

Collective Bargaining Agreement

between

SEIU 775

and

Evergreen Supported Living

Effective October 15, 2025 to October 15, 2027

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ARTICLE 1: RECOGNITION

This Agreement is between Evergreen Supported Living, located at 305 Flora Street, Bellingham, WA 98225 (hereafter referred to as the “Employer”) and SEIU 775 (hereafter referred to as the “Union”).

The Employer recognizes the Union as the sole and exclusive bargaining agent for all full-time, part-time, and on-call Direct Support Professionals (DSP) employed by the Employer; excluding all other employees, office clerical employees, managerial employees, and guards and supervisors as defined in the National Labor Relations Act.

SECTION 1.1: COVERAGE

Whenever the word "employee" appears in this Agreement, it shall refer only to those employees for whom the Union is, pursuant to Section 1.1 of this Agreement, recognized as the exclusive bargaining agent.

ARTICLE 2: DIGNITY, RESPECT, AND PROACTIVE LABOR RELATIONS

Both parties recognize that it is to their mutual advantage and for the protection of the clients to have an efficient and uninterrupted operation of the work sites. Accordingly, this Agreement establishes such harmonious and constructive relationships between the parties that such results will be possible. On behalf of the bargaining unit employees, the Union agrees to cooperate with the Employer to attain and maintain full efficiency and optimal client care.

The Employer and the Union agree that all employees, coordinators/managers, and Union Representatives will treat each other with dignity, respect, and courtesy. The preceding principles shall also apply while providing service to clients.

The Union and the Employer (including all coordinators/managers, supervisors, and employees) agree to the following:

- That ethical and fair treatment of one another is an integral part of providing high-quality client care.
- To treat one another, regardless of position or profession, with dignity and respect. To exhibit a personal, caring attitude toward each person and do so in ways that ensure courtesy, compassion, kindness, and honesty.
- The Union and the Employer shall be responsible for improving communications among all levels and shall be accountable for modeling and implementing the commitments of this section.

ARTICLE 3: NON-DISCRIMINATION AND NON-HARASSMENT

SECTION 3.1: DISCRIMINATION

The Employer and the Union agree that, in accordance with local, State and Federal laws, there shall be no discrimination or harassment against any employee/applicant on the basis of actual or perceived race, color, ethnicity, religion (including religious dress and grooming practices), creed, national origin, citizenship status, shared ancestry and ethnic characteristics, sex, sexual orientation, gender, gender identity, gender expression, genetic information, age (40 years and over in the employment context),

disability, medical condition (including cancer and genetic characteristics), pregnancy (including childbirth, breastfeeding, or related medical conditions), marital status, partnership status, employment status, income status, political belief or affiliation, domestic violence victim status, or military or veteran status, and any other class of individuals protected from discrimination under applicable state, federal or local law, regulation or ordinance with respect to the application of any provision of this Agreement, their employment with the Employer, or membership in the Union. The Employer and Union agree to follow all applicable laws concerning or prohibiting discrimination and harassment against employees.

SECTION 3.2: HARASSMENT

The Employer and the Union are committed to providing a work environment free from unlawful harassment. The Employer will not tolerate actions, words, jokes, or comments based on an individual's sex, race, ethnicity, age, religion, sexual orientation, gender identity, or any other legally protected characteristic.

The Employer will take all reasonable steps to protect any employee who, in good faith, reports work-related harassment from continuing harassment from any source and from retaliation because of having reported the harassment. The Employer will also take all reasonable steps to protect witnesses who cooperate in any investigation of alleged harassment from retaliation. If the investigation reveals that the complaint is substantiated, appropriate remedial steps will be taken in an effort to stop the harassment and prevent its recurrence.

By way of illustration only, examples of harassment could include but are not limited to:

- Epithets, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to any legally protected characteristic or activity;

- Written or graphic material displayed or circulated in the workplace that denigrates or shows hostility or aversion toward an individual or group because of any legally protected characteristic or activity;
- Intimidating, hostile, derogatory, disrespectful, or otherwise offensive conduct or remarks that are directed at a person or group because of any legally protected characteristic or activity;
- Knowingly and recklessly making a false complaint of harassment or discrimination, or providing knowingly false information regarding a complaint; Unwanted sexual advances;
- Offering an employment benefit (e.g., a raise, promotion, or career advancement) in exchange for sexual favors or threatening an employment detriment (e.g., termination or demotion) for an employee's failure to engage in sexual activity;
- Visual conduct includes leering, making sexual gestures, and displaying or posting sexually suggestive objects, pictures, cartoons, or posters;
- Verbal sexual advances, propositions, requests, or comments;
- Sending or posting sexually-related messages, videos or messages via text, instant messaging, or social media;
- Verbal abuse of a sexual nature, graphic verbal comments about an individual's body, sexually degrading words used to describe an individual, and suggestive or obscene letters, notes, or invitations;
- Physical conduct includes touching, groping, assault, or blocking movement.

SECTION 3.3: UNION NON-DISCRIMINATION

There shall be no discrimination by the Employer or the Union against any employee because of membership in or activity on behalf of the Union. Union Representatives shall not be transferred or reassigned to another area of work as a result of Union activities.

ARTICLE 4: MANAGEMENT RIGHTS

Subject to the laws and regulations the State of Washington and the National Labor Relations Act, Employer retains, solely and exclusively, all the rights, powers and authority exercised or possessed by it prior to the execution of this Agreement, except as expressly limited, delegated, or deleted by a provision of this Agreement.

Without limiting the generality of the foregoing, the rights, powers and authority retained solely and exclusively by the Employer and not abridged by this Agreement include, but are not limited to, the following:

1. To manage, direct and maintain the efficiency of its business and personnel.
2. To manage and control its departments, buildings, facilities, equipment and operations.
3. To create, change, combine, or abolish jobs in whole or in part.
4. To create and administer rules, policies and procedures. This includes the right to establish or revise attendance, work, substance abuse, drug and/or alcohol testing and safety rules and to establish or revise a disciplinary policy to address violations of these rules.
5. To subcontract or discontinue work for business, economic, or operational reasons.
6. To utilize personnel from temporary help agencies.
7. To direct the workforce.
8. To increase or decrease the work force.
9. To determine staffing patterns and levels and the number of employees needed.
10. To lay off employees.
11. To hire, transfer and promote employees.
12. To demote, suspend, discipline and discharge employees.
13. To maintain the discipline and efficiency of its employees.
14. To establish work standards and schedules of operations.
15. To specify or assign work requirements and overtime.
16. To assign work and decide which employees are qualified to perform such work.
17. To determine working hours, shift assignments, and days off.

18. To adopt rules of conduct, appearance and safety, and penalties for violations thereof.
19. To choose clients and determine the type and scope of work to be performed and for the services to be provided to clients.
20. To determine whether work will be assigned to bargaining unit employees or other employees.
21. To determine the methods, processes, means and places of providing service to clients.
22. To determine necessary training and choose where or when training on a particular task or job is required and the right to move or retrain employees.
23. To determine the quality of services.
24. To acquire and dispose of equipment.
25. To determine the places where work will be performed.
26. To hire temporary employees for designated periods of time.
27. To pay wages and benefits in excess of those required by this Agreement.
28. To effect technological changes in its equipment and operations.

The Employer's failure to exercise any right, prerogative, or function hereby reserved to it or the Employer's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Employer's right to exercise such right, prerogative, or function, or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

ARTICLE 5: UNION MEMBERSHIP AND REPORTING

SECTION 5.1: UNION MEMBERSHIP

Every worker covered by this Agreement, as a condition of employment, shall become and remain a member of the Union, paying the periodic dues uniformly required, or, alternatively, shall—as a condition of employment—pay a fee in the amount equal to the periodic dues uniformly required as a condition of

acquiring or retaining membership. Persons hired after this agreement becomes effective must meet this requirement within thirty (30) days of their hire date.

The Employer shall include a membership card in each new employee's new hire paperwork and collect the same, providing the original to the union before the conclusion of the new employee's probationary period and retaining a copy for the Employer's records. Employees who fail to comply with the requirements in this provision shall be discharged by the Employer within thirty (30) days after the receipt of written notice to the Employer from the Union unless the employee fulfills the membership obligation set forth in the Agreement within such thirty (30) day period.

SECTION 5.2: ELECTRONIC SIGNATURE

The Employer shall accept confirmations from the Union that the Union possesses electronic records of such membership or Committee on Political Education ("COPE") and give full force and effect to such authorizations as "written authorization" for purposes of this Agreement. In addition to electronic scanned copies of paper authorizations from the Union, the Employer shall accept copies of electronic signatures and give full force and effect to such authorizations as "written authorization" for purposes of this Agreement. Notifications of Dues, COPE, and/or other voluntary deduction updates will be sent via a weekly spreadsheet uploaded by the Union for the Employer's review on the secure platform used for exchanging information.

SECTION 5.3: REQUIRED DEDUCTIONS AND REPORTING

The Employer and the Union have a shared interest in keeping accurate and up-to-date records regarding union membership. The Employer shall regularly send/remit to the Union (1) Union Deductions, (2) COPE and other voluntary deductions, and (3) a Dues and Roster Report.

SECTION 5.3.1: TIMING OF DEDUCTIONS AND REPORTING

The Employer will send deductions and reporting to the Union on a per-pay-period schedule. At the time of ratification, the Employer pays employees twice per month. These deductions and reporting shall be no later than fourteen (14) days following the pay date for each pay period for which the deductions were made or for which the dues or roster report was generated.

