

AGREEMENT

VILLAGE COMMUNITY SERVICES

and

**SERVICE EMPLOYEES INTERNATIONAL UNION,
LOCAL 925**

January 1, 2022 thru December 31, 2024

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PREAMBLE

THIS AGREEMENT is made and entered into by and between Village Community Services (hereinafter referred to as the "Employer") and the Service Employee's International Union, CTW, Local 925, (hereinafter referred to as the "Union"). The purpose of this Agreement is to set forth the understanding reached between the parties with respect to wages, hours of work and other terms and conditions of employment for employees of the Employer who are represented by the Union as set forth in Article 1.

ARTICLE I – RECOGNITION

1.1 Union Recognized. The Employer recognizes the Union as the sole and exclusive bargaining representative for all Residential Support, and Employment Services, and Village Experience Learning Center regular full-time, regular part-time, on-call and relief employees employed by the Employer, excluding the Executives, Managers and Administration Staff, temporary employees, casual employees, clients, and students.

ARTICLE II - EQUAL OPPORTUNITY

2.1 No Discrimination. The Employer and the Union agree that except as permitted by law there shall be no discrimination against any employee or applicant for employment because of union membership or activity, race, color, national origin, creed, religion, sex, age, physical or mental handicap, marital status, political affiliation, or sexual orientation unless any one of the foregoing factors constitutes a bona fide occupational qualification.

2.2 Equal Access to Teams. It is further agreed that employees hired by the Employer work for the Employer as a whole. No individual Residential Program Manager or Vocational Manager will have the right or authority to unfairly bar an employee from his/her team.

ARTICLE III - MANAGEMENT RIGHTS

3.1 Employer's Rights. The Union recognizes the right of the Employer to operate and manage the Employer's business, including but not limited to the rights to establish and require standards of performance; to maintain order and efficiency; to direct employees; to determine job assignments and working schedules; to determine the materials and equipment used; to implement new and different operational methods and procedures; to determine staffing levels and requirements; to determine the kind, type and location of facilities; to introduce new or different services, products, methods or facilities; to extend, limit, contract out or curtail the whole or any part of the Residential Support and training operation (except the work of Residential Support staff); to select, hire, classify, assign, promote, transfer employees; to discipline, demote or discharge employees for just cause; to lay off and recall employees; to require reasonable overtime work of employees; and to promulgate and enforce rules, regulations and personnel policies and procedures; provided that such rights, which are vested solely and exclusively in the Employer, shall not be exercised so as

to violate any of the specific provisions of this Agreement; and further provided that the parties acknowledge that Employer has no control over what the State may require it to do.

3.2 Non-limitation. The parties recognize that the above statement of management rights is for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude management prerogatives not mentioned. All matters not covered by the language of this Agreement may be administered solely by the Employer on a unilateral basis in accordance with such policies and procedures as it shall from time to time determine.

ARTICLE IV - UNION REPRESENTATIVES

4.1 Union Access. The Union's authorized representatives (non-employee) may have access to the Employer's premises for the purposes of investigating grievances and contract compliance, provided, however, that the Union representative must provide to the Program Executive or designee advance notice for visits to Employer's premises Monday through Friday from 8:00 a.m. to 5:00 p.m. and twelve (12) hours' notice otherwise and shall advise Executive Director or designee of his or her presence on the premises. The Union representative shall not visit client homes without prior authorization from the Program Executive and the clients residing there, except when necessary to make an inspection due to a safety complaint, and then only in the presence of a Residential Program Manager.

4.1.1 New Hire Orientation. The Employer shall notify the Union by email of all new hired staff with contact information after an employee starts working their normal shift. This notification may be sent by email to L925@seiu925.org. The Union shall provide new hire packets to the Employer for distribution at time of hire. The Union and a current union steward shall be allowed to address new hires during the agency orientation class. The Employer shall notify the Union in advance of the orientation so that a representative is available.

4.2 Shop Stewards. Shop stewards shall not be recognized by the Employer until the Union has given the Employer written notice of their selection. Shop Stewards may reasonably investigate grievance during work time. Other Union business performed by shop stewards, will be conducted during non-working hours, (e.g., breaks, meal periods, and before and after shift).

4.3 Meetings. Shop stewards shall be allowed to leave their place of work, after securing approval from their immediate supervisor, in order to be present with and represent any unit member, at the member's request, during disciplinary and/or investigatory discussions between the member and representatives of the Employer. Only one shop steward may attend such a meeting. Shop stewards must be available on eight (8) hours' notice. Shop stewards shall be paid for the time away from their regular duties to attend such meetings.

4.4 Grievance Meetings. Shop stewards selected by the Union to participate during mutually agreed times with representatives of the Employer in grievances, conferences or meetings, shall not suffer any loss in pay due to such participation.

4.6 Seniority List. The Employer shall supply to the Union quarterly a list of all employees covered by this Agreement, including their job classification, date of hire, shift, and address. The employer shall email to L925@seiu925.org.

4.7 Union Security. All employees covered by this Agreement shall, as a condition of continued employment, become and remain members of the Union in good standing by the sixtieth (60th) day following the commencement of employment or the signing of this Agreement, whichever is later; or in the alternative shall pay to the Union an Agency Fee equivalent to any initiation fee and monthly dues uniformly required of all Union members for the purpose of representation only. An employee choosing Agency Fee status will have the opportunity to inquire of the Union its Agency Fee percentage and how that percentage was determined. Additionally, an employee whose religion does not allow either of the above may choose religious objector status as defined by the National Labor Relations Board. In this case, the employee is required to present the Union with an affidavit they signed testifying to the objection. The employee will then tender to the Union the Agency Fee equivalent as described above. All amounts tendered will be paid to a non-religious charity of the employee's choosing. A letter from the Union to the Employer to the effect that an employee is not in good standing with the Union shall require the Employer to terminate the employee within seven (7) days of receipt of the notice.

4.8 Dues Check-off. During the term of this Agreement, Employer shall deduct Union dues, agency fees, or religious objector fees from the pay of each member of the Union who voluntarily executes a wage deduction authorization form. Employer shall transmit deductions to the Union once each month. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deductions. The Union and each employee authorizing dues deductions for the payment of Union dues, agency fees, or religious objector fees hereby indemnify and hold the Employer harmless for all claims, demands, suits, or other forms of liability that may arise against Employer for or on account of any deduction for Union dues made from the wages of such employees. Employees may revoke their authorization for payroll deduction at will.

4.9 Voluntary COPE Contributions. During the term of this Agreement, the Employer shall deduct COPE contributions from the pay of each member of the Union who voluntarily executes a wage deduction authorization form. The Employer shall transmit deductions to the Union once each month along with the regular monthly dues check-off. The Union and each employee authorizing voluntary COPE deductions hereby indemnify and hold the Employer harmless for all claims, demands, suits, or other forms of liability that may arise against Employer for or on account of any deduction for voluntary COPE contributions made from the wages of such employees. Employees may revoke their authorization for payroll deduction at will.

4.10 Union Leave. Established representative(s) selected by the Union to participate in Union trainings (such as, but may not be limited to, conflict resolution, Labor-Management, bargaining, health and safety, and health and welfare) and advocacy (to a maximum of 10 days per calendar year) will be required to give adequate notice of the request to their supervisor for approval. The Union agrees to reimburse the Employer wages for employees authorized for such leave.

