

COLLECTIVE BARGAINING AGREEMENT

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 925

AND

NORTHWEST CENTER

DATE: November 15, 2024 to November 14, 2027

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ARTICLE 1: PARTIES AND PURPOSE

This Agreement is made and entered into by and between Northwest Center (hereinafter referred to as the "Company" or "Employer") and Service Employees International Union, Local 925 (hereinafter referred to as the "Union").

The purpose of this Agreement is to achieve and maintain harmonious relations between Northwest Center Kids and the Union, to provide for equitable and peaceful adjustment of differences which may arise, and to set forth the understanding reached between the parties with respect to wages, hours of work, and conditions of employment. The parties to this Agreement share a common commitment to providing high quality childcare to families and children, efficiently and effectively.

Northwest Center Kids and the Union are committed to a collective bargaining relationship that, acknowledging the limitations imposed by state and program funding, will strive to maximize compensation for childcare employees within this funding, and will strive to provide high quality working conditions and to enhance an ongoing relation of trust and respect.

In consideration of the mutual agreements between the parties hereto, and in consideration of their mutual desires in promoting the efficient conduct of business and in providing for the orderly settlement of disputes between them, the parties to this Agreement agree as follows:

ARTICLE 2: RECOGNITION

2.1. **Bargaining Unit.** The Employer hereby recognizes the Union as the sole and exclusive Collective Bargaining Agent for all existing and future full-time, regular part-time, and on-call Lead Teachers, Early Learning Inclusion Specialists, Assistant Teachers, Dishwashers, Cooks, Custodians, Instructional Aides, and Family Support Specialists in Northwest Center's Early Learning Program at the facility located at 401 5th Ave., Seattle Washington 98104 and/or any facility operated by the Early Learning Program regulated by the Department of Children, Youth, and Families, excluding all clericals, administrative assistants, confidential employees, professional employees, managerial employees, and guards and supervisors as defined by the Act.

2.2. **New Positions.** New job classifications meeting the criteria above which do not meet the exclusions identified will be included in the bargaining unit. The Union will be notified of any new classifications within these parameters established by the Employer and the parties will meet to bargain over and negotiate a Memorandum of Understanding regarding the wages, benefits, and working conditions for the new position.

ARTICLE 3: NONDISCRIMINATION

3.1. Neither Northwest Center nor the Union shall discriminate against or in favor of any employee on account of race, color, creed, religion, national origin, age, gender, political affiliation, sexual orientation, union membership, union activity, disability, marital status, or service in the Armed Forces.

3.2. The Employer shall follow all the terms of the Americans With Disabilities Act.

3.3. All employees share the responsibility of maintaining a work environment that is supportive of equal employment opportunity. Employees and families served will be treated fairly and with dignity and respect.

3.4. Grievance Arbitration Mediation regarding Civil and/or Agency Claims: The parties agree that all civil and/or agency claims including the Washington Law Against Discrimination (WLAD) and any federal, state, and local wage and hour laws, in addition to other violations of this CBA, violate this CBA and may be pursued and resolved through the grievance and arbitration procedure contained in this Agreement. If an employee and/or the Union initiate or file a complaint or legal action based on the same event(s) with a federal, state, or local agency or court, they agree to utilize the Labor Management Committee in the grievance procedure to determine whether the issue will be resolved through the grievance procedure or a local agency or court. If the parties cannot come to an agreement, they will request FMCS mediation to seek a resolution in good faith. If the parties fail to reach agreement within 21 days of mediation, the Union may refer the grievance to Arbitration.

ARTICLE 4: STRIKES AND LOCKOUTS

4.1. "Strike", as used in this agreement, shall be deemed to include any strike, sit down, slowdown, or other stoppage of work, or (or concerted interruptions of service) for any reason whatsoever. The Union agrees to conduct no strikes, by all or any of the employees it represents, during the term of the agreement.

4.2. The Union agrees that no employee shall refuse to cross picket lines of any other labor organization in order to go to work, provided that the employee can safely access the workplace (Northwest Center will take all measures to facilitate safe access. In the event of a strike in violation of this Agreement, Northwest Center shall not waive liability, remedy, or right as provided by statute.

4.3. Northwest Center agrees to conduct no lockouts during the period of the Agreement.

ARTICLE 5: NORTHWEST CENTER KIDS / UNION COLLABORATION

In the interest of identifying and acting on issues before they become troublesome, the solution will be twofold:

5.1. Communication. We will use mutually agreeable technologies to communicate between meetings and create an agenda for coming meetings; and

5.2. Establish a Labor-Management Committee (LMC) composed of two representatives selected by the Union, one of which may be an SEIU representative who is a non-bargaining unit member, and two representatives selected by Management. The subjects to be addressed by the committee shall be by mutual agreement, and do not supersede this Agreement. A spokesperson for the Employer shall be appointed in advance of each meeting, the Employer and Union shall agree on an agenda, which shall be distributed to all Committee Members, and shall typically include safety concerns. Subjects of a group nature, rather than individual concerns, that are not being handled via the grievance procedure, such as staffing, shall be considered appropriate topics for the LMC.

5.3. Meetings shall be at mutually agreeable times, and there will be no less than 6 (six) LMC meetings each year. Employees who are selected by the Union to serve on this labor-management committee shall be released from work duties with pay to attend only when such meetings are held during normal working hours.

ARTICLE 6: UNION SECURITY

6.1. All bargaining unit employees who, on the ratification date of the Agreement, are members of the Union, and all employees who voluntarily become members thereafter, shall, as a condition of continued employment, maintain their membership in the Union in good standings for the duration of this Agreement. Employees who do not choose to join the Union shall begin paying a fair share fee for the cost of representation, as a condition of continued employment, to the Union within thirty (30) days following the signing of this Agreement or date of hire, whichever date occurs last. Any employee who is a member of the Union may voluntarily withdraw from the Union by giving written notice to the Union by certified mail within the last thirty (30) days prior to the expiration date of this Agreement and shall pay the fair share fee thereafter.

6.2. Dues and fee deduction: The Employer shall provide for the payroll deduction of union dues and fees, which shall be uniformly applied to all employees in the bargaining unit. In order for dues to be deducted by a given payday, the membership card or authorization for fair share fee must be received seven days prior to such payday. In the event the membership card or authorization for fair share fee is not received within that period of time, the deduction shall be made on the next regularly scheduled payday. The Employer shall provide the Union an Excel list of each employee's name, social security number and amount of each deduction. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deductions. In the event a bargaining unit member elects to no longer pay membership dues and begin paying the fair share fee, the deadlines for the deduction change to be effective shall be the same as for the initial deduction, above. The Union and each employee authorizing the assignment of wages for the payment of Union dues hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that shall arise against the Employer for or on account of any dues deduction made from the wages of such employee.

6.2.1 Northwest Center shall remit to the union monthly all bargaining unit dues and fees deducted for that pay period.

6.2.2 Northwest Center shall provide the Union with a monthly listing of all employees in the bargaining unit with Union dues deductions for that month.

