

Agreement by and between

UFCW 21 and Childhaven



Effective through: June 30, 2020



YOUR VOICE, YOUR UNION, YOUR CONTRACT

About UFCW 21

UFCW 21 is a large, strong, progressive, and diverse union, representing more grocery workers, retail workers, and professional and technical health care workers than any other union in the state.

With over 46,000 members united, we have the power and resources to take on tough employers, represent members on the job, raise standards in our industries, and support laws that make a difference for working families.

My Union Representative:

My Union Steward:

With a union you and your co-workers have a voice in decisions about your work life—wages, benefits, holidays and vacations, scheduling, seniority rights, job security, and much more. Union negotiations put us across the bargaining table from management—as equals.

A negotiating committee of your co-workers and union staff negotiated this contract. How does the negotiating committee know what issues are important? Union members tell us. The issues raised in contract surveys and proposal meetings help us decide what to propose in contract negotiations. Stewards and union representatives report on issues that arise on the job, talking with members about grievances, problems, and needs. They have a hands-on sense of what the issues are.

The more that union members stand together and speak out with one voice, the stronger the contract we can win. A contract can only take effect after union members have a chance to review the offer and vote on it.

A union is as strong as its members. It's no secret—an active and united membership means a stronger union—which means a better contract.

**UFCW LOCAL 21 AND CHILDHAVEN
2019 - 2020 AGREEMENT**

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THIS AGREEMENT is made and entered into by and between UFCW Local 21, chartered by the United Food & Commercial Workers International Union, hereinafter referred to as the "Union", and Childhaven, hereinafter referred to as the "Employer" or the "Agency". The purpose of this Agreement is to set forth the understanding reached between the parties hereto with respect to wages, hours, and conditions of employment.

ARTICLE 1 -- RECOGNITION

1.01. The Employer recognizes the Union as the sole and exclusive bargaining agent for the employees in the unit found appropriate by the NLRB, including all child care workers employed by the Employer, in King County, excluding all resource specialists and trainers, office clerical employees, confidential employees, guards, and supervisors (as defined in the National Labor Relations Act) and all other employees.

ARTICLE 2 -- UNION MEMBERSHIP

2.01. Union Membership

2.01.01. Employees who are members of the Union at the execution of this Agreement shall as a condition of employment, maintain their membership in the Union for the duration of this agreement.

2.01.02. Employees hired after the execution of this Agreement shall be required as a condition of employment to join the Union within thirty (30) days of the date of hire and to maintain membership in the Union for the duration of the Agreement. Provided, however, this provision shall not apply to any employee who declines joining the Union by providing written notice of such intent to the Union by certified mail with a copy to Human Resources, within twenty-one (21) calendar days of the employee's date of hire and/or date of transfer into the bargaining unit. A copy shall be placed in the employee's personnel file.

2.01.03. The Employer will notify employees of membership requirements/options at time of hire or transfer. The Employer as defined here in shall discharge employees who fail to maintain membership requirements within thirty (30) calendar days after receiving written notice from the Union.

2.02. Dues Deduction. During the term of this Agreement, the Employer shall deduct Union dues from the pay of each member of the Union who voluntarily executes a wage assignment authorization form. When filed with the Employer, an authorization form will be honored in accordance with its terms. A copy of the authorization form to be used by the Union members is attached to this Agreement. On a monthly basis, the deductions will be promptly transmitted to the Union by check payable to its order. 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 undertake 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 deduction made from the wages of such employee.

2.03. Voluntary Political Action Fund Deduction. The Employer shall deduct the sum specified from the pay of each member of the Union who voluntarily executes a UFCW political action contribution wage assignment authorization form. When filed with the Employer, the authorization form will be honored in accordance with its terms. The authorization form will remain in effect until revoked in writing by the employee. The amount deducted and a roster of all employees using payroll deduction for voluntary political action contributions will be promptly transmitted to the Union by separate check payable to its order. 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 payment of voluntary political action contributions hereby undertake to indemnify and hold the Employer harmless for all claims, demands, suits or other forms of liability that may arise against the Employer for or on behalf of any deduction made from wages of such employee. The parties recognize that the Union is obligated under the Federal Election Campaign Act (FECA) to reimburse the Employer for its reasonable cost of administering the deduction check off in the parties' Collective Bargaining Agreement. The Employer and the Union agree that one-quarter of one percent (.25%) of all amounts deducted pursuant to the Political Action Fund check off provision in the parties' Collective Bargaining Agreement will be used to reimburse the Employer for its reasonable costs of administering the check off.

ARTICLE 3 -- UNION REPRESENTATIVES

3.01. Duly authorized representatives of the Union shall be permitted to enter upon the Employer's premises at reasonable times to designated areas after prior notification and approval by the Employer for the purpose of investigating grievances and contract compliance. Provided, however, that the Union representative first notifies the Employer of the representative's presence, and that no undue interference with the work of the employees or the proper operation of the Employer shall result. Union Representatives shall not have access to the classrooms while childcare is being provided. Suitable locations for conducting Union business will be mutually agreed upon by branch supervisor or director and the union representative.

3.02. Unit Representatives. The parties acknowledge the general proposition that Union business performed by employees, including the investigation of grievances, will be conducted during non-working hours (e.g., coffee breaks, lunch periods, and before or after shifts), unless a Unit Representative is requested to be present by a co-worker at a meeting with management that is scheduled during working hours.

3.02.01. Newly hired employees shall be presented with a copy of this Collective Bargaining Agreement and, when requested by a Union Shop Steward, the Employer will schedule a fifteen (15) minute meeting period with each newly hired employee on the first scheduled training day after the employee is hired.

3.03. Bulletin Board. The Employer will furnish bulletin board space in a mutually agreed upon location at each branch for the use of the Union. Such space shall be used only for the posting of official union meeting notices and newsletters which shall be signed by an authorized representative of the Union. The Employer retains the right to remove any material which does not comply with this provision.

3.04. Union Meetings. Regular or special Union meetings can be conducted on the Employer's premises if mutually agreed upon in advance by the Union and the Human Resources representative or designee.

3.05. Employee Roster. On a monthly basis the Employer shall provide the Union with an electronic roster of the employees in the bargaining unit. The roster shall include each employee's name, home address, date of hire, seniority date, work location, rate of pay, hours worked and telephone number.

3.06. Negotiations Release Time. Subject to classroom requirements, the Employer will make a good faith effort to assist in providing unpaid release time for employees participating in contract negotiations, not to exceed four (4) employees, providing the employee(s) notify his or her manager at least five (5) days prior to any meetings. Time spent at the table or in caucus shall not be construed as "hours worked" for purposes of determining overtime.

ARTICLE 4 -- RIGHTS OF MANAGEMENT

4.01. The Union recognizes that the Employer has the obligation of serving the public with the highest quality of services, efficiently and economically. All management rights, powers, authority and functions shall remain vested exclusively with the Employer. It is expressly recognized that such rights, powers, authority and functions include, but are by no means limited to: the full and exclusive control, management and operation of the Employer and its affairs; the determination of the scope of the Employer's activities, functions to be performed, programs to be offered, and methods pertaining thereto; the right to establish, change or eliminate shifts, schedules of work, and standards of performance; the right to establish, change or eliminate jobs, positions, job classifications, and job descriptions; the right to establish, change, or eliminate existing policies, procedures, rules, regulations, methods, processes, facilities, and equipment; the right to maintain order and efficiency; the right to contract or subcontract any work; the right to designate the work and functions to be performed and the places where they are to be performed, including the right to discontinue or alter any of its programs; the determination of the number, size, location, use, design, feasibility, need, and cost of any of its offices, facilities, and other places of business; the determination of the number of employees and the direction of the employees, including selecting, hiring, training, scheduling, assigning, promoting, transferring, and evaluating its employees; the right to make and enforce safety and security rules and rules of conduct; and the right to layoff, discharge, suspend, demote, and discipline employees, except as limited by the express terms of this Agreement.