SECTION 5.3.2: THE METHOD OF TRANSMISSION

Regarding any monetary dues or fees, the Employer shall transmit to the Union those dues and fees via ACH transfer in accordance with Section 5.3.1.

Regarding the Dues and Roster Report in Section 5.3.5, the Employer shall use a consistent naming convention for all roster and reporting files transmitted to the Union. The format shall be: "Employer-Location-ReportType-PayPeriodEndDate". For example, "EvergreenSupportedLiving--Bellingham-DuesReport-20240630". The Employer shall use consistent column heading text in all financial and roster reports for the fields listed in Section 5.3.5. Both the file naming conventions and column headings can be modified upon prior notification and mutual agreement of the Employer and the Union.

Following ratification, the Employer and the Union will meet to finalize any dues or roster transmission logistics. Exhibit X will serve as the agreed upon format effective following that meeting.

SECTION 5.3.3: DUES DEDUCTION AND REMITTANCE

Upon voluntary signed authorization by a worker and a statement from the Union of the dollar amounts due for each worker, the Employer agrees to deduct the Union dues fee from the pay of each member of the Union who executes such an authorization form. The amount to be deducted shall be in accordance with the Union's dues and fee structure.

SECTION 5.3.4: COPE AND OTHER VOLUNTARY DEDUCTIONS

Upon receipt of a written COPE or other voluntary authorization of the employee, the Employer agrees to deduct from the pay of each employee a voluntary amount designated by the employee. COPE and other voluntary contributions shall be remitted separately from Union dues in the same manner as described in Section 5.3.1 and Section 5.3.2.

SECTION 5.3.5: BARGAINING UNIT INFORMATION (DUES AND ROSTER REPORT)

The Employer shall collect and provide to the Union a list of all employees covered by this Agreement in accordance with the timeline established in Section 5.3.1. The Employer shall provide a single report that includes information regarding both dues deductions and roster information. This dues and roster report shall include the following:

- Employee number
- First name
- Middle name
- Last name
- Address
- Home phone number
- Mobile phone number
- Email address
- Social Security number
- Gender
- Pronouns
- Date of birth
- Spoken language
- Written language
- Hire date

- Termination date (if applicable)
- Rate of pay
- Pay period start date
- Pay period end date
- Pay date
- Hours worked per pay period
- Dues deduction amount
- Voluntary deduction amount
- Gross pay
- Work site name
- Job classification

The sum of the individual Union dues amounts in the Roster shall exactly match the amount of the dues payment(s) remitted to the Union. The sum of the voluntary deductions in the Roster shall exactly match the amount of the voluntary deduction payment(s) remitted to the Union.

SECTION 5.4: DATA MAINTENANCE

The Union will conduct periodic audits of data related to membership form reconciliation, financial deductions, and Bargaining Unit information. The Employer shall reconcile the audit within thirty (30) business days of receiving the audit from the Union.

SECTION 5.5: DATA SECURITY

In accordance with state and federal law, the Employer and Union shall utilize industry standards and procedures for the protection of sensitive and personally identifiable information of each of its employees. This includes names, addresses, telephone numbers, wireless telephone numbers, electronic mail addresses, social security numbers, and dates of birth of all employees covered by this Agreement. The

Employer agrees to notify the Union if a third party has requested release of any information about the entire bargaining unit, classification, or branch.

The Employer agrees that the following information is confidential, and shall not be released by the Employer or its agents to any third party, including any contractor or vendor, except as necessary to comply with the provisions of this agreement, for the provision of other employment benefits, or by a regulatory agency or court of competent jurisdiction as required by law: the names, addresses, telephone numbers, wireless telephone numbers, electronic mail addresses, social security numbers, and dates of birth of all employees covered by this agreement.

ARTICLE 6: UNION BUSINESS

SECTION 6.1: ADVOCATES

The Union shall have the right to select Advocates from among employees in the bargaining unit. The Union shall endeavor to have representation from each location and various shifts, , not to exceed more than (1) Advocate for every ten (10) bargaining unit employees, rounding up, plus one (1). The Union shall notify the Employer of the names of all Advocates. The Employer will recognize Advocates as Union agents for all purposes, upon the Union's written notification.

In the event of a permanent reduction in the workforce of the bargaining unit, the Union will reduce the number of Advocates to remain within the ratio and will notify the Employer of the names of the remaining Advocates and those who will cease to serve in this capacity. Only permanent increases or decreases in the

work force of the bargaining unit lasting greater than sixty (60) days will trigger an increase or decrease in the number of Advocates.

An Advocate shall be permitted time to attend a meeting with management concerning grievances or other matters related to contract interpretation or application. Upon completion of the meeting, an Advocate will report back to work. Unless otherwise agreed to by the Employer, other Union business shall be conducted only during non-working time and shall not interfere with the work of other employees.

SECTION 6.2: ADVOCATE PARTICIPATION

If a Union Advocate is asked to attend an investigatory interview, the Employer will pay the Union Advocate for time spent at the meeting. Prior to attending such meetings, the Advocate shall notify and receive permission from On-Call Management Staff to ensure client coverage for the duration of the meeting. The Employer will not unreasonably deny permission, unless a work operation requires the temporary postponement of the investigation and/or investigatory meetings.

SECTION 6.3: ADVOCATE TRAINING

When the Union schedules an Advocate Training, the Union shall provide at least six (6) weeks notice to the Employer and will schedule the Advocate Training at a date and time that maximizes the number of Advocates who are off-shift. If an Advocate needs to trade shifts with a coworker to attend the Advocate training, the Advocate will provide advance notice (no less than three (3) weeks), and the Employer shall not unreasonably deny any requests to trade shifts for this purpose, unless the date and time chosen by the Union creates a disruption to Employer operations and/or shift coverage.

SECTION 6.4: UNION BINDERS

The Union will be able to maintain a binder at each site for the purpose of sharing Union notices relating to meetings, dues, health and safety matters and general Union activities.

SECTION 6.5: NEW EMPLOYEE ORIENTATION

The Employer will provide a Union representative (Union staff or Advocate) with the times, dates and locations of new employee orientation, and the names of the unit employees who will attend each session.

The Employer will allow the Union to use the orientation space for their orientation of employees. If the Union representative cannot attend in-person, the Union representative and the Employer will work together so that the Union Representative can virtually facilitate the union orientation.

At some point during the orientation, the Union and the employer representative responsible for conducting the orientation will permit one (1) Union representative to use up to twenty (20)uninterrupted minutes during the orientation.

The Union will have the opportunity to:

- Introduce the Union to new employees.
- Summarize the Union's role as the employees' representative, and
- Explain the parties' collective bargaining relationship.
- The Union will also have the opportunity to answer questions during that time.

The Union will be solely responsible for creating, providing, and distributing any union-related materials to new employees, including any hard copies of this Agreement. For orientations where the Union representative is attending virtually, the Union shall provide in advance printed union-related materials to

the Employer so that the Employer can include these materials in the orientation materials. The Employer is not expected to speak to the union-related materials during the orientation, nor will the Employer incur costs related to printing Union orientation materials.

SECTION 6.6: UNION POSITION IN JOB POSTING

The Employer shall include in job postings for bargaining unit positions that it is a Union position.

ARTICLE 7: DEFINITIONS OF EMPLOYEES

Full-Time Employee: A full-time employee is an employee who is regularly scheduled or regularly works thirty (30) or more hours per week. Full-time employees are eligible for benefits as specified in this contract or as otherwise specified in the Employer's Employee Handbook.

Part-Time Employee: A part-time employee is an employee who is regularly scheduled to work or regularly works less than thirty (30) hours per week. Regular part-time employees are eligible for benefits as specified in this contract or as otherwise specified in the Employer's Employee Handbook.

Probationary Employees: All workers covered by this Agreement who are hired into a covered position on or after the effective date of this Agreement shall be subject to a probationary period of ninety (90) days.

During the 90-day probationary period, the Program Manager, or their designee, shall hold a formal check-in with the probationary employee about their performance at approximately the 30-day, 60-day, and 90-day marks. In these check-ins, the Program Manager, or their designee, shall provide general feedback to the probationary employee about their performance and shall communicate to the employee if there are

any specific aspects of their performance that the employee needs to improve to successfully complete their probationary period.

Additionally, the Employer in its sole discretion may elect to extend this probationary period for up to an additional ninety (90) days. Such extension must be presented to the worker and the Union in writing with instructions that clearly indicate how the employee must improve their performance in order to successfully complete their probationary period.

The Employer shall endeavor to use just cause when disciplining or terminating employees, but probationary employees do not have access to the Grievance and Arbitration procedure when disciplined or terminated on the basis of their performance. The Employer must still comply with local, state, and federal employment laws and regulations, including that probationary employees who engage in protected concerted activity cannot be disciplined or retaliated against for participating in that protected concerted activity.

Temporary Employee: A temporary employee is one who is hired to work for a limited period, and the use of temporary employees shall abide by Article 9: Temporary Employees.

ARTICLE 8: SENIORITY

SECTION 8.1: DEFINITION

Seniority shall be defined as the worker's length of continuous service with the Employer in a bargaining unit position unit commencing with the date on which the employee first began work in a bargaining unit position.