4.11 Advocacy Leave. To the extent that it does not jeopardize Employer's 501(c)(3) status, the Employer shall permit bargaining unit employees to take up to an aggregate of fifty (50) hours of paid time per year to educate government officials for purpose of increasing the state's DD funding. Times shall be scheduled in advance with supervisors, and employees are responsible for getting on-call workers to cover their shifts.

ARTICLE V – DEFINITIONS

5.1 Employees in Orientation Status. An employee shall be considered in orientation status for the first six-(6) months of employment. All such employees shall accrue leave benefits, per Article 12 and all such regular part-time and full-time employees may be eligible for health insurance benefits, per Article 16. Supervisors will informally, verbally review the employee's performance with the employee at approximately the midpoint in the orientation period, and at the end. During or at the conclusion of the orientation period, either the Employer or the employee may terminate the employment relationship for any reason without notice or pay in lieu of notice; such terminations shall not be subject to the grievance procedure of this Agreement. The Orientation Period may be extended up to one three (3) month period. At the conclusion of the Orientation Period regular employees shall be subject to article 8.1.

5.2 Regular Full-time Employees. Employees who have completed their orientation period and are regularly scheduled to work less than at least forty (40) hours per week are regular full-time employees. Such employees shall be eligible for all fringe benefits set forth in this Agreement.

5.3 Regular Part-time Employees. Employees who have completed their orientation period and are regularly scheduled to work less than forty (40) hours per week. Regular part-time employees shall be paid the same wage rates as regular full-time employees in the same job title.

5.4 On-Call Employees. On-call employees shall be employees who are employed by the Employer with the express understanding that they may be utilized to fill in for regular employees who are absent or on leave. No on-call employee will be used to perform bargaining unit work if any qualified regular full-time or regular part-time employees who have either had their hours reduced or their position eliminated make themselves available for relief assignments. On-call employees are eligible for personal leave at a rate of one hour per 40 hours worked and Family/Medical leave per State law. On-call employees are eligible for health benefits if allowed by the health contract provider (the employee must pay all premiums). On-call employees shall be evaluated on the same basis as other employees in the same program.

5.5 Casual Employees. Casual employees shall be employees who are hired to work in agency business but who do not provide any services to the disabled clients.

5.51.1 Float Employees. Float employees are part- or full-time Residential Direct Support employees who are trained to work at any site and are assigned to sites depending on staffing needs.

5.51.2 Temporary Employees. Temporary employees are employees that have a fixed length of service or specific project or task to complete.

5.51.3 Clients as Employees. Clients as Employees are receiving services through Employment Services Program and working in a support role for the agency (reception, janitorial, etc.).

5.51.4 Positive Behavioral Support Employees. Positive Behavioral Support Employees collaborate with the Residential program managers, Residential Services Director, Employment

Services Director, and other identified team members to assess client positive behavioral support needs, and write and implement positive behavioral support plans.

5.51.5 Independent Living Employees. Independent Living employees work with Residential clients to provide instruction in daily life skills as documented in each client's DDA Individual Instruction & Support Plan and assessment tool.

5.6 Month and Year. Except as otherwise specifically provided herein (for example in the provisions detailing wage schedules and personal leave accrual rates), for purposes of this Agreement (except for annual evaluation purposes), a "month" shall be defined as 173.3 paid hours and a "year" shall be defined as 2080 paid hours of employment. The term "paid hours" does not include statutory overtime hours.

5.7 Escorting Clients. Escorting clients is when an employee accompanies a client off-site overnight.

ARTICLE VI - HOURS OF WORK AND OVERTIME

6.1 Workday/Work Period. A normal work day for Residential Support employees shall be as individually scheduled and may be up to 17 hours. A normal work day for Employment Services shall be eight (8) hours pay for eight (8) consecutive hours of work. The Employment Services Staff will be free of clients for (2) hours per week in order to complete paperwork requirements. The normal work week shall consist of forty (40) hours of work within a seven (7) day period with at least two consecutive days off. The work week will run from 12:01 a.m. Sunday to midnight Saturday.

6.2 Overtime. All time worked in excess of forty hours in a work week shall be considered overtime. All overtime must be authorized by the Employer before it is incurred and shall be paid at a rate of one and one-half (1-1/2) times the employee's straight time hourly rate of pay. Overtime will be paid to the nearest quarter of an hour. Time paid for but not worked shall not count as time worked for the purpose of computing overtime. There shall be no pyramiding or duplication of overtime pay. Hours paid at the overtime rate are not hours worked or paid hours for the purpose of computing fringe benefits. If overtime work is required with forty-eight (48) hours or more notice to Employer, it shall first be offered on the basis of seniority in the client's Residential team or Employment Services or Village Experience Learning Center and, if no one accepts, then on the basis of seniority held by qualified employees within the affected department, then on the basis of seniority held by qualified employees in the other departments. If no one accepts, it shall be offered to on-call employees. If overtime work is required with less than forty-eight (48) hours notice to Employer, it shall be assigned at Employer's sole discretion.

6.2.1 Overtime in the Employment Services Program: Services in the Employment Services Program are individualized and based on individual career path plans. Employment Services staff are required to manage their caseloads within the work week. If overtime is unavoidable staff will communicate with their supervisor to be authorized for overtime. For pre-scheduled absences where overtime may be granted the employer shall make a good faith effort to equally assign

overtime based on participant's needs. Staff is encouraged to notify management if they are available for additional shifts.

6.3 Meal/Rest Periods. All employees shall receive an unpaid thirty (30) minute meal period during each eight hours of work unless the employee is required to work or remain on the premises or with his/her crew during the meal period, in which case it will be paid. Meal periods shall be scheduled as near the middle of the eight (8) hour as possible. Employees shall also be entitled to two (2) paid rest periods of fifteen (15) minutes each during each eight (8) hour work period. All residential employees shall conduct personal business, smoke breaks, and cell phone use, during the above designated rest periods and meal times.

6.4 Callback. All employees called back to work after leaving the premises after their shift shall be paid a minimum of two hours, unless the employee is returning agency or participant property. Returning to work must be approved by an employee's manager prior to returning to work.

6.5 Work Schedules. The Employer shall determine and post Residential Support regular work schedules two (2) weeks prior to the effective date of the schedules. The Employer retains the right to adjust work schedules to maintain an efficient and orderly operation. An employee whose posted work schedule is to be changed shall be notified as soon as possible of such change. In case of an emergency an employee may request, in writing, to change his or her assigned work schedule.

6.6 Time Off Between Shifts. Regular employees who are required to return to work with less than twelve (12) hours between regularly scheduled shifts will be paid at one-and-one-half (1-½) times the regular rate of pay for all time worked within this twelve (12) hour period. Returning to work must be approved by the employee's manager prior to returning to work. Overtime worked consecutive to the regularly scheduled shift is considered part of the scheduled shift for the purpose of computing when regular shifts begin and end. Employees who want their shifts scheduled with less than twelve (12) hours between them may waive this provision by giving the Program Executive a written statement to that effect. No employee will be allowed to work two (2) full 40 hour back-to-back shifts without at least 24 hours off between shifts, unless approved in advance by the Program Executive. A senior employee, eligible for the overtime, may take the 24 hours off and return to the scheduled shift.

Participant needs drive the daily schedules for Employment Services Staff therefore 6.6 does not apply to Employment Services Staff. Should an occasion arise where 12 hours off between shifts is not practical staff shall consult with their supervisor to problem solve the situation. Refer to 6.2.1.