4.02. The Employer and the Union agree that the above statement of management rights is for illustrative purposes only and is not to be construed or interpreted so as to exclude those

prerogatives not mentioned which are inherent to management, including those prerogatives granted by law. It is the intention of the Employer and the Union that the rights, powers, authority and functions of management shall remain exclusively vested in the Employer except in so far as expressly and specifically surrendered or limited by the express provisions of this Agreement. The exercise of these rights shall not be subject to the grievance procedure of this Agreement.

ARTICLE 5 -- DEFINITIONS

5.01. Probationary Employee. A probationary employee is one who has been hired by the Employer on a full-time or part-time basis and who has been continuously employed by the Employer for less than six (6) calendar months. Prior to satisfactory completion of the probationary period, an employee may be terminated without notice and without recourse to the grievance procedure. Employees may terminate without notice during the probationary period.

5.02. Full-Time Employee. A full-time employee is one who normally works a regular, continuing schedule of forty (40) hours per week.

5.03. Part-Time Employee

5.03.01. A part-time employee is one who works or is paid for at least three full days per week or 96 hours per month. No full-time employee shall be permitted to change to part-time status without the express written permission of the Employer. There shall be no restrictions on the Employer's right to grant or deny such permission.

5.03.02. Part-time employees shall be eligible for the benefits set forth below provided the eligibility requirements of the benefits plans and the following conditions are met:

- a. The employee has worked on an on-call basis at least three full days per week or 96 hours per month for three out of four continuous months.
- b. The employee has submitted a written request to the Employer to be recognized as a part-time employee.

5.03.03. Part-time employees shall be eligible only for the following benefits:

- a. The Employer will pay three-fifths of the cost of the employee's health and dental plan premiums, provided the employee agrees to contribute the remaining two-fifths of each premium.
- b. The employee will accrue sick leave at three-fifths of the rate sick leave is accrued by full-time employees.
- c. The employee will accrue vacation benefits at three-fifths of the rate benefits are accrued by full-time employees.
- d. The employee shall be paid pro rata for holidays.

- e. When apart-time employee works full-time hours for a month (160 hours), the

Employer will pay the portion of the employee's healthcare premium as if the employee was full-time in the month following the calendar month in which the 160 hours were paid and an appropriate adjustment will be made to the employee's paycheck in the following month. Part-time health benefits are paid or will accrue during the month in which the 160 hours are actually worked. When employment ends for any reason, the obligation of the Employer to pay a portion of an employee's health premium shall not extend into the next month after separation, and no additional benefits shall be paid or shall accrue even if the employee worked 160 hours during the last month of employment (i.e., if an employee worked 160 hours in January, and separates employment on January 31, the Employer shall not be obligated to pay healthcare premiums for February).

- f. Part-time employees who work more than 96 hours per month will accrue vacation and sick leave according to actual hours worked. Hours will be reviewed quarterly and adjustments to sick and vacation accruals will be made retro-actively to be reflected on the following pay date. Should these accrued hours be needed prior to quarterly review for a vacation or sick leave, they may be reviewed on an individual basis for use prior to the end of the quarter,

5.04. Casual Employee. Casual employees are those who work on an irregular basis, less than three (3) days per week or 96 hours per month. If a casual employee works at least three full days per week or 96 hours per month for three out of four continuous months they will be converted to part-time status. The Labor-Management Committee will review the hours of casual employees at each meeting. Casual employees are excluded from the bargaining unit and are not subject to the terms of this Agreement.

ARTICLE 6 -- HOURS OF WORK AND OVERTIME

6.01. Work Day. A normal workday shall consist of eight (8) hours of work to be completed within eight and one-half (8-1/2) consecutive hours, with a thirty-minute uninterrupted, unpaid meal period.

6.02. Work Week. Full-time employees shall normally work forty (40) hours a week, not including meal breaks.

6.03. Overtime. Overtime shall be paid on all hours of work in excess of forty (40) hours worked per week. Paid vacations, sick leave and holidays shall not be considered hours worked. Time spent in Childhaven mandated training shall be considered hours worked. All overtime hours must have the approval of a supervisor. The overtime pay rate is one and one-half (1-1/2) times the normal pay rate. Employees may elect compensatory time off at the rate of one and one-half (1-1/2) times their regular pay rate in lieu of paid overtime.

6.04. No Guarantee. Nothing in this agreement shall constitute a guarantee of eight (8) hours of work a day or forty (40) hours of work a week.

6.05. Each employee shall receive two (2) uninterrupted 15-minute rest periods in each eight (8) hour day. It is the responsibility of the supervisor or program director at each respective branch, to ensure that rest periods are provided. If in the rare exception such rest period cannot be taken due to work load beyond the employee's control, every effort will be made to provide an extended lunch period or early departure. If the supervisor is unable to schedule this, overtime pay will be authorized for the missed rest period. All missed rest periods will be recorded on the employer's pay system. There will be no retaliation for reporting missed breaks. Mandatory meetings will not be scheduled during rest periods, neither will employees be required to perform any other duties during the rest periods. The supervisors and program directors at each respective branch will ensure that rest periods are worked into the daily schedules and that exceptions are kept to a minimum. Nothing in this Article shall be construed as precluding a supervisor or program director from counseling an employee about managing their time and breaks.

6.06. Mandatory meetings and training sessions shall be considered time worked for purposes of this agreement and shall be paid at the appropriate rate of pay.

6.07. Employees shall be notified of permanent schedule changes thirty (30) days in advance of such changes.

ARTICLE 7 -- COMPENSATION

7.01. Appendix "A" attached hereto and made a part of this Agreement shall be the schedule of wages which shall apply effective the dates indicated therein.

7.01.01. Should Employer choose to change payroll periods, the Union and Administration will meet and review options on changing current monthly payroll period to either a semi-monthly or bi-monthly. If changes are desired, Administration will give employees no less than one (1) month's notice.

7.01.02. COLA will be implemented on the first day of the first payroll of each of the new years of the current contract.

7.02. Temporary Assumption of a Higher Paid Position. Employees who assume a higher paid position for two (2) weeks or longer shall be compensated for said higher paid position at the step of the higher scale, which represents at least a 3 % increase.

7.03. STEP PLACEMENT

7.03.01. Beginning Pay Rate. The minimum rate of pay in the salary range assigned to the employee's job classification shall be paid upon initial appointment or hire. In hiring new employees, Childhaven may take into consideration the employee's prior work experience and may, at its sole discretion, pay the employee more than otherwise they would otherwise have received under the pay schedule in Appendix "A".

7.03.02. Step Progression. An employee who starts at Step A on the wage scale will receive a step increase in the salary range assigned to his or her job classification upon

completion of the initial probationary period. An employee who starts at other than Step A on the wage scale will not receive a step increase upon completion of the probationary period. Future step increases will be received on an annual basis on the anniversary date of the employee's most recent step increase until the last step in the salary range is reached.

7.03.03. Promotions. An employee who is promoted to a higher salary range in the bargaining unit shall be placed at the step in the higher salary range that provides a pay increase. If, at the time of promotion, the employee has served six (6) months or more in the employee's current salary step, the employee will be paid at one salary step above the step which provides a pay increase of at least 3%. After the employee has successfully completed the trial period described in section 8.05, the employee will advance to the next step. Future step increases will be received on an annual basis thereafter until the last step in the salary range is reached.

7.04. Bus Passes. The Employer will pay for bus passes for all interested employees employed at the Broadway branch.

7.05. Back Braces. The Employer will provide all interested employees with back braces. The Employer will pay for each employee's initial back brace and will also pay for the cost of replacing any back braces that are defective or have worn out through normal use. Employees who lose their back braces or whose back braces become unusable due to lack of care or abuse will be required to purchase replacement back braces. All back braces will be the property of Childhaven and must be returned to Childhaven when an employee leaves the organization.

ARTICLE 8 -- EMPLOYMENT STATUS AND PRACTICES

8.01. Equal Opportunity/Non-Discrimination. The Employer and the Union agree that conditions of employment will be consistent with applicable state and federal laws relating to equal opportunity and non-discrimination. This section shall not be subject to the grievance procedure.

8.02. Notice of Termination. Employees who have completed the required probationary period shall receive fourteen (14) calendar days' notice of termination or two (2) weeks' pay in lieu thereof, except in cases of discharge for just cause.

