

PREAMBLE

This Agreement is made and entered into by and between NORTHWEST CENTER (hereinafter referred to as the “Employer”) and United Food and Commercial Workers Local 3000 (hereinafter referred to as the “Union”).

It is the intent and purpose of the Employer and the Union to promote and improve Labor Management relations between them and to set forth the understanding reached between the parties with respect to wages, hours of work and conditions of employment.

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 1 - RECOGNITION

1.1 Bargaining Unit. The Employer hereby recognizes the United Food and Commercial Workers Union Local No. 3000 as the sole and exclusive Collective Bargaining Agency for all existing and future units consisting of all full-time, regular part-time and per diem Dietitians, Family Resource Coordinators, Infant Mental Health Therapists, Occupational Therapists, Physical Therapists, Special Educators, Speech Language Pathologists, Office Assistants, Office Managers, Billing Analysts and Intake Specialists employed by the Employer in its Kids Early Supports department at its facilities located in Seattle, Washington and surrounding areas; excluding all other employees, managerial employees, confidential employees, and guards and supervisors as defined in the Act.

1.2 New Positions. New job classifications for which the primary duties are providing direct services to families and children under Early Supports Programs, or providing administrative support primarily dedicated to the Early Supports Programs, which are established during the term of this Agreement, 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 wage scale for the new position for a period of thirty (30) days, at the conclusion of which the position shall be posted. In the event that the Union and Employer are not able to reach an agreement within the 30 day period, the position shall be posted using the wage scale from the then-current bargaining unit position that is most similar in terms of primary job duties to the new position.

1.3 Successor. In the event of a sale of the Northwest Center entity, or its assets, to a buyer, the Employer shall inform any prospective buyer that there is a Collective Bargaining Agreement in place and shall inform such buyer of its obligations under the National Labor Relations Act to recognize the union and its bargaining obligations with respect to the union.

ARTICLE 2 - UNION MEMBERSHIP; DUES DEDUCTION

2.1 Membership. Bargaining unit employees who are employed as of the date of ratification and choose to become Union members, will remain in good standing for the duration of this agreement. The Union and the Employer agree that those employed on the date of the first ratification, who exercised their option not to join the Union, shall have the option of remaining

non-members and shall have no obligation to join the Union or pay an equivalent amount to a charity for the duration of this Agreement; as outlined in 2.1.1; provided; however, should such an employee join the Union after this Agreement is ratified, the employee shall comply with the membership commitments of this Article thereafter.

All new employees hired after the first ratification shall become and remain members of the Union on or before the thirtieth (30th) day of employment. Membership in the Union shall be a condition of continued employment. At the close of fourteen (14) working days after receipt of written notice from the Union that an employee has not complied with the Union Security Clause of this agreement, for failure to submit a membership application, or has been suspended for failure to tender dues and/or fees, the Employer shall discharge such employee if the employee is then not in good standing in the Union. The Employer agrees that when the Union notifies the Employer within three (3) days of termination, that the reason for the discharge was a bona fide clerical error, the Employer will reinstate the employee to their former position on the next weekly schedule, but that no back pay shall be owed.

2.1.1 Religious Objection. Any employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting labor organizations shall not be required to join or financially support the Union as a condition of employment. Such an employee shall, in lieu of dues and fees, pay sums equal to such dues and fees to a non-religious charitable fund. These religious objections and decisions as to which fund will be used must be documented and declared in writing to the Union. Any employee exercising their right of religious objection must provide the Union with a receipt of payment to an appropriate charity on a monthly basis. The Union shall bear responsibility to determine whether an employee's request for religious accommodation meets the requirements of this section, and for approving any such request.

2.1.2 Notification. The Employer shall make newly hired employees aware of the representation fee/membership conditions of employment at the time of hire. The Employer further agrees to distribute a copy of this Agreement to each new eligible employee, along with a membership application., copies of which will be provided by the Union.

2.2 Dues Deduction. The Employer shall deduct dues and the Union initiation fee, or reinstatement fee from the pay of each member of the Union who voluntarily executes a wage assignment authorization form. When filed with the Employer, the authorization form will be honored in accordance with its terms. Deductions will be promptly transmitted to the Union by check payable to its order. In order for dues to be deducted by a given payday, the membership application must be received seven days prior to such payday. In the event the membership application 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. 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.

2.3 Active Ballot Club Check-off: The Employer agrees to deduct contributions in an amount designated by the employee from the paychecks of those employees whose individual written unrevoked authorizations are on file with the Employer and to transmit the amount so deducted to the Union. Said deduction authorization shall be in such form as to conform with governing Federal and State laws applicable to Political Action Committees (PAC).

2.3.1 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.

2.4 Bargaining Unit Roster. 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, 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.

2.4.1 The Union shall without limitation indemnify and hold the Employer harmless from any and all claims arising from the Employer's requirement to comply with Sections 2.2 and 2.3.

2.5 Job Descriptions. The employer will maintain job descriptions for all positions covered by this Agreement. Copies of these descriptions will be made available to employees and the Union upon request.

ARTICLE 3 - UNION REPRESENTATIVES

3.1 Access to Premises. 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. Elected stewards of the Union are immune to discipline while acting clearly in the scope of their union dues, 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 Early Supports facilities for the above matters to the same extent as employees can access those facilities for other reasons.

Such access shall only be granted to non-employee representatives of the Union with the permission of the Chief Mission Officer, which permission shall not be unreasonably denied.

3.2 Bulletin Boards. Bulletin board space designated by the Employer in each work area will be provided for Union announcements and notification of Union activity.

3.3 Meeting Rooms. The Union may use designated meeting rooms of the Employer for meetings of the union with permission from the Employer. This is provided that sufficient advance request for meeting facilities is made and that space is available.

3.4 Orientation. All new hires shall have the opportunity to meet with union Representatives and stewards who are Northwest Center employees for at least 15 minutes, but no more than 20 minutes of dedicated time within their first 30 days, at a time that is mutually convenient to the new hire and to the employee representative, while both employees are on shift. The new hire shall have the right to decline such meeting. Union Orientation shall not interfere with or delay the performance of any work.

3.5 Negotiations. The Employer shall provide unpaid release time for employees attending contract negotiations provided the negotiation dates are selected by mutual agreement of both the Employer and the employees attending the bargaining. The Employer shall also provide unpaid release time for bargaining preparation, specifically for each renewal of the present Agreement. The Employer shall provide a maximum of two (2) days per employee, for three (3) separate employees, provided the preparation dates are requested two (2) months in advance.

3.6 Employee participation in Union Activities. Employees may request PTO off work for Union activities such as executive board meetings, officer meetings, steward meetings and training sessions, and/or union conventions. Such time off requests shall not be unreasonably denied under Employer's applicable PTO policies, and shall be treated no differently than requests for PTO for any other reason.