6.2.3 The Employer shall supply to the Union on a monthly basis a list of all employees covered by this Agreement. The list shall be sent electronically and shall include the employee's first, middle and last name, address, cell phone number, home phone number, home email address, department, job classification, date of hire, social security number, and wage rate. The list shall also identify any bargaining unit members whose employment terminated during the past 30 days, and the date of termination.

6.3. Voluntary Political Check-off. Northwest center will honor voluntary contribution deduction authorizations in fixed amounts authorized by employees in the unit of political

contributions to SEIU COPE (Committee on Political Empowerment.) Northwest Center will deduct the authorized amounts from the individual employee's paycheck and remit those sums to SEIU Local 925, along with a list of the employees and the amount deducted for each employee.

The parties recognize that the Union is obligated under the Federal Election Campaign Act (FECA) to reimburse the Employer for its reasonable cost of administering the political action fund deduction provided for in this Agreement. The Employer and Union agree that one-quarter percent (.25%) of all amounts collected for this fund is a reasonable amount to cover Employer costs of administering this deduction. Accordingly, the parties agree that the Employer will retain one-quarter percent (.25%) of all amounts deducted for the voluntary political action fund to reimburse the employer for its reasonable costs of administering the deductions.

ARTICLE 7: UNION ACTIVITY, VISITATION, AND BULLETIN BOARDS

7.1. **Union Organizer Representative.** Union staff Organizer-Representatives shall have reasonable access to the facilities listed in Article 2 provided that advance notice is given and NWC Kids Management agrees. Access shall not be unreasonably denied. Examples of reasonable denials would be where there is a picture day, visit from a government or regulatory agency, or family event taking place on the date of the visit. During the school's operating hours, the non-employee representative shall only be permitted in the breakroom and in the conference room, if the conference room is not booked for another purpose (and any hallways, bathrooms, or other spaces incidental to the use of the breakroom or conference room), and any visits during school operating hours shall not exceed 30 minutes.

7.2. **Bulletin Boards and Distribution of Union Material.** NWC Kids will designate a Union bulletin board in its break room for SEIU to post notices and information pertaining to official business of the Union.

7.3. Employees shall have the right to distribute official Union information materials during hours of work. However, such distribution shall take place in non-working areas of the facility, and during non-working periods, such as during breaks or before or after shifts. Such distribution of official material shall not interfere with the work assignments of employees who are on duty. Further, such distribution activities must be held in locations which cause no interference to any employees who may not be involved or interested.

ARTICLE 8: MANAGEMENT RIGHTS

The Union recognizes that the Employer has the obligation of serving families and children with the highest quality of care, efficiently and economically. The Union further recognizes the right of the Employer to operate and manage the organization, including but not limited to: the right to require standards of performance and to maintain order and efficiency; to direct employees and to determine job assignments and working schedules; to determine the materials and equipment to be used; to implement improved operational methods and procedures; to determine staffing requirements; to determine the kind and location of facilities; to determine whether the whole or any part of the operation shall continue to operate; to select and hire employees; to discipline, demote or discharge employees for just cause; to lay off employees for lack of work; to recall employees; and to promulgate rules, regulations and personnel policies, provided that such rights shall not be exercised so as to violate any of the specific provisions of this Agreement. All matters not covered by the language of this Agreement shall be administered in accordance with such

policies and procedures, including the Employer's employee handbook, as the Employer from time to time shall determine unless such matters affect any mandatory subject, in which case changes shall be bargained for by the Employer and the Union, pursuant to the procedure outlined below.

Notwithstanding its rights under Article 8 of this Agreement, during the term of this Agreement, the Employer shall notify the Union of the proposed implementation of new operational policies or written procedures, or any proposed additions, deletions, or modifications to existing operational policies or written procedures that impact the terms and conditions of employment. The Employer will notify the Union, and the Union will have 30 days to demand to bargain over the effects of the proposed changes. This period may be extended by written mutual agreement, and extensions shall not be unreasonably requested or denied. Should negotiations extend beyond 14 days, the parties agree to engage mediation services through the FMCS.

The provisions of this Agreement shall prevail over any inconsistent operational policies, procedures and work rules.

ARTICLE 9: STEWARDS AND STEWARDS TRAINING

9.1. The Employer agrees to recognize Union-designated stewards and representatives of the Union. Recognized stewards or representatives who are Northwest Center employees will be allowed a reasonable amount of time during working hours for purposes of investigation of grievances and processing of grievances, or attending to other union business providing such union matters do not interfere with or delay the performance of any work. This provision shall not apply to time spent in preparation for arbitrations. Stewards of the Union are immune to discipline while acting clearly in the scope of their union duties, pursuant to applicable authority under the NLRA. Stewards and union representatives who are employees of Northwest Center shall be permitted to access the Employer's facilities for the above matters to the same extent as employees can access those facilities for other reasons.

9.2. During each calendar year of this Agreement the Employer will allow the Union a maximum of four dates on which a maximum of two stewards per date may participate in Steward training programs sponsored by the Union, or other Union events or activities, provided the Union provides advance notice of at least two months prior to each date. The stewards shall have the option of taking unpaid leave for the dates or taking any accrued PTO they may have. In no event shall this provision apply to more than two bargaining unit members for each of the four dates identified herein. Such leave shall be provided regardless of PTO availability on the date requested by the union.

ARTICLE 10: PROFESSIONAL DEVELOPMENT AND CONTINUING EDUCATION

10.1. Northwest Center Kids and the Union recognizes that professional development is an essential part of providing high quality childcare. The intent of this Article is to foster an environment in which employees and administrators work together to promote and make aware of professional development opportunities and raise the standards in the field of Early Childhood Education as a whole.

10.2. Northwest Center will make training available to meet the required number of STARS hours on an annual basis. An annual calendar with required training and in-service days, including mandatory stars hours and other required health and safety training, will be distributed

in September. In the event that staff are absent when mandatory STARS hours or other required health and safety training is offered, it is the responsibility of the staff member to work with NWC management to make up the STARS hours or other required health and safety training using online training modules during work hours, when there is otherwise sufficient coverage in the employee's classroom on the proposed days of the makeup training. CPR will be provided by the Employer during regular working hours quarterly. If an employee is absent for such CPR training, the employee must attend the next quarterly training. If the employee's certification will lapse before the next quarterly training, the employee must coordinate with their supervisor to locate an alternate training that occurs during regular working hours when there is otherwise sufficient coverage in the employee's classroom on the proposed days of the makeup training.

10.3. In addition to the ten (10) hours of mandatory STARS hours, NWC will provide up to ten (10) paid hours for each lead teacher, family support specialist, inclusion specialist, and assistant teacher to attend professional development and continuing education trainings. A continuing education budget of \$350 for each lead teacher, family support specialist, inclusion specialist, and assistant teacher will be provided annually. For part-time or on-call employees, NWC will provide a pro-rated hours allowance and continuing education budget under this section 10.3, based on the part-time or on-call employee's regular schedule.