SECTION 8.2: ACCRUAL AND FORFEITURE OF SENIORITY

Seniority shall continue to accrue when an employee is on leave, including during the following periods:

- Time lost by reason of accident, bona fide illness, or other protected leave not to exceed twelve (12) calendar months.
- Time spent on layoff status not to exceed twelve (12) calendar months.
- Time spent on jury duty, witness service, military duty, domestic violence leave, or bereavement leave.

Seniority shall be forfeited for the following reasons:

- Resignation or voluntary quit
- Retirement
- Separation for cause
- Absence by reason of layoff for a period of twelve (12) calendar months or more

SECTION 8.3: RETENTION OF SENIORITY

If an Employee returns to the Employer within twelve (12) months of leaving, they will retain the seniority they had accrued prior to their departure. Seniority will not accrue for any period of time they were not working for Evergreen Supported Living.

ARTICLE 9: TEMPORARY WORKERS

The Employer recognizes that subcontracting work is to be avoided and used as a last resort to address staffing shortages. However, the parties understand and agree that for the Employer to satisfy the demands of its clients and to successfully operate the organization, it may be necessary for the Employer to

use temporary workers. The Employer will not use temporary workers, nor subcontract with an outside agency to have that agency's workers perform, work which is typically performed by bargaining unit employees if it will cause (1) a permanent reduction in the size of the bargaining unit or (2) a permanent reduction in a bargaining unit employees' regular hours (for example, if the temporary worker is employee to cover an employee who is on leave).

Nothing in this Article shall prohibit or otherwise limit the Employer's use of non-unit personnel, including supervisors or managers, to perform work typically assigned to bargaining unit employees to address discrete staffing shortages.

ARTICLE 10: CONTINUITY OF OPERATIONS

During the term of this Agreement, neither the Union nor its members, agents, representatives, employees or persons acting in concert with them shall incite, encourage, or participate in any work stoppage, including a strike, sympathy strike, walkout, slowdown, or picketing.

In the event of any work stoppage, including a strike, sympathy strike, walkout, slowdown, or picketing or threat(s) thereof, the Union and its officers will do everything within their power to end or avert such action.

Any employee participating in any strike, sympathy strike, walkout, slowdown or work stoppage shall be subject to immediate dismissal. No lockouts shall be entered upon by the Employer for the term of this Agreement.

ARTICLE 11: TRAINING AND ONBOARDING

SECTION 11.1 OFFICE ONBOARDING AND DSHS RESIDENTIAL SERVICES CURRICULUM

All new employees will receive 75 hours of orientation and training. This onboarding and training will cover the following topics:

- Employer policies and procedures
- DSHS 5 Hour Health and Safety Orientation or state equivalent (unless previously completed).
- DSHS Residential Services Curriculum “40 Hour Core” or state equivalent (unless previously completed).
- Adult CPR, First Aid, and Bloodborne Pathogens Training
- Mandatory online training (e.g., Therap, Paylocity, Outstanding Continuing Education, etc.)
- N95 Filtering Facepiece Training and Fitting
- Washington State Food Handlers Training
- Active Support
- Nurse Delegation or state equivalent (unless previously completed) if providing delegated tasks
- DSHS Mandatory Reporter and Abuse, Neglect, and Exploitation Prevention Training, or state equivalent.
- NAR Application (unless previously obtained) if providing nurse delegated tasks
- Other training as determined by the Employer

SECTION 11.2: 30 HOURS OF POPULATION SPECIFIC TRAINING

Following the conclusion of office onboarding, orientation, and training, there will be an additional 30 hours of documented Population Specific Training provided by the Program Manager, Quality Assurance and Training Manager, or designee within the first 120 days of hire (the initial shadowing period detailed

below will count towards the 30 hours), including supervised, experiential learning with an experienced employee or employees familiar with clients and site procedures (i.e. “shadowing”), and employees will also be given adequate time during the beginning of this period to read through any client-specific materials.

During Population Specific Training: Program Manager check-ins will occur after week 1 and, if needed, week 2 to evaluate trainee progress, and again at 30, 60 and 90 days of employment. If there are other employees who played a significant role in the on-site training of the new employee, they may be included in these check-ins at the discretion of the Program Manager. Site- and/or client-specific training checklists must be completed and approved by the Program Manager, Quality Assurance and Training Manager, or designee, and signed off by the Employee at the conclusion of the training period..

Initial Shadowing and Documentation Review Period: The Employer must provide “sufficient time,” as defined below, for the employees to review the following documents and shadow existing personnel prior to working alone with a new client for the first time:

- Client Training Book
- Person-Centered Support Plan
- Functional Assessment and Positive Behavior Support Plan, as applicable
- Medication Administration Record
- Additional client protocols (e.g. BM, seizure, aspiration), Medical Device Plans, etc.

Experienced employees who new employees are shadowing shall be notified by Scomm about the Shadowing Period during the new employee’s office orientation. This information will also be available on the weekly schedule.

Sufficient Training Periods for New and Existing Employees Who Are Being Trained at a New Site::

- New Employees: 4 days (or 3 days if overnight), which may be extended for an additional day upon mutual agreement of the Employer and Employee if objectively necessary, upon request from the new employee or Employer determination of need.
- Existing Employees Being Trained at a New Site: 3 days (or 2 days overnight), which may be extended for an additional day upon mutual agreement of the Employer and Employee if objectively necessary, upon request from the employee or Employer determination of need.

Concluding Population Specific Training: If the Program Manager, Quality Assurance and Training Manager, or designee and Employee agree, they may conclude the Population Specific Training at 90 days. To conclude their 90-day training period, all trainees must (1) complete all training checklists, (2) participate in the check-in review(s) with the Program Manager, Quality Assurance and Training Manager, or designee to confirm readiness, and (3) sign off that they have completed the Population Specific Training. If necessary, the Population Specific Training may be extended an additional 30 days but may not exceed 120 days from the Employee's hire date per WAC. At the conclusion of the population specific training, the Quality Assurance and Training Manager or designee will issue a DSHS 75 Hour Certificate.

SECTION 11.3: SITE ONBOARDING TIME FOR EXISTING EMPLOYEES TEMPORARILY REASSIGNED

From time to time, the Employer may need to reassign employees temporarily to a new site that they have not been trained at to meet staffing needs. In these instances, upon the employee's request, the employees who are reassigned temporarily will be granted up to two hours at the beginning of their new assigned shift in order to (1) meet with the site's Program Manager or designee (via in-person or phone call depending on the Program Manager's or designee's availability) and/or (2) read through client materials and/or Therap.

ARTICLE 12: OPEN SHIFTS, MANDATORY OVERTIME, AND SCHEDULING

SECTION 12.1: POSTING OF OPEN SHIFTS

The Employer shall post open shifts via the Paylocity app, which will notify all eligible employees that the shift is open. The Employer shall fill open shifts with volunteers prior to mandating employees. When open shifts are known more than seven (7) days in advance, they shall be posted on Paylocity in the open shifts section and labeled with the shift time and site that specifically needs coverage in order for volunteers to sign up for a specific site and shift ("The Open Shift"). Specific sites and shifts may need to be adjusted based on whether the volunteer is trained or has the necessary credentials for a specific site to ensure appropriate coverage. The Scheduling Coordinator shall send out a weekly message with the list of still open shifts that staff coverage is needed for.

Employees shall have the opportunity to request these shifts for overtime or agree to change the assigned schedule, subject to agency approval based on agency seniority, staff training levels, and credential statuses. If an employee is interested in volunteering for The Open Shift, they shall submit the request via Paylocity. Requests to cover The Open Shift shall be granted on a first-come, first-served basis. If an employee is unable to work the specific shift and site in The Open Shift, but they are willing to work an alternate shift or site that they are trained for in order to help find someone else to work The Open Shift, they may message via S-Comm with that information, however accepting such alterations to the site or shift for The Open Shift is at the Employer's discretion.

SECTION 12.2: ASSIGNMENT OF SHIFTS WITH LESS THAN SEVEN (7) DAYS' NOTICE, OR IF NOT COVERED VOLUNTARILY:

Pursuant to Article 4 ("Management Rights"), the Employer reserves the right to assign overtime and adjust schedules to meet client and agency needs.

If the Employer identifies any shift(s) will be open less than seven (7) days prior to the shift at issue, they may assign employees to these shifts on a seniority-determined rotation, starting with the least senior employees, subject to clients' and the agency's needs, staff training levels, and credential statuses.

Mandatory overtime may be required in either of the circumstances noted above if no employee(s) volunteers to cover any open shift(s).

SECTION 12.3: MANDATORY OVERTIME

The Employer acknowledges the importance of minimizing mandatory overtime. While every effort shall be made to avoid mandatory overtime, the parties agree that it may be necessary from time to time.

The Employer commits to using mandatory overtime only when absolutely necessary and shall explore all other options before requiring it. The Employer shall give as much advance notice as possible about a mandatory overtime assignment.

SECTION 12.4: PLATFORM FOR POSTING OPEN SHIFTS

Should Paylocity be replaced in the future, a similar platform will be used to ensure the continued posting of open shifts and adherence to this policy.

SECTION 12.5: SCHEDULE PATTERN

The Employer will make every effort to ensure that scheduled workweeks are consistent, and employees receive at least two (2) consecutive days off in a row. However, there may be times that employees will be required to work any combination of hours and days to meet client needs.

Full-time employees (employees working thirty (30) hours or more per week) will typically be assigned to eight (8) or ten (10) hour shifts.

Shifts for part-time employees (employees working fewer than thirty (30) hours per week) may vary in terms of length and frequency, depending on client needs.