The Union will identify one bargaining unit member to serve on the UFCW 3000 Health Care Advisory Board, that meets three times per year. The bargaining unit member appointed shall have the option of taking unpaid leave for the dates of the Advisory Board meetings or taking any accrued PTO they may have. The Union shall notify the Employer in writing of the dates no later than two (2) months prior to the meetings.

ARTICLE 4 – DEFINITIONS

4.1 Full-Time Employee. A full-time employee is one who is regularly scheduled to work a continuing schedule of thirty (30) hours or more per week.

4.2 Part-Time Employee. A part time employee is one who is regularly scheduled to work a continuing schedule of less than thirty (30) hours per week.

4.3 Probationary Employee. A probationary employee is a full-time or part-time employee who has been continuously employed by the Employer for less than ninety (90) calendar days. After ninety (90) calendar days of continuous employment, the employee will attain regular status. During the probationary period, an employee may be terminated without recourse to the grievance procedure.

4.4 Preceptor. A preceptor is an experienced employee who is proficient in clinical teaching and communications skills and is assigned by the Employer the responsibility for supervising students. Inherent in the preceptor role is the responsibility for specific criteria-based and goal-

directed education and assessment for a specific time period. The Employer shall not require or request any employee to serve as a preceptor. Employees will serve in the preceptor role voluntarily and at their own request. In the event an employee wishes to serve as a preceptor, there shall be no increase to employee's hourly pay or compensation.

4.5 Mentor. A mentor is an experienced employee who is proficient in clinical teaching, communication skills, and Northwest Center specific policies and procedures. The selection process and compensation with respect to mentors is outlined in the MOU executed on November 6, 2023, outlining the "Onboarding Mentorship Program" and Speech Language Pathologist Clinical Fellowship Pay.

4.6 Clinical and Educator Provider. A "Provider" is any employee who provides clinical and/or educational services directly to families. These include, but are not limited to, Speech Language Pathologists, Occupational Therapists, Dietitians, Infant Mental Health Specialists, Special Educators, and Physical Therapists.

4.7 Union Steward. A Union Steward is a rank-and-file union member at NWC that receives leadership training from the Union and acts as a Union Representative for their coworkers. The Union may select stewards from among employees in the bargaining unit by democratic process or by volunteers. The stewards shall not be recognized by the Employer until the Union has given the Employer written notice of selection. Trained Union Stewards activities may include but are not limited to: attending investigatory interviews (Weingarten meetings) to represent their coworkers pursuant to 5.4.1, attending grievance meetings, and participating in New Employee Orientation pursuant to Section 3.4. Labor Management Committee meetings pursuant to Article 15 shall be excluded. NWC will provide a premium of up to a maximum of two hours per month to one assigned steward per month for time spent on the above referenced activities during regular working hours, which time shall be considered time worked and count toward overtime. NWC will not pay for any time outside of regular working hours for time spent on the above activities. The Union shall notify the Employer who the assigned steward for the given month is, and if there is a change.

4.8 Union Representative. A Union Representative is an employee of UFCW 3000 that represents the bargaining unit and trains and supports Union Stewards.

4.9 Overtime Rates of Pay. Overtime rates shall be calculated in accordance with the Fair Labor Standards Act.

ARTICLE 5 - EMPLOYMENT PRACTICES

5.1 Non-Discrimination. The Employer and the Union agree not to discriminate or condone harassment in any manner in conformance with applicable federal and state laws against any employee by reason of race, color, religion, creed, sex, gender, gender identity, marital status, national origin, age, sexual orientation, veteran status, disability, genetic information or membership (or non-membership) in the Union or lawful activities on behalf of the Union.

Grievances alleging unlawful discrimination or harassment in violation of this Agreement may be pursued and resolved through the grievance and arbitration procedure contained in this Agreement, provided that all requirements for the filing and maintenance of a grievance through arbitration are satisfied and that the employee and/or Union have not initiated or filed a complaint or legal action based on the same event(s) with a federal, state or local agency or court. In the case of allegations covered by this Paragraph, the initiation or filing of a complaint or legal action alleging unlawful discrimination or harassment with a federal, state, or local agency or court shall waive the employee's and/or Union's right to pursue the same matter as a grievance pursuant to this Agreement. Any grievance alleging unlawful discrimination or harassment shall be deemed withdrawn at any step of the grievance and arbitration procedure upon the filing of such a complaint or legal action. Employees and the Union are not required to exhaust the grievance and arbitration procedure of this Agreement before initiating or filing a complaint or legal action alleging unlawful discrimination or harassment with any federal, state, or local agency or court.

5.1.2 DEI and Anti-Racism. The Employer further agrees to continue enacting policies and practices that promote equity, diversity, inclusion, and Anti-Racism in the workplace, which aspire to actively build an organizational culture and inclusive work environment where everyone feels heard, respected, and engaged. These shall include developing inclusionary practices, training to them, and identifying new and emerging best practices that further these goals. The frequency and content of practices and trainings shall be determined by management in its sole discretion. However, an alleged violation of this provision 5.1.2 shall not be subject to the grievance and arbitration procedure set out in Article 17. Progress and feedback may be discussed within the Labor Management Committee ("LMC"). LMC meetings and guidelines around such meetings will be addressed in Article 15.

5.1.3 Employee and Gender Identity. The Employer will allow employees to use their stated name and pronouns on any form of company identification (e.g., name tags, embroidered uniform, etc.), and will use the Employees stated name and pronouns where possible. Employees of any gender identity/expression can use whichever restroom with which they are most comfortable.

5.2 Notice of Resignation. Employees will be encouraged to give at least fourteen (14) days' written notice of resignation. Employees who have been employed for at least one year will be paid their accrued PTO in full, up to the maximum of 0-59 months: 204 hours, 60-119 months: 252 hours, 120+ months: 312 hours.

5.3 Notice of Termination. Regular full-time and regular part-time employees shall be entitled to two (2) weeks' notice or pay in lieu thereof in the event of a layoff pursuant to section 6.2, plus any accrued PTO, (provided one (1) year of employment has been completed).

5.4 Discipline and Discharge. No full-time or part-time employee will be disciplined or discharged except for just cause.

"Just cause" will be defined to include the concept of progressive discipline (such as verbal and written reprimands, the possibility of suspension without pay and termination). A copy of all written disciplinary actions will be given to the employee. Employees will be required to sign the

written disciplinary action for the purpose of acknowledging receipt thereof. If an employee refuses to sign, that will be documented as acknowledgement of receipt.

5.4.1 Union Representation. Employees shall have the right to have a Union Representative present during any investigatory interview and may request reasonable postponement until a steward or representative of the Union is available. Management will inform the employee of their representational rights before any investigatory interview.

5.4.2 Performance Improvement Plan. Performance Improvement Plans (PIPs) may be utilized as part of progressive discipline. Employees shall have the right to have a Union Steward or representative of the Union during PIP delivery and check-in meetings.