10.4. NWC will provide a list of applicable trainings and professional development opportunities as they become available. Staff are responsible for selecting and registering for their individual continuing education opportunities. Such training shall count as hours worked and be paid accordingly, including where overtime rates apply. When the training can only take place during school operating hours, requests for time off for training shall be approved pursuant to the same process as required for PTO, as set out in Article 24. In the event that there are no further slots for time off for the date of a requested training, the employee shall contact NWC Kids Management, which shall make a determination as to whether the additional absence is operationally feasible, and if so, shall make arrangements to cover the classroom for the duration of the training, so that the employee can attend the training. When the training can take place outside of school operating hours, the employee shall make arrangements to attend the training.

10.5. Classrooms that have children enrolled that require individual care plans, including but not limited to health care, education, or other similar plans, will receive training on implementing each individual care plan within the classroom, as well as when changes are made or annually whichever comes first. Care plans will be reviewed and implemented with the teaching team, including the parent(s) if possible, within 3 weeks of the child's enrollment.

10.6. Wednesdays early closing time (3:30 p.m. to 5:00 p.m.) will be utilized for curriculum planning, completing required paperwork, team building, staff meeting, and training opportunities. NWC will send a survey to staff two times per year to gather input and ideas on trainings and team building activities to include during the Wednesday early release time. Survey results will be anonymized and shared with staff.

10.7. The goal is to provide a variety of choices for everyone on the teaching staff and administration to broaden teacher education. To this end, a group should be created to search for training that should meet the goals of all the classrooms in Northwest Center. These classes (in person or on-line) should be shared for the staff to decide independently of the Northwest Center

Kids Administration and can be utilized following procedure outlined in 10.2. and 10.3. This group should meet every quarter during the Wednesday planning period.

ARTICLE 11: SAFETY

11.1. It is mutually recognized that safety within the confines of NWC Kids is top priority and management may require or provide first aid, CPR, automated external defibrillator (AED), and/or fire prevention courses to all employees within NWC Kids. Management may require first aid courses of all employees who work with or are around children. It is agreed that all employees shall be vigilant in observing unsafe or hazardous objects or conditions and report them immediately to their direct Supervisor. If a safety class is required, employees shall be compensated.

11.2. It is further mutually recognized that it is the responsibility of Northwest Center Kids to create and maintain a safe and healthful workplace free from recognized hazards that may cause harm to employees, consistent with applicable state and federal requirements. Employees will play an active role in creating a safe and healthy workplace and will comply with all applicable health and safety rules. Employees are encouraged to report any unsafe working conditions to their supervisor. No employee will be disciplined or retaliated against for such reporting.

11.3. A joint employee-elected and Employer appointed safety committee shall be formed in accordance with WA state law. There will be two bargaining unit member participants, and two representatives from management, depending on availability serving on the committee. Participation in the committee, including meeting time and attendant research, shall be considered time worked, but such meetings and attendant research shall be conducted during regular working hours, at times to be mutually agreed upon with supervisors in advance.

ARTICLE 12: JOB DESCRIPTIONS

12.1. Employees will be provided a copy of their signed written job descriptions, and information regarding the typical schedule and methods for performance evaluations, before beginning employment. Job descriptions shall be accurate and specific, reflect actual job duties, and include minimum qualifications for the position.

12.2. See appendices for current job descriptions. Job descriptions will be reviewed at least annually by the Joint Labor-Management Committee. In the event the change to the job description is required by a state or local licensing or regulatory agency, such bargaining shall be with respect to the effects of the change, only, but the amendment to the job description shall be implemented in the timeline required by such external agency.

12.3. The Employer will submit any proposed amendments to job descriptions to the Union. The Union shall have 21 days to demand to bargain over the proposed changes., and in the event the Union makes such a demand, the parties shall request the assistance of an FMCS mediator and select the mediator's first available date to conduct the bargaining session. Bargaining shall continue for 30 days from the date of the first session, during which period the employer will consider the Union's position and employees will have input into any changes. At the conclusion of the 30-day period, the new job descriptions will be implemented.

ARTICLE 13: INTERVIEWING AND HIRING PROCESS

13.1. For applicants to bargaining unit positions, a bargaining unit member shall be allowed to attend hiring interviews to allow current staff to assess candidates' skills and competency. The bargaining unit member will be somebody whose work intersects with the prospective candidate. Northwest Center Kids will consult with the employees who observed and/or met with the applicant before making the hiring decision. Northwest Center Kids management will make the final determination as to hiring.

13.2. Management has the discretion to sit in on any of the above-referenced interviews or observations.

ARTICLE 14: INTERNAL POSTINGS AND PROMOTIONS

14.1. Program policies shall focus on developing current employees for promotions and leadership positions. If a position becomes available within NWC Kids, current employees will be informed simultaneously with the posting of the position both internally and externally via e-mail. Employees on a leave of absence must supply their personal e-mail and the Union agrees that the email referencing the posting shall not be considered interference with the leave. Preference will be given to qualified internal applicants for promotion (e.g., assistant teacher to lead teacher). However, the timelines for receiving application, conducting interviews, and making a hiring determination for a given position shall not be adjusted in the event a current employee who does not meet a particular deadline. If two or more equally qualified employees apply for a position, as measured by education and training, past work performance, work history prior to NWC Kids, and other qualifications for the position being applied for, the most senior employee will receive preference.

14.2. In the case of requests for lateral transfers to open positions within each center (e.g., lead teacher in Room A to lead teacher in Room B), Northwest Center Kids Administration may decline such requests if a transfer is determined not to be in the best interests of the program. The employee requesting the transfer has the right to a conference with Northwest Center Kids Administration to discuss such decision not to grant the transfer; however, such a conference does not abrogate or modify Northwest Center Kids Administration the right to make the decision regarding the requested transfer.

ARTICLE 15: JURY DUTY

15.1. Employees who are summoned for jury duty or subpoenaed to serve as a witness (but not as a party) in a court trial will not sustain a loss of pay for absences of fewer than ten (10) working days. For avoidance of doubt, compensation will be paid at the base rate of pay, and only on those hours for which the employee was scheduled to work pursuant to their regular schedule. Regular full time and part time active employees, who have been continuously employed for three (3) months prior to the request for leave, are eligible. Per diem employees shall not receive compensation for jury duty.

15.2. Employees must promptly notify their supervisor of the summons, obtain their supervisor's approval, and provide NWC with an official verification of their service. Employees are expected to return to work from a partial day of jury duty. This includes being called but not

serving on the jury that day, or serving, but being released before the end of the employee's scheduled workday.

ARTICLE 16: PROBATIONARY PERIOD

16.1. The probationary period will be ninety (90) days. A performance review will be performed as outlined in Performance Evaluations (Article 17).

16.2. During the probationary period, an employee may be terminated without cause, and is not entitled to use the Grievance Procedure (Article 19). Affected staff members are encouraged to offer input to Northwest Center Kids Management concerning the probationary employee's ability in regard to center policies.

16.3. Upon satisfactory completion of the probationary period, the newly hired employee becomes a non-probationary employee.

ARTICLE 17: PERFORMANCE REVIEW

17.1. The purpose of the performance review process is to provide regular, fair evaluation of an employee's performance on the basis of the center's inclusive mission and philosophical approach to learning, recognize strengths and achievements of the employee, identify areas of improvement, and to serve as a learning tool to create goals for professional development.