ARTICLE VII - EMPLOYMENT PRACTICES

7.1 Hiring. The Employer shall notify the Union of all new hires when they begin working their normal schedule. At the time of hire Employer will provide employee with a copy of this Agreement.

7.2 Job Posting. The Employer shall post notices of positions to be filled, including Administrative positions, on the bulletin boards in each of the Residential, Employment Services, and Village Experience Learning Center sites and in the Administration Building for seven (7) calendar days in advance of filling the position in order to afford present employees an opportunity to apply for consideration. All applications for job transfers or promotions shall be submitted to the Program Executive.

7.3 Evaluations. For Employment Services and Village Experience Learning Center employees, the Employer shall maintain an evaluation system which provides for employee evaluations at the end of the orientation period and (see Section 5.1) annually thereafter on their anniversary date. For Residential employees the Employer shall maintain an evaluation system which provides for employee evaluations at the completion of the orientation period (see Section 5.1) and at the first annual anniversary and bi-annually (2 years) thereafter. On-call employees shall be evaluated on the same basis as other employees in the same program. No evaluation will be entered into an employee's file until the employee has had an opportunity to read, comment on and sign it. The employee will be given a signed copy at the time of the evaluation. After the date the evaluation is presented to them employees shall have seven (7) calendar days in which to respond in writing. If the evaluation indicates that an employee has serious performance deficiencies in one or more areas of performance, the supervisor, after consulting with the employee, shall develop a written plan to assist the employee in improving his/her effectiveness in the deficient areas. Employees shall be provided with any revised evaluation forms as they are developed.

Deficiencies noted between evaluation dates shall be verbally communicated by the manager, in a timely manner, to the employee in order to assist the employee to become proficient at his or her job duties. These will be noted by the manager for future reference. Some deficiencies may rise to the level of verbal warning, depending on nature of the deficiency. The manager inform the employee if it is a verbal warning.

7.4 Pay Days . Pay days shall be on the 10th and the 25th of each month. If pay days fall on a Saturday, Sunday or recognized holiday pay day will be on the preceding business day. Unless an exception is made pay shall be through direct deposit.

7.5 Personnel Files. Employees may review the contents of their personnel file, except materials relating to ongoing investigations of criminal offenses and material for litigation, upon written request to Employer. Access to files shall be scheduled at a mutually convenient time. Employees may have a Union representative or shop steward accompany them. Employees may write a written response to materials in the personnel file. A Union representative alone may review the contents of an employee's personnel file to the same extent the employee could if the Union Representative provides a signed, dated statement from the employee authorizing such review. Personnel files with no employment activity for six months may be closed and all certifications will be allowed to lapse.

7.6 Old Warnings. Warnings included in an employee's personnel file which are more than two years old shall not be considered in making employment decisions but may be used as evidence of prior notice to the employee.

7.7 When an employee is temporarily assigned to work in a position with a higher pay classification, the employee shall receive a five percent (5%) premium on his/her regular hourly rate for all time worked in that assignment for the first thirty (30) days. If the temporary assignment lasts more than thirty (30) days, the employee shall be paid the rate of the higher classification

7.8 Job Descriptions. The Employer shall furnish each new hire with a current job description at the time the employee commences work, and shall provide each current employee promoted or transferred, other than temporarily, with a current job description at the time the employee assumes his or her new duties. During the employee's performance evaluation, the Employer shall review the job descriptions with the employee to ensure the listed job duties accurately reflect the work actually performed. The employee may request that the employee's job description be reviewed if the employee believes it no longer reflects the work being performed.

7.9 Bargaining Unit Work. No Bargaining Unit Employee shall have his or her regularly scheduled hours reduced as a result of services provided by management personnel.

7.10 Promotion Trial Period. All promoted employees shall be given a sixty (60) calendar day trial period during which time they will be formally evaluated. Failure of the employee to meet the job requirements shall result in the employee being removed from the position and placed in the on-call pool of employees until a regular position opens for which the employee is qualified. Employee shall then be offered that position. During the time the employee is in the on-call pool as a result of removal from the promotion position, employee will continue receiving the benefits to which the employee had previously been eligible.

7.11 Shift/Team or Job Site Change Trial Period. All employees accepting regular assignments to new regular weekly shifts (involving a change of work days), a new Residential Support team or a new Employment Services or Village Experience Learning Center job site shall be given a seven (7) calendar day trial period. During the trial period, either the employee or Employer may decide that the change is not working and the employee shall return to his/her former shift/team/job site without penalty. Such a return shall not be grievable. Because of this trial period, the employee's former job shall not be posted until such time as it is determined that the employee will remain in the new team, job site or shift.

7.12 Cross-Training. On-call employees and part-time employees interested in cross-training for the Residential Support, Employment Services, or Village Experience Learning Center should notify the Program Executive who will reasonably exercise her discretion in determining whether the cross-training will be conducted.

7.13 Renewal of Certifications/Licenses. The Employer will provide training and certification/licenses classes and will make available to each employee their renewal schedule. Employees are responsible for keeping certifications/licenses current and must report any expired certifications/licenses to their supervisor immediately. Due to state requirements for residential staff, employees with lapsed certifications/licenses will be placed on leave without pay status. Employees on leave without pay status due to lapsed certifications/licenses shall be terminated after 30 days unless an exception is granted by the Executive.

ARTICLE VIII - DISCHARGE, DISCIPLINE, AND TERMINATION

8.1 Just Cause. The Employer shall have the right to discipline or discharge an employee for Just Cause.

8.2 Investigations. The employee shall have the right to have a union steward present during any meeting/discussion related to the investigation.

8.2.1 Notification. An employee under investigation for misconduct shall be informed at the earliest opportunity.

8.2.2 Investigation Timeline. The Employer shall conclude its employee misconduct investigations within fifteen (15) workdays.

8.2.3 Administrative Leave. Employees relieved from duty while under investigation for misconduct shall be on paid status for the duration of the investigation process. Such pay shall be held by the Employer and paid to the employee if he/she is returned to duty.

8.2.4 Temporary Transfer. Employees accused of abuse of a client shall not work unsupervised with clients until an investigation has been completed (see DDA Policy 6.12). Employees accusing a client or another employee of abuse shall, if possible and at the Employer's discretion, be transferred to a different team home/crew pending completion of the Employer's investigation.

8.3 Progressive Discipline & Gross Misconduct. The following reasons shall be just cause for immediate discharge or suspension: Client abuse (DDD Policy 6.12), substance abuse on the job, moral turpitude or theft; or any criminal conviction or pending charges that disqualify unsupervised access to adults under WAC 388-113-0020. In any such case the Union Representative shall be notified immediately. In all other discipline cases the Employer agrees to employ the principle of progressive discipline which shall be defined as:

- A. Verbal warning
- B. Written warning (may include a plan for improvement)
- C. Suspension without pay (may include demotion)
- D. Discharge

8.3.1 Evaluations. Discharge for poor work performance shall be preceded by a written performance improvement plan, one verbal warning and one written warning.

8.4 Agency Standard. No employee will be disciplined or discharged for a policy or procedure violation unless the policy and procedure is applied equally to all Residential, Employment Services, and Village Experience Learning Center staff. Individual Residential, Employment Services, and Village Experience Learning Center Managers will not hold employees to a higher standard than that of any other Residential, Employment Services or Village Experience Learning Center Manager unless the higher standard is dictated by participant or family requirements.