8.03. Notice of Resignation. Employees shall provide not less than ten (10) working days written notice of resignation. It is the intention of the parties that a resigning employee shall actually work the ten (10) days preceding the effective date of the employee's resignation. Childhaven may, at its sole discretion waive the ten (10) day period in the event of extenuating circumstances. Failure to give notice as required shall result the in loss of all accrued vacation and sick leave.

8.04. Job Openings. When a job opening or vacancy occurs within the bargaining unit, notice of such job opening will be posted on designated bulletin boards. A job opening will be posted for five (5) days, excluding Saturdays, Sundays and holidays internally, prior to outside posting. Qualified internal candidates will receive preference to outside candidates providing that in the sole judgment of the Employer, the skills, abilities and experience of the candidates are equal. The

job opening notice shall have a job description attached, including the date the notice is posted. Length of service shall be a consideration in filling a job opening, providing skill, ability, experience, and past performance are substantially equal in the opinion of the Employer.

8.05. Promotion. An employee who is promoted to a higher position in the bargaining unit shall serve a trial period of three (3) months in that position. At any time prior to satisfactory completion of the trial period, the employee may be demoted to his or her former position without notice and without recourse to the grievance procedure. An employee serving a trial period shall not be considered a probationary employee as defined in section 5.01 of this agreement, unless he or she has been continuously employed by the Employer for less than six (6) calendar months.

8.06. Discipline and Discharge for Just Cause. Discipline and discharge shall be for just cause. The Employer reserves the unqualified right to discharge any incompetent employee, recognizing that such discharge is subject to the just cause standard and the grievance procedure. The Employer shall judge an employee's capabilities and competency with good faith, based upon established job criteria, job evaluations and performance. Employees who have been discharged by the Employer shall be given a written statement of the cause of the discharge at the time of discharge. It is understood that the grievance procedure time limits begin at the time written notice is delivered to the employee. The Employer shall use a uniform system of oral and written warning notices for poor work performance, formal reprimands and suspensions. Employees shall be given an opportunity to read, sign, and answer all letters of warning or performance evaluations before placement of such material into their personnel file. Copies of these documents shall be given to the employee at the time formal disciplinary action is taken or a performance evaluation is given. The employee shall be requested to sign the written warning notice or performance evaluation. With regard to formal disciplinary action, the employee's signature thereon shall not be construed as admission of guilt or concurrence with the reprimand, but rather shall be requested as an indication that they have seen the document and comprehend the gravity of the disciplinary action. Employees shall have the right to review and comment on letters of warning and performance evaluations currently in their personnel file.

8.07. Personnel Files. Not more frequently than once every six months, or after a change in employment status or adverse employment action, employees may set an appointment to review their personnel files. Materials of a confidential nature from former employers may not be reviewed.

8.08. Employee Evaluations. Employees shall be evaluated annually based upon a uniform system that will apply to all members of the bargaining unit. The evaluation system shall include formal and informal observations by supervisors and shall include a self-evaluative component with personnel file review. Employees shall be given a copy of their evaluations.

8.09. Professional Responsibility. Employees, the Union and the Employer agree that all state laws governing the reporting of child abuse by professionals in child care shall be followed.

8.10. Employee Conduct. The Union and the Employer recognize that because of the unique calling of Childhaven, certain employee conduct involving child abuse, negligence, molestation,

or documented evidence of assault and battery, although engaged in away from the work place, may serve as a basis for disciplinary action. Any action taken by the Employer shall be for just cause.

8.11. Necessity of Writing. All employee status changes, i.e., full-time to part-time, leaves of absence, transfers or promotions, shall be in the form of a written communication.

8.12. State Investigations. If a State agency charged with investigating the alleged abuse or neglect of a child advises Childhaven that an employee should be relieved of child care duties, the employee shall be placed on administrative leave until the investigation has been completed. Upon the conclusion of the investigation, a determination shall be made regarding the continuing employment of the employee. The first two weeks of the administrative leave shall be paid, although Childhaven may provide, in its sole discretion, more than two (2) paid weeks of leave. Nothing in this article shall be construed as precluding Childhaven from immediately disciplining or terminating any employee for just cause, regardless of whether or not the agency has completed its investigation and regardless of the results of the investigation.

8.13. Inclement Weather Policy. It is Childhaven's intention to keep the agency open and provide service to our clients. Each of us is expected to make our best effort to get to work, while at the same time making careful decisions about personal safety.

The decision on whether the agency or a branch will be open, delayed, or dismissed early will be decided by the school district where the agency or branch is located.

Cancellation. If the branch or office where an employee works is closed at the beginning of the day or before the employee's workday begins, the employees will be paid for their normal scheduled hours. If an employee had previously scheduled the day off, they will receive compensation as they had requested; i.e., vacation, floating holiday. Employees are expected to perform work duties from home to the extent possible. Childhaven reserves the right to assign employees tasks that can be performed at home.

Early Closure. If the program closes during the day, the employees who are in the building at the time the decision is made to close, will receive regular pay for the remainder of their scheduled shift.

However, employees who have elected to leave early and are gone when the building closes, will have to use vacation, sick, or compensatory time to receive pay for hours not worked.

Delayed Start. In the event of a delayed start, Childhaven will accept students at the delayed start time. Employees will be expected to arrive at their regularly scheduled arrival time. If the employee does not come in to work because he or she is concerned about driving in snow or is otherwise unable to get to work, he or she may elect to take time off without pay, or use vacation, sick, floating holidays, or compensatory time, if any is available. Similarly, an employee who is late will have to use vacation, sick, or compensatory time or leave without pay. Floating holidays cannot be used for partial days. Reasonable lateness will not be penalized.

ARTICLE 9 -- VACATION

9.01. Employees shall accrue vacation benefits according to the following schedule:

Years of Service	Annual Vacation Accrual
1-2 years	10 days
3-4 years	15 days
5+ years	20 days

9.02. After six (6) months of continuous employment, employees may schedule and take vacations to the extent that they have been earned. Vacations shall be scheduled by the Employer in such a way as will least interfere with the function of the department and the continuity of client care. Vacation shall be scheduled by seniority subject to the Employer's right to determine the number of employees, if any, who may schedule a vacation during a particular week. Seniority shall only prevail in vacation selection during the established posting period. Subject to scheduling requirements, vacations may be taken in conjunction with holidays and do not have to be consecutive in duration when mutually agreed to between the Employer and employee.

9.03. Vacations shall be scheduled by work unit. A vacation scheduling chart will be posted in each unit from January 1 through January 31. Employees must register their vacation selection during the period of posting to ensure their seniority rights concerning vacation schedules. The Employer will notify employees of their vacation dates by the second Monday in February. Vacation requested outside the scheduled posting period must be made in as far as advance as possible, but in no event less than two (2) weeks before the leave. Vacation requests made outside the scheduled posting period will be approved or denied by supervision at least within one (1) week of the request. In cases of severe emergency, the Employer may reschedule vacations, providing rescheduling does not cause undue financial hardship on the affected employee(s). Employees are not allowed to trade approved vacation days with less senior employees. Employees may be denied vacation requests for the same time they had the previous year if another employee is requesting that same time. Same time shall be defined as encompassing a minimum of five calendar days.

9.04. In the event an employee cannot take earned vacation due to the workload in a particular department, vacation will be carried over into the following year. If an employee chooses not to schedule vacation they have the option to cash-out up to three (3) days of unused and unscheduled vacation at their normal rate of pay at the end of each calendar year. The maximum amount of vacation time an employee may accrue is the equivalent of the amount of vacation time that the employee might accrue in two years' time, given his/her length of service.

9.05. Vacation Pay. Vacation pay shall be the rate of pay the employee would have received had the employee worked during the time of vacation.