To ensure care remains individualized and client-centered, there may be times when the Employer may modify schedules to meet operational and client needs.

Occasionally, to ensure client coverage, employees may be asked to stay beyond their scheduled shift.

Conversely, employees' shifts may be shortened to reflect, for example, a client's hospitalization.

Schedules will be completed no later than Friday of the week prior. Employees will be notified promptly whenever a schedule change is necessary.

SECTION 12.6: NOTICE REQUIRED FOR SITE/SHIFT CHANGE

Subject to Employer and client needs, the Employer may, from time to time, need to reassign employees temporarily and shall inform employees that this is temporary. However, for permanent or long-term reassignments, unless a shorter period is mutually agreed upon by the employee, the Employer shall, when possible, provide the employee with written notice at least seven (7) days in advance of any permanent or long-term change to their schedule.

If the affected employee notifies the Employer that they have pre-existing educational or childcare commitments that would be impacted by the change and/or preclude them from accepting the change, the Employer will make a reasonable attempt to allow the employee reasonable time to adjust those commitments, including asking more senior employees to accept alternate schedules.

Should no other adjustments be possible, the Employer may reduce the affected employee's schedule allowing the use of PTO, sick leave (if applicable) or unpaid time for affected shifts for no more than twenty-one (21) calendar days. PTO or sick leave (if applicable) must be used prior to unpaid time off. In these circumstances, the six (6) weeks' notice period for PTO requests will be waived.

As a last resort, it may be necessary for the Employer to temporarily layoff the employee should no other options be available to ensure the appropriate coverage for client care or PTO is exhausted and unpaid leave would exceed five (5) days. The Employer may request verification of the educational or child care commitments. For the purposes of this provision, a permanent or long-term reassignment is defined as any reassignment that does not have a predetermined end date and/or is expected to last more than one month.

In addition, the Employer shall notify employees as early as possible if there are potential and foreseeable schedule changes due to changes in client needs, census levels, or other operational factors.

The Employer shall maintain a scheduling preferences document for all employees, indicating their preferred shift times and/or work sites. Employees may update their preferences at any time by messaging Human Resources. The Employer shall consider these preferences in the reassignment and scheduling process whenever possible prior to making final staffing decisions or implementing permanent or long-term changes.

Lastly, if an employee assigned to a specific shift schedule (“Assignment A”) is reassigned to another shift schedule (“Assignment B”) on a potentially permanent or long-term basis, the Employer shall first confirm whether the employee wishes to remain in Assignment A or be permanently reassigned to Assignment B. If the employee chooses to stay in Assignment A, they will retain their position, and the resulting vacancy will be for Assignment B. If the employee accepts a permanent reassignment to Assignment B, the resulting vacancy will be for Assignment A.

ARTICLE 13: WAGES

SECTION ##.1: WAGE SCALE PLACEMENT

Current Employees: Upon ratification, employees shall be placed on the wage scale based on their present DSP classification. No employee shall suffer any loss of pay as a result of the implementation of this Collective Bargaining Agreement.

New Employees: Employees will be placed on the wage scale based on the amount of relevant years of experience they possess. Employees will be given one year of credit on the wage scale for every two years of relevant experience, such as paid caregiving, long-term care services, or DSP with an active NAR, HCA, CNA or equivalent.

SECTION 13.2: ANNIVERSARY INCREASES

Employees shall receive the anniversary increase to the next step on the wage scale in Section 13.5: Wage Scale on the first day of the pay period following their anniversary date.

SECTION 13.3: LEGISLATIVE RATE INCREASES

In the event of the Washington State Legislature authorizes and funds any rate increase(s), the Employer will notify the Union of the rate increase(s) and, at the Union's request, meet with the Union to discuss whether and, if so, how any rate increase(s) might impact employees' compensation.

SECTION 13.4: EMPLOYER-INITIATED INCREASES

Nothing in this Agreement shall prohibit the Employer from increasing employees' compensation, provided that (unless the Union and Employer mutually agree otherwise) (1) such increases shall be applied uniformly across the entire bargaining unit as equal percentage increases, (2) such increases shall not be implemented within six (6) months prior to the expiration of this Agreement, and (3) such increases shall not transpire during Section ##.3 discussions.

SECTION 13.5: WAGE SCALE

The wage scale below shall be effective October 1, 2025. This represents a 3% increase to current wages.

	DSP 1	DSP 2	DSP 3	DSP 4	DSP 5	DSP 6	DSP 7
Regular Rate	\$21.75	\$22.41	\$23.09	\$23.78	\$24.49	\$25.23	\$ 25.98

SECTION 13.6: WORKWEEK AND OVERTIME

The regular hours of work shall not exceed forty (40) hours in any week. Workweek is from 12:00 a.m. Sunday to 11:59 p.m. Saturday. Overtime shall be paid at the rate of one and one-half (1-½) times the regular rate of pay for all time worked more than forty (40) hours each workweek. Differentials shall not

apply to overtime or holiday hours worked. Overtime must be approved in advance (unless in the case of an emergent client situation where employees should still contact on-call as soon as possible). Employees shall be granted a two (2) minute grace period for all clock-ins and clock-outs. Such grace period shall not be grounds for discipline and shall not require overtime approval, provided that use of the grace period does not amount to a repeated or intentional pattern. A repeated or intentional pattern will be subject to discipline.

SECTION 13.7: MEAL AND REST PERIODS

Employees shall be paid for rest breaks. Meal periods will be paid if the employee remains on-site to perform their normal duties. Employees who leave the site for their meal period will not be paid for any time spent off-site. Off-site includes being outside of the client home, such as in the employee's car or yard. The Employer shall comply with state and federal law regarding earned rest breaks for hours worked.

SECTION 13.8: BONUSES AND DIFFERENTIALS

Employees shall be eligible for all wage differentials provided in this Article for which they qualify.

ISS Bonuses: In the event of a surplus of ISS funds, the Employer shall disburse the excess funds in the form of a bonus by no later than the second pay period in January. Bonuses are dependent on whether there is a surplus of ISS funds, and therefore are not guaranteed. Bonuses will be calculated as a proportion of the total number of ISS hours worked (per calendar year) divided by the total number of ISS hours in the period and multiplied by the surplus of ISS funds.

Overnight Differential: All employees assigned to overnight shifts shall receive a wage differential of \$1.00 per hour for all hours worked between 10:00 pm and 8:00 am.

SECTION 13.9: WAGE OR STAFF REDUCTION

In the event of a substantial contract change or demonstrable financial hardship that may necessitate a wage decrease or permanent staff reduction, the Employer shall provide the Union with as much notice as is reasonably possible.. The Agency shall make every effort to prevent wage decreases or staff reductions, including cost-saving measures and operational efficiencies. The Employer must engage in good-faith bargaining with the Union to explore all alternatives before implementing any wage reductions or permanent staff reductions. Any necessary reductions shall be implemented in an equitable manner, with priority given to minimizing impact on employees through measures such as voluntary reductions, attrition, or other negotiated solutions.

ARTICLE 14: EMPLOYEE BENEFITS

SECTION 14.1: HEALTHCARE BENEFITS

Effective the first day of the month following 60 days of the employee's start date, all employees regularly scheduled to work 30 or more hours per week are eligible to enroll in the Employer's group insurance plan, which includes medical, dental, and vision benefits.

SECTION 14.1.1: EMPLOYER PREMIUM CONTRIBUTIONS

- Medical, Vision, and Dental:
 - For employee-only plans:
 - Medical Plans: The Employer will cover 80% of the monthly premium costs.
 - Vision, Dental, and Life Insurance Plans: The Employer will cover 100% of the monthly premium costs.

- For dependent-level medical, vision, and dental plans: The Employer will contribute a fixed dollar amount equal to the contribution for the corresponding employee-only plan.
- Long-Term Disability and Life Insurance Plans: The Employer will cover 100% of monthly premium costs.

For dependent-level Vision, Dental, and Life Insurance Plans: The employee will pay 100% of the premium for the remaining dependent coverage for these plans. Employees are responsible for any remaining premium costs, which may be deducted from their wages on a pre-tax basis.

Examples:

- The 2024 Medical/RX 200 employee-only plan costs \$944.97/month. With an 80% Employer contribution, the Employer pays \$755.98/month. Thus, for dependent-level plans under the same plan option, the Employer will contribute \$755.98/month.
- The 2024 Vision employee-only plan costs \$11.69/month. With a 100% Employer contribution, the Employer pays \$11.69/month. Thus, for dependent-level plans under the same plan option, the Employer will contribute \$11.69/month.

SECTION 14.1.2: NON-PREMIUM COST INCREASES:

If the Employer considers changes to the core plan design in a manner that would increase the cost of employee's portion of healthcare insurance premiums, they must notify and discuss with the Union before implementing such changes.

SECTION 14.2: OTHER BENEFITS

The current 401(k), Life Insurance, and Disability Insurance plans in place at the time of ratification of this agreement shall continue. Any modifications to these benefits that result in less coverage or increased employee costs must be discussed with the Union.

ARTICLE 15: PAID TIME OFF AND PAID SICK LEAVE

Bargaining Unit Employees shall be entitled to paid time off each year. The Employer combines paid “Vacation,” “Personal”, and “Holiday” time into one bank of time that bargaining unit employees can use at their discretion. Uses include, but not are limited to, vacation, holidays, and personal time or illness not covered by the Paid Sick Leave benefit.