8.5 Notice of Resignation. Regular full-time and regular part-time employees must give two (2)

weeks written notice of resignation. Employees must work the two (2) weeks. Paid leave cannot be substituted during those two weeks. Failure to give such notice will result in loss of any personal leave (see 12.6 Payment on Termination) unless resignation is due to an emergency beyond the control of the employee; such situations will be handled on a case-by-case basis in Employer's sole discretion.

8.6 Notification. Any employee who has been discharged for just cause shall be given a written statement of the specific cause for the discharge at the time of discharge or within a reasonable time thereafter.

8.7 Abandonment: Employees who don't show up for scheduled hours or training sessions (without notice) for three days will be considered to have abandoned their position and will be terminated. On-call employees who don't work for a period of four months will be considered to have abandoned their position.

ARTICLE IX - DRUGS & ALCOHOL

9.1 Policy. The buying, selling, transportation, possession, use, or reporting to work under the influence of alcohol or other intoxicants, marijuana, hashish, cocaine, or any non-prescribed narcotic or controlled substance as defined by law while on Employer's premises, in clients' homes, or in Employer's vehicles, or during work hours, including meal and rest periods, is prohibited.

9.2 Medication. Employees utilizing any prescription medication and/or nonprescription medication or other substance which has warnings that its use may cause drowsiness or that it should not be used by people driving or operating machinery, or any other warnings that would have an impact on the employees' ability to safely and completely perform their normally scheduled job functions, shall immediately report this treatment to their supervisor.

9.3 Testing. Where the Employer has reasonable grounds to believe an employee is in violation of the employer's drug and alcohol policy (Policy 217, revised 2/2019 and attached as Appendix A), and in the event of any accident, Employer may require that the employee immediately submit to testing to be administered at an accredited testing facility. The Employer agrees to pay for the cost of any test administered and agrees to order a confirming test whenever initial test results are positive. The Employer and SEIU acknowledge this Collective Bargaining Agreement (CBA) supercedes policy, if such policies and the CBA come into conflict. Policy 217 may only be revised through the labor management team.

9.4 Searches. The Employer reserves the right to conduct searches of its property, vehicles or equipment at any time or place.

9.5 Violations. Violation of the Employer's drug and alcohol policy or refusal to submit to a required test may result in discipline up to and including discharge.

ARTICLE X – COMPENSATION

10.1 Wage Schedule. During the term of this agreement, Residential Support, Employment Services, and Village Experience Learning Center will be paid no less than the rates set forth in the following schedules. Contract employees shall be paid no less than minimum wage per hour.

Employees who support Residential clients are paid per Village Community's Residential contract with the Washington Department of Social and Health Services. The funds available for Residential wages, benefits, and taxes are determined by the Washington State Legislature.

Residential Program Staff will be paid according to the following schedule:

<u>Step</u>	<u>DSP</u>	<u>Asst Mgr or Ind Living Coordinator</u>	<u>Overnight</u>	<u>Float</u>
0-6 mo	17.25	19.25	18.25	18.00
7-12 mo	17.25	19.25	18.25	18.00
1	17.50	19.50	18.50	18.25
2	17.75	19.75	18.75	18.50
3	18.00	20.00	19.00	18.75
4	18.25	20.25	19.25	19.00
5	18.50	20.50	19.50	19.25
6	18.75	20.75	19.75	19.50
7	19.00	21.00	20.25	19.75
8	19.25	21.25	20.25	20.00
9	19.50	21.50	20.50	20.25
10	19.75	21.75	20.75	20.50
11	20.00	22.00	21.00	20.75
12	20.25	22.25	21.25	21.00
13	20.5	22.50	21.50	21.25
14	20.75	22.75	21.75	21.50
15	21.00	23.00	22.00	21.75

<u>Step</u>	<u>Float Overnight</u>	<u>Positive Behavior Support I</u>	<u>Positive Behavior Support II</u>	<u>Positive Behavior Coordinator</u>
0-6 mo	19.00	18.25	19.00	20.00
7-12 mo	19.00	18.25	19.00	20.00
1	19.25	18.50	19.25	20.25
2	19.50	18.75	19.50	20.50
3	19.75	19.00	19.75	20.75
4	20.00	19.25	20.00	21.00
5	20.25	19.50	20.25	21.25
6	20.50	19.75	20.50	21.50
7	20.75	20.00	20.75	21.75
8	21.00	20.25	21.00	22.00
9	21.25	20.50	21.25	22.25
10	21.50	20.75	21.50	22.50
11	21.75	21.00	21.75	22.75
12	22.00	21.25	22.00	23.00
13	22.25	21.50	22.25	23.25
14	22.50	21.75	22.50	23.50
15	22.75	22.00	22.75	23.75

As used in the wage rate schedules, a year of service is a 12-month period running from the employee's anniversary date.

Employees who exceed the years of service/step in the range will receive pay increases based on the formula of the range, i.e., if the steps are \$.25 per hour, they would receive an increase of \$.25 per hour.

Employment Services Specialists will be paid according to the following schedule:

Employees who support Employment Services clients are paid per Village Community's contracts with Snohomish County Human Services and the Washington Department of Social and Health Services. The funds available in this contract are determined by the Washington State Legislature.

<u>Step</u>	<u>Wage</u>
0-12 mo	17.00
1	17.00
2	17.00
3	17.00
4	17.18
5	17.65
6	18.12
7	18.59
8	19.06
9	19.53
10	20.00

As used in the wage rate schedules, a year of service is a 12-month period running from the employee's anniversary date.

The Quality Assurance and Administrative Coordinators will be paid an additional \$1.00 per hour.

Employees who exceed the years of service/step in the range will receive pay increases based on the formula of the range, i.e., if the steps are \$.25 per hour, they would receive an increase of \$.25 per hour.

Village Experience Learning Center Employees will be paid according to the following schedule:

Wage Rates to be determined.

As used in the wage rate schedules, a year of service is a 12-month period running from the employee's anniversary date.

Employees who exceed the years of service/step in the range will receive pay increases based on the formula of the range, i.e., if the steps are \$.25 per hour, they would receive an increase of \$.25 per hour.

10.2 Wage Adjustment. These rates shall be in effect until December 31, 2024 unless the vendor rate increase from the State of Washington for Residential or Snohomish DDA for Employment Services is five percent (5%) or greater during the term of the contract, at which times the parties will meet to determine new rates.

10.2.1 Wage adjustment for experience/education. New hires that have completed their orientation period and have previous applicable work experience/education may be placed on a step of the wage scale at the employer's discretion. The chapter president shall be notified if the wage adjustment occurs related to experience/education.

10.3 Wage Reduction. No current employee shall suffer a reduction in his/her hourly wage rate as a result of this Agreement.

10.4 Escorting Clients. Employees who work a shift of twenty-four (24) hours or more who spend the night with a client away from the client's home shall be paid per State and Federal law taking into account travel and on-duty time.

10.5 Travel. Employees are not allowed to use their personal vehicle for agency business unless they have received prior written approval from the Program Executive. Written approval is dependent upon the Employee meeting all criteria of the agency's policy "Driving of Personal Vehicles". Approved drivers will receive reimbursement paid at the current IRS business travel rate.