5.4.3 Employee Coaching. Employee coaching offered to employees for the purpose of providing high quality Early Supports services shall be considered coaching. By calling a coaching meeting, the Employer is making the assertion that the meeting is not expected to lead to disciplinary action, and therefore the employee does not have a right to have a steward representative who is an employee of the union present.

5.5 Personnel File. Personnel records will be maintained for each employee. These files contain a formal administrative record of the individual's employment history with the company.

Employees may request a copy of the employee's personnel file which is relevant to the Employee's concerns. Applicable records include: Dates of employment, wages, job titles, job description, annual reviews, PIP, progressive discipline, or employee written rebuttals.

5.6 Transportation. Each employee whose assigned duties may require any travel away from the Employer's office or employee's house will, as a condition of employment, provide their own automobile transportation in order to complete any such assigned duties. The employee will be reimbursed for tolls and mileage as stated in the NWC Mileage Expense Reimbursement Procedure. Any damages or accidents to the employee's automobile (not by fault of employee), shall be turned in to the employee's insurance. If there are still out of pocket costs after insurance coverage, and the employee submits a police report with sufficient facts to confirm the accident or damage occurred while the employee was driving between client homes or between a NWC facility and a client home, or was parked at a client's home, the Employer will reimburse the employee for amounts not covered by insurance up to a maximum of \$500, which shall be the maximum amount paid to any employee under this provision per calendar year.

As a condition of continued employment, such employees must maintain a valid driver's license and minimum automobile liability insurance coverage, as required by Washington State.

5.7 Parking. Where free parking is available to the Employer at the office site, free parking will be provided to employees. Any parking charges for parking lots or meters incurred while on business will be reimbursed as stated in the NWC Mileage Expense Reimbursement Procedure.

5.8 Work Environment. All positions will be designated as remote or in-person work positions in job postings. Management has the right to and sole discretion to determine which positions shall be considered remote. Within 30 days post ratification, all employees will meet with their supervisor or director to affirm their position as either remote or in-person.

5.8.1 Remote Work Positions. Any position designated as a remote work position by management shall be designed so that the remote employee may complete almost all job duties remotely. However, in order to facilitate remote visits, remote employees may be required to conduct in-person tasks, in certain limited instances, such as if a family is in need of assistance in-person, for completing paperwork, navigating technology or initial visit with families to get acquainted. Such in-person tasks shall be combined into one trip wherever possible (“Trips”), but Trips shall not be required more than ten times per year, unless the employee so chooses. Nothing herein shall affect NWC’s requirements to provide reasonable accommodations under the ADA or Washington state law.

Remote employees are required to inform their supervisor if a family requests or needs assistance with in-person tasks.

- A. In order to comply with in-person visit requirements, remote clinical and educator providers will only be assigned to families who have requested remote sessions only and formally documented this choice through a written waiver.
- B. In order to account for the reduction in drive time for remote employees, their weighted caseload maximum will be increased by 25%, but in no event shall the caseload maximum exceed county or other customer requirements.

5.8.2 In-person Work Positions. In-person work positions are a combination of in-person work at a family’s home and/or NWC office space and remote work from an employee’s home or other remote office location suitable to their job duties.

- A. **Required In-Person Visits.** Unless a family requests or agrees that the following be conducted virtually, IFSP services, initial evaluations, IFSP meetings (initial, review, and annual), and transition conferences will be done in person.
- B. **Optional Remote Work.** In-person positions may complete the following job duties remotely.
 - provider correspondence
 - family correspondence
 - provider-to-provider meetings
 - administrative paperwork

5.8.3 Staff Gatherings & Meetings. Staff gatherings and meetings will be marked as mandatory or optional. Remote access options will be provided for all meetings. However, “meetings” shall not include gatherings, such as trainings, social gatherings, and community engagement. In those instances, in-person attendance will be required, but seven days’ advance notice will be provided. Staff members who require accommodation can request them through the leadership team. Attendance at such in-person gatherings shall be included as a Trip, as defined in section 5.8.1.

5.8.4 Extenuating Circumstances. When illness, injury, or other extenuating circumstances prevent any employee from performing work duties in-person that would otherwise be required, the employee will notify their supervisor. They may elect to

perform work remotely for that day without any loss of pay or a requirement to take paid-time-off, assuming there is no impact to the quality or efficiency of their work.

5.8.5 Office Materials. The employer will make work-related office supplies such as paper, pens, equipment, etc. available to employees if essential to perform duties at the remote work site. These materials are to be picked up when at the on-site work location or via other agreed-upon means (i.e., shipping to an employee's remote work site).

5.9 No Free Time. The Employer shall be responsible for payment for all hours worked.

5.10 Job Openings. When a job opening occurs within the bargaining unit, seniority will be the determining factor in filling such vacancy; providing that skill, competence, ability and prior job performance are considered equal in the opinion of the Employer, based upon objective job-relevant criteria.

Notice of a competitive position opening in any job classification will be posted online for at least three (3) consecutive days.

If after three (3) consecutive days, no qualified bargaining unit employee applies for a position, then that position may be offered to someone who is not a member of the bargaining unit.

Lists of all employer's job openings will be updated and posted online. To be considered for a job opening, an employee must complete an online application and submit it to the Employer within the posting period.

If the employee's new position requires them to transfer or reduce the number of families they serve, the Employer will assure that their families will transition to a new provider or team within 45 days.

5.11 Clinical and Educator Provider Caseloads. Full time providers' maximum weighted caseload is eighteen (18) and maximum number of cases assigned is forty (40). The maximum weighted caseload and total number of cases for part-time providers is calculated by multiplying their direct service FTE by the above listed maximums, and then rounded to the nearest whole number.

1. Providers may have their maximum weighted caseload and maximum number of cases assigned reduced in the following situations:
 - a. A provider who is acting as a Focus Team lead will have a .1 FTE reduction when factoring their numbers.
 - b. A provider who is a Clinical Fellow will have a .2 FTE reduction when factoring their numbers.
2. The providers' current weighted caseload can be calculated by multiplying the weighted workload of a case by the number of visits per month for all consistent cases and then dividing that total by 4.
 - a. Each case shall weigh a base of 1.0 on the workload calculator.
 - b. Cases designated as CHERISH shall have .5 added to their base weight.
 - c. Cases where the family cancels/no-shows for 30 days or more (including suspended services) will have -.5 (negative) added to their base weight.

3. Cases where the family has chosen virtual visits only will have a -.25 (negative) added to their base weight. *This will not apply to employees who are remote only positions.*
4. **Determining Weight Designation:** Providers are responsible for documenting the weighted workload of each case and will update the weighted workload document at the end of every work week.
 - a. Providers have the right to update individual case weighting at any time a case changes or a provider learns new details about a case (e.g., a case is no longer considered CHERISH). Information changing a case's weighting must be communicated to the rest of the team.
 - b. A new case assigned to a provider will be added to their weighted workload and caseload after issuance of the IFSP.
 - c. When transitioning a case from one provider to another, the case cannot be represented on both caseload calculators at one time.