17.2. NWC Management shall deliver performance evaluations upon the completion of the probationary period as outlined in Article 16 (90 days), and annually thereafter, within 45 days after the employee's work anniversary, unless the employee is on a leave of absence at that time, in which case the evaluation shall be delivered upon their return. In the event an employee transfers to a new role within the bargaining unit, NWC Management shall deliver the performance evaluation 90 days after the transfer, and annually thereafter, within 45 days of the anniversary of the transfer.

17.3. The evaluation process must include: (1) a self-review completed by the employee; (2) a written review by the supervisor, a copy of which will be given to the employee at the evaluation meeting; (3) an opportunity for peer evaluation for annual reviews where it would not result in the disclosure of confidential personnel information; (4) a meeting between the employee and the supervisor.

17.4. Employees will have the opportunity annually to electronically submit upward evaluations of the administration team. The purpose of this evaluation is to provide input for consideration by the Senior Director. This procedure will not limit the right of NWC management to perform evaluations of, or otherwise manage personnel matters relating to non-bargaining unit members.

ARTICLE 18: CORRECTIVE DISCIPLINARY ACTION AND TERMINATION

18.1. The purposes of this article are: to provide fair, consistent treatment of all employees regarding disciplinary procedures; to communicate to employees when they are failing to meet job requirements; to work with employees to develop specific plans for improvement and

to provide an appropriate amount of time to make that improvement; and to provide a sound, factual basis to terminate employees who do not improve during the corrective action process.

18.2. Employees shall have a right to a steward or union representative in any investigatory interview. If the employee requests such representation, the interview will be scheduled at a time mutually agreeable to the union and NWC Kids Management but in no event later than five business days after the management requests the meeting. However, if the investigation is related to egregious issues as outlined in 18.3 the meeting must take place within 48 hours of managements request. The employee and steward or union representative will be given time during working hours to confer immediately prior to the meeting.

18.3. No employee shall receive a corrective action plan or be terminated except for Just Cause. The concept of Just Cause in union contracts is the standard that management must adhere to when disciplining or discharging an employee. It will provide a positive method for improvement rather than punitive action. Northwest Center Kids Management will determine the specific step at which the process begins based on the nature and severity of the problem. After any step of corrective action, if there is insufficient improvement after a reasonable period of time, then management may proceed to the next step of corrective action. The only time that steps of corrective action may be skipped is if the misconduct or inadequate performance is egregious, in which case the employer may determine the specific step at which the process begins depending on the degree of egregiousness.

Examples of egregious misconduct or egregious performance issues include but are not limited to:

- Assault
- Arson
- Theft
- Gross indecency
- Negligence that could have or did lead to severe financial harm to the employer
- Negligence that could have or did result in severe physical harm to others
- Harassment, discrimination, retaliation
- Hate speech: racist, misogynistic, or other derogatory language
- Improper treatment of children
- Intoxication on the premises
- Possession or use of weapons or firearms on the premises
- Falsifying documents
- Workplace safety

A copy of all written action plans and formal counseling memos will be given to the employee. Consistent with the principles of progressive discipline, the misconduct of performance issues that are related in nature shall proceed on successive steps in the corrective action process.

NWC Kids will designate a supervisory member of the administration to meet with employees for the purposes of corrective action on a case-by-case basis. The employee may request to meet with another supervisory member of the administration which request will not be unreasonably denied. All steps may include an additional supervisor.

Step 0 Verbal Warning: The employee will be provided a documented verbal warning. The warning will include an action plan which will include specific problem areas, performance objectives, requests for remedying, and timeline for improvement. The employee and the designated supervisor will meet to discuss the reasons for the warning and the specific actions in the action plan and timeline for improvement.

Step 1 Written Warning: The employee will be issued a Written Warning, which will include an action plan which will include specific problem areas, performance objectives, requests for remedying, and a timeline for improvement. The employee and the designated supervisor will meet to discuss the reasons for the Written Warning and the specific actions in the action plan and timeline for improvement. All written documentation of performance issues shall remain in the employee file to ensure that a complete record of the employee's performance and progress is maintained.

Step 2. Final Warning: The employee will be issued a Final Warning, which will include an action plan which will include specific problem areas, performance objectives, requests for remedying, and a timeline for improvement. The employee and the designated supervisor will meet to discuss the reasons for the Final Warning and the specific actions in the action plan and timeline for improvement. If the employee determines that they cannot work under the prescribed performance expectations, the employee will have the choice to resign.

Step 3 Termination, Suspension Demotion: If the employee's performance has not shown sufficient improvement as outlined in the action plan issued in Step 2, or if the severity of the offense warrants immediate termination, suspension, or demotion, the employee may be terminated, suspended, or demoted. The employer will deliver the termination, suspension, or demotion in a meeting with the employee.

18.4. What is subject to Grievance Action: Step 0 may not be grieved. Steps 1- 3 may be grieved according to the grievance procedure (Article 19).

ARTICLE 19: GRIEVANCE PROCEDURE

19.1. The purpose of this procedure is to provide an orderly method of resolving grievances/conflicts in the workplace.

19.2. Northwest Center and the Union commit to address and resolve issues in a fair and responsible manner using informal problem solving and conflict resolution methods when possible. Our relationship depends on mutual respect and trust, built on our ability to recognize and resolve disagreements as they arise.

19.3. Definitions.

“Grievant” shall mean an employee bringing a grievance under this Article.

“Grievance” shall mean a dispute involving the interpretation or application of the specific terms of this Agreement.

“Group grievance” shall mean a grievance in a case involving more than one member.

“Days” shall mean work days.

Timelines: Grievances shall be processed in the following manner and within the stated time limits. Time limits provided in this procedure may be extended only by mutual written agreement. Failure on the part of NWC Kids at any step of this procedure to communicate the decision on a grievance within the specified or mutually extended time limits shall result in the grievance being automatically moved to the next step of the procedure.

19.4. Process.

The Union shall represent the Grievant with respect to all steps. At any step of the grievance process, if the management representative hearing the grievance is alleged to be the instigator of the alleged violation of rights, then the grievance will be heard by a different management representative in the interest of allowing a non-biased hearing of the grievance. The process may be modified by mutual agreement of the parties.

Step 1 Informal Level: Informal submission of grievance to Supervisor: Within fifteen (15) days following the occurrence of the event giving rise to the grievance, or fifteen (15) days after the event is known or reasonably should have been known, the employee shall attempt to resolve the grievance informally with the immediate supervisor. Notification to the supervisor will be in writing. The immediate supervisor shall meet informally with the employee. If a satisfactory resolution is not reached, the grievant may proceed to Step 2.

Step 2. Formal Level: Written Submission of Grievance to Supervisor. Within ten (10) days of the Step 1 meeting, the Union Steward and/or Representative together with the grievant shall submit to the immediate supervisor a completed Standard Grievance Form. Within 10 days following receipt of the completed grievance form, the immediate supervisor will meet with the grievant and the union representative, Senior Early Learning Director or designee will inform the grievant and the Union in writing of their response to the grievance within ten (10) days of the meeting with the grievant and union representative.