ARTICLE 10 -- HOLIDAYS

10.01. The following days will be observed as paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Veterans Day
Presidents Day	Thanksgiving Day
Memorial Day	Thanksgiving Friday
Independence Day	Christmas Day

10.02. In addition to the above holidays, three (3) floating holidays shall be provided each calendar year. Employees may schedule their floating holidays only during the calendar year in which the holiday is earned, provided that no floating holiday may be scheduled by an employee until he or she has completed six (6) months of employment. Employees hired during the first half of the calendar year will be eligible for floating holidays in the year as follows:

<u>Hire Date</u>	<u># Floating Holidays</u>
Jan 1 — March 31	3
April 1 — June 30	2
July 1 — Sept 30	1
October 1 — Dec 31	0

10.03. Part-time employees shall be paid pro rata pay for holidays. Casual employees will not be paid for holidays.

10.04. In the event an employee cannot take an earned holiday due to the workload in a particular department, the holiday will be carried over into the following year for one month.

ARTICLE 11 -- SICK LEAVE

Childhaven provides two types of sick leave. The first is sick leave that is required by Washington law and local ordinance for Paid Sick and Safe Time (referred to herein as "PSST"). The second type of sick leave is an excess benefit that is provided by Childhaven ("Excess Sick Leave"). Together, PSST and Excess Sick Leave are referred to herein as "Sick Leave."

11.01. Accumulation. Regular full-time, and part-time employees on a prorated basis, shall be entitled to accrue a total of eight (8) hours per month of paid Sick Leave, for a total of ninety-six (96) hours per year. Beginning January 1, 2020, Sick Leave shall be allocated to PSST or Excess Sick Leave as follows:

- a. PSST. Employees accrue one (1) hour of PSST for every forty (40) hours worked. A full-time employee therefore would accrue fifty-two (52) hours of PSST per year. Employees in Seattle are allowed to carry over fifty-six (56) hours of accrued but unused PSST from one calendar year to the next, the rate applicable for a Tier 2 employer. Employees working elsewhere in Washington are allowed to carry over forty (40) hours of accrued but unused PSST from one calendar year to the next. Effective January 1, 2020, employees will carry over accrued but unused Sick Leave up to these designated amounts into their PSST bank.

Employees who have accrued more leave than the maximum carry-over amount may transfer the extra accrued leave to their Excess Sick Leave bank.

- b. Excess Sick Leave. Childhaven provides Excess Sick Leave according to the following accrual formula: Sick Leave minus PSST equals Excess Sick Leave. For example, an employee accrues 4 hours of PSST in a month. That employee will also accrue 4 hours of Excess Sick Leave (8 hours Sick Leave – 4 hours PSST = 4 hours Excess Sick Leave). Employees may not accrue more than 360 hours of Excess Sick Leave, except that employees who have higher accruals as of January 1, 2020, shall be permitted to keep their total accrual balance.
- c. Coordination of PSST and Excess Sick Leave. Employees are eligible to use Excess Sick Leave once they have exhausted their PSST bank.

Beginning January 1, 2020, employees will be notified of their respective PSST and Excessive Sick Leave benefits on their paychecks. Employees will also be notified of (1) total available PSST; (2) PSST accrued since the last notification; and (3) PSST used since the last notification.

11.02. Eligibility. Employees are eligible to take accrued Sick Leave upon hire.

11.03. Using Sick Leave. Sick Leave may be used for the following purposes:

- To care for a personal or family member's illness, injury or health condition, including preventative medical appointments
- To care for a personal or family or household member for a reason related to domestic violence, sexual assault, or stalking
- To care for a personal absence when the employee's workplace or the employee's child's school or place of care has been closed by order of a public official for health reasons

"Family member" is defined as child of any age, spouse, including registered domestic partners, parent and parent-in-law, sibling, grandparent, and grandchild.

The reasons for using Sick Leave will be interpreted in accordance with applicable Washington and local PSST laws.

Employees may use Sick Leave for medical and dental appointments that cannot be scheduled outside the normal work day. For appointments that do not require debilitating treatments, the employee is expected to return to work after the appointment.

PSST may be used in increments of 15 minutes.

Excess Sick Leave may be used in increments of 1 hour.

11.04. Sick Leave Compensation. Sick Leave shall be payable at the employee's normal hourly compensation (i.e. the rate that they would have earned if they had shown up to work).

11.05. Reasonable Notice Requirements for Requesting Sick Leave. If the need for Sick Leave is foreseeable (i.e. a scheduled medical appointment), the employee shall provide ten (10) days' advance notification to their Supervisor.

If the need for Sick Leave is not foreseeable (i.e. an unexpected medical condition), employees shall make a good faith effort to notify the Supervisor, or Program Director if the Supervisor is not available as soon as possible, at least one hour and thirty (30) minutes in advance of the commencement of the employee's scheduled shift, unless it is not practicable to do so (i.e. the employee is incapacitated), in which case the employee must provide notice as soon as it is practicable.

Failure to comply with these notice requirements may subject the employee to discipline.

11.06. Verification Request from Employer.

- a. PSST: If an employee has used PSST for more than three (3) consecutive days during which the employee is required to work, the employee must provide verification that establishes or confirms that the use of PSST is for an authorized purpose. The employee is not required to disclose the nature of any medical condition, unless applicable law permits Childhaven to make this inquiry. Childhaven will maintain the confidentiality of any information provided. If requested by Childhaven, verification must be provided within ten (10) calendar days of the first day the employee used PSST. If an employee believes obtaining verification for use of PSST would result in an unreasonable burden or expense, the employee may contact Human Resources orally or in writing. The employee should indicate that the absence is for an authorized purpose and explain why verification would result in an unreasonable burden or expense. Within ten (10) calendar days of receiving the request, Childhaven will work with the employee to identify an alternative for the employee to meet the verification requirement in a way that does not result in an unreasonable burden or expense. Failure to provide verification may result in denial of paid leave and may subject the employee to discipline.
- b. Excess Sick Leave: Childhaven may request verification a) for absences of three (3) consecutive working days; or b) where there is an instance or practice of Excess Sick Leave useage that indicates abuse (i.e. regularly calling out on Fridays). Failure to provide verification may result in denial of paid leave and may subject the employee to discipline.

For use of paid Sick Leave for purposes authorized under federal, state, or other local laws that permit employers to make medical inquiries, Childhaven may require verification from an employee that complies with such certification requirements.

11.07. Discipline Related to Abuse of Sick Leave. Proven abuse of this Sick Leave benefit will be grounds for the implementation of the discipline process.

11.08. On-the-Job Injury/PFMLA. Sick Leave may be used to supplement the amount received by an employee from Worker's Compensation Insurance, up to the amount of the employee's pay for the hours the employee would have worked had the employee been available for work. Effective January 1, 2020, Sick Leave may also be used to supplement the amount received by an employee from the State's Paid Family and Medical Leave Act program, up to the amount of the employee's pay for the hours the employee would have worked had the employee been available to work.

11.09. Cash Out of Excess Sick Leave. Employees who use less than forty-eight (48) hours of Sick Leave per year may convert up to twenty-four (24) hours of Excess Sick Leave to cash or vacation on an annual basis to be converted on January 1. Employees who qualify will indicate their choice by December 15. Employer will notify all employees by December 1 of each year that this benefit is available.

11.10. Upon termination or resignation with proper notice pursuant to Section 8.03, employees shall be paid one-quarter (1/4) of all accrued Sick Leave at the regular rate of pay. If an employee is separated from employment and rehired within twelve months, Childhaven will reinstate the employee's PSST balance as of the date of separation, except for any amount that was previously cashed out to the employee.

11.11. An Employee with one year or more of service with the Employer may voluntarily anonymously donate to co-workers a maximum of eight (8) hours of sick leave per year.

11.12. Retaliation Prohibited. Any discrimination or retaliation against an employee for good faith assertion of PSST rights is against the law. An employer may not require, as a condition of an employee taking PSST, that the employee search for or find a replacement worker to cover the hours during which the employee is on PSST. An employer may not apply an absence control policy to PSST-covered absences.

11.13. Use of Sick Leave and/or Vacation to Care for Employee's Children and Other Family Members. Employees may use accrued Sick Leave and Vacation to care for a spouse, parent, parent-in-law, or grandparent of the employee who has a serious health condition or an emergency condition as provided by law (RCW 49.12.270). "Child" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis who is:(a) under eighteen (18) years of age; or (b) eighteen (18) years of age or older and incapable of self-care because of a mental or physical disability.

