



**PROTEC17 and Pacific Northwest Staff Union
Collective Bargaining Agreement
January 1, 2020 to Dec 31, 2022**

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**PROTEC17 and Pacific Northwest Staff Union
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ARTICLE 1 – PURPOSE

The intent and purpose of this Agreement is to promote a cooperative good faith labor relationship between PROTEC17, the Employer, and its Staff employees and further, to set forth the wages, hours, and working conditions of the employees.

ARTICLE 2 – NON-DISCRIMINATION

The Employer and the staff agree that they will not discriminate against any employee of PROTEC17 by reason of race, color, age, sex, marital status, sexual orientation, political ideology, creed, religion, ancestry, or national origin, union activities, or the presence of any sensory, mental, or physical handicap, unless based on a bona fide occupational qualification reasonably necessary to the normal operation of the Employer.

ARTICLE 3 – RECOGNITION

The Employer recognizes the covered employees as legitimately engaging in concerted activities for collective bargaining purposes. The Staff shall notify the Executive Director prior to negotiations of the person, or persons responsible for representing the Staff. The recognition includes all Staff positions employed at PROTEC17 except confidential staff, members of OPEIU Local 8, contract employees, and members on time release from their jobs in a bargaining unit.

ARTICLE 4 – RIGHTS OF MANAGEMENT

4.1 It is agreed that the customary and usual rights, powers, functions, and authority of management are vested in management officials of the Employer. All matters not specifically and expressly covered or referenced by the language of this Agreement may be administered for its duration by the Employer.

4.2 **Contracting:** The Union will make every effort to utilize its employees to perform all work within the bargaining unit's normal scope of work, but it reserves the right to contract out for work under the following guidelines: (1) required expertise is not available within the bargaining unit; or (2) the contract will result in cost savings; or (3) bargaining unit members are working at peak load.

The Executive Director may make final and binding determinations of the applicability of the factors above. Where the Executive Director makes a good faith determination that work that is intended to be contracted out may involve duties that are normally performed by bargaining unit members and such members are not aware of such plan, notice will be provided to the bargaining unit and if requested, an explanation.

ARTICLE 5 – INSURANCE PLANS

- 5.1 A health care program shall be provided to all employees, employee's domestic partner and their dependents. Such a program shall consist of the Machinists Health and Welfare Trust Fund Plan. Cost of the program shall be borne by the Employer and in no event shall such cost to the Employer exceed the cost of the Machinists Fund Plan. The Employer agrees to maintain the level of benefits in both Health and Dental plans through payment of any increases in premium during the life of this Agreement.
- 5.2 Each employee shall be enrolled in a dental plan covering the employees, and the employee's spouse, domestic partner and/or dependents paid by the Employer.
- 5.3 The Employer shall provide each employee with Group Term Life Insurance in the amount of \$50,000.
- 5.4 The Employer agrees to provide each employee with up to nine hundred dollars (\$900.00) of vision, corrective lens, and/or orthodontic coverage during the term of this Agreement. The Employer is not obligated to reimburse claims by the employee for the coverage provided by this section until the Employer receives receipts to verify such claims. Dependent use of this plan is permitted.
- 5.5 The Employer shall provide fully paid long term disability insurance with standard coverage to replace not less than sixty percent (60%) of an employee's gross earnings after ninety (90) days of disability.

ARTICLE 6 – LEAVE

- 6.1 **Sick Leave:** Sick leave with pay shall be accrued at the rate of one (1) day for each month of continuous service.
- 6.2 Employees may donate and receive accrued sick leave with the concurrence of the Employer in cases of exceptional need. Concurrence will not be unreasonably denied. Any unused amount of donated leave shall be returned to the donor's account. Disputes concerning this section shall not be subject to arbitration.
- 6.3 Sick leave may be taken when it is necessary that the employee be off work in the event of an illness or accident in the employee's immediate family, or for children under the age of eighteen (18).
- 6.4 Immediate family is defined as spouse or spousal equivalent, children (including step and adopted children) and parents (including stepparents).
- 6.5 **Child Care Leave:** Employees who welcome a new child through birth, adoption or foster placement are eligible for paid leave through the Washington Family and Medical Leave Act. Employees who go on unpaid leave status and are eligible for coverage under the Act shall be able to use sick or vacation leave as a supplement to top off the employee's benefit payment so that they receive the full amount of their regular paychecks. This supplemental leave may only be used concurrently with benefits for parents of a new child through the Family and Medical Leave Act.