10.6 Employment Services Closures. In the event that one department makes clients unavailable to the other department, the employees of the affected department will be paid for up to three days of work per event. In the event that employees are not needed for regularly scheduled work for reasons other than the other department has made participants unavailable, Employer, at its sole discretion, may release employees for the time they are not needed, provided, that if Employer has twenty-four (24) hours notice that employees will not be needed for their regularly scheduled shift, such released employee shall be reassigned to a different location if an on-call employee is scheduled to work at that location. Such reassignments shall be made first to the released employee who has the fewest hours worked for that week. If two or more employees have the same number of hours, the reassignment among them shall be made on the basis of seniority.

ARTICLE XI – HOLIDAYS

11.1 Holidays. The following days are recognized by the Employer as holidays:

New Year's Day	Labor Day *
Martin Luther King Day (3 rd Monday in Jan.) *	Thanksgiving Day
Memorial Day (last Monday in May) *	Day After Thanksgiving *
Independence Day	Christmas Day

Employees may trade Christmas Day for another religious holiday if they so wish, providing there is adequate coverage for clients. Unpaid time off for other religious holidays may be granted upon mutual agreement between the employee and the Employer. The Employer acknowledges other holidays such as Veteran's Day, Passover, Easter, Ramadan, Kwanza and other religious or cultural observances, and encourages and supports employees in using their personal leave in honoring these days of personal significance.

11.2 Holiday Pay and Time Off. If one of the eight (8) holidays listed in section 11.1 falls during a regular employee's scheduled work period, the employee shall receive time off without loss of pay up to the number of hours the employee would have worked had it not been a holiday (if the employee has sufficient personal leave hours available). Employees who work on a holiday shall be paid one and one-half times their regular straight-time rate of pay for all hours worked. VCS Employment Services sites are closed during designated holidays; staff may only work on holidays with prior approval from their manager.

11.2.1 Employment Services Holiday. Employment Services staff have the option to work on minor holidays (*) with supervisor's approval. Employment Services staff shall be paid holiday pay at time and one half if they work on holidays..

11.3 Holiday on Scheduled Day Off. If one of the eight (8) holidays listed in section 11.1 falls on a regular full-time employee's scheduled day off, the employee may receive straight time pay up to a maximum of eight (8) hours pay (if the employee has sufficient personal leave hours available).

11.4 Rotation of Holiday Work. Consistent with the Employer's present practice and subject to staffing requirements, the Employer will attempt to rotate holiday work assignments equitably.

ARTICLE XII – PERSONAL AND FAMILY/MEDICAL LEAVE

12.1 Personal Leave. All employees shall accrue personal leave for purposes of vacation, holiday, sick leave and additional bereavement leave (see Section 13.3). Employees in orientation status shall only be allowed to use accrued personal leave for designated holidays according to Article 11.2 before their 90th day of employment. Employees rehired with 12 months of previous termination will have prior balance of personal leave not paid on separation restored to their personal leave bank.

12.1.1 Paid Family and Medical Leave. All Employees will participate in the Washington State Paid Leave and Medical Leave program ~~starting on 1/1/19~~. Both Employee and Employer will make contributions to the program based on gross wages per Employment Security rules will be administered by the Washington State Employment Security Department.

12.1.2 Long-Term Care Benefits. All Employees who do not submit an exemption letter will participate in the Washington Cares Fund. Employees will make contributions to the fund per Fund rules and timelines. Benefits will be administered by the Washington State Employment Security Department.

12.2 Rate of Accrual. The rate of accrual for Residential Program full-and part-time employees shall be based on length of service with the agency according to the following schedule:

Years of Service	Accrual Rate	Hours Equivalent	Days Equivalent	Weeks
0 – 6 months	.070	145.60	18.20	3.64
7 – 12 months	.080	166.40	20.84	4.16
1 year	.083	172.64	21.58	4.32
2 years	.089	185.12	23.14	4.63
3 years	.095	197.60	24.70	4.94
4 years	.100	208.00	26.00	5.20
5 years	.105	218.40	27.30	5.46
6 years	.109	226.72	28.34	5.67
7 years	.112	232.96	29.12	5.82
8 years	.114	237.12	29.64	5.93
9 years	.115	239.20	29.90	5.98
10 years	.116	241.28	30.16	6.03
10 years +	.116	241.28	30.16	6.03

. The rate of accrual for Employment Services and Village Experience Learning Center full-and part-time employees shall be based on length of service with the agency according to the following schedule:

Years of Service	Accrual Rate	Hours Equivalent	Days Equivalent	Weeks
0 – 6 months	.070	145.60	18.20	3.64
7 – 12 months	.080	166.40	20.84	4.16
1 year	.085	176.80	22.10	4.42
2 years	.095	197.60	24.70	4.94
3 years	.102	212.16	26.52	5.30
4 years	.109	226.72	28.34	5.67
5 years	.116	241.28	30.16	6.03
6 years	.123	255.84	31.98	6.40
7 years	.130	270.40	33.80	6.76
8 years	.133	276.64	34.58	6.92
9 years	.135	280.80	35.10	7.02
10 years	.138	287.04	35.88	7.18
10 years +	.138	287.04	35.88	7.18

The rate of accrual for On-Call Employees shall be .025 (1 hour for every 40 hours worked).

Employees may only accrue personal leave on the first 2080 hours worked in a year. As used in this schedule, a year of service is a 12-month period, running from the employee's anniversary date. All accrual rate changes shall be effective on the first day of the pay period following the employee's anniversary date.

12.3 Benefit Rate. Personal leave pay shall be the amount which the employee would have earned at the employee's regular straight-time rate of pay had the employee worked during the period.

12.4 Scheduling. Employees may use personal leave in increments of 15 minutes or more. Employees must provide a minimum of two weeks' notice for less than two weeks time off and one month's notice for two weeks or more time off, except in cases of illness or a regularly scheduled holiday unless otherwise mutually agreed upon by Employer and employee. In the case of conflicting requests by employees for personal leave, or limitations imposed by the Employer on personal leave requests, all personal leave requests will be considered on the basis of the date the request is submitted, and if submitted on the same date, then the employee's seniority within the Residential Support team or Employment Services or Village Experience Learning Center, provided the merit and ability of the employees affected are equal as determined solely by the Employer. Personal leave requested during the Christmas or New Years holiday shall be assigned on a rotational basis.

12.5 Accumulation. Personal leave accrued but not used shall accumulate from month to month to a maximum of 300 hours until separation, provided that each full-time employee must use at least one hundred twenty (120) hours of personal leave each calendar year and each part-time employee and/or new hire must use one hundred twenty (120) hours prorated to the number of hours they worked that year. First year employees shall not be required to use one hundred twenty (120) hours of personal leave.

12.6 Payment on Termination. Following an employee's one (1) year anniversary date, an employee shall be paid upon termination for all personal leave accumulated but not used up to a maximum of 200 hours; provided, however, this provision shall not apply to those employees who terminate their employment without giving the required fourteen (14) days prior written notice (and who work those hours with no PTO taken), or those employees who are discharged for cause, unless such termination is due to the employee's resignation due to an emergency beyond the employee's control; such situations will be determined on a case by case basis. Payment for personal leave accumulated but not used shall be at 85% of the employee's personal leave hours balance times their regular wage rate at termination. Leave used but not yet accrued will be deducted from the employee's final paycheck. Full-time or part-time employees that transition to on-call status may request in writing a pay out of up to 75% of their PTO balance.