ARTICLE 12 -- LEAVES OF ABSENCE

12.01. In General. All leaves are to be requested from the Employer in writing as far in advance as possible, stating the amount of time requested. A written reply to grant or deny the request shall be given by the Employer as soon as possible. Except as otherwise set forth within Article 12, the

Employer retains full discretion to grant or deny a leave request. Vacation time may be added to an employee's leave of absence by request.

12.02. Family and Medical Leave. As required by federal law, upon completion of one (1) year of continuous employment, any employee who has worked at least 1250 hours during the prior twelve (12) months shall be entitled to up to twelve (12) weeks of unpaid leave per year for the birth, adoption or placement of a foster child, to care for a spouse or immediate family member with a serious health condition; or when the employee is unable to work due to a serious health condition. The Employer shall maintain the employee's health benefits during this leave and shall reinstate the employee to the employee's former or equivalent position at the conclusion of the leave.

If a particular period of leave qualifies under both the Family and Medical Leave Act of 1993 (FMLA) and state law, the leaves shall run concurrently. This leave shall be interpreted consistently with the rights, requirements limitations and conditions set forth in the federal law and shall not be more broadly construed. The Employer may require or the employee may elect to use any accrued paid leave for which the employee is eligible during the leave of absence.

Generally, employees must give at least thirty (30) days' advance notice to the Employer of the request for leave.

12.03. Medical Leave. Requests for unpaid leaves of absence for medical reasons shall be submitted along with documentation from the employee's care giver stating the length of time leave will be required. Leaves of absence for medical reasons will be granted for the duration of the medical condition, to a maximum of one (1) year. For leaves which extend over thirty (30) days, the Employer, at its discretion and expense, may require the employee to undergo an examination by a care giver selected by the Employer.

12.04. Leaves Over 45 Days. Medical leaves without pay for a period of twelve (12) weeks or less shall not alter any regular employee's anniversary date of employment. Non-medical leaves without pay for a period of twelve (12) weeks shall not alter any regular employee's anniversary date of employment. If a medical leave of absence exceeds (12) twelve weeks, or a non-medical leave exceeds forty-five (45) days, the Employer may permanently fill the vacancy. If the Employer has filled the position permanently, the employee on leave of absence, after indicating an interest in returning to the job, will be offered the first open position for which the employee is qualified.

12.05. Bereavement Leave. A full-time employee shall be allowed a maximum of three (3) days off with pay by reason of death in the employee's immediate family. Bereavement leave shall be prorated for part-time employees. The term "immediate family" includes husband, wife, domestic partner, spousal equivalent, mother, father, son, daughter, sister, brother, mother-in-law or father-in-law, son or daughter-in-law, sister or brother-in-law, aunt or uncle or grandparents. In addition Childhaven may, at its sole discretion permit an employee to take not more than one (1) day of sick leave to attend the funeral of any individual with whom the employee was personally close

to. When an employee attends a funeral for an immediate family member out of state, an additional two (2) days without loss of pay shall be granted.

12.06. Military Reserve Leave. Leave required in order for an employee to maintain status in a military reserve of the United States shall be granted without pay, without loss of benefits accrued from the date such leave commences and shall not be considered part of earned annual vacation time.

12.07. Jury Duty. Full-time and part-time employees who are called to serve on jury duty shall be compensated by the Employer for the actual time served on such duty in the amount of the difference between jury duty pay received and their normal straight-time pay up to a maximum of two (2) weeks unless the trial extends beyond that time. To be eligible for jury duty pay, an employee who reports for jury duty and is excused must immediately report back to the Employer, indicating the employee's availability for work.

12.08. Witness Pay. The Employer will pay an employee who is called to be a witness on behalf of the Employer in cases related to employment at Childhaven for the time spent as though it were work time.

12.09. Education Leave.

12.09.01. As long as the state therapeutic child care contract so provides, the Employer shall provide two (2) days per month of in-house training for full-time and part-time employee.

12.09.02. The Employer may approve additional training for part-time and full-time employees at its sole discretion. The Employer will provide each full-time employee who has completed the probationary period with up to \$350 per calendar year (prorated for new hires and part-time employees) to reimburse the employee for costs related to an Employer-approved educational or professional offering. Subject to the approval of the Employer, up to \$50.00 of this amount may be utilized for books.

ARTICLE 13 -- HEALTH AND WELFARE

13.01. Medical Insurance. Full-time and all part-time employees shall be covered as set forth below. All current full-time employees shall be covered by the Employer's group health and dental plan. Each employee who elects coverage must pay thirty (\$30.00) dollars per month toward their premium.

13.01.01. Employees who begin work on or before the 10th of the month shall be eligible for health and dental insurance on the first day of the month following their start date.

13.01.02. Employees who begin work after the 10th of the month shall be eligible for health and dental insurance on the first day of the second month following their start date.

13.02. The Employer will continue to provide a group retirement, tax deferred annuity plan, group life insurance and group disability plan in accordance with the terms of the plans. Should Employer desire to change any current group retirement plan, the Parties will meet in good bargaining faith as states in Article 13.07 of this Agreement.

13.03. During the life of this agreement, the Employer will maintain the benefit packages specified in sections 13.01-13.02 above. The Employer shall not be held responsible for any changes in benefit packages that result from the unilateral actions of third party providers.

13.04. The Employer will replace eyewear that is damaged as a result of an on-the-job accident or injury.

13.05. The Employer will reimburse employees for expenses incurred in their own personal treatment of head lice and ringworm. The maximum allowable expense for lice shampoo will be \$15.00 per incident and the maximum allowable expense for antifungal cream will be \$10.00 per incident. Receipts for expenses may be submitted to the appropriate supervisor.

13.06. The Employer will reimburse employees (including casual employees), one time only for expenses incurred in receiving their initial TB screening test. The maximum allowable expense for the screening will be \$10.00. Receipts for expenses may be submitted to the appropriate supervisor.

13.07. Plan Changes. The Employer agrees to meet with representatives of UFCW Local 21 for purposes of reviewing any need for changes to the retirement or health care coverage. The Employer agrees to accept input from the Union and make a good faith effort to reach an agreement on any changes prior to implementing. The Employer agrees to pay for one union bargainer from each branch, for up to 3 hours of bargaining time for each year in which a change to health care coverage is being considered.

ARTICLE 14 -- SENIORITY

14.01. Seniority Defined. Seniority shall mean an employee's continuous length of service with the Employer from the most recent date of hire as a full-time or part-time employee. Seniority shall not apply until the employee has completed the required probationary period. Upon satisfactory completion of this probationary period, the employee shall be credited with seniority from the most recent date of hire as a regular employee.

14.02. Layoff/Recall

14.02.01. In the event a permanent or prolonged reduction in personnel is determined to be necessary, agency length of service shall be considered in such layoff (and subsequent recall from layoff, if any), provided skill, ability, reliability and program needs are considered equal. The Employer shall be the judge of whether the skill, ability and reliability of employees and program needs are equal. This judgment shall be fairly and reasonably exercised.

Lay-offs. The Employer shall determine in which branches layoffs must occur. In the event of a permanent layoff, the Employer shall make its best efforts to notify the Union and regular employees involved at least fourteen (14) days prior to the impending layoff. The Employer will first seek volunteers prior to involuntary layoffs. The Employer may limit the number of volunteers from each branch to maintain an efficient operation. Employees shall be laid off in the following order:

- a. Probationary employees;
- b. Regular full-time and part-time employees.

On-Call Substitutes will not be used to permanently replace laid off probationary or regular employees.

An employee who has been designated for layoff may accept the layoff, accept an open position for which they are qualified, or may displace an employee on the low seniority list, as described below. Full-time employees may displace any employee on the low seniority list for full-time or part-time employees. Part-time employees may only displace less senior employees on the part-time low seniority list.

There will be two (2) low seniority lists: one (1) for full-time employees and one (1) for part-time employees. Each low seniority list shall consist of the least senior employees who comprise ten percent (10%) each category of employee. Any employee identified for initial layoff who already is on a low seniority list and any employee on a low seniority list who has been displaced by another employee pursuant to the above process may displace the least senior employee on the applicable low seniority list or accept an open position for which they are qualified.