Step 3 If the grievance is not resolved at Step 2, within 10 days following receipt of the Step 2 written response, the grievant and union shall submit the grievance to Human Resources. Within 10 days following receipt of the Step 3 submission, Human Resources shall meet with the grievant and the union representative. The Human Resources will inform the grievant and the Union in writing of their response to the grievance within ten (10) days of the presentation of the meeting with the grievant and union representative.

Step 4. If the grievance is not resolved at Step 3, the Union shall request within ten (10) days, the grievance mediation services of the Federal Mediation and Conciliation Service, which is a free service. If satisfactory resolution is not reached in Step 4, the grievant may proceed to Step 5.

Step 5 Arbitration: If the grievance is not resolved at Step 4, written notice of a request for arbitration shall be made to the Employer within ten (10) days following completion of the mediation process.

Arbitration shall be limited to issue(s) involving the interpretation or application of specific terms of the Agreement. The parties will request a list of arbitrators from the Federal Mediation and Conciliation Service. Unless an arbitrator is selected through mutual agreement, taking turns, each party will strike names one at a time until one arbiter's name is left. That arbitrator will be contacted to conduct the arbitration. The parties agree that the arbitrator shall have no power to render a decision that adds to, subtracts from, alters or modifies in any way the terms and conditions of the Agreement. The arbitrator shall have the authority to issue subpoenas, grant motions, and otherwise make rulings regarding the conduct of the arbitration.

The arbiter's decision shall be made in writing within thirty (30) calendar days of the close of arbitration hearing. The parties agree that the decision of the arbiter will be final and binding on all parties. The arbitrator's fees shall be borne equally by the parties. Room rental fees shall be split equally between the parties. Each party shall bear the full cost of presenting its own case, including attorneys' fees,

19.5. Process. There will be no reprisals against the grievant or others as a result of their participation in this process.

ARTICLE 20: BONUSES AND AWARDS

20.1. **Bonuses.** The parties agree that bonuses, gifts, incentives, and gratuities are compensation and subject to bargaining, regardless of what they are called.

20.2. **Awards.** The parties agree that awards are wonderful things for employees to receive. All employees deserve an equal chance to win. Therefore, the parties agree that all awards will have their terms and conditions clearly laid out so employees may make informed decisions.

ARTICLE 21: LAYOFF AND RECALL / RESTORATION OF HOURS

21.1. Layoff. In the event the Employer determines layoffs shall be conducted due to a closure of operations or the reduction of staff due to economic conditions, the Employer shall give 30 days' notice to the Union prior to such layoff taking effect. The Union will have the right to demand to bargain over the effects of such layoffs and must give notice within 30 days of receiving the layoff notification. "Layoff" refers to the elimination of positions. The scope of a given layoff shall be determined by the Employer by Job Classification. Layoffs shall be conducted in the following order:

21.1.1 Voluntary Layoff. If the Employer has determined that layoffs are necessary, any Employee may elect to be laid-off outside of seniority. The Employee's offer to be laid -off outside of seniority must be submitted in writing.

21.1.2 Probationary Employees shall then be selected for layoff. In the event there is still a need for a reduction of staff following the measures above, employees shall be laid off in reverse seniority order, to be determined by the Employer by Job Classification. The Employer shall have the sole discretion to determine the Job Classifications in which the reduction in staff shall be conducted. An employee may choose to remain on the recall list for up to one year.

21.2. Where the employer determines there is a need to hire additional staff in a Job Classification that was previously subject to layoff, employees with recall rights in that classification shall be offered the position in seniority order. An employee on layoff with seniority rights will be offered reinstatement to vacant positions in that employee's job classification prior to any employee being newly hired. When employees are recalled to employment, they will retain their seniority and original anniversary date for purposes of determining seniority under Article 29. The returning employee will accrue PTO based upon the original anniversary date of hire. The returning employee will be placed on the wage scale at the same step as they were on prior to the layoff. Employees will be recalled into the same position as they held before the recall.

21.3. The Employer will simultaneously call and email the employee to provide notice of the recall. It is the responsibility of the laid off employee to keep the center notified of their current mailing address, phone number, and email address.

21.4. A recalled employee will be given up to five (5) business days following receipt of the notice to accept the employment offer.

21.5. An employee who declines said work for which they are qualified, shall forfeit their rights to recall.

ARTICLE 22: INTENTIONALLY LEFT BLANK

ARTICLE 23: HOURS OF WORK

23.1. Work Day. The normal workday shall consist of eight (8) hours' work to be completed within nine consecutive hours. Non-exempt employees are required to clock in and out and record all hours worked.

23.2. Work Schedules. Lead Teachers shall be assigned shifts that typically span from 7am to 4pm or from 9am to 6pm, but actual start and end times may vary based on classroom needs. Assistant Teachers shall be assigned shifts that span between 6:45am and 6:15pm Monday through Friday, typically shifts will be set from 6:45am-3:45pm, 8:00am-5:00pm, or 9:15am-6:15pm.

Lead Teachers may coordinate amongst one another with respect to who will work which shift in a given classroom, provided that, after such coordination, there is a Lead Teacher to both open or close a classroom for each given day, and notice of such schedule change is provided to the Employer.

The Employer may require Lead Teachers and Assistant Teachers to adjust their schedule to work another of the above-listed shift times in the event of the planned absence of a Lead Teacher in the employee's classroom, provided notice of the schedule change is provided ten-days before the shift subject to the change.

The cook shall work a typical schedule commencing in the hours before the facility opens, at a start time to be determined by the Employer at the time of hire.

The custodian's shift shall typically commence in the hours after the facility closes, at a start time to be determined by the Employer at the time of hire.

The Family Support Specialist and Inclusion Specialist schedule shall typically be from 8am to 5pm.

Classroom Aides' shifts shall be set in coordination with the employee and their job coach, and will be subject to change based on input provided by the employee and job coach, so as not to interfere with the employee's ability to maintain state or federal benefits.

The Employer will provide seven days' notice in the event the Employer requires the cook, custodian, Inclusion Specialist, or Family Support Specialist or Classroom Aide to work a shift outside of their typical schedule.

Nothing in this section shall prevent an employee who is qualified to work in the classroom from adjusting his or her schedule voluntarily to provide coverage in the classroom in the event of callouts or other instances where additional classroom staffing is needed on a given day., which requests may be made by the Employer on short notice.

23.3. Overtime. Employees' overtime will be compensated for at the rate of one and one-half (1 1/2) times the regular rate of pay for all hours worked beyond 40 hours per week. Nonexempt employees must first obtain approval before working any overtime hours-however, in the event an employee works overtime hours without authorization, the employee will be paid nonetheless, but may be subject to discipline under Article 18.