12.7 Notification. Employees shall notify their supervisor or designee at least four (4) hours in advance, when feasible, of the employee's schedule shift if the employee is unable to report for duty as scheduled due to illness. The Employer will work to either cover or cancel the activities for that employee. The Employer may designate certain employee(s) to cover or cancel activities as appropriate. Employees must notify Employer each day of absence if they are unable to work unless prior arrangements have been made with their supervisor.

12.8 Proof of Illness. The Employer reserves the right to require reasonable written proof of illness or injury after three days' absence.

12.9 Personal Leave Bank Donations. The Program Executive or Operations Executive may approve an employee who has exhausted his/her personal leave bank due to hardship as eligible to receive personal leave bank donations from other employees. To be eligible to make a donation, an employee must have at least eighty (80) hours remaining after the donation. Any hours donated or transferred to the other designated employees is on an irrevocable basis. A written request for transfer must be submitted to the requesting employee's immediate supervisor. Final determination will be made by the Program Executive or Operations Executive and rules are based on VCS Policy 206.1, Personal Leave Donation Policy.

ARTICLE XIII - LEAVES OF ABSENCE

13.1 General. For special or urgent reasons an employee may apply for a leave of absence without pay. The Employer will give consideration to the circumstances of each application and shall have the right to determine whether or not the leave shall be granted and the duration. A consideration in granting or denying a requested leave of absence will be the ability of the Employer to provide coverage without extra cost in either supervisory time or overtime pay. All requests for leave of absence shall be submitted in writing as far in advance as possible, stating the reasons for the leave and the amount of time requested. A written reply granting or denying the request shall be provided by the Employer within thirty (30) days. After six months of employment, leaves may be granted up to a maximum period of nine (9) months.

13.1.1 Failure to Return. An employee who fails to return at the end of a scheduled leave of absence or any agreed upon extension of a leave of absence shall be considered terminated. If an employee takes employment elsewhere during the leave without the prior written approval of the Employer, the employee shall be considered terminated.

13.1.2 Benefits. An employee on a leave of absence without pay will not continue to accrue benefits during that leave, but there shall be no loss of previously accrued personal leave benefits if the employee returns to work at the end of the allowed leave. The employee may continue health insurance benefits if he or she pays 102% of the premium on or before the 25th day of the month before the month for which coverage is desired.

13.1.3 Reinstatement. If a leave of absence does not exceed thirty (30) days, the employee will be entitled to return to his or her former job provided interim coverage can be obtained and the employee returns at the end of the scheduled leave. If a leave exceeds thirty (30) days or interim coverage would cost the Employer more, the Employer does not guarantee that the employee can return to his or her former position, but the employee will be eligible for the first available similar position without loss of accrued benefits, provided the employee is available to return to work on or before expiration of the leave.

13.2 Educational Leave. After one (1) year of continuous employment, permission may be granted for a leave of absence of up to nine (9) months without pay for job-related study approved by the Employer. Reinstatement will be controlled by paragraph 13.1.3. If the Employer requests an employee to attend an outside workshop or institute, the employee's regular salary, tuition and reasonable expenses shall be paid by the Employer.

13.3 Bereavement Leave. Employees shall be allowed up to four (4) days of that employee's scheduled working days off with pay, in the event of a death in the employee's immediate family. The immediate family shall be defined as spouse, child, parent, grandparent, brother, sister, grandchild, parent-in-law, step relations, brother/sister-in-law, domestic partner, foster children or any significant other living in the same household. The four (4) days shall not be deducted from the Employee's personal leave bank. Employees shall be allowed an additional two (2) days at their discretion, but such day(s) shall be deducted from their Personal Leave Bank. Additional Personal Leave may be approved at the supervisor's discretion.

13.4 Military Leave. Leaves without pay for military duty shall be granted in accordance with applicable law.

13.5 Jury Duty. Employees shall be granted up to twenty four (24) hours of regular pay for time spent on jury duty occurring on scheduled work days. The twenty four (24) hours shall not be deducted from the Employee's personal leave bank. The Employer may require documentation of time spent on jury duty.

ARTICLE XIV - EDUCATIONAL OPPORTUNITIES

14.1 In-Service Training. In-service education programs shall be conducted at various times through out the year, with the dates and times of the programs posted as far in advance as possible. In-service education programs will be scheduled in an effort to accommodate varying work schedules. Employees may suggest topics for in-service education. All new hires and relief staff are required to attend the Employer provided orientation class.

14.2 Professional Meetings, Trainings. Subject to scheduling requirements, budgetary considerations and prior approval of supervision, employees shall be allowed to attend business meetings or conferences relating to their employment.

ARTICLE XV – SENIORITY

15.1 Seniority Defined. Seniority shall be defined as the employee's last beginning date of continuous employment.

15.2 Terminations of Seniority. The seniority rights of an employee shall be lost for the following reasons:

- (a) Resignation;
- (b) Discharge for just cause;
- (c) Retirement; and
- (d) Lay off status for twelve (12) months.
- (e) Failure to respond to recall notice.

Seniority shall not accrue while an employee has management status.

15.3 Application of Seniority. For promotions, layoffs (defined as any reduction in force), shifts,

overtime and transfers the following shall apply:

15.4 Reduction in Force. Staff reduction shall be determined according to seniority with reduction beginning with the employee with the least seniority within the job classification, then by department, and last by bargaining unit. If no present job classification remains for a specific employee, then the employee shall exercise seniority in any lesser position in his/her current department for which they are qualified. If no job classification exists within their current department, then the employee shall exercise seniority in any lesser position in the bargaining unit, if qualified.

15.4.1 Lay Off Limitations. No full-time employee shall be laid off while there are part-time, temporary, or orientation status employees working in the same job classification; provided however that the part-time employee shall not be laid off if the full-time employee is unwilling to accept the part-time job.

15.4.2 Recall. Employees who are reduced in force shall remain in a recall pool for eighteen (18) months. Such employees shall be offered any available time for which they are qualified until they are reinstated to their previous work status. Employees in the recall pool shall provide the employer with current contact information including phone numbers, physical address/ mailing address and email address. The Employer will notify the employee of recall by any available means, but shall at least include certified letter. Failure of the employee to respond within five (5) business days will result in loss of recall status if a bona fide reason for the failure to respond is not provided.

15.4.3 Recall Benefits. Employees reduced completely through layoff/Reduction in Force shall retain, but not further accrue, their personal leave and seniority rights while in the Recall Pool up to eighteen (18) months.

15.5 Promotions and Lateral Transfers. The Employer shall select the most senior employee applying for a promotion or lateral transfer who is qualified for the position. An employee who is currently working in a job classification who applies for a lateral transfer shall be deemed to be qualified.

15.6 Shift Assignments. Shift assignments within each team may be determined by mutual agreement. For open shifts, if mutual agreement within the team cannot be reached, they will be posted and filled on the basis of seniority. Based on written applications of interest, seniority will be applied in the following order:

- 1) Within the current natural team.
- 2) Department wide.
- 3) Agency wide.

If no one accepts the open position, it may be offered to relief employees

15.7 Overtime. See Section 6.2 Overtime.

15.8 Transfers. Transfers are movement between teams or departments where openings may or may not exist.

15.8.1 Voluntary Transfers. See 15.5 Promotions and Lateral Transfers.

15.8.2 Involuntary Transfers. Involuntary transfers between teams or departments may occur by mutual agreement between both the Employer and the SEIU Union Representative.