A TCTIII who displaces a TCTII will continue to be paid at the TCTIII rate until the next TCTIII position becomes available. If the employee is offered and refuses to accept the available TCTIII position, the employee's pay shall be reduced to that of a TCTII. A full-time employee who displaces a part-time employee shall be provided with the rate of pay and the hours of the displaced part-time employee.

In the case of initial layoffs, employees who have been advised that they will be laid off must determine which employees they will displace within seven (7) calendar days of receiving notification of the layoff. Employees who are thereafter displaced and have the right to displace other employees must make their decisions within 72 hours of having received notice of their displacement.

14.02.02. Employees transferring within the bargaining unit shall retain their seniority.

14.03. Termination. Seniority shall terminate upon cessation of the employment relationship; for example, discharge, resignation, retirement, twelve (12) consecutive months of layoff, or failure to comply with recall procedures specified by the Employer. When seniority terminates, the employee shall, if ever reemployed, be regarded as a new employee. An approved temporary leave

of absence from work for nonmedical reasons of 12 weeks or less, or a temporary leave of absence for medical reasons of 12 weeks or less, shall not break seniority.

ARTICLE 15 -- LABOR-MANAGEMENT COMMITTEE

15.01. A Labor-Management committee shall be established consisting of up to three (3) representatives of the employees and up to three (3) management representatives including the Vice-President of Human Resources, or designee. The Labor-Management Committee, which is an advisory committee, shall meet quarterly to discuss matters pertaining to this Agreement. This committee shall be co-chaired by a representative from each group and on paid time.

ARTICLE 16 -- GRIEVANCE PROCEDURE

16.01. A grievance is defined as an alleged violation of the terms and conditions of this Agreement. If any such grievance arises, it must be submitted by the employee to the following grievance procedure. Time limits set forth in the following steps may only be extended by mutual written consent of the parties hereto:

Step 1: Immediate Supervisor

The employee shall first attempt to resolve the problem immediately with the employee's immediate supervisor and in no event later than fourteen (14) calendar days of the employee's knowledge of the facts that constitute the grievance. The immediate supervisor shall be given ten (10) calendar days to resolve the problem.

Step 2: Program Director

If the matter is not resolved to the parties' satisfaction at Step 1, the employee and/or Union Representative shall reduce the grievance to writing and shall present it to the Program Director (or designated representative) within ten (10) calendar days of the immediate supervisor's decision. The written grievance shall contain a description of the alleged problem, the specific section of the contract that has been allegedly breached, the date it occurred, and the specific corrective action the grievant is requesting. The Program Director shall reply in writing within ten (10) calendar days following receipt of the grievance.

Step 3: Chief Programs Officer

If the matter is not resolved at Step 2 to the parties' satisfaction, the grievance shall be referred in writing to the Chief Programs Officer (and/or designated representative) by the employee (and/or Union Representative), within ten (10) calendar days of the Program Director's reply. The parties shall meet within ten (10) calendar days for the purpose of resolving the grievance.

Step 4: President or Human Resources

If the matter is not resolved at Step 3 to the parties' satisfaction, the grievance shall be referred in writing to the President or Human Resources (and/or designated representative) by the employee (and/or Union Representative). The parties shall meet within ten (10) calendar days for the purpose of resolving the grievance.

Step 5: Arbitration

If the grievance is not settled on the basis of the foregoing procedures, and if the grievant and the Union have complied with the specific procedures and time limitations specified in Steps 1, 2, 3 and 4, the employee, with the assistance of the Union, may submit the issue in writing to final and binding arbitration within fourteen (14) calendar days following the meeting between the President and the employee. If the Employer and the Union fail to voluntarily agree on an arbitrator, a list of seven (7) arbitrators shall be requested from the Federal Mediation and Conciliation Service. The parties shall there upon alternate in striking a name from the panel until one (1) remains. The person whose name remains shall be the arbitrator. Either party may reject an entire panel once. The arbitrator's decision shall be final and binding on all parties except as provided herein. The arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement as they may apply to the specific facts of the issue in dispute. The arbitrator shall not substitute her/his judgment for that of the Employer. Each party shall bear one-half (1/2) of the fee of the arbitrator and other expense jointly incurred incidental 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.

ARTICLE 17 -- STRIKES

17.01. Neither the Union nor its members, agents, representatives, employees or persons acting in concert with them, shall incite, encourage or participate in any strike, sympathy strike, walkout, slowdown or other work stoppage of any nature whatsoever, nor shall they engage in any form of economic pressure or picketing against the Employer. In the event of any strike, sympathy strike, walkout, picketing, slow down or work stoppage or threat thereof, the Union and its officers will do everything within their power to end or avert the same during the term of this Agreement. The Employer will not expect employees who are members of UFCW Local 21 to cross picket lines sponsored by other unions.

17.02. Any employee authorizing, engaging in, encouraging, sanctioning, recognizing or assisting in any strike, sympathy strike, slowdown, picketing, work stoppage or other concerted interference shall be subject to immediate dismissal or such lesser discipline as the Employer shall determine.

17.03. The Employer shall not cause or engage in any lockout of its employees during the term of this Agreement.

ARTICLE 18 -- GENERAL PROVISIONS

18.01. 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 term of the Agreement. If any provision is held invalid, the Employer and the Union shall enter into immediate collective bargaining negotiations

for the purpose, and solely for the purpose, of arriving at a mutually satisfactory replacement for such provision.

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

18.03. Waiver and Complete Agreement. The parties acknowledge that during the negotiations resulting in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any and all subjects or matters not removed by law from the area of 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. The Employer and the Union each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This Agreement constitutes the entire agreement between the parties and concludes collective bargaining for its term, subject only to a desire by both parties to mutually agree to amend or supplement at any time.

ARTICLE 19 -- TERM OF AGREEMENT

19.01. This agreement shall be in full force and effect from ratification until June 30, 2020.

ARTICLE 20 -- DRUG AND ALCOHOL USE

20.01. The purpose of this provision is to maintain the safety of the workplace.

20.02. For cases in which a supervisor or other Employer representative has reasonable suspicion to believe that the employee is at work while under the influence of alcohol, legal or illegal drugs in her/his system or uses or possesses alcohol or illegal drugs while at work, the Employer may require the employee to go to a laboratory to provide both urine and blood specimens for laboratory testing. Reasonable suspicion means suspicion based on reliable observations regarding the workplace activities of an employee or the workplace appearance, behavior, speech or breathe odor of the employee.

20.02.01. Random Drug Testing. Employer shall conduct annual random drug testing on employees who operate an Employer owned vehicle. The Employer will draw a random selection of six (6) employee-drivers names. Employees who have been selected will be tested according to Articles 21.04.01 through 21.04.07 of this Agreement. Random selection may occur anytime throughout the calendar year and at the discretion of the Employer. Article 19.01.02 will apply to employee(s) with a positive test result.

20.02.02. Drug Testing For Bodily Injury or Property Damage. Automatic drug testing for drivers of Employer owned vehicles that are involved in accidents that result in bodily harm or property damage over \$500.00. Employees will be tested according to Articles

21.04.01 through 21.04.07 of this Agreement. Article 20.01.02 will apply to employee(s) with a positive test result.

20.03. An employee may refuse the Employer's request that the employee be tested. If an employee does refuse, the employee shall be suspended immediately without pay for the remainder of the workday. By refusing to be tested an employee does not waive her/his right to grieve whether the Employer violated Section 21.02 by requesting that she/he submit to drug testing. A refusal to submit to a test shall not cause any inference of illegal drug or alcohol use. While the refusal to submit to testing itself shall not subject the employee to any additional disciplinary action, additional disciplinary action may be taken based upon the workplace activities of the employee that gave rise to the Employer's request that the employee be tested if justified under Section 8.05 of this Agreement.

20.04. If an employee elects to be tested the testing of the samples will be done at a laboratory mutually agreed upon by the Union and Employer subject to the following procedures:

20.04.01. The employee will sign the consent form attached hereto as Appendix B authorizing the laboratory to submit a medical test consistent with the provisions set forth herein.