SECTION 15.1: ELIGIBILITY AND USE

- PTO will begin accruing upon hire.
- Employees may not take PTO during the first ninety (90) days of employment.
- Generally, employees may not take PTO until they have earned or accrued enough time for the request. The Employer may grant exceptions, but are not required to, to this practice when an employee provides sufficient advance notice and is expected to accrue enough PTO for the request.

SECTION 15.2: PTO ACCRUAL RATES

Length of Employment	PTO Accrual Rate (PTO hours per hour worked)	Approximate Hours Accrued Per Year If Working Full-Time	Carryover Hours
0-4.99 Years	0.03861	80 hours per year	80 hours
5-8.99 Years	0.05778	120 hours per year	80 hours
9+ Years	0.07694	160 hours per year	80 hours

SECTION 15.3: PTO REQUESTS

PTO requests shall be submitted via Paylocity. PTO requests shall be granted in the order they're received.

If multiple employees submit PTO requests on the same day, the more senior employee's request shall take precedence.

If a PTO request is foreseeable, planned, and exceeds three (3) days, the employee shall submit the request at least six (6) weeks prior to the planned use of PTO; if the PTO request is foreseeable, planned, and is three (3) days or less, the employee shall submit the request at least three (3) weeks in advance. PTO requests given with this advance notice will not be unreasonably denied, but client care and coverage take priority. PTO requests that are unforeseeable (i.e. for sick purposes if sick leave has been exhausted or for extending bereavement leave) should be submitted with as much advance notice as possible and also will not be unreasonably denied.

SECTION 15.4: PTO CASH OUT

At the end of the calendar year, employees will be cashed out of any PTO they have accrued in excess of the 80 hour carryover limit for 100% of its value.

SECTION 15.5: PTO CASH OUT UPON SEPARATION OF EMPLOYMENT

Upon voluntary or involuntary separation of employment, accrued and unused PTO will be paid out to employees according to the following terms.

- **Resignation with Proper Notice:** Employees who provide proper notice will receive payment for all accrued, unused PTO at 100% of its value. For the purposes of this Agreement, "proper notice" is defined as ten (10) working days (or eight (8) working days for overnight staff), equivalent to two (2) weeks. Once an employee submits a notice of resignation, they may not take time off during the notice period, except for authorized uses of their paid sick leave (the Employer may be entitled to ask for sick verification if compliant with WA Paid Sick and Safe Leave Law). Time off during the

notice period for sick leave purposes will count towards the ten (10) working days (or eight (8) working days for overnight staff) of notice. **Resignation Without Proper Notice or Termination for Cause:** Employees who resign without proper notice or are terminated for cause will forfeit any payment for accrued, unused PTO. If an employee in good-standing intends to voluntarily resign, but their intended resignation date does not constitute sufficient notice, the Employer is encouraged to make a good faith effort, when possible, to advise the employee as such and provide an opportunity for the employee to change their intended resignation date.

SECTION 15.6: PAID SICK LEAVE

Eligibility: All employees are eligible for Paid Sick Leave. Employees begin accruing sick leave upon hire and may begin using sick leave after ninety (90) days following hire.

Paid Sick Leave Accrual Rates and Initial Allotments: Employees accrue 1 hour of PSL for every 40 hours worked (approximately 6.5 days of leave for full-time employees).

Rollover: A maximum of forty (40) hours of unused sick leave will be carried over each calendar year.

Sick Leave Conditions:

Employees and the Employer must comply with Paid Sick and Safe Leave Law in the use and implementation of paid sick leave. Additionally:

- If the absence is foreseeable, the employee must enter a sick leave request into Paylocity as early as possible.
- Under law, the Employer may ask for verification for sick leave purposes, but the employee is not obligated to provide it unless the sick leave absence exceeds three (3) days or longer. For sick leave absences that exceed three (3) days or longer, the Employer may require documentation to verify the need for sick leave and/or authorizing the employee to return to work.
- Employees cannot face discipline for absences covered by lawful use of paid sick leave.

Sick Leave Uses:

- Sick leave can be used if an employee or their family member (as defined by the paid sick leave law) experience mental or physical illness, injury, or health condition or if they need a medical diagnosis or preventative medical care.
- To attend the birth/adoption of the employees child(ren)
- The temporary use of a prescription drug that impairs job performance or safety
- Medical, or dental appointments of the employee, partner, or dependent, when such appointments cannot reasonably be scheduled during off duty hours

Cash-Out and Separation of Employment: Paid sick leave balances are not eligible to be cashed out, nor are they paid when employment ends. If an employee returns to Evergreen Supported Living within 12 months of their separation, they shall retain their accrual balance prior to their separation.

ARTICLE 16: HOLIDAYS

SECTION 16.1: LIST OF HOLIDAYS

Evergreen Supported Living Supported Living recognizes the below list as paid holidays. Evergreen Supported Living typically observes holidays on the same day as the State of Washington/Federal Government. If a holiday falls on a Sunday, it will be observed on the following Monday. If the holiday falls on a Saturday, Evergreen will observe the holiday the Friday before.

- New Year's Day (January 1st)
- Martin Luther King Jr. Day (third Monday of January)
- Presidents' Day (third Monday in February)
- Evergreen Day (second Monday of April)

- Memorial Day (Last Monday in May)
- Juneteenth National Independence Day (June 19th)
- Independence Day (July 4th)
- Labor Day (First Monday in September)
- Indigenous People Day (Second Monday in October)
- Veterans Day (November 11th)
- Thanksgiving Day (Fourth Thursday in November)
- Christmas Eve (December 24th)
- Christmas Day (December 25th)
- New Year's Eve (December 31st)
- One (1) Floating Holiday

SECTION 16.2: HOLIDAY-RELATED PROVISIONS:

The following conditions apply to holiday hours worked and holiday pay:

- **Holiday Pay:** Employees shall be paid 1.5x pay for any hours worked on a holiday. Holiday pay may not be credited toward statutory overtime compensation due for subsequent shifts that week; any overtime earned during the week of a holiday will be 1.5x the regular rate of pay.
- **Scheduled to Work:** If a holiday falls on a bargaining unit employee is scheduled to work, they will be expected to work as scheduled.
- **PTO on Holidays:** Bargaining Unit Employees on paid leave (PTO) during a holiday will receive their normal rate of pay, not holiday pay.
- **Mandatory Holiday Coverage:** All bargaining unit employees will be required to work at least one of the following: Thanksgiving, Christmas, and/or New Years. Exceptions will only be granted if the employee wishing to take the day off can find another employee who is not normally scheduled to work the day on which the holiday falls upon to cover the shift, and does not create overtime, or present an undue hardship to the agency.

ARTICLE 17: OTHER LEAVES OF ABSENCE

All leaves of absence must be requested by an employee via the Employer's system for managing leave requests as far in advance as possible stating the reason for the leave and the amount requested. If an Employer believes or knows a Leave of Absence for an employee would be appropriate, the Employer will provide information and resources to the employee who may qualify for leave.

SECTION 17.1: LEAVES OF ABSENCE UNDER LAW

The Employer shall abide by the laws and regulations laid out in state law (including, but not limited to, Paid Family & Medical Leave, military-related leave, and Domestic Violence Leave) and federal law (including, but not limited to, the Family and Medical Leave Act if and when the Employer meets the legal requirements for employer size). The Employer and the Union both acknowledge that state and federal leave regulations are often complex benefits for employees to navigate and that the application of these benefits will vary from employee to employee. Accordingly, (1) the Employee will communicate to the Employer about their needs and situation so that the Employer may support them in obtaining their entitled-to benefits, and (2) the Employer shall support employees in accessing the benefits and protections they are entitled to under law, including leave time, benefit continuity, job security, and other benefit eligibility.

SECTION 17.2: OTHER LEAVES OF ABSENCE

Bereavement Leave: Employees may take up to three days of paid bereavement leave upon the death of a member of their family. “Immediate family members” are defined as an employee’s spouse, domestic partner, parents, stepparents, siblings, children, stepchildren, grandparent, parent-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, aunt, uncle, cousin, niece, nephew, or grandchild. Employees may request to extend the length of their bereavement leave using Paid Time Off, subject to Employer and client need. The Employer may require verification for the use of Bereavement Leave.

Jury Duty Leave: Evergreen Supported Living supports employees in their civic duty to serve on a jury. Employees must present any summons to jury duty to their supervisor as soon as possible after receiving the notice to allow advance planning for an employee’s potential absence. If an employee is summoned for jury duty, the Employer will provide reasonable assistance in obtaining necessary documentation to support a request for hardship deferment or excusal. This may include verification of work schedules, proof of employment, or other relevant information demonstrating undue hardship to the employee or facility operations.

ARTICLE 18: BARGAINING UNIT JOB VACANCIES

A vacancy is defined to mean any full-time or part-time job openings for bargaining unit positions, which the Employer determines to fill. When a vacancy in a bargaining unit job occurs, the following principles shall apply:

- **Electronic Dissemination of Vacancy Posting:** When there is a vacancy, the Employer shall make a vacancy posting that includes at least the job description, the shift, job site(s), and pay ranges. The vacancy posting may be disseminated publicly but also shall be disseminated electronically directly

to bargaining unit employees on Paylocity.