Family Resource Coordinator (FRC) Caseloads. A full time FRC's maximum weighted caseload is forty-five (45). This can be calculated by determining the weighted workload of each case and then adding them up.

1. Each case shall weigh a base of 1.0 on the workload calculator.
2. Cases that require the use of an interpreter shall have .25 added to their base weight.
3. Cases designated as CHERISH shall have .5 added to their base weight.
4. **Determining Weight Designation:** FRC's are responsible for documenting the weighted workload of each case and will update the weighted workload document at the end of every workweek.
 - a. FRC's have the right to update individual case weighting at any time a case changes or a provider learns new details about a case (e.g., a case is no longer considered CHERISH). Information changing a case's weighting must be communicated to the rest of the team.
 - b. A new case assigned to an FRC will be added to their weighted workload and caseload immediately.
 - c. When transitioning a case from one FRC to another, the case cannot be represented on both caseload calculators at one time.

Evaluations. A full time employee will be scheduled for no more than eight (8) initial evaluations in a given calendar month and no more than two (2) occurring in the same week and no more than one (1) occurring in the same day.

An alternative arrangement may be entered into by the employer and the employee to replace portions of the weighted caseload with evaluation blocks. Any additional evaluations added to the employee's schedule must correlate with the equivalent reduction in weighted caseload capacity. The employer retains the right to revert back to the original distribution of evaluations and weighted caseload given they provide fourteen (14) days advance notice to the employee.

5.12 Orientation Process. In order to provide a comprehensive orientation to new staff regarding the policies, procedures, and philosophy of Northwest Center overall, as well as the

specific details of Early Supports, the Employer will establish a two-tiered orientation process: (1) NWC Orientation, (2) Early Supports Orientation. Both tiers of the Orientation will have checklists and signature pages to be signed by both the designated staff member and the new hire once this aspect of orientation is complete. The Employer will specify and maintain specific details of orientations and checklists. The Employer will designate NWC and Early Supports specific orientation trainer(s). Both tiers of the new staff Orientation must be completed within forty-five (45) days of hire.

The goal of the NWC Orientation is to provide new staff with an overview of the company-wide policies and procedures and will take place during work hours with a designated staff member. New staff will be provided with all policies and procedures relevant to their position.

The goal of the Early Supports Orientation is to provide new staff with an overview of the department-specific policies, procedures, and office layout. The Early Supports Orientation will take place with a designated staff member(s) either in person or virtually. An in-person tour of the physical office spaces is required for any staff that will be working in-person from a physical location.

New staff will be provided with a time to review and reflect on orientations and checklists with a designated staff member within 45 days of hire with their direct leader. No new caseload will be assigned until the completion of the shadowing portion of the mentorship program. A 90-day review outlining orientation and performance is required and will be documented as part of the Orientation process and procedure.

5.13 - Onboarding Mentorship Program.

The goal of the Onboarding Mentorship Program is to provide new hires with the hands-on experience needed to apply the relevant policies and procedures discussed in the Orientation.

All Clinical and Educator Provider and FRC new hires will be assigned an onboarding mentor and participation is mandatory. The Employer shall have the sole right to determine the number of onboarding mentors needed at any given time. The Employer shall appoint onboarding mentors based on demonstrated skill in a specific discipline, following an application and interview. The Employer shall have the sole right to assign mentees to onboarding mentors, and both the mentee and mentor will execute a mentorship agreement that marks the start of the mentorship period. Opportunities for onboarding mentors shall be posted fourteen (14) days prior to the close of the application period. Once selected, the mentors shall commence their mentorship duties on the first day of the first pay period after being selected and accepting the opportunity.

The mentorship period will begin after the mentee has completed their ESIT modules, which the mentee shall work on for consecutive days until completed.

Employees selected as onboarding mentors shall be required to perform the following tasks:

1. Following the date the mentee completes the ESIT modules, the mentor will allow the mentee to shadow the mentor for seven (7) consecutive workdays, which will extend over two or more weeks, depending on the mentee's and mentor's regular schedule.

2. Following the shadowing period described above,
 - a. For Clinical and Educator Providers: Co-treat for at least eight (8) visits with the mentor's families, including at least one (1) evaluation and one (1) IFSP.
 - b. For FRCs: Bring mentee to four (4) visits with the mentor's families, including at least one (1) evaluation and one (1) IFSP.
 - c. The mentee may also shadow other providers or FRCs during this time period.
3. Following the co-treating period described above, the mentor will observe the new employee and provide feedback on:
 - a. For Clinical and Educator Providers: Eight (8) visits with the mentee's families, including at least one (1) evaluation and one (1) IFSP
 - b. For FRCs: Four (4) visits with the mentee's families, including at least one (1) evaluation and one (1) IFSP.
 - c. The mentee may also shadow other providers or FRCs during this time period.
4. Conduct weekly check-ins with the mentee during the entire period of time as is required to complete 1-3, above.

In the event the above requirements will not be completed within the four (4) month period following the date the mentee's ESIT modules are completed, the mentor must obtain approval from the Employer to extend the mentorship period.

With respect to mentees that have already started their onboarding at the time of ratification, the Employer will identify the portions of Paragraphs 1-3 above, that are required to be completed for the mentee, and the expected timeframe for completion, and will provide a pro-rated bonus, accordingly.

ARTICLE 6 - SENIORITY

6.1 Definition. Seniority will mean an employee's continuous length of service as an employee with the Employer from the most recent date of hire. Seniority will not apply to an employee until completion of the required probationary period. Upon satisfactory completion of this probationary period, the employee will be credited with seniority from the most recent date of hire.

All employees shall attain seniority after 90 continuous days of employment with the employer. Employees that have not yet attained seniority shall be considered "Probationary Employees." In the event of the termination of a Probationary employee, neither the Union nor the employee shall have access to the grievance and arbitration procedure outlined in Article 17. Should there be any other alleged breach of this agreement, the Union may bring a grievance with respect to the Probationary Employee.

6.2 Layoff. In the event of a closure of operations or the reduction of staff due to economic conditions, the Employer has sole discretion to determine whether layoffs will be

conducted. “Layoff” refers to the elimination of positions. With respect to a reduction in hours, section 6.2.1 shall govern. The scope of a given layoff shall be determined by the Employer by Job Classification. Layoffs shall be conducted in the following order:

1. **Voluntary Layoff.** If the Employer has determined that layoffs are necessary, the Employer will announce the decision as to the layoff fourteen (14) days prior to such layoff. Any Employee may elect to be laid-off outside of seniority to prevent or delay the lay-off of less senior employees. The Employee’s offer to be laid-off outside of seniority must be submitted in writing.
2. Probationary Employees shall then be selected for layoff.
3. 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 (6.8) for up to six (6) months.