- A. Employees who use this supplemental leave must schedule their child care leave with the Employer at least three months in advance of its use.
 - B. Child care leave must be used within twelve months of the child's birth or placement. It is not subject to pay out at the time of resignation.
 - C. The Employer will continue to provide medical coverage for the employee while out on child care leave.
 - D. An employee who does not return to work for at least 6 months of continuous service following the leave must reimburse the employer for costs of the child care leave used.
 - E. The parties may reopen this portion of the agreement related to child care leave to account for changes in relevant state law.
- 6.6 **Bereavement Leave:** Three (3) days of bereavement leave with the death of a member in the immediate family are to be granted. Immediate family, for purposes of this section, is defined as people related to the employee by blood, marriage, domestic partnership or legal adoption. Employees may use up to three (3) days of sick leave in conjunction with the bereavement leave.
- 6.7 The Employer agrees to voluntarily comply with the Family Leave Act of 1993 and to exceed contractual benefits limits when so provided by the Act.
- 6.8 Employees shall request leave on the appropriate form in a timely manner.
- 6.9 All employees covered by this contract are covered by Washington State Industrial Insurance. It is the intent of the parties that the sick leave benefits of Article 6 are to be coordinated with the appropriate industrial insurance coverage similar to State, County, and City employees.

ARTICLE 7 – VACATIONS

- 7.1 Vacation will accrue at the rate of two days per month (192 hours per year). The employee's accumulated vacation hours balance shall not exceed two (2) times the number of annual vacation hours for which the Employee is eligible (384 hours). Accrual of vacation shall cease when the Employee's vacation balance reaches the maximum balance allowed and shall not resume until the balance is below the allowed maximum.
- 7.2 The Employer will notify the Employee when the accrual balance is twenty-four (24) hours from reaching the maximum level.
- 7.3 The Employer may waive application of the accrual maximum upon request of the Employee if the request is supported by work-related reasons why the use of vacation has not been feasible.
- 7.4 Employees shall request vacation on the appropriate form in advance of taking leave.

ARTICLE 8 – HOLIDAYS

8.1 The following days shall be recognized as paid legal holidays:

- The 1st day of January (New Year's Day);
- The 3rd Monday of January (Martin Luther King Day);
- The 3rd Monday of February (Presidents' Day);
- The last Monday of May (Memorial Day);
- The 4th day of July;
- The 1st Monday of September (Labor Day);
- November 11th (Veterans Day);
- Thanksgiving Day;
- The day after Thanksgiving Day;
- December 24th;
- December 25th (Christmas Day);
- Three "floating" holidays are also authorized. One day shall be added on to the leave accounts of employees on the payroll period on the first day of February, June, and October.

8.2 If any of the aforementioned holidays fall on Saturday, the holiday will be observed on the preceding Friday. If the holiday falls on a Sunday, the following Monday shall be considered the holiday.

8.3 The Employer agrees to be flexible in administering religious holidays.

8.4 The Employer agrees to continue providing the usual holiday activities as those have been practiced in the past subject to employer discretion as to scope as that has operated in the past including a fair and equitable distribution of benefits among bargaining unit members.

8.5 The Employer agrees to continue operating the Employee Morale Fund as it has in the past, subject to funding.

ARTICLE 9 – RETIREMENT

9.1 The Employer will contribute an amount equal to 25% of the Employee's base salary to his/her IRA account associated with the Employer's Simplified Employee Pension (SEP) program.

9.2 The parties agree to reopen this agreement if necessary to accommodate tax code or other statutory changes affecting retirement investment program matters.

