORR	Grade 2	\$24.77	\$25.27	\$25.77	\$26.29	\$26.81	\$27.35	\$27.90	\$28.45	\$29.02	\$29.60	\$30.19
Workforce Instructor, Education Navigator, Classroom Instructors, Workforce Navigators, Employment & Education Navigator, Case Aides, Educational Aides - Casa-ORR, Medical Case Aide - Casa-ORR, Case Aides - Casa-ORR, Community Resource Coordinator, Development Coordinator, Communications Coordinator, CSTP Navigator, Workforce Navigator - Engagement Centers, Shift Lead - Casa	Grade 3	\$26.48	\$27.01	\$27.55	\$28.10	\$28.66	\$29.24	\$29.82	\$30.42	\$31.03	\$31.65	\$32.28
Case Managers (Programs), Housing Navigators, Outreach, Engagement Center, Transition, Family Engagement, Student Resource Navigators, Youth Resource Navigators, Community Advocates, Rapid Rehousing, IYHP, YouthBuild, Program Coordinator, Meal Coordinator, Program Coordinator - Casa-ORR, Client Success Navigator, Maintenance Technician, IT Help Desk Technician, Centralized Client Services Coordinator, Program Coordinator - CRE, Independent Life Skills Navigator, Program Coordinator - PSA - Casa	Grade 4	\$27.15	\$27.69	\$28.25	\$28.81	\$29.39	\$29.98	\$30.58	\$31.19	\$31.81	\$32.45	\$33.10
Case Managers - Casa-ORR	Grade 5	\$29.28	\$29.87	\$30.46	\$31.07	\$31.69	\$32.33	\$32.97	\$33.63	\$34.31	\$34.99	\$35.69
Housing Triage, Employer Engagement Specialist, Community Resource Specialist, Development Specialist, Community Engagement & Volunteer Specialist, Specialized Services Coordinator	Grade 6	\$30.60	\$31.21	\$31.84	\$32.47	\$33.12	\$33.78	\$34.46	\$35.15	\$35.85	\$36.57	\$37.30
Construction - Trainer, Data Analyst, Database Analyst	Grade 7	\$32.72	\$33.37	\$34.04	\$34.72	\$35.42	\$36.13	\$36.85	\$37.58	\$38.34	\$39.10	\$39.89