- **Preferencing Bargaining Unit Applications:** Bargaining Unit Employees shall have seven (7) days to submit an application in order to be considered for the vacancy. The vacancy will first be offered to qualified bargaining unit applicants received in that initial seven (7) day period. The most qualified bargaining unit applicant as determined, in the Employer's discretion, by the selection process will be offered the position. Qualifications being equal, as determined by the Employer, the employee with the most site-specific (location) seniority, and then in order of Agency seniority (based on date of hire) see Article 8: Seniority) shall be offered the position. The Employer shall proceed through the list of qualified applicants in order of seniority until the position is filled.
- If no bargaining unit applicant is qualified, no bargaining unit applicant accepts the offered position, or there are no bargaining unit applicants, then the Employer may fill the position as the Employer deems appropriate. This includes filling the position from outside of the bargaining unit.
- Nothing in this Article shall in anyway prohibit or otherwise limit the Employer's ability to temporarily fill the vacancy to address emergent circumstances unless and until the vacancy has been filled on a permanent basis.

ARTICLE 19: PERSONNEL AND PAYROLL FILES

An employee shall have access to their personnel and financial records. The Union shall have access to employee personnel and financial records, including for discharged employees.

Upon request, the Employer will make payroll records available to the employee and Union within ten (10) business days. The employee must be allowed to inspect, review, transcribe, or photocopy the records at their usual place of employment or a mutually agreed location.

Employees and former employees have a right to access their own personnel files at least once a year.

Employers must allow access to any or all of an employee's records within ten (10) business days at the

employee's usual place of employment, or a mutually agreed upon location. Employees under criminal investigation do not have the right to access their personnel record.

The Employer will respond to Union requests for employees' personnel records within ten (10) business days.

ARTICLE 20: ANNUAL PERFORMANCE EVALUATIONS

The Employer shall conduct a formal performance evaluation annually, to be initiated by the employee's Program Manager, on or near the employee's anniversary date of hire, but no more than thirty (30) days following the anniversary date of hire.

These annual performance evaluations include a performance appraisal, goals, and discussion between the employee, and their supervisor about job performance, goals, and expectations for the coming year.

Performance reviews and goals are documented in the performance management section in Paylocity, and employees shall have access to the performance review. Employees, supervisors, and leadership can provide feedback on the performance review, create goals, and journal events like employee one on one (1:1) meetings.

Any feedback or conversation that occurs at a formal performance evaluation conversation shall not constitute discipline, unless it abides by the provisions in Article 21: Discipline and Separation of Employment.

The Employer shall share the template rubric used for the annual performance evaluation with new employees during their orientation.

ARTICLE 21: DISCIPLINE

SECTION 21.1: JUST CAUSE AND PROGRESSIVE DISCIPLINE

The Employer shall have the right to discipline and/or to discharge non-probationary employees for Just Cause. Just Cause shall be defined as a holistic assessment that includes the following concepts:

1. The employee had adequate forewarning,
2. The rule is reasonable,
3. A thorough investigation,
4. A fair and objective investigation process,
5. Substantial proof of the offense,
6. A consistent application of rules, and
7. The Employer has applied the appropriate level of discipline relative to the offense. .

Progressive Discipline includes:

- Documented written warning
- Performance improvement plan
- Suspension
- Termination/dismissal of employment

The impact to bargaining employees as the result of any material, significant, and substantial changes to the progressive disciplinary scale must be bargained with the Union.

Communications between supervisors and employees about disciplinary matters shall be respectful.

The Employer may in its sole discretion, and for just cause, bypass or repeat any one or all of the steps of progressive discipline. Progressive discipline for attendance will be done separately from other progressive discipline.

The Employer may, as part of the disciplinary process, make a discretionary or mandatory EAP referral. Participation in the EAP, whether discretionary or mandatory, shall remain confidential in accordance with applicable laws. Refusal to participate in a mandatory EAP referral may be grounds for discipline, up to and including termination of employment.

If it does not have employee consent to access the employee's medical records, the Employer may only confirm an employee's attendance or completion of the EAP program. The EAP may, at its discretion, share information regarding the employee's status or other information regarding the employee's fitness for duty. Receipt of such information shall not be considered a violation of this article. When the Employer makes a mandatory EAP referral, it shall notify the Union within seven (7) calendar days of the referral.

SECTION 21.2: INVESTIGATION OF ALLEGED MISCONDUCT

The Employer shall meet with the employee accused of misconduct to investigate and gather facts regarding the underlying incident(s). If an employee refuses to comply with any Employer request to attend or otherwise participate in an investigatory meeting, they waive their right to present evidence or argument in their defense. An employee's refusal to attend or participate in an investigatory meeting shall in no way delay or pause the Employer's investigation.

Investigations should be commenced within a reasonable period upon discovery of the underlying incident and should be concluded within a reasonable time upon being commenced.

Prior to meeting, the Employer shall (1) notify the employee of their intent to conduct an investigatory meeting for a pending disciplinary action, (2) upon their request permit the employee to have Union representation at the meeting; (3) shall, when reasonable and/or when doing so would not compromise the integrity of the investigation, state the general subject of the investigation and/or discipline. The

parties will use the arbitrary and capricious standard for evaluating the Employer's determination whether it is reasonable to disclose information during the course of the investigation. The employee will be given reasonable advance notice of the meeting so the employee may obtain union representation.

If, during an investigatory meeting (or upon being notified of the impending investigatory meeting) the employee who is the subject of the investigation requests the presence of a Union representative (including Union staff or advocate), the Employer will make a reasonable attempt to reschedule the meeting when the Union representative is available to meet. The Employee may request that a particular Union representative attend the investigatory meeting, but the preferred Union representative's relative availability shall not unreasonably delay the investigatory meeting. The employee and the Union representative shall meet as soon as possible with the Employer. Prior to the investigatory meeting the employee may request to be represented by a second Union representative if the preferred representative cannot attend within a reasonable period of time. In the event neither the employee's first or second choice is available, any Union representative may be called to attend the meeting.

The Employer will comply with all legal requirements to provide the Union with relevant requested information. The Employer shall endeavor, when reasonable and/or when doing so would not compromise the integrity of the investigation, to give the Union any relevant requested information prior to the investigatory meeting, so long as the Union provided reasonable notice in advance of the meeting. The parties will use the arbitrary and capricious standard for evaluating the Employer's determination whether it is reasonable to disclose information during the course of the investigation.

SECTION 21.3: NOTICE OF FORMAL DISCIPLINARY ACTION

In the case of any written reprimand, the Employer shall provide the employee a copy of the disciplinary action stating the reasons for the discipline and the disciplinary step that the employee is receiving. The Employer shall provide the Employee this copy by the later of (A) within fourteen (14) calendar days after discovery of the offense, or (B) if an investigation is needed, within fourteen (14) calendar days from the completion of the Employer's investigation. The document shall include a line for the signature of the employee and the immediate supervisor or manager responsible for the decision to issue discipline, including the following notice: "Signing this document indicates that you have received a copy of the document but does not indicate that you agree or disagree with its contents. You may have the right to contest this action through filing a grievance." The Employer will make a good faith effort to impose discipline in private. The lack of the employee's signature on the notice shall not be grounds for nullifying or challenging the notice or any ensuing disciplinary action where reasonable evidence shows that the Employer attempted to inform the employee of the investigation, pending or actual discipline.

SECTION 21.4: DOCUMENTATION REQUIREMENT

Any discipline that is not documented with a written corrective action form will be considered "verbal counseling." No "verbal counseling" discussion between an employee and a supervisor shall constitute discipline under this Section but may, in a manner consistent with just cause, be considered when evaluating the level of discipline for subsequent performance or behavioral issues. Accordingly, no such verbal counseling shall be considered a matter subject to the grievance and arbitration procedures unless it results in discipline.

SECTION 21.5: SUSPENSION OR TERMINATION OF EMPLOYMENT

Within seven (7) calendar days after any suspension or discharge for cause, the Employer shall notify the Union by email of the infraction and the reason for this action and shall attach a copy of the disciplinary notice signed by the employee or provided to the employee. If the Employer needs additional time, it will notify the Union of the estimated date for delivery of the required information.

SECTION 21.6: ADMINISTRATIVE LEAVE FOR INVESTIGATIONS

An employee may be placed on paid or unpaid administrative leave, removed from client services, or be reassigned while an investigation is being conducted if the Employer determines the nature of the allegations requires the employee to be placed on leave or removed from client services and/or if an outside agency/state investigation requires that the employee be removed from client services.

In situations where the employee is placed on unpaid administrative leave, the Employer shall conduct the investigation as quickly as is reasonably possible, in recognition of the fact that the Employee is losing wages during the time the investigation is proceeding.

An employee placed on administrative leave who is subsequently reinstated and/or exonerated as it relates to the alleged violation that initiated the investigation shall receive back compensation at their regular rate for scheduled work hours lost. Any back compensation received by the employee will be determined based on normally scheduled hours for the days missed. If it is determined that the employee is to be disciplined/discharged as it relates to the alleged violation that initiated the investigation, the Employer will not be required to pay any back compensation.

SECTION 21.7: MAINTENANCE AND APPLICATION OF DISCIPLINARY RECORD

Employee corrective action or disciplinary action forms shall not be removed from an Employee's personnel file. Yet such forms that are more than twelve (12) months will not be considered by the Employer when contemplating further disciplinary action or when evaluating the job performance of the Employee under just cause and progressive discipline. For attendance specifically, employees shall not be terminated on the basis of attendance-related corrective actions unless they have received four (4) or more attendance-related corrective actions within a twelve (12) month period; this limitation does not apply to no call/no show or abandonment of shift incidents, which may be subject to immediate termination. This provision shall not apply to disciplines issued for resident abuse, neglect, abandonment, or exploitation, medication errors of any kind, fraud, discrimination, harassment, or other behavior that violates state or federal law, including violations of the Washington Administrative Code ("WAC").