6.2.1 Reduction in Hours. In lieu of a layoff, the Employer may, in its sole discretion, determine to make a reduction in hours, which decision shall be made on a classification-by-classification basis. Reduction in hours shall be conducted using the following process:

1. The Employer shall seek volunteers for hours reduction in the classification(s) the Employer has determined will be affected, which will be awarded among multiple volunteers on a seniority basis.
2. If there are no volunteers, the Employer shall determine the percentage of hours reduction per classification and create a list of the new FTEs per position for each classification. For example, the FTE list could reflect two positions within the classification as 1.0, and one position within the classification as .8. Employees in that classification shall then be permitted to select from the listed positions based on seniority.

6.2.2 Maintenance of Credentials. Laid-off employees shall be responsible for maintaining all necessary certifications to perform their position and shall be deemed ineligible for reinstatement if certifications are not current on the “report for duty” date.

Employees on the recall list may attend training classes offered by the employer in order to maintain required certifications provided the employee assumes any associated costs at the point of registration. Employees shall not be compensated for said training and shall not be considered as performing hours worked during such training courses.

6.3 Job Classification. Job classification is defined by the job title and ability to provide specific services. Job classifications may be determined by medical licensure, job trainings, and necessary skills required to provide high quality Early Supports services to the community.

6.4 Seniority Rosters. If a layoff is announced, a current seniority roster by job classification and a list of any vacant positions will be shared with all employees and the Union.

The listing of the Employer’s vacant positions will include job classification and FTE.

6.5 Recall. Employees with seniority rights on layoff status will be placed on a reinstatement roster for a period of six (6) months from the date of layoff. 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.

6.6 Termination. Seniority will terminate (a) upon cessation of the employment relationship (for example, discharge, resignation, retirement, refusal to accept a comparable job opening offered by the Employer while on layoff), or (b) after six (6) consecutive months of layoff.

6.7 Service Teams. Upon hire, providers are assigned a primary service team based on capacity needs. Within 30 days post ratification, all employees will meet with their supervisor or director to affirm their primary Service Team designation. Service team designation should be the geography where over 50% of a provider's cases are located, except with respect to H2H, which is a service team not based on geography. As of the date of ratification, the existing service teams are North, East, and H2H. The employer reserves the sole discretion to add or remove service teams, but any employee transfers out of existing service teams shall follow the process set out in this Section. Upon hire, providers will be notified that NWC's intention is for the provider to remain in the same service area through employment; however, providers cannot be guaranteed a service team for the duration of their employment. Employees may request a voluntary reassignment of their primary service team and it may be approved on a case-by-case basis.

- A. Service teams are determined by service area descriptions. Current NWC Early Supports service area boundaries are published in the Foundations binder.
- B. If necessary due to operational considerations, NWC may adjust the descriptions for a given service team. In the event such an adjustment is necessary, NWC will provide the union fourteen (14) days' notice and the opportunity to bargain over the impacts of such change, with the parties' understanding that the change will be implemented at the conclusion of the fourteen (14) days' notice.
- C. Clinical and Educator Providers may be required to take cases that result in four (4) or fewer visits outside of the provider's primary service area in a given month. Family Resource Coordinators may be required to take eight (8) cases in a given month outside of their primary service team. In the event that an employee is requested to take a case that would cause the above threshold to be exceeded in any given month or there is a need to transfer someone to another service team, the below process is triggered.
 - a. The employee shall first have the opportunity to voluntarily take the case or transfer that is outside of the primary service area, in excess of the threshold identified above.
 - b. If the employee declines, NWC will follow the below process:
 - i. NWC will announce the new case or transfer across all primary service teams and shall explain the need for an employee from another service area to take the case.

- ii. NWC will ask for volunteers in the appropriate specialty who are willing to take the case or transfer.
 - 1. If multiple employees volunteer, then the employee with the most seniority in the appropriate specialty (as determined by Article 6) will receive the case or transfer.
 - 2. If no employees volunteer, then the employee in the appropriate specialty with the greatest capacity within their caseload, as measured by the month in which the case is to be assigned and commence, will receive the case or transfer.
- c. In the event an employee receives a case under Section (ii), above, that case will count toward the four (4) visit per month threshold (or the eight (8) visit threshold for FRCs) described in Paragraph C, above, with respect to future referrals of cases.

ARTICLE 7 - HOURS OF WORK AND OVERTIME

7.1 Work Day. The normal work day may consist of eight (8) hours' work to be completed within eight and one-half (8-1/2) consecutive hours. Employees may be eligible to work schedules of ten (10) hours work to be completed within ten and one-half (10-1/2) consecutive hours. However, this section shall not be construed to guarantee a minimum number of hours or days per week or pay period. Nonexempt employees are required to clock in and out and record all hours worked. The Employer and Union agree employees will experience variations (i.e., arriving earlier or staying later with a family) in the above schedules due to client needs.

7.2 Work Schedules. Work schedules will be agreed upon at the time of hire between the employee and Employer. Typical work schedules shall be from 8:30 am to 5pm Monday – Friday.

Requiring Notification: Employees may adjust the start and end times of their regular work schedules where families request services outside of those hours. In such instances, the employee's supervisor shall be notified prior to the change, but supervisor permission is not required. Further, the change in the regular work schedule shall last only as long as the employee has a family requesting service outside of the regular work schedule.

Requiring Approval: In the event that an employee wishes to adjust the start and end times of their regular work schedule for other reasons on an ongoing basis, the employee must obtain supervisor approval prior to the adjustment.

7.3 Overtime. Nonexempt employees overtime will be compensated for at the rate of one and one-half (1 1/2) times the regular rate of pay for time worked beyond 40 hours per week, pursuant to the FLSA and Washington state law.

7.4 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-half (1/2) hour. 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.

7.5 Inclement Weather Pay. Employees who are released from duty by the Employer because of a weather-related closure will receive their base rate of pay, plus applicable enhancements for the scheduled hours.

ARTICLE 8 – COMPENSATION

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

8.2 Non-Exempt Employees. Employees shall be classified as non-exempt and be eligible for overtime, regardless of whether their position or hourly pay, annualized, meets the requirements for an exemption under the Washington State Minimum Wage Act.

8.3 Wage Placement First Contract. Effective the first day of the first pay period following ratification, all then-current employees shall receive an adjustment to their base hourly wage in accordance with their years of experience with Northwest Center, only. The “months” referred to in Appendix A shall be measured based on continuous employment from the most recent hire date (unless the employee has previous NWC Early Supports experience, in which case any previous continuous years of employment will be used to place the employee on the scale). Following adjustment after ratification, employees shall receive increases when they graduate to the next step on the wage scale. 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. Within one (1) week of ratification NWC management will distribute to then-current employees a survey that requests validation of wage enhancements. Employees will have seven (7) days to return their surveys. Within fourteen (14) days following the receipt of the surveys, NWC management shall send a report to the Union reflecting the wage enhancements calculated based on the surveys, and any individuals for which further information is needed to determine the wage adjustment. Within seven (7) days following the submission of the report to the Union, NWC management and the Union shall meet to discuss any questions that have arisen relating to the wage adjustments. Within seven (7) days of the meeting, NWC shall make its determination with respect to the wage adjustments. The wage adjustments will be implemented effective the first full pay period following the date of NWC management’s determination, and employees shall see such adjustments on the pay date for that pay period. Employees shall also receive a retroactive payment for all hours worked effective February 12, 2024.