ARTICLE XVI - BENEFIT PLANS

16.1 Medical and Dental Insurance. The Employer shall advise the Union (which shall include the union L/M team members) of the proposed meeting with the broker each year to gather updated information and the parties will determine the benefit levels and plan design for any health care and dental plans bargaining unit employees will be eligible for coverage. If the Employer wishes to change medical or dental plans, it shall inform the Union and bargain such changes prior to any such changes taking place. The Employer and the Union shall then meet to bargain concerning the amount of the employees' contribution for the premium. Until such time as the Union and the Employer have met and negotiated, the status quo will prevail.

16.2 Eligibility. Regular employees working 30 hours or more per week are eligible to participate in the Employer's Health and Welfare plans. Utilization will become effective on the first day of the month following 60 days of continuous employment. Relief employees who change status to regular employment may be granted credit for benefit eligibility if for two (2) months prior to the status change there was continuous employment of at least 30 hours per week.

16.3 Premium Payments. The Employee monthly medical premium will be determined during benefit determination in October/November each year (see 16.1). When an employee is eligible for medical benefits the Employer pay:

100% of the premium cost (less employee's monthly premium) for employees regularly scheduled 36 or more hours per week

90% of the premium cost (less employee's monthly premium) for employees regularly scheduled at least 34 but under 36 hours per week

85% of the premium cost (less employee's monthly premium) for employees regularly scheduled at least 32 but under 34 hours per week

80% of the premium cost (less employee's monthly premium) for employees regularly scheduled at least 30 but under 32 hours per week

The Employer agrees to pay up to \$71.80 toward dependent (either spouse or child(ren)—not both) coverage of medical (not dental or vision) insurance. Any additional dependent coverage premiums will be paid by the employee. Non eligible employees who work at least 20 hours per week may elect to participate in the Employer's Health and Welfare plan with the entire premium to be paid by the employee, if allowed by the Employer's health insurance contracts. All Employees who voluntarily elect to participate in the Employer offered Voluntary Insurance Programs will be responsible for the full cost of such voluntary insurance premiums.

16.4 Workers' Compensation. Workers' Compensation insurance shall be provided by the Employer except for the employee contributions provided for in the present Industrial Insurance Act or as subsequently amended.

16.5 Medical Premiums/Industrial Accidents. For the first sixty (60) days that an employee is temporarily totally disabled due to an industrial accident in the course of employment at Employer and which has been accepted by the Department of Labor and Industries, Employer will pay the employee's COBRA premiums to the same extent as set forth in Section 16.1 and 16.2. After sixty (60) days, the employee shall be responsible for making all premium payments in accordance with current regulations.

16.6 Retirement Benefit. The Employer shall maintain a 403(b)(7) plan. The Employer may match the employee's contribution up to a predetermined amount of the employee's gross annual wage. The L/M team may provide a recommendation as to the contribution amount, however the Employers contribution shall be discretionary and determined by Board of Directors by the end of January in each contract year (or when the budget is adopted). Such contributions shall be retroactive to January 1st of the contract year and shall continue until December 31 of the next contract year. Employees may contribute through payroll deduction up to the IRS limitations.

ARTICLE XVII - NO STRIKE-NO LOCKOUT

17.1 No Work Interruptions. It is the intent of the parties to settle disputes by the grievance procedure provided for herein. It is, therefore, agreed that during the term of this Agreement, (a) the Employer shall not lock out its employees, and (b) neither the employees nor their agents or other representatives, including but not limited to the Union, shall, directly or indirectly, authorize, assist, encourage or participate in any way in any strike affecting Employer, including any sympathy strike, picketing, hand billing, walkout, slowdown, boycott or any other interference with the operations of the Employer, including any refusal to cross any other labor organization or other parties' picket line. In the event of any such activity referred to in clause (b) above, the Union and their officers and agents shall do everything within their power to end or avert the same. In addition, any employee participating in any of the activities referred to in clause (b) above shall be subject to immediate dismissal, permanent replacement, or lesser discipline, at the Employer's discretion.

ARTICLE XVIII - GRIEVANCE PROCEDURE

18.1 Grievance Defined. A grievance is defined as any alleged breach by the Employer of any express term of this Agreement. If any such grievance arises during the term of this Agreement, it shall be submitted to the following procedure. Any time limits specified in this Article may only be extended by mutual written consent between the Union and the Employer. If grievant or the Union does not comply with time limitations set forth in this Article, the grievance shall be null and void. If the Employer does not comply with any time limitations in this Article, the grievance shall move to the next step of the grievance procedure.

18.2 Grievant. Either an employee(s) or the Union may grieve under this Agreement. While the employee grievances are to be processed through all steps of the procedure, the Union starts the grievance procedure at Step II of the grievance procedure.

18.3 Step I: Employee and Immediate Supervisor. It is the desire of the parties to this Agreement that grievances be adjusted informally wherever possible and at the first level of supervision. If an

employee has a grievance, the employee shall first discuss it with his or her immediate supervisor (and a Union shop steward, if requested by the employee) within fourteen (14) calendar days of the event giving rise to the grievance or the date the grievant and/or Union should have known of the event. The supervisor shall provide the employee with an oral response within three days.

18.4 Step II: Executive Director. If the employee or the Union is not satisfied with the reply in Step I, the employee or the Union, within twenty-one (21) calendar days of the event giving rise to the grievance, may refer the grievance in writing to the Program Executive. The written grievance shall contain a description of the alleged problem, the date it occurred, the provision in the Agreement allegedly violated and the corrective action the grievant is requesting. A conference between the employee, a union representative, a Union shop steward if requested by the employee, and the Program Executive or a designee shall then be held at a mutually agreeable time. The Program Executive or a designee will endeavor to resolve the grievance and shall respond in writing within fifteen (15) calendar days of the meeting with the grievant or the Union.

18.5 Step III: Employee/Personnel Committee. If the matter is not resolved to the employee's satisfaction in Step II, the grievance may be referred in writing to the Personnel Committee of Board of Trustees by the grievant or a Union representative within fourteen (14) calendar days after the Step II decision. The Personnel Committee shall consider the matter and issue a written reply in fourteen (14) calendar days following receipt of the grievance.

18.6 Dispute Resolution. If the grievance is not resolved by the Director, the grievance may, within fifteen (15) days, be referred to a mediator. The Union or the Director shall forward a request to a mutually acceptable mediation service. Upon designation of a mediator mutually agreed upon, the parties will make every attempt to schedule a date for mediation at the earliest possible convenience to all parties.

- a. Proceedings before the mediator shall be confidential and informal in nature. No transcript or other official record of the mediation conference shall be made.
- b. The mediator shall attempt to ensure that all necessary facts and considerations are revealed. The mediator shall have the authority to meet jointly and/or separately with the parties and gather such evidence as deemed necessary.
- c. The mediator shall not have the authority to compel resolution of the grievance. If the mediator is successful in obtaining agreement between the parties, he/she shall reduce the grievance settlement to writing. Said settlement shall not constitute a precedent unless both parties so agree.
- d. If mediation fails to settle the dispute, the mediator may not serve as an arbitrator in the same matter nor appear as a witness for either party. Nothing said or done in mediation may be referred to or introduced into evidence at any subsequent arbitration hearing.