ARTICLE 22: GRIEVANCE PROCEDURE

SECTION 22.1: DEFINITIONS AND PRELIMINARY STEPS

- A. Grievance. A grievance is a dispute over the interpretation, meaning or application of a specific provision of this Agreement.
- B. Employee Grievance. An Employee grievance is a grievance filed by the Union on behalf of any Employee or group of Employees
- C. Union Grievance. A Union grievance is a grievance filed by the Union on its own behalf.
- D. At Step 1, the written grievance must be submitted to the appropriate Program Manager within twenty-eight (28) calendar days after the grieving party knew or reasonably should have known of the circumstances giving rise to the grievance.
- E. The written grievance form must:
 - a. Allege the violation of a specific provision or provisions of this Agreement,

- b. If applicable, set forth the date, time, and description of the Step 1 meeting or when a Step 1 meeting was attempted,
 - c. Identify the name(s) of the aggrieved Employee(s) or group of Employees (if identified by unit or group, the form must identify at least two (2) aggrieved Employees),
 - d. Set forth the factual description upon which the allegation is based, including the date of the alleged violation, and
 - e. Each specific remedy or correction that is being sought from the Employer, provided, however, it is recognized that prior to filing for arbitration the Union shall be permitted to modify any proposed remedy based on facts that emerge from the resulting grievance investigation.
- F. Except in the event of a suspension or termination of employment, the requirement to access Step 1 of the grievance procedure must be satisfied before a written grievance is submitted at Step 2. Under no circumstance will the time to file a written grievance under Step 2 be extended to accommodate the Step 1 meeting.
- G. Electronic mail (email) shall be valid notification under this article.

SECTION 22.2: PROCEDURE

A grievance must be processed according to the following grievance procedure and no grievance shall be considered which has not been presented in accordance with this procedure, including compliance with the specific timelines established herein, except where timelines have been extended by written mutual consent. Parties will endeavor to resolve any possible grievances at the lowest possible step.

SECTION 22.2.1: STEP ONE

Consistent with the parties' agreement to resolve matters at the lowest possible step, grievants must make a reasonable effort to resolve any possible dispute informally in a discussion with the Employee's relevant Program Manager, or their designee. If an Employee is unable to resolve the possible grievance as set forth

above, the Union Representative or Advocate (if requested by the Employee) and the Employee will meet with the Program Manager and Director of the Department, or their designee within fourteen (14) days of the submission of the grievance. At Step 1, the written grievance must be submitted to the appropriate Program Manager within twenty-eight (28) calendar days after the grieving party knew or reasonably should have known of the circumstances giving rise to the grievance.

The Employer will provide the Union with a response within fourteen (14) days of the Step One meeting.

SECTION 22.2.2: STEP TWO

If an employee is suspended or terminated, the corresponding grievance may begin at Step 2. In the instance of a suspension or termination, all parties are encouraged to move through the grievance procedure as quickly as is reasonably possible to reach a resolution sooner.

If (1) an Employee or Union grievance cannot be resolved informally at Step One, or (2) the grievance involves a suspension or termination of employment and may begin at Step 2, it shall be submitted or advanced in writing to the Human Resources Director.

If the grievance involves a suspension or termination of employment, it must be submitted to a Human Resources Representative or their designee within twenty-eight (28) calendar days after the grieving party knew or reasonably should have known of the circumstances giving rise to the grievance.

If the grievance is advanced from Step One, the request to move the grievance to Step Two must be submitted within ten (10) days of the issuance of the Step One response.

If the Grievance is advanced to Step Two, the Union Representative or Advocate (if requested by the Employee) and/or the Employee will meet with the Human Resources Director, or their designee, within

fourteen (14) days of the advancement of the grievance. The Human Resources Director will provide the Union with a response within fourteen (14) days of the Step Two meeting.

SECTION 22.2.3: STEP THREE

If the grievance cannot be resolved at Step Two, it may be advanced in writing to Step Three within ten (10) calendar days of the Step Two response. Within fourteen (14) calendar days of receipt of the Union's request to move to Step Three, a meeting shall be held with the Executive Director or their designee to discuss the grievance. In the case of any Employee grievance, both the grievant and a Union Advocate or Representative may be present at the meeting. Within fourteen (14) calendar days after the meeting, the Employer shall respond to the grievance in writing.

SECTION 22.2.4: STEP FOUR (OPTIONAL MEDIATION)

If a grievance is not resolved at Step Three, either party may request, in writing, within seven (7) calendar days of the Step Three response or lack of response that the matter proceeds to mediation. The moving party shall submit the grievance to the assigned mediator from the Federal Mediation and Conciliation Service (FMCS). The Parties must mutually agree to mediation. The federal mediator will have thirty (30) calendar days to attempt to mediate a resolution. Should the mediated resolution be unacceptable to either party, that party shall reserve the right to proceed to arbitration. The Parties agree that the Mediator's recommended solution or comments and the parties' own proposals, comments and suggestions during mediation may not be referred to or used as evidence in any subsequent Arbitration process.

SECTION 22.2.5: STEP FIVE (ARBITRATION)

If the Employer's response in Step Three is not satisfactory and/or mediation is unsuccessful or not utilized, the Union may advance the grievance to arbitration within fourteen (14) calendar days after the receipt of the Step Three response or within fourteen (14) days upon the conclusion of the attempted mediation process, whichever is later.

The following procedure shall apply if a grievance is timely submitted to arbitration:

- The Union may advance the grievance to binding arbitration by providing the Employer's Human Resources Representative and Executive Director, or their designee, written confirmation of its intent to do so. The arbitrator shall be mutually agreed upon by the parties, within fourteen (14) calendar days of the request for arbitration, or, upon failure to agree upon an arbitrator, the Union shall within twenty-one (21) days of the original request for arbitration, request a panel from the Federal Mediation and Conciliation Service ("FMCS") of seven (7) arbitrators.. Within fourteen (14) days of receipt of the panel, the Employer and the Union shall meet by phone or another mutually acceptable platform to choose an arbitrator using a process of elimination: the parties shall each take turns striking one name from the panel with the Union striking first. The last remaining arbitrator on the panel shall be the arbitrator for the grievance.
- If prior to striking the panel, either party determines the initial FMCS panel unacceptable for any reason, the parties will request a second panel. The jurisdiction of the arbitrator shall not exceed those subjects identified herein in the original Step Three grievance document.
- A hearing on the grievance shall be held at a time and place agreed to by the parties and the arbitrator, at which the Employer and the Union shall present their respective positions, evidence and arguments. The sole parties to the arbitration proceeding shall be the Employer and the Union. The arbitrator's decision shall be rendered in writing and shall be final and binding on the parties and on all affected bargaining unit Employees. It shall be issued not more than thirty (30) calendar days after the close of the hearing or the filing of briefs, whichever is later.
- The arbitrator's authority is derived from this Agreement, and their jurisdiction is limited to the interpretation and application thereof. The arbitrator shall not have authority to: (a) amend or modify any provision of this Agreement; or (b) render an award on any grievance arising before the

effective date, or after the termination date. The Arbitrator may not require the parties to engage in any form of interest arbitration.

- In the event an unfair labor practice charge is deferred to arbitration, the arbitrator shall have the authority to resolve the unfair labor practice charge under the then applicable standard of the National Labor Relations Board.
- The Arbitrator shall retain jurisdiction over the matter for one (1) year following the issuance of their award.
- The fees and expenses of the arbitrator, the court reporter's appearance fee, and any cost for the use of neutral facilities shall be borne equally by the Employer and the Union.

SECTION 22.3: TIME LIMITS

Time is of the essence, and the time limits and other procedural requirements set forth in this Article must be strictly adhered to unless mutually extended by the express agreement of the Employer and the Union. When a party requests a brief extension (not to exceed (14) days) of applicable deadlines for a reasonable basis, the opposing party will not unreasonably refuse the extension. If a party has multiple requests for an extension for one grievance, it will not be unreasonable for the opposing party to deny subsequent requests. Notwithstanding the parties' mutual interest in moving grievances quickly, should the designated recipient of the grievance or response be on leave at the time of delivery, that absence shall toll the time limit until the recipient returns or communicates with the sender regarding an appropriate deadline for a response. No request for extension may be considered unless submitted before the expiration of the applicable time limit.

If the Employer fails to respond to a grievance within the applicable time limits (including any extensions), the grievance may be appealed immediately to the next step. If a grievance is not appealed to the next step

of the procedure within applicable time limits, the grievance will be considered resolved according to the Employer's last response to the grievance.

In the event of a dispute over whether any party has failed to adhere to any timing or other procedural requirements set forth in this Article, the other party may insist upon, and the arbitrator shall consent to, bifurcation of the procedural matter(s) and the merits of the case. The arbitrator selected using the process of elimination described above will be required to first provide dates for a hearing on the procedural matter or, when appropriate, dates for the parties to submit their evidence and arguments.

ARTICLE 23: STAFFING, SUPPLIES, AND SAFETY

The Employer will determine appropriate staffing levels and supplies for employees to perform their job duties., as aligned with and informed by DSHS's funding and client assessments. When there are changes to any permanent staffing levels due to changes in census or client acuity, the Employer will communicate this change to employees within fourteen (14) calendar days of becoming aware of the need for a permanent change to staffing levels. Employee(s) who have safety concerns due to staffing, availability/quantity of supplies or medical equipment, compliance, or workloads on a given shift, day, or site, or on an ongoing basis, are encouraged to speak directly with their supervisor or the human resources department.