8.3A: Ratification bonus for select employees. In the event that after the wage adjustment outlined in Section 8.3, above, an employee’s hourly rate, after considering all Wage Enhancements and Step Increases prior to the first anniversary of ratification (taking into account regular wages, and not overtime) (“**First Year Increase**”), is not set to increase by more than 3% prior, as measured over and above the employee’s hourly wage

(calculated as salary divided by 2080 for salaried employees, and taking into account regular wages, and not overtime, for nonexempt employees) as it existed on the day before ratification, the employee shall receive a lump sum bonus that represents the difference between the employee's First Year Increase and 3%, annualized ("**Lump Sum Bonus**"). The Lump Sum Bonus shall be calculated for affected employees at the same time as NWC makes the determination as to the wage adjustments described in Section 8.3, above, and shall be paid on the same date as the retroactive payments described in Section 8.3, above.

8.4 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 and wage enhancements in Appendix B 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".

8.5 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 applicable license or certification 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, certification, language fluency or other specific criteria 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 made. 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.

8.6 Hire-In Rates. Employees hired after ratification shall receive the Starting Wage listed in Appendix A for the given year of hire (unless the employee has previous NWC Early Supports experience, in which case any previous continuous years of employment will be used to place the employee on the scale.) The new employee's base hourly wage shall be increased with any applicable Wage enhancements, as outlined in Section 8.5, above.

ARTICLE 9 - OTHER COMPENSATION AND TECH ACCESS

9.1 Mentorship Compensation. . This Agreement incorporates the provisions of the MOU executed on November 6, 2023, outlining the "Onboarding Mentorship Program" and Speech Language Pathologist Clinical Fellowship Pay, which provides that Onboarding mentors will be paid additional compensation in the form of a \$1,750 bonus for each assigned mentee, which compensation shall be paid upon the completion of the mentorship period. Separately, employees who volunteer and are selected as Clinical

Fellowship Mentors in the Speech Language Pathology discipline shall be paid additional compensation in the form of a \$2,000 bonus for each assigned fellow, which compensation shall be paid upon the completion of the fellowship period, as determined by ASHA guidelines.

9.2 Tech. All employees will receive an assigned laptop, phone/phone number, and email address for work purposes. Employees will receive access to HIPAA compliant filing and paperwork signing platforms (e.g., DOCUsign, OneDrive) and HIPAA compliant web and video conferencing platforms (e.g., Zoom for Healthcare)

9.3 Maximum and Over Capacity Bonus. In the event that the changes to weighting in Section 5.11 either due to ratification of this agreement or a change in the character of a case mid contract results in the provider being above their maximum caseload, the employee may elect to receive a \$1,000 capacity bonus (pro-rated by FTE) for that month or request that cases be transferred to lower their caseload to within their maximum within three (3) weeks.

Whenever any employee is offered a case that would cause them to exceed their weighted caseload (as defined by Section 5.11) for the given month, the employee has the option of accepting the \$1,000 capacity bonus (pro-rated by FTE) for that month or declining the case. Nothing in this section shall affect the Employer’s right to transfer cases to employees with more capacity when capacity becomes available, but such transfers shall occur at the end of a given month so as not to affect the provider whose maximum weighted caseload was exceeded from receiving their bonus for the full one month period.

ARTICLE 10 - PTO

10.1 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 pay period following ratification, full-time employees shall accrue PTO pursuant to the scale outlined below. 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 (0-2 yrs)	5.24
25-60 months (3-5 yrs)	6
61-120 months (6-9 yrs)	6.46
121+ (10+ yrs)	8

Paycheck stubs will indicate employees' current PTO leave accumulation.

10.2 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, Employees are required to obtain pre-approval for use of PTO, which will be approved provided the request is made at least fourteen (14) days prior to the first date the PTO is to be used; however, requests for two full consecutive workweeks or more shall only be granted where the request is made two months prior to the first date of PTO to be used. Requests for time off made less than fourteen (14) days in advance will be approved where management, within its sole discretion, determines that the requested time off will not adversely impact service delivery. All accrued PTO hours shall roll over annually. PTO shall be paid out at termination pursuant to NWC Policy, as outlined in the Employee Handbook.

10.3 Breaks and Holidays. All employees who would typically be scheduled to work on the following breaks and holidays shall receive their normally scheduled hours (at their base rate of pay, plus any applicable wage enhancements), and shall not be required to work, on the following holidays and breaks:

Martin Luther King Jr. Day

**Healing and Growth Break- One Week; scheduled to overlap with the Seattle Public Schools' break.*

Memorial Day

Juneteenth

Independence Day

**Summer Break- One Week; scheduled between the Fourth of July and Labor Day. NWC will announce the specific week when releasing the calendar for the upcoming year.*

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).

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

ARTICLE 11 - HEALTH AND SAFETY

11.1 Health & Safety. The Employer agrees that it will provide a safe and healthy workplace and agrees to correct any unsafe condition or safety or health hazards, within its control, as soon as possible. This includes the Employer's commitment to comply with all

federal, state, and local laws and regulations. The Employer agrees to promptly investigate all hazards, unsafe conditions and accidents brought to its attention and to promptly remedy all hazards and unsafe conditions its investigation reveals if those hazards and/or conditions are within its control. Employees are encouraged to report any unsafe conditions to their supervisors and the Labor Management Committee.

11.2 Health and Safety Protections. The Employer will furnish, at its expense, all health and safety protective equipment required or advisable for the protection of employees consistent with OSHA, Division of Occupational Safety and Health (DOSH), Municipal and CDC applicable guidelines. The Employer will provide and support the following safety protections and practices:

PPE- KN94 masks, hand sanitizer, latex gloves. Additional items may be discussed in the Labor Management Committee.

- a) Health Screening with families - employees may elect to administer the health screener before each home visit.
- b) Employees may use their professional judgment to deny a home visit for safety concerns or request a second staff member to accompany them for safety reasons.

ARTICLE 12 - HEALTH INSURANCE & BENEFIT PLANS

12.1 Health Insurance. 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. If the employee share of coverage in the categories of employee/spouse, employee/child, or employee/family increases by more than fifty dollars (\$50.00) per month, the Employer will give the Union notice and opportunity to bargain over the impact of increased healthcare costs. Bargaining shall last no longer than 14 days, unless extended by written mutual agreement, and extensions shall not be unreasonably requested nor will requests for extensions be unreasonably denied.

Early Supports 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

12.2 Plan Changes. In the event the Employer modifies its current plans or provides an alternative plan(s) for either calendar year 2025 or 2026, the Employer will notify the Union and

review the plan changes with the Union prior to implementation at least forty-five (45) days prior to the first date of open enrollment for the given calendar year.