20.04.02. Collection of blood and urine samples shall be conducted in a commercially acceptable manner that includes commercially acceptable chain of custody procedures.

20.04.03. Employees shall not be witnessed while submitting a urine sample. Administrative procedures and/or temperature or biologic testing of urine samples may be conducted to prevent the submission of fraudulent tests.

20.04.04. A split sample shall be reserved in all cases for independent analysis in the event of a positive test result. The Employer shall bear no cost or responsibility for independent analysis. All samples must be stored in a scientifically acceptable, preserved manner. All positive confirmed samples and the related paperwork must be retained by the laboratory for at least three months or for the duration of any grievance or legal proceeding, whichever is longer. At the conclusion of this period, the specimen and paperwork shall be destroyed.

20.04.05. Urine samples shall be tested for the presence of alcohol and illegal drugs. No test shall be reported as positive unless thresholds are exceeded that provide a high degree of protection to employees that there was not a false positive. All urine samples that test positive on the initial screening test shall be confirmed by an alternate more thorough scientifically acceptable procedure.

20.04.06. Prior to notifying the Employer of the results, the laboratory will advise the employee of any positive results. At the same time, the laboratory will inform the Employer that lab results have been conveyed to the employee. The employee will have the opportunity first to discuss the matter with the Union, and, thereafter, the option of resigning or having the results reported to the Employer. The employee must advise the

Employer of this decision within 72 hours, excluding weekends, of receiving the test results. Failure to do so shall subject the employee to discipline consistent with Section 8.05.

20.04.07. The Employer shall designate one person and an alternate to be notified of the test results and the laboratory shall notify only that person designated or the designated alternate of the results. The Employer and Union will take measures to maintain the confidentiality of test results. Grievances will bypass the first two steps of the grievance procedure and be filed directly with the Associate Director.

20.04.08. All employees will be fully informed of this drug and alcohol-testing policy before testing is administered. The Employer shall provide employees with information about the impact of the use of drugs and alcohol on job safety and performance.

20.04.09. Prior to being required to submit to any drug/alcohol testing, an employee shall have the right and shall be informed of her/his right to notify Union representative that such testing will take place. Such notification, if it is exercised, must occur as soon as is practicable.

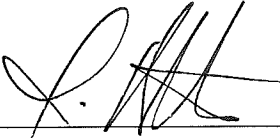
20.04.10. The Employer shall provide transportation between Childhaven and the testing site, and reimburse each employee for the time, including travel, required to take the tests and any period during which the employee is off work at the Employer's insistence awaiting test results.

20.05. Anyone who is at work while under the influence of alcohol, legal or illegal drugs in her or his system shall have the option to utilize treatment available through the Employer's medical plan provided that the employee is covered under the plan or be subject to discipline commensurate with the severity of the offense, subject to the provisions of Section 8.05. Any employee that exercises her or his option to utilize treatment under this section and is thereafter at work while having a measurable quantity of alcohol or illegal drugs in her or his system shall be subject to immediate discipline commensurate with the severity of the offense, subject to the provisions of Section 8.05. In no event shall the discipline be less than a three-day suspension.


20.06. Any employee who uses or possesses alcohol or illegal drugs at work shall be subject to immediate discipline commensurate with the severity of the offense, subject to the provisions of Section 8.05 and 21.05.

20.07. This drug and alcohol-testing program was initiated at the request of the Employer.

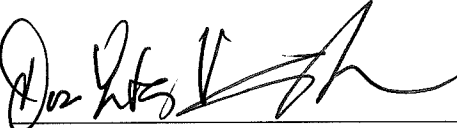
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this _____ day of September, 2019.

BY: 

Jon Botten
Chief Executive Officer
President

BY: 

Emilia Contreras
Executive Vice

BY: 

Don Yeta Villavaso Madden
Human Resources Director

BY: _____
Denise Baeza
Negotiator

APPENDIX “A” — WAGES

Floating Treatment Room Counselor (FTRC)

Must be 18 years of age with a willingness to work with at-risk preschool children.
Child/Infant CPR certified and HIV/Blood Borne Pathogens trained preferred.
IV/Blood Borne Pathogens trained preferred.
Be able to attend all required trainings.

Assistant Treatment Room Counselors (ATRC)

Qualifications:

BAJBS in Early Childhood Education/Child Development or related field with one year experience; AA in Early Childhood Education/Child Development or related field and at least five years' experience; or a HSD/GED and nine years of experience. Degree in related field/or experience with no degree may require a minimum 9 units in ECE/Child Development.

First Aid/CPR Certification

Blood Borne Pathogens/HIV training

Lead Treatment Room Counselors (LTRC)

Qualifications:

BA/BS in Early Childhood Education/Child Development or related field* with two years' experience; AA in Early Childhood Education/Child Development or related field and at least six years' experience; CDA and 10 years of experience. Leadership ability; ability to relate well with parents and professionals from other agencies.

*Degree in related field requires twenty clock hours or two college quarter credits of basic training that is STARS approved.

First Aid Certification Child/Infant CPR Certified, HIV Blood borne pathogens trained

<u>Effective January 1, 2018</u>	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
ATRC	\$15.98	\$16.46	\$16.95	\$17.46	\$17.98	\$18.52	\$19.08	\$19.65	\$20.24	\$20.85
LTRC	\$17.77	\$18.31	\$18.86	\$19.42	\$20.00	\$20.60	\$21.22	\$21.86	\$22.51	\$23.19

Floating Treatment Room Counselors are not assigned to one classroom, but will otherwise be treated as Assistant TRCs and Lead TRCs for purposes of the wage scale.

Effective upon ratification, and retroactive to July 1, 2019, a new step “K” will be established at 1.5% above step “J.” Effective the second year a new step “L” shall be established at 1.5% above step “K.”

	Step K	Step L
ATRC	\$21.16	\$21.48
LTRC	\$23.54	\$23.89

Employees who have been at step A or J for one year or more will be eligible to move up to the next step on their next anniversary date pursuant to Section 7.03.02. Employees who have been at step A or J for one year or more and whose anniversary date occurred between July 1, 2019 and the ratification date shall be eligible to receive retroactive pay at the new step level for the period of time that elapsed between their anniversary date and the ratification date.

APPENDIX "B" — CONSENT/RELEASE

I consent to the collection of urine and blood samples and their analysis by _____ under the provisions set forth in the Collective Bargaining Agreement.

I AUTHORIZE THE LAB TO RELEASE TO MY EMPLOYER AND UNION:

Only whether the test was confirmed positive or was negative but not any other information about the results of the tests without my written consent.

The lab is not authorized to release the results of this test to any other person without my written permission. In the event that the results are positive and that I file a grievance under the labor agreement contesting any part of Article 20, I agree to a release of the full report to the Union and the Employer.

I understand that I have the right to my complete test results and that the laboratory will preserve the sample for at least three months. I have the right to have this sample split and a portion tested at a second laboratory of my choice in the event the test results are confirmed positive.

I understand that alteration of the sample or failure to reasonably cooperate with the collection of a urine sample may result in disciplinary action by the Employer, up to and including discharge.

I understand that a confirmed positive test may result either in a requirement that I undergo rehabilitation or in disciplinary action by the Employer, up to and including discharge.

By signing this consent form, I am not waiving any of my rights under any federal, state or local law, statute, constitution, ordinance, administrative rule or regulation or common law provision. I understand that I have the right to challenge any confirmed positive test result and any Employer action based thereon, by filing a grievance under the Collective Bargaining Agreement.

Employee Signature

Date Signed

APPENDIX "C" IMPLEMENTATION OF RANDOM DRUG TESTING AND DMV
ABSTRACT 3 POLICY

The parties have agreed that to facilitate the fair implementation of the Drug Testing and Abstract 3 programs, an advisory committee consisting of 2 management representatives and 2 –3 employee representatives shall be utilized to recommend guidelines for the implementation of these programs.

The purpose of this committee will be the development of guidelines, standards, requirements and/or procedures relating to the implementation of these programs and any subsequent imposition of discipline that may result from a breach of the policies and/or rules relating to the Drug Testing and Abstract 3 programs.

The parties shall designate the committee members and provide each other the names of the designees, in writing, by no later than 30 days of signing of the Labor Contract.