23.4. Meal/Rest Periods. Meal periods and rest periods will be administered in accordance with state law (WAC 296-126-092). Employees will be allowed an unpaid meal period of one-hour, which may be reduced by the Employer in the event coverage is needed to maintain staffing ratios, or by the employee if the employee works less than full-time hours on a given day, provide the employee still receives an uninterrupted 30-minute meal period. Employees required by the Employer to remain on duty during their meal period will be compensated for such time at the appropriate rate of pay. All employees will be allowed a rest period of fifteen (15) minutes on the Employer's time, for each four (4) hours of working time. The Employer shall provide a mechanism to report daily missed meals and rest breaks for all employees.

23.5. Inclement Weather Pay. When the Center is closed due to inclement weather, scheduled employees shall experience no loss in pay.

ARTICLE 24: PTO

24.1. Paid Time Off. The Employer provides full time employees with Paid Time Off, as outlined in the chart below. Part-time employees shall accrue PTO hours prorated by FTE based on the chart below. PTO hours accrued shall be inclusive of all required paid sick leave hours under Washington law and any local ordinances, and shall be available for use for the reasons outlined in the Washington Minimum Wage Law and the Seattle Paid Sick and Safe Time Ordinance (the "Paid Sick Leave Law"). Effective the first pay date of the first full pay period following ratification, full-time employees shall accrue PTO pursuant to the scale outlined below, based on hours worked in the preceding pay period. The "months" referred to below shall be measured based on continuous employment from the most recent hire date. PTO previously accrued prior to ratification shall remain in employee balances.

Months of Employment	Accrual per pay period
0-24 months	5.24
25-60 months (6
61-120 months	6.46
121 + months	8

Paycheck stubs will indicate employees' current PTO leave accumulation.

24.2. PTO Scheduling. Accrued PTO will be deducted for all absences. With the exception of PTO taken for the reasons outlined in the Paid Sick Leave Law, a maximum of two PTO slots shall be approved for any given day the center is open. Employees are required to obtain pre-approval for use of PTO, which will be approved provided the request is made in Paycom at least fourteen (14) days prior to the first date the PTO is to be used, and provided that the two PTO slots have not already been reserved for that day. Any PTO requests not meeting the aforementioned requirements will only be approved at management's discretion, which will be based on the ability to maintain staffing ratios for the given day. Once approved, PTO will be put on a calendar accessible to bargaining unit employees for scheduling purposes. PTO is not granted on in-service days or retreat days.

In the event an employee is unable to come to work due to illness, the employee must text or call the morning manager two hours before their shift begins, or as soon as they are aware that they will be absent. Employees must also notify the office by 2:00PM whether they will return to work the following day, or as soon as they know their status.

All accrued PTO hours shall roll over annually. PTO shall be paid out at the end of employment pursuant to NWC Policy, as outlined in the Employee Handbook.

24.3. "Blue Sheets" All staff are required to submit and obtain approval for partial days off by using blue sheets. For partial day absences, PTO will not be deducted for salaried staff if they work four hours of the day during their regularly scheduled shift, as salaried staff are expected to make up their full time hours during another period during the same workweek. Hourly staff will be provided a total four instances per year in which they can take unpaid leave for a maximum of four hours per shift for the partial day off. For each of the four instances, the Employer will guarantee four hours of work at another time during the same workweek, so the employee does not receive less than 40 hours of pay for the week.

24.4. Breaks and Holidays. All employees who would typically be scheduled to work on the following breaks and holidays shall receive their normally scheduled hours and shall not be required to work, on the following holidays and breaks:

- Martin Luther King Jr. Day
- *Spring Break- One Week; scheduled to overlap with the Seattle Public Schools' break.
- Memorial Day
- Juneteenth
- Independence Day
- *Summer Break- One Week; scheduled for the Sunday through Saturday of the calendar week in which the Independence Day holiday falls for that given year, and the break shall include the holiday.
- Labor Day
- Indigenous People's Day
- Thanksgiving Day
- The Day after Thanksgiving
- *Winter Break, Christmas Eve through New Year's Day, which shall include the Christmas holiday.

When a holiday falls on a Saturday or Sunday, the Friday prior or Monday after will be observed as the holiday under this Article. The foregoing rule shall not apply to week-long breaks (marked with an asterisk).

24.5. Pay Rate. PTO and holiday pay will be paid at the employee's base rate of pay, plus any applicable wage enhancements.

ARTICLE 25: COMPENSATION

25.1. Wage Rates.

All employees covered by this Agreement will be compensated according to the wage scale outlined in Appendix A. (See attached)

25.2. Wage Placement First Contract.

Effective the first day of the first full pay period following ratification, all then-current employees other than Classroom Aides shall receive an adjustment to their base hourly wage in accordance with this Article. Employees with 0-12 months with NWC on the day of ratification will be placed at "Base", and employees with twelve months and one day will be placed at "Step 1." The

“months” referred to herein shall be measured based on continuous employment from the most recent hire date (unless the employee has previous NWC Early Learning experience, in which case any previous continuous years of employment will be used to place the employee on the scale).

All employees other than Classroom Aides whose hourly rate prior to ratification (not counting enhancements) was higher than Step 1 will be placed at the first Step that results in no less than a 5% increase to their rate prior to ratification.

Following adjustment after ratification, employees other than Classroom Aides shall receive increases when they graduate to the next step on the wage scale, which will occur on the anniversary of employment. These increases shall be referred to as “Step Increases”. The current employee’s then current base hourly wage shall be increased with any applicable Wage Enhancements, as outlined in Section 8.5, below.

Classroom aides shall be paid the \$19.97 (the City of Seattle minimum wage) for the remainder of 2024, and \$20.76 for 2025. When the increase to the minimum wage is announced with respect to 2026, the Employer and Union will meet to discuss options for a pay increase that will not disrupt the receipt of state or federal benefits.

On the pay day for the third full pay period following ratification, all bargaining unit members who were employed on the date of ratification shall receive an amount equal to the difference between their actual wage rate and their new wage rate, as reflected in Exhibit A, for all hours worked from June 30, 2024 to the first day of the first full pay period following ratification.

Across the Board Wage Increases.

In addition to the Step Increases outlined above, effective the first day of the first pay period following the first anniversary of ratification, the wage scale in Appendix A shall increase by 3% above then-current rates. Effective the first day of the first pay period following the second anniversary of ratification, the wage scale in Appendix A and wage enhancements in Appendix B shall increase by 3% above then-current rates. These increases shall be referred to as “Annual Increases”.

25.4. Wage Enhancements.

Any bargaining unit members’ base hourly wage shall be increased by the dollar amount of one or more enhancements listed in Appendix B. Wage enhancements apply to all hours worked, and will not be removed unless the circumstance triggering the wage enhancement lapses. Northwest Center management shall make the determination at the time of hire as to whether the requirements for any given wage enhancement is met. In the event a current employee obtains a degree, language fluency, or sufficient years of employment with NWC for a wage enhancement during the term of employment, the employee must notify Northwest Center management, which shall make the determination as to whether the requirements for the requested wage enhancement is met, and if they are, implement the wage enhancement effective the first day of the first full period after the request is approved. In the event the Union disagrees with Northwest Center’s determination as to a wage enhancement, the dispute shall be addressed through a grievance pursuant to Article 17.