12.3 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.

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

12.5 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 13 – RETIREMENT PLAN

13.1 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%. The Union and employees will be given at least 30 days' notice of any change in the plan before the change is implemented.

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 14 - LEAVES OF ABSENCE

14.1 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, the employee shall also receive an additional amount of PTO, as follows:

- Birthing parent receives 120 hours of PTO (pro-rated for part-time employees under Company policy)
- Non-birthing parent receives 60 hours of PTO (pro-rated for part-time employees under Company policy)

This additional PTO can be used concurrently with approved leave or after the return to work through the PTO approval process outlined in Article 10.

14.2 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.

14.3 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.

14.4 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.

14.5 Jury Duty and Witness Leave. Any employee who is called to be a witness on behalf of the Employer shall be paid for such time as hours worked. In the event that an employee is subpoenaed to testify in any other judicial proceeding not on behalf of the Employer, or summoned for jury duty, the employee will be paid at their base rate of pay, plus any enhancements, for any scheduled work days for which the employee cannot work as a result of the testimony or jury service, for two weeks commencing from the first day of testimony, and after that, the employee can choose whether to use accrued PTO or unpaid leave.

14.6 Compassion Leave.

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 fifteen (15) 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.

Traumatic Event Leave

Northwest Center understands that there may be additional times of hardship when employees need time off due to traumatic events. These times may include, (but are not limited to), times of community justice impact, unexpected family responsibility, natural disasters affecting the employee's living space and ability to safely report to work (i.e. wildfires, flooding, etc.), or the

death of a pet. To help assist employees through these traumatic events, each employee will be given a bank of three (3) days off, to be paid in the same manner as PTO, per calendar year. This will not be a per-occurrence leave, but a one time annual allotment of three (3) days and must be taken in full day increments. These three (3) days will be front-loaded on January first of each calendar year (or upon hire) and will not roll over to the next year. These days off will need to be cleared through HR and operational leadership, and the proper verification may be requested by HR for each instance. Staffing levels will be taken into consideration when approving these days, and approvals will be made on a “first come, first served” basis. Other options of State, Federal, and NWC leaves will be looked at first before moving forward with approving Traumatic Event Leave.

14.7 Benefits while on leave: Employees on a leave of absence will retain their benefits where required by applicable law. Seniority shall only be affected as addressed in Article 6.

ARTICLE 15 – COMMITTEES

15.1 Labor-Management Committee. The Employer, together with the Union selected representatives of the employees, will establish a Labor-Management Committee to assist with issues of mutual concern.

The purpose of the Labor-Management Committee is to foster improved communications between the Employer and the employees covered by this Agreement, to recommend solutions to issues identified by the Committee, and to make recommendations for the improvement of working conditions.

The Committee will be established on a permanent basis and will consist of up to four (4) representatives of the Employer and up to four (4) representatives of the employees appointed by the Union. A spokesperson for the Employer and the Union, respectively, shall be appointed to represent each party. In advance of each meeting, the Employer and Union spokespersons shall agree on an agenda, which shall be distributed to all Committee Members, and shall always include safety concerns. Items not reflected on the agenda for a given meeting may only be addressed during the “Comments” session of the meeting, which shall typically be the last ten minutes of the meeting. However, such topics can be placed on the agenda for the following meeting.

The Committee shall meet not less than quarterly.

Compensation. Employees shall clock in and out for the duration of the meeting.

ARTICLE 16 - STAFF DEVELOPMENT

16.1 License Renewals. The Employer shall reimburse employees for license renewals.

16.2 Continuing Education Fund/Professional Leave Time. Employees are

encouraged to seek educational opportunities relevant to Northwest Center’s mission and their profession. There shall not be a limit on day(s), but staff must schedule time in coordination with their supervisor or director. Employees are prohibited from scheduling educational opportunities that conflict with more than one (1) evaluation block per year unless they can coordinate a replacement for the evaluation block and inform their direct supervisor of the replacement. If an employee wishes to attend an educational training that conflicts with an evaluation and cannot find a substitute and has already scheduled over one evaluation block in that calendar year, the employee must request and be approved for PTO under Article 9. If the Employer requires an employee to attend an educational training program or conference on behalf of Northwest Center, including CPR certification and any trainings required by King County, the costs of the program will be paid for by the Employer and the time spent by the employee at the program shall be paid as hours worked.

Each year, NWC will pay for or reimburse up to \$635 for full-time clinical and educator providers and \$450 for full-time family resource coordinators and administrative staff (pro-rated by FTE for part time employees) towards educational training programs, conferences, course tuition, registration fees, certification exams, or course materials not required by Northwest Center, but relevant to the employee’s discipline or area of specialty, which shall be measured by the calendar year (“Training Reimbursement”). Training Reimbursement shall be available for use 30 days after hire. There shall be no carryover of any amount of the Training Reimbursement from one calendar year to the next. The reimbursement shall be subject to the approval of the subject matter and verification of attendance and completion of the course.

Employee requests for Training Reimbursement should be directed by the employee in writing to the employee’s supervisor or Director.

16.3 Student Loan Contribution Program. All full-time, benefits-eligible employees are eligible for the student loan contribution program through SoFi. NWC will make a \$50 monthly contribution toward employee’s eligible student loans. All participating employees will have access to So-Fi at Work Dashboard that includes educational tools, exclusive offers, and benefits.

ARTICLE 17 - GRIEVANCE PROCEDURE

17.1 Grievance Defined. A grievance is defined as an alleged breach of the terms and conditions of this Agreement. It is the desire of the parties to this Agreement that grievances be addressed informally wherever possible and at the first level of supervision.

17.2 Time Limits. Time limits set forth in the following steps may only be extended by mutual written consent of the parties to this Agreement. A time limit which ends on a Saturday, Sunday or a holiday designated in Section 10.3 above will be considered to end at 5:00 p.m. on the next following business day. By mutual written consent, the parties may also agree to skip Step 2 and/or Step 3.

Failure of the Employer to comply with the time limits set forth below will result in the grievance being automatically elevated to the next step without any action necessary on the part of the employee, provided that the Union must specifically request arbitration as required by Step 4.

17.3 Grievance Procedure. A grievance will be submitted subject to the following grievance procedure:

Step 1. Employee/Steward and VP, Kids or NWC Designee

If the Union determines that it or any employee has a grievance based on an alleged violation of this Agreement, the employee or/and the Union Steward will submit in writing to the Vice President-Kids or NWC leadership designee, a description of the alleged violation, including the following information:

1. Facts underlying allegation
2. Contract provision allegedly violated
3. Date and time of violation
4. Documents on which the Union bases the grievance

The grievance must be submitted within twenty (20) calendar days from the date the employee was or should have been aware, based on an objective assessment as to the information the employee or the Union had access to at that time, of the alleged contract violation. Upon receipt thereof, the immediate supervisor or director shall meet with the employee or/and Union Steward no later than ten (10) calendar days after receiving the written grievance allegation, and shall respond in writing to the employee and Union Representative within ten (10) calendar days after the meeting.