The committee will meet at a time and place to be agreed upon, but beginning not later than the last week of the month following the ratification and from time to time as necessary and agreed thereafter.

The committee shall provide separate guidelines for each program providing for the program implementation, as well as for disciplinary procedures to be utilized.

The guidelines produced by the committee shall be advisory only, and subject to the final decision of management as to their adoption. If the Parties fail to reach an agreement within a reasonable time frame, the Parties will call a mediator from FMCS to help reach an agreement. Management shall notify the Union of the final disciplinary procedures it will utilize at least 30 days prior to implementation and provide the Union an opportunity to comment upon them. Any Union comment must be received no later than 15 days following receipt of said notification.

LETTER OF UNDERSTANDING
By and Between
UFCW LOCAL Local 21
And
CHILDHAVEN

The following agreements were reached during negotiations between the parties:

1. Training on prevention and control of infection
Twice yearly, the Employer will provide training on the subject of prevention and control of infections, including infections spread by the fecal-oral route, respiratory route (TB), direct contact and through bodily fluids.
2. Time Sheets
The Employer will provide time sheets 24 hours in advance of when signature is required to enable employees to review the time sheets and make any needed corrections.
3. Sensitivity Training
The Employer will conduct an annual Diversity, Racial Equity and Inclusion Training class for all TRCs.
4. Training Day. December 24 shall be designated as a training day, subject to the conditions set forth herein.

The Employer may change this designation in the event that: (a) it determines that the two discretionary training days permitted by the State need to be used to perform repair or maintenance work on its facilities; (b) the State takes any action, contractual or otherwise, that adversely impacts the employer's ability to utilize discretionary training days; (c) extraordinary circumstances arise. In determining whether extraordinary circumstances exist, the Employer will act reasonably and in good faith.

The Employer shall notify the Union by not later than November 1 whether or not it intends to change the designation of December 24 as a training day.

Employees seeking to take December 24 as a vacation day should follow the procedures set forth in Article 9 of the contract. Initial approval of vacation requests shall be made as though December 24 is a normal day in which services are provided to children.

5. Seniority for Requesting Vacations around Holidays (Art. 9.03) The Parties agree that the Labor Management Relations Committee (the "Committee") shall meet and discuss how to more equitably allow Employees to schedule paid vacation time surrounding Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas and New Year's Day (together "Childhaven Holidays"). The Committee shall evaluate and discuss the following topics:

- a. The number of children served and the number of staff scheduled to work in the week surrounding Childhaven Holidays. Childhaven will provide this information to the Committee by November 3, 2017.
 - b. How to more efficiently staff classrooms surrounding Childhaven Holidays, provided that Childhaven continue to retain the right to determine staffing needs and the number of employees who may schedule vacation.
 - c. After evaluating this information, whether Childhaven in its sole discretion may decide to reduce staffing surrounding Thanksgiving 2017, Christmas 2017 and New Year's 2-18.
 - d. Alternatives to granting employee vacation requests surrounding Childhaven Holidays. For example, the Union initially proposed establishing two "bucket periods". Employees would be entitled to apply their seniority only once within each bucket period. The first bucket period would be comprised of the Memorial Day, Fourth of July and Labor Day holidays. The second bucket period would be comprised of Thanksgiving, Christmas and New Year' day. Any changes will be memorialized in a Memorandum of Understanding.
6. Childhaven Board of Trustees. The parties agree that each year, at a mutually designated Childhaven Board of Trustees meeting, a Therapeutic Classroom Teacher (TCT) from each branch appointed by the union membership will be invited to make a presentation to the Board members regarding topics that are of interest to the Board. In addition, at each orientation for new Board members, a TCT will be invited to provide the new Board members with information regarding the role and responsibilities of a TCT. On an annual basis, the President/CEO and a member of Childhaven's Board shall visit each of the branches and meet with the teaching staff to discuss issues of mutual interest.
7. Transportation Subsidy for Broadway Employees. Childhaven will continue its pilot parking project through June 30, 2018, which project currently provides approximately 11 parking spaces to Employees employed at the Broadway branch, providing the parking spots remain available at the current rate of \$78/month.

Commencing on July 1, 2018 Broadway employees shall have the option of receiving subsidized parking or a subsidized Orca pass (either option to be subsidized in an amount up to \$78/mo by Childhaven.) Childhaven shall have no obligation to provide parking spaces to Employees. Broadway employees will elect either the parking or Orca pass subsidy on or about April 15, 2018, such election to remain in effect for the following 12 months. Until July 1, 2018, Article 7.04 of the most recent CBA regarding bus passes shall remain in effect. Any employee who selects the subsidized parking option must submit a receipt for parking that equals or exceeds the amount of the subsidy. The subsidy for the Orca pass will be either the actual cost of the pass to Childhaven or \$78/mo, whichever is the lesser.

8. Credit for Making Up Paid Holiday, Vacation or Sick Leave. Employees who return to work in the same week that paid holiday, vacation or sick leave was taken shall have the option of receiving the following for all hours paid in excess of 40 hours that week: a) straight time pay; or b) credit back to vacation or sick leave bank.

Example: An Employee is on vacation leave Monday-Thursday. On Friday, the Employee works 16 hours. For the 8 hours paid in excess of 40 that week, the Employee shall have the option of either : a) being paid straight time for those 8 hours; or b) receiving a credit back to his or her vacation bank of 8 hours.

9. Ratification Bonus. Following ratification of the new CBA, Employees shall receive a ratification bonus equivalent to one-and-one-quarter of a percent (1.25%) of gross wages earned in the twelve months preceding July 1, 2019. For example, the ratification bonus for an employee will be based upon the gross wages paid to that employee by Childhaven from July 1, 2018 to June 30, 2019. The ratification bonus will be paid at the end of the first full pay period following ratification and shall only be paid to Employees who are employed by Childhaven as of August 5, 2019 and are covered in the bargaining unit.

10. Internet Postings. Childhaven shall publish on its web site its newsletter and notices of Childhaven branch closures. Reading the newsletter or branch closure notices shall not be considered time worked.

11. FMCS Trainings. If the Committee elects to pursue further training by Federal Mediation and Conciliation Service ("FMCS"), Childhaven will send representatives to such FMCS training.

THE UNION DIFFERENCE

As a union member, you have certain rights at your workplace:

A Voice at Work

Because you have a union, you have a voice at work. A negotiating committee of union members and staff negotiate with management—as equals—over wages, benefits, working conditions, and other issues. The union committee pushes for the issues that union members choose. The result of negotiations is a proposed contract which members vote on before it takes effect.

Right to Union Representation

Every union member has the right to union representation during an investigatory interview that could lead to discipline. This is called your “Weingarten” right, after a Supreme Court case which established the right to representation.

Just Cause for Discipline

The just cause provision in your union contract ensures you have due process in cases of discipline. The just cause standard is a well-defined set of legal rules that involve several different “tests” of a disciplinary action. The tests of just cause provide considerable protection against retaliation, discrimination, or other unfair actions.

The Security of a Union Contract

As a union member, your wages and working conditions are spelled out in writing in a legally-binding union contract. You are not alone at the workplace—instead, you have the security of knowing that your rights are protected by your union contract and backed up by the 46,000 other members of UFCW 21.

Statement of Your Right to Union Representation (Weingarten Rights)

“I understand that this proceeding is for the purpose of investigating whether I may receive discipline. Therefore, I request that a union representative be present on my behalf before this proceeding continues. If you insist that the proceeding continue without allowing me union representation, I hereby protest your denial of rights guaranteed to me under federal labor law.”

Know Your Rights:

- Fair Treatment and Respect
- Family and Medical Leave
- Union Representation

**Learn more about your
rights:**

www.ufcw21.org

*Our mission: building a powerful Union that fights for economic,
political and social justice in our workplaces and in our communities.*

VISIT UFCW21.ORG:

SCHOLARSHIP INFO | BARGAINING UPDATES | STEWARD TRAININGS | HELPFUL MEMBER
RESOURCES | ACTIONS INFORMATION ON YOUR RIGHTS | AND MORE...

UFCW 21

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