The “years” referred to in this Section shall be measured based on continuous employment from the most recent hire date (unless the employee has previous NWC Early Learning experience, in

which case any previous continuous years of employment will be used to calculate the enhancement).

25.5. Hire-In Rates.

Employees hired after ratification shall receive the “Base Wage” listed in Appendix A for the given year of hire (unless the employee has previous NWC Early Learning experience, in which case any previous continuous years of employment will be used to place the employee on the scale.) However, Teachers and Teachers Assistants hired after ratification who demonstrate a degree in early childhood education shall be placed on the scale in accordance with the chart set out at Appendix A. The new employee’s base hourly wage shall be increased with any applicable Wage enhancements, as outlined in Section 25.4, above.

ARTICLE 26: HEALTH CARE

The NWC benefit program provides medical, dental, and vision coverage. All full-time employees are eligible to enroll in the Employer’s benefit program on the first of the month following sixty (60) days of continuous employment.

Effective January 1, 2024 employees’ share of health premiums shall be apportioned as set out below. For calendar years 2025 and 2026, the Employer agrees that in no case, shall the employee’s share increase by more than twenty dollars (\$20.00) per month for employee coverage, only. During the length of this Agreement, if the Employer wishes to make changes to the health benefits offered to bargaining unit members, the Employer will give at least 45 days notice so that the Union may demand to bargain over the effects of the proposed changes.

Early Learning Health Insurance Premiums for 2024:

<i>Premera HSA Plan</i>	<i>EE – Mnth</i>	<i>ER - Mnth</i>
EE	\$30.00	\$679.00
EE/SP	\$360	\$1128
EE/CH	\$140	\$995.00
EE/Family	\$455	\$1459
<i>Premera Traditional Plan</i>	<i>EE – Mnth</i>	<i>ER - Mnth</i>
EE	\$120.00	\$766
EE/SP	\$660	\$1186
EE/CH	\$380	\$1027
EE/Family	\$845	\$1529
<i>Delta Dental PPO Maximum Wellness</i>	<i>EE – Mnth</i>	<i>ER - Mnth</i>

EE	\$23.00	\$26.00
EE/SP	\$43.00	\$45.00
EE/CH	\$36.00	\$63.00
EE/Family	\$73.00	\$65.00
<i>VSP</i>	<i>EE – Mnth</i>	<i>ER - Mnth</i>
EE	\$8.00	\$0
EE/SP	\$13.00	\$0
EE/CH	\$14.00	\$0
EE/Family	\$21.00	\$0

26.1. Other Benefits.

The Employer shall continue to provide the following benefits in effect at the execution of this Agreement for all full-time employees: telehealth services, Health Savings Account (HSA), Flexible Spending Arrangement (FSA), Employee Assistance Program, Basic Life AD&D Insurance, Voluntary Life AD&D Insurance, Voluntary Accident & Critical Illness Insurance, Physical Wellness Reimbursement Program.

26.2. Other Insurance.

The Employer will provide or self-insure Workers' Compensation Insurance in accordance with the laws of the State of Washington.

26.3. Unemployment Compensation.

The Employer will continue to participate in the unemployment compensation insurance program in accordance with the laws of the State of Washington.

ARTICLE 27: RETIREMENT PLAN

27.1. **Retirement 401(k) Plan.** The Employer will offer a 401(k) plan that includes a Roth deferral option, and employees shall be permitted to contribute the maximum under IRS regulations for the given calendar year. Employee contributions are 100% vested in the plan. Employer contributions are vested on the following schedule: 1 year: 25%, 2 years: 50%, 3 years: 75%, and 4 years: 100%.

27.2. During the length of this agreement, if the Employer wishes to make changes to its 401(k) Plan, the Employer will give at least 30 days' notice so that the Union may demand to bargain over the effects of the changes.

27.3. Eligibility for the Employer match shall be as follows:

Following the first 12 months of employment, the Employer shall provide a 50% match for each dollar of the employee's contribution, up to the first 6% of the employee's pay contributed, in a given pay period.

ARTICLE 28: LEAVES OF ABSENCE

28.1. **Parental Leave.** All full-time and part-time employees that receive approval for FMLA (or in the case where the employee does not qualify for FMLA, Non-FMLA Leave pursuant to the Company's handbook), for the birth of an employee's own child, adoption, or placement of a child, shall receive an additional amount of PTO, as follows:

28.1.1 Birthing parent receives 120 hours of PTO (pro-rated for part-time employees under Company policy);

28.1.2 Non-birthing parent receives 80 hours of PTO (pro-rated for part-time employees under Company policy).

This additional PTO can be used concurrently with approved leave, commencing after the birth or adoption or placement of the child, or after the return to work through the PTO approval process outlined in Article 24.

28.2. **Family Leave.** The Employer shall provide leave in accordance with its obligations under the Family and Medical Leave Act of 1993 and the Washington Family Care Act.

28.3. **Paid Family Medical Leave.** Employees are encouraged to apply for paid leave benefits under the state's Paid Family & Medical Leave (PFML) program.

Employees will not be required to use PTO in any manner that would interfere with the receipt of Paid Family Medical Leave benefits.

28.4. **Military Leave.** Leave required for voluntary or involuntary military service shall be granted in accordance with state and federal law. It will be granted without pay, without loss of benefits accrued to the date such leave commences, and the employee will not be required to use earned PTO time for the leave unless the employee requests use of PTO time. Reemployment rights shall be granted in accordance with state and federal law.

28.5. **Compassion Leave.** All employees may take up to fifteen (15) days off, which shall be paid in the same manner as PTO, to help plan and attend memorial services, attend to affairs, and take personal time after the death of a family member or a person who the employee certifies has a familial like relationship with, due to the fact that NWC recognizes that not all family is biological and every culture has their own way of defining familial structure and taking care of one another and their community, or a pregnancy loss or miscarriage. Leave pursuant to this section shall be limited to thirty (30) days maximum per calendar year, regardless of the number of deaths an employee is affected by. NWC may require verification of the need for the Compassion leave.

28.6. **Traumatic Event Leave.** NWC recognizes that employees may experience events which are traumatic to them during the course of their employment and may need additional time away from work. This policy is not meant to cover every traumatic event an employee experiences

but to provide additional paid time-off (beyond PTO) for the specific reasons listed below. We encourage employees to consider all leave options available to them, including PTO, for other traumatic events not covered by this policy.

To help assist employees through the below traumatic events, each employee will be given a bank of three (3) days off with pay, per calendar year. This will not be a per-occurrence leave, but a onetime annual allotment of three (3) days total. These three (3) days will accrue on January first of each calendar year (or upon hire) and will not roll over to the next year. These days may be used to cover partial days, however, that will still be considered 1 of the 3 allotted instances for the year.