Step 2. Union and Human Resources.

If the matter is not resolved to the Union's satisfaction at Step 1, the Union must present the grievance in writing to the Human Resources Representative within twenty (20) calendar days of the Union's receipt of the Step 1 Response. The Human Resources Representative will meet with the employee and the Union Steward/Representative no later than ten (10) calendar days after receipt of the Step 1 Response, and shall respond in writing to the Union within ten (10) calendar days after the meeting.

Step 3. Mediation

If the matter is not resolved at Step 2, the Union and the Employer may mutually agree to submit the grievance to nonbinding mediation within fifteen (15) calendar days after the Union's receipt of the Step Two answer. Such election shall be documented in writing and be submitted to the Chief Mission Officer or NWC leadership designee.

The Federal Mediation & Conciliation Service (FMCS) shall be the mediator whose function will be to hear the contentions of the parties, review pertinent documentary evidence, and

provide the parties with recommendations on how the dispute could be resolved. The mediator will be selected from a list of at least four (4) names requested from FMCS, by the process of alternately striking names from such list, unless the parties otherwise agree to a mediator. The mediation shall occur on a date that is mutually agreeable to both parties. The party to strike the first name shall be determined by mutual agreement. The mediator must be selected within fifteen (15) calendar days of the matter being submitted to mediation.

The mediator's recommendations shall be given orally and shall be non-binding. No evidence regarding mediation efforts or the mediator's recommendations shall be introduced in any arbitration, judicial, or administrative proceeding, whether state or federal.

Step 4. Arbitration.

If the grievance is not settled through mediation, the grievance will be automatically moved to Step 4. If the parties do not agree to the non-binding mediation process, the Union may submit a demand in writing to arbitration within ten (10) calendar days following the receipt of the written reply from Human Resources.

The parties shall have ten (10) days from either the conclusion of the mediation, or the union's demand for arbitration as described above, to agree to an arbitrator or request a list from FMCS. If the Employer and the Union fail to agree on an arbitrator, a list of eleven (11) arbitrators will be requested from the Federal Mediation and Conciliation Service. The parties will thereupon alternate in striking a name from the panel until one name remains. The person whose name remains will be the arbitrator. Each party shall have the right to reject one (1) entire panel and request, at their expense, another panel.

Any arbitrator accepting an assignment under this Article will issue an award within sixty (60) calendar days of the close of the hearing or the receipt of post-hearing briefs, whichever is later. The Arbitrator's decision will be final and binding on all parties. The Arbitrator will have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement, but will be authorized only to interpret existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute.

The arbitrator shall have the authority to issue or direct the issuance of subpoenas for the attendance and testimony of witnesses and the production of documents and things at the arbitration hearing. The arbitrator shall also have the authority to resolve any pre-hearing motions presented by either party.

The fees and expenses of the arbitrator shall be borne by the losing party. The main hearing room rental fees for the arbitration proceeding will be shared equally. All other expenses, including but not limited to legal fees, deposition costs, witness fees, and any and every other cost related to the presentation of a party's case, will be borne by the party incurring them, and neither party will be responsible for the expenses of witnesses called by the other party.

ARTICLE 18 - GENERAL PROVISIONS

18.1 State and Federal Laws. This Agreement will 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 will not invalidate the entire Agreement. Any provisions of this Agreement not declared invalid will remain in full force and effect for the term of the Agreement. If any provision is held invalid, the Employer and Union will enter into negotiations for the purpose, and solely for the purpose, of arriving at a mutually satisfactory replacement for such provision.

18.2 Outside Employment. Work requirements shall take precedence over any outside employment. All outside employment in a related field must be disclosed to the employee's supervisor/manager. 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 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.

Employees are prohibited from providing therapy or other services in the provider's discipline or specialty in any manner that would divert services, or otherwise discourage the use of services, to children who are eligible for ESIT services. However, employees are not prohibited from disclosing to families that they are able to provide therapy or other services in the provider's discipline to children once they have aged out of the eligibility window for ESIT services. In the event that an employee does provide such services to a child after the child has aged out of the eligibility window for ESIT services, the employee is prohibited from taking any action, or making any representation, that would reasonably lead the family to believe that employee is acting on behalf of Northwest Center.

No employee may use the confidential information obtained during their employment for any reason other than to provide services in accordance with their job. Prohibited uses of information include, but are not limited to, information used to: obtain referrals, advertise, or use for private therapy. Nor can employees use confidential information for their financial benefit or allow another person to do so.

18.3 Amendments. Any change or amendments to this Agreement will be in writing and duly executed by the parties herein.

ARTICLE 19 – NO STRIKE / LOCKOUT

For the term of this Agreement, (a) the Company will not lock out any Employees and (b) neither the Union nor its agents or any of its members shall engage in any strike, including any sympathy strike, picketing, sit-down, stay-in, slowdown, boycott, work stoppage, or any other interference with the operations of the Employer, including any refusal to cross any other labor organization's picket line. Any employee participating in any strike, sympathy strike, picketing,

walkout, slowdown, boycott or any other interference with operations of the Employer shall be subject to disciplinary action up to and including discharge without prior warning.

ARTICLE 20 - 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; to require reasonable overtime work of 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. The parties recognize that the above statement of management responsibilities is for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to the management function. All matters not covered by the language of this Agreement shall be administered by the organization on a unilateral basis in accordance with such policies and procedures, including its employee handbook, as it from time to time shall determine.

ARTICLE 21 - OPERATIONAL POLICIES AND PROCEDURES

Notwithstanding its rights under Article 20 of this Agreement, during the term of this Agreement, the Employer shall notify the Union of the 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 shall provide the Union with copies of such proposals at least thirty (30) calendar days prior to implementation. During such 30-day period, the Union shall have the right to request and begin to bargain with the Employer regarding the effects of such policies or procedures, until the completion of the 30-day period, and the Employer will consider the Union's input in determining whether to make any changes to the proposed policy or written procedure. At the conclusion of the 30-day period, the Employer shall have the right to implement such policy or written procedure, and shall issue the final version of the policy or written procedure. The 30-day period may be extended by written mutual agreement, and extensions shall not be unreasonably requested nor will requests for extensions be unreasonably denied.

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

ARTICLE 22 - CONTRACT UNDERSTANDINGS

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

All matters within the scope of bargaining have been negotiated and agreed upon. The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the Employer and the Union. The parties acknowledge that during the negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, for the life of this Agreement, each party voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any matter, whether or not included in this Agreement, except as provided by Article 21 of this Agreement. However, 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. The parties agree that all past practices are unenforceable, null, and void, unless specifically addressed in this Agreement.

ARTICLE 23 - TERM OF AGREEMENT

This Agreement shall take effect the day after ratification, February 14, 2024, and remain in full force and effect for three years, until midnight of the third anniversary of ratification, February 14, 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.