18.7 Arbitration

18.7.1 Selection of Arbitrator. If the grievance is not settled on the basis of the foregoing procedures, the Union may submit the issue in writing to arbitration within fourteen (14) calendar days after receipt of the decision of the Personnel Committee in Step III. After notification that the dispute is submitted for arbitration, the Employer and the Union shall

attempt to agree on an arbitrator. If the Employer and the Union fail to agree on an arbitrator within fourteen (14) days of the Union's written demand to arbitrate, the Union shall promptly request from the Federal Mediation & Conciliation Service a list of seven (7) arbitrators who hear cases in Washington State and who reside in either Oregon or Washington. The parties shall toss a coin to determine who will strike the first name from the list. The parties shall thereupon alternate in striking a name from the panel until one name remains. The person whose name remains shall be the arbitrator.

18.7.2 Arbitrator Authority. The Arbitrator's decision shall be final and binding on all parties, in compliance with local, state, and federal laws and regulations, and subject to the following terms and conditions. The Arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement, but shall be authorized only to interpret existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute. If the Arbitrator finds the Employer was not limited by this Agreement from taking the action grieved, he or she shall have no authority to limit the Employer's action and shall not substitute his or her judgment for the Employer's. Any dismissal by the Arbitrator, whether on the merits or on procedural grounds, shall bar any further arbitration.

18.7.3 Costs. Each party shall bear one-half (1/2) of the fee of the Arbitrator and any other expense jointly incurred by mutual consent incident to the arbitration hearing. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party.

18.7.4 Information. Except where specifically provided elsewhere in this Agreement, neither party shall be required during the term of this Agreement to provide the other party with any data, documents or information in its possession or under its control for any purpose except insofar as it may be relevant to a pending grievance or to a potential grievance matter under investigation. The Union must provide a written statement of the grievance matter under investigation. If necessary, the Arbitrator shall resolve discovery rights of the parties as to grievances submitted to arbitration.

ARTICLE XIX - OCCUPATIONAL HEALTH AND SAFETY

19.1 Personal Safety Training. The Employer shall provide the training necessary, in accordance with the Agency's state and county contract, to ensure that all appropriate personnel are trained in authorized techniques.

19.2 Safe Workplace. The Employer will maintain a safe and healthful work place in compliance with all Federal, State, and local laws applicable to the safety and health of its employees.

19.3 Safety Committee. A safety and health committee shall be formed composed of two bargaining unit employees and two Employer representatives. The purpose of the committee shall be to investigate safety and health issues in the work place and its employees. Broad based and persistent health and safety concerns of individual employees or employee groups can be

addressed to the committee if they have not been adequately responded to at the facility or unit level. The Safety and Health Committee acts exclusively in an advisory capacity.

19.4 Protective Equipment. The Agency will provide individualized protective equipment based on client's identified health and safety issues.

ARTICLE XX - LABOR/MANAGEMENT COMMITTEE

20.1 Committee. A committee consisting of two representatives of the Union designated by the Union and two representatives of Employer shall meet semi-annually, or more frequently if mutually agreed, at a time mutually agreed upon, to discuss matters of mutual concern. Employees on the committee will be paid up to a maximum of two (2) hours of compensation for attendance at the meetings.

20.2 Participant /Home Staffing. If an employee believes that a problem exists due to inadequate staffing, the employee/Union may request the opportunity to seek redress through the Labor and Management Committee only after first trying to resolve the issue by talking with their supervisor/Executive Director.

20.3 Labor Management Meetings On an agreed date set by the Union and VCS, an email shall be sent requesting any labor management issues to be put on the agenda to be addressed. If no issues are turned in by either side, the labor management meeting shall be cancelled. This shall promote good communication, staying in touch with any concerns, and promote good communication and problem solving.

ARTICLE XXI - GENERAL PROVISIONS

21.1 Past Practices. Any and all agreements, written and verbal, previously entered into by the parties hereto are in all things mutually canceled and superseded by this Agreement. Furthermore, unless specifically provided herein to the contrary, past practices shall not be binding on the Employer.

21.2 Effect of Invalidity. This Agreement shall be subject to all present and future applicable federal and state laws, executive orders of the President of the United States or the governor of the State of Washington, and rules and regulations of governmental authority. Should any provision or provisions become unlawful by virtue of the above or by declaration of any court of competent jurisdiction, such action shall not invalidate the entire Agreement. Any provisions of this Agreement not declared invalid shall remain in full force and effect for the life of the Agreement. If any provision is held invalid, the Employer and Union shall enter into immediate negotiations for the sole purpose of arriving at a mutually satisfactory replacement for such provision.

21.3 Amendments. Any changes or amendments to this Agreement shall be in writing and executed by both parties.

21.4 Duration. This agreement shall be in effect from January 1, 2022 through and including December 31, 2024.

Village Community Services Policy 217 Drug/Alcohol Free Environment

Village Community Services will maintain a drug/alcohol free working environment.

The buying, selling, transporting, manufacturing, possession, or use of alcohol or other intoxicants, marijuana, hashish, cocaine or any non-prescribed narcotic or controlled substance as defined by law while engaged in duties and or acting on behalf of Village Community Services is strictly prohibited. Such duties and or activities may include: being on the premises of Village Community Services, in vehicles belonging to VCS, while transporting a participant within your personal vehicle, while on duty, during working hours including meal and rest periods and or in the private residence of a participant.

It is understood that any employee who is convicted of a drug related offense shall be subject to disciplinary action, which may include suspension and/or termination from employment. Village Community Services reserves the right to require any employee convicted of a drug offense while employed by VCS or in violation of this policy to submit to drug counseling or rehabilitation services as part of a supportive disciplinary plan.

1) Prescription Drugs:

Any employee utilizing a prescription or over the counter medication or any other substance which has warnings that its use may cause drowsiness or that it should not be used by people driving or operating machinery, or any other warning that would have an impact on the employee's ability to safely and completely perform her/his normally scheduled job functions shall immediately report

the use of the medication/treatment to her/his supervisor.

- 2) Testing:
Where the employer has reasonable grounds to believe an employee is in violation of this drug and alcohol policy, and/or in the event of any accident, the employer may require that the employee immediately submit to testing to be administered at a health care facility. The employer agrees to pay for the cost of the test administered and agrees to order a confirming test at the employee's request whenever the initial test results are positive.
- 3) Searches:
The employer reserves the right to conduct searches of its property, vehicles or equipment at any time or place.
- 4) Violations:
Violation of this drug and alcohol policy or refusal to submit to a required test may result in disciplinary action up to and including discharge.

This statement of policy is presented to you and adopted by Village Community Services pursuant to the provisions of the Drug Free Workplace Act of 1988.

All employees must sign their initial orientation as having read the above and understand that as a condition of employment all employees must abide by this policy.

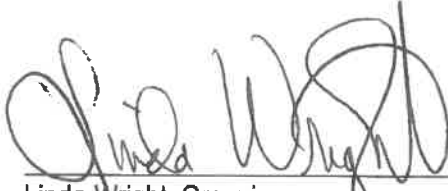
Revised 6/2022

CONTRACT AGREEMENT
BETWEEN
VILLAGE COMMUNITY SERVICES
AND
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 925
JANUARY 1, 2022 THROUGH DECEMBER 31, 2024



Tamir Wierman, Executive Director- Operations
VILLAGE COMMUNITY SERVICES

Date 6-23-2022



Linda Wright, Organizer
SERVICE EMPLOYEES INTERNATIONAL
UNION CTW, Local 925