Traumatic event leave will be approved for the following hardships, which NWC acknowledges are severe:

- 1) Leave or for the loss of a pet.
- 2) To make a last visit to a friend/family member before they pass.
- 3) To make caregiving arrangements due to unexpected responsibilities requiring care for a minor (whether or not they are a family member) - examples include situations involving domestic violence or other emergencies affecting the minor requiring the employee to care for family members or other minors that could not have been foreseeable. This does not include situations where the employee's childcare provider for their own child is not available.
- 4) To recover or process intense reactions that interfere with the employee's ability to work, caused by a recent mass shooting, act of war, or act of political or social violence that impacts the employee due to the employee's own demographics, family history, or other personal experience.
- 5) Cover time off due to an employee themselves experiencing a car accident or assault.
- 6) Cover time off due to the evacuation of the employee's housing caused by a natural disaster (such as wildfires, flood, etc.)

Traumatic Event Leave will not be approved for the following reasons:

- 1) Inclement weather that affects the employee's ability to reach the workplace (on days where the facility is not closed due to Article 31) or other instances where the employee's transportation to work is affected.
- 2) For reasons covered by other leave, including domestic violence leave, or illness or injury of the employee or a qualified family member under FMLA and WPFML.
- 3) Travel where not required due to the hardships listed above.

Employees can request this time off by emailing the leaves team at leaves@nwcenter.org. This request must be submitted during the current pay period. Any requests that are made after the pay period ends, will not be approved. Staffing levels will be taken into consideration when approving these days, and approvals will be made on a "first come, first served" basis. Other leave benefits may be available under state, federal, and NWC's policies.

28.7. Extended Family or medical leave. By mutual consent, an extended family or medical leave may continue beyond the 12 week period, but is not to exceed six (6) months, but in all instances the Employer will comply with the Americans with Disabilities Act and analogous Washington State Law with respect to employee requests for leaves of absence where FMLA has been exhausted, or where the employee does not qualify for FMLA.

28.8. Other Leaves. Employees who do not qualify for FMLA shall be able to take an unpaid leave provided they qualify for Non-FMLA Leave in the NWC Handbook, as may be amended from time to time. Any requests for unpaid leave for periods that exceed Non-FMLA Leave shall be considered on a case by case basis and be granted only in the sole determination of the Employer.

28.9. Benefits while on leave. Employees on a leave of absence will retain their benefits as required by applicable law and the Employer's plan documents.

ARTICLE 29: SENIORITY

29.1. Seniority shall be used for the administration of the layoff and recall articles of this Agreement. Seniority is defined as the continuous length of service in a bargaining unit position from the most recent Date of Hire into that position. Time spent on leave of absence without pay or subject to recall pursuant to Article 21, or after resignation (in instances where the employee returns within one year, per section 29.2, below) shall not be included in computing seniority.

29.2. Seniority shall be lost following an employee's resignation (unless the employee returns and their start date is within one year of their resignation), termination for cause, failure to return from a leave of absence or expiration of recall rights.

29.3. An employee's years of service for determining PTO accrual shall be based on their continuous employment with the Employer, based on their most recent hire date, and shall include all approved leaves of absence.

ARTICLE 30: ADMINISTRATIVE LEAVE

30.1. In the event that Child Protective Services (CPS), or any other regulatory authority requires that an employee be placed on administrative leave, they will be paid at their regular rate of pay during the investigation. If an employee is placed on administrative leave at the direction of Northwest Center Kids, including pending an investigation by Child Protective Services (CPS), or any other regulatory authority, the Leave will be paid until Northwest Center Kids makes a disciplinary decision with respect to the employee, which, if discipline is issued, will only be for just cause and will be in accordance with the Corrective Disciplinary Action procedure.

ARTICLE 31: INCLEMENT WEATHER/CENTER CLOSURES

All employees will be paid for all scheduled hours, at their regular salary or hourly rate, on days (or part days) when NWC Kids closes the center or sends employees home early for emergency reasons (e.g. snow, loss of power). When the Seattle public schools are closed due to inclement weather conditions, the Center will close. If the school district delays opening, the Center will open at 9:00 a.m., and shifts that normally commence prior to 9:00 a.m. shall be adjusted from 9:00 a.m. to 6:00 p.m. If the inclement weather falls during a public-school closure break, then

NWC Kids will close the center if the University of Washington is closed for inclement weather reasons.

ARTICLE 32: SAVINGS CLAUSE

Severability

This Agreement shall be subject to all applicable federal and state laws, and other appropriate rules and regulations of bona fide governmental authority. Should any provision of this Agreement become unlawful by virtue of the above, or by declaration of any court of competent jurisdiction, such action shall not invalidate the remainder of this Agreement. Any provision(s) that becomes unlawful by virtue of the above shall cause the parties to meet and negotiate replacement provisions that are valid. Any provision(s) of this Agreement not declared invalid shall remain in full force and effect.

Amendments

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

Bargaining Waiver

Nothing contained herein shall prevent the parties, by mutual agreement, from negotiating on any subject matter, nor will it void any specific provisions in this Agreement that expressly provides for bargaining.

Zipper Clause

All matters within the scope of bargaining have been negotiated and agreed upon.

ARTICLE 33: OUTSIDE EMPLOYMENT

Work requirements shall take precedence over any outside employment. Employees will not use the Northwest Center facilities, equipment, or materials to perform any work relating to outside employment, and no such work may be performed during working hours. Work for an outside employer shall not be covered by the Employer's workers' compensation carrier or any other Employer Insurance policy, and under no circumstances shall the Employer be held liable or responsible for any events or incidents occurring in connection with such outside work.

ARTICLE 34: TERM OF AGREEMENT

This Agreement shall take effect the day after ratification, November 15, 2024, and remain in effect for three years, until midnight of the third anniversary of ratification, November 15, 2027, and shall continue thereafter in effect unless notice of termination in writing is given by either party at least sixty (60) days before the expiration date of this Agreement. Notwithstanding the notice provisions of the above, the parties agree to begin bargaining a successor Agreement a minimum of 180 days prior to the expiration of this Agreement.

**ARTICLE 35: BARGAINING ON EFFECTS OF SPECIFIED FUNDING FROM
GOVERNMENT SOURCES**

Should NWC receive funding earmarked for Early Learning bargaining unit members' wages or benefits from a government source, the parties agree to negotiate over NWC's use of the earmarked funding. NWC Kids agrees to notify the Union upon learning of such funding, and to engage in good faith negotiations should the Union demand to bargain over the funding.

Northwest Center

By: 
Gene Boes
President & CEO

Date: 04 DEC 2024

Service Employees International Union, Local 925

By: 
Cindy Elizalde

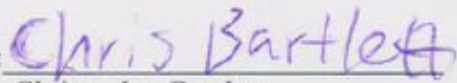
Vice-President
Position

Date: 12/4/24

By: 
Sarah Bright

Organizing Director
Position

Date: 12/4/24

By: 
Christopher Bartlett

Assistant Teacher
Position

Date: 12/4/2024

[SIGNATURES CONTINUE ON NEXT PAGE]

By: Phonthip Myrabo
Phonthip Myrabo

Pre-K Lead
Position

Date: ~~12/4/24~~ 12/4/24

By: Angelo Sidone
Angelo Sidone

Lead Teacher
Position

Date: 12/4/24

By: Eva Lopez
Eva Lopez

Organizer
Position

Date: 12/4/2024

By: Caroline Vidal
Caroline Vidal

Organizer
Position

Date: 12/04/2024