The supervisor must respond to hazardous conditions, supply levels, or safety issues in the work environment within a reasonable period of time.

The Labor Management Committee may include staffing solutions in its regular conversations, including scheduling patterns and any attempts from the Employer to improve staffing levels through rate

adjustments or other funding requests from the state or the impacts of increased or reduced client assessed level of need.

ARTICLE 24: LABOR MANAGEMENT COMMITTEE

The Employer and the Union agree to work together for the mutual benefit of the workers, the clients, the Employer, and the Union. The Employer and the Union will establish a Labor Management Committee.

Composition: This committee will consist of equal numbers representing the Union and the Employer, with no more than three (3) representatives for each side. If the Bargaining Unit elects to do so, the assigned Union field representative may join the LMC and will count towards their allotted representatives. More members of either party may participate with mutual consent. For time-keeping and scheduling purposes, the Union will provide the Employer with the names of the employees who will attend quarterly meetings as part of the agenda, addressed below. A non-participatory individual identified by the employer may attend to take minutes.

Guests: With mutual consent between the Union and the Employer, outside guests may attend and join the LMC meetings.

Regularity: The committee will meet quarterly for one hour at prescheduled dates and times. With mutual agreement, the Parties may meet more or less frequently than quarterly.

Discussion Topics: The committee shall discuss issues, concerns, suggestions, and ideas related to the agency, the workers, and the clients based on objective evidence that can be reviewed, and will work to promote better understanding between the Union, the Employer, and the clients. The LMC may, when

possible and appropriate, serve as a forum to recognize and celebrate successes by both management and bargaining unit members. This committee will also advise agency management on recruitment and retention issues. As needed, with mutual consent, the Union and the Employer may create a topic-specific LMC that is one-time or ongoing.

Authority: This Committee is an advisory committee only with no decision-making authority and will have no authority to modify or interpret the CBA, but the topics contemplated in the CBA or the administration of the CBA may be discussed during an LMC meeting. The LMC, with four out of the six votes, may issue formal, non-binding recommendations. Employer responses and final decisions regarding formal recommendations are not subject to the grievance process. The Committee will not have the authority to discuss concerns related to individual employee performance.

Pay: Employee members of the Committee will be provided up to one (1) hour of paid release time to attend these meetings per quarter, if not already on shift. If they are on shift during the LMC meeting, the Employer will make a reasonable effort to ensure there is adequate coverage for the employee to attend the LMC. Employees on shift should be prioritized for attendance to ensure overtime is not accrued. The employer may alter schedules of attendees to prevent overtime for attendance of LMC meetings.

Agenda: Prior to the meeting, both parties will develop agenda items and will send those agenda items in writing to the other party at least ten (10) calendar days prior to the scheduled meeting. All agenda items will be discussed at LMC meetings, provided there is sufficient time to remain in the one (1) hour meeting time. In the event that the meeting would go over an hour, agenda items may be deferred to future meetings. Agenda may be supplemented as agreed to by both parties. Any Union formal, non-binding

recommendations that the Union is planning on making at the meeting must be submitted in writing along with the agenda items.

Minutes: Minutes or summaries of the meetings will be posted at each site and will be redacted as needed to protect client and employee privacy.

Confidentiality: Client confidentiality will be maintained to ensure HIPAA compliance during all meetings, agendas, and communications.

ARTICLE 25: INCLEMENT WEATHER, NATURAL DISASTERS, OR OTHER HAZARDOUS EVENTS

SECTION 25.1: PURPOSE AND APPLICABILITY

The purpose of this provision is to ensure the safety of employees during inclement weather while maintaining adequate staffing to meet operational needs. This policy outlines the obligations of employees and the employer in the event of inclement weather conditions that impact transportation and communication. Inclement weather includes extreme conditions such as severe snowstorms, ice storms, flooding, tornados, earthquakes, volcanos, mudslides, rockslides, tsunamis, or any weather event, natural disaster, act of war or terrorism or civil disruption, or other event declared hazardous by local, state, or federal authorities. Evergreen is an essential service and, therefore, Evergreen employees are considered essential employees and must be able to report to work during inclement weather, natural disasters or other hazardous events.

SECTION 25.2: ALTERNATIVE TRANSPORTATION

If the employee's primary mode of transportation is not tenable due to inclement weather or natural disaster or other hazardous event, the affected employee must find alternative transportation that would transport them to and from work safely. Employees are required to plan ahead if it is known that inclement weather will occur. Transportation provided by the Employer in Employer owned vehicles is not generally an option and is at the Employer's discretion and will be considered as a last resort when all other options have been exhausted. Employer provided transportation should not be considered as a default option, and is not guaranteed, nor is the lack of Employer provided transportation a valid excuse for not attending a scheduled shift. In the rare event that employees are transported in an Employer vehicle by Evergreen staff, they will be required to walk to the nearest main road, or other safe location identified by the driver in all circumstances. In the event that the Employer does provide transportation to work, the Employer cannot guarantee a return trip home for the Employee.

SECTION 25.3: DISCIPLINE AND TIME OFF

Employees who do not report to work during inclement weather, natural disasters, or other hazardous events may be marked with an unexcused absence subject to the disciplinary policy and the shift will be unpaid.

ARTICLE 26: RECOVERY FOR PROPERTY DAMAGE

SECTION 26.1: DAMAGE TO EMPLOYER-PROVIDED EQUIPMENT

The Employer will cover part or all of the cost of replacing Employer-provided equipment damaged by clients through no fault of the employee .

Employees may be liable for the cost of Employer-provided equipment if the equipment damage or loss can be shown to be caused by the employee's dishonest or willful act. In such instances, the cost of repair or replacement may be deducted from the employee's final paycheck.

SECTION 26.2: CLIENT DAMAGE TO EMPLOYEES' PERSONAL PROPERTY

- Client damage to employees' personal property shall be governed by Developmental Disabilities Administration ("DDA") policy 6.11.
- When a client damages an Employee's authorized personal property (for example, their mobile phone), and the client or the client's guardian is unable to compensate for the loss, the Employer will, on the employee's behalf, submit a damage allowance request to the DDA.
- If the client is able but unwilling to pay damages, the Employer shall inform the DDA Resource Manager ("RM"). If damage reimbursement is already reflected in a client's daily rate, DDA must not reimburse a provider for damages caused by that client.
- DDA does not reimburse the Employer for damages caused by the employee's negligence in following the support needs identified in a client's positive behavior support plan, person centered support plan, or individual instruction and support plan.
- If DDA denies the damage allowance request the client will be liable for the damage to the employee's property. The Employer shall not be obligated to do so, but may, at its discretion, choose to reimburse the Employee for any property damage that resulted from the client.
- The employee shall bear sole responsibility for client damage to an employee's unauthorized property (for example, personal laptops, gaming devices, etc.).

ARTICLE 27: LEGAL PROVISIONS

SECTION 27.1: MAINTENANCE OF STANDARDS

The Employer will maintain bargaining unit employees' terms and conditions of employment, as set forth herein. This Agreement may be amended by the mutual consent of the parties in writing at any time during its term.

SECTION 27.2: SEPARABILITY

In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or through government regulations or decree, such decision shall not invalidate the entire Agreement, it being the express intentions of the parties hereto that all other provisions not declared invalid shall remain in full force and effect. In the event of such invalidation or injunction, the parties shall promptly meet within sixty (60) days to negotiate a substitute provision, unless mutually waived by the parties. Any changes or amendments to this Agreement shall be in writing and duly executed by the parties and their representatives.

SECTION 27.3: SOLE AGREEMENT

The parties agree that this Agreement is intended to constitute the entire contract between them governing wages, hours, and conditions of employment of bargaining unit employees covered during the term hereof and settles all demands and issues on all matters subject to collective bargaining.

Notwithstanding, the parties understand that issues may arise from time to time during the term of this Agreement that may not have been covered by this Agreement that one party or the other feels need to be discussed. It is agreed, therefore, that either party may raise such issues and the other may agree to meet

and confer with respect to such issue(s) in an attempt to try to reach a mutual resolution of such issue; however, arbitration is not a remedy in the event the parties are unable to reach agreement.

ARTICLE 28: TERM OF AGREEMENT

This Agreement shall remain in full force and effect for a period of two (2) years, commencing on October 15, 2025 and expiring on October 15, 2027, unless extended by mutual written agreement of the Employer and the Union.

This Agreement shall be binding upon the Employer and its successors, assigns, transferees, and purchasers, whether by sale, transfer, merger, consolidation, assignment, or any other transaction that results in a change of ownership, control, or operation of the business. The Employer shall provide the Union with no less than ninety (90) calendar days' advance written notice of any contemplated sale, transfer, merger, consolidation, assignment, or other transaction that may result in a change of ownership, control, or operation of the business. The Union may engage in impact bargaining regarding the transaction.

AGREEMENT

THE PARTIES, BY THEIR SIGNATURES BELOW, ACCEPT AND AGREE TO THE TERMS AND CONDITIONS OF THIS COLLECTIVE BARGAINING AGREEMENT.

FOR SEIU 775:

Sterling Harders, President of SEIU 775

Date

FOR EVERGREEN HEALTHCARE GROUP:

Zay McShane, Executive Director

Date