ARTICLE 10 – AUTOS/AUTO ALLOWANCES

10.1 **Auto Allowance:** The Employer, at its discretion, will reimburse bargaining unit members whose duties require a significant amount of travel a flat amount of \$9,000 per year. Employees whose duties include extensive car travel are eligible for 5% more than the flat

amount. Employees whose duties include extraordinary car travel are eligible for 10% more than the flat amount. The determination of whether a particular employee's duties require either extensive or extraordinary travel shall be at the discretion of the Executive Director who may change such designations as circumstances warrant.

- 10.2 **Employer-Provided Autos:** The Employer may assign employees of the bargaining unit an employer-owned automobile in lieu of providing an auto-allowance if the mileage driven on union business warrants such an assignment. Employees provided with automobiles and credit cards will reimburse the Employer the amount required by IRS guidelines. Extended trips for personal use of the automobile must have advance approval of the Executive Director. If the Employer's outside tax advisors recommend upward adjustments to the monthly personal use charge, this agreement shall be reopened for the limited purpose of negotiating an adjusted charge.
- 10.3 Staff who are changed from an employer-owned automobile to the auto allowance or from the auto allowance to an employer-owned vehicle shall receive not less than sixty (60) calendar days notice of the change, provided that the employee may waive such notice in writing to the Executive Director.

ARTICLE 11 – EXPENSES

- 11.1 The Employer shall reimburse staff members for all reasonable expenses incurred in their work.
- 11.2 Expenses shall be reported to the Executive Director or designee on a timely basis citing the date, an explanation with names, and with documentation.
- 11.3 Employees utilizing direct billing of the Employer will stay within approved guidelines.
- 11.4 With advance approval by the Executive Director, credit card annual fees will be reimbursed for union representatives with expense intensive assignments.

ARTICLE 12 – INDEMNIFICATION

- 12.1 The Employer shall indemnify and defend the employees against all legal actions and judgments arising from employment with PROTEC17. Such indemnification and responsibility to defend shall extend to any and all legal actions in which the employee and her/his spouse is named, arising out of actions of the employee which were performed in good faith and within the scope of her/his employment with PROTEC17.
- 12.2 The Employer agrees to reimburse the employee for any personal losses incurred as a result of a judgment against the employee based on or arising from his or her employment relationship with PROTEC17.
- 12.3 In any action in which the Employer defends the employee, the Employer shall have the right to select and employ legal counsel and consultants and/or expert witnesses used in the defense.

ARTICLE 13 – HOURS OF WORK

- 13.1 The parties agree that Staff bargaining unit members are exempt from the Fair Labor Standards Act and are expected to work the necessary number of hours to accomplish the work assigned.
- 13.2 A forty (40) hour week shall be the basis for administering all benefits and compensation plans.
- 13.3 Bargaining unit members will maintain a current staff time record for oversight of daily activities and will total the hours and note the core or non-core nature of their time on Employer designated forms at the end of each week. These records will be maintained and managed by the Executive Director or designee.

ARTICLE 14 – CLASSIFICATIONS AND ADVANCEMENT

As a dynamic organization with the need to address evolving demands, job duties within the Staff Unit may overlap and can be expected to evolve with the changing needs.

14.1 Staff Unit classifications shall be as follows:

- A. **Union Representative Trainee.** Shall be someone new to the organization with limited experience in representing professional and technical employees.
- B. **Union Representative.** Shall be the journey level staff position performing employee labor relations duties assigned by the Executive Director.
- C. **Senior Union Representative.** At the discretion of the Executive Director, and by appointment only, this position shall be the senior level staff position performing employee labor relations duties assigned by the Executive Director.
- D. **Program Director.** Shall be the journey level staff position responsible for specific program development and operation under the direction of the Executive Director. Current titles within this classification are:

**Legislative Director
Communications Director
Internal Organizing/Training
Director Research Director**

- E. **Organizer.** Shall be the journey level staff position primarily responsible for increasing membership and commitment to the union with duties as assigned by the Executive Director.

- 14.2 It is agreed that all employees hired into the bargaining unit shall serve a twelve (12) month probationary period. Removal during a probationary period is not grievable.
- 14.3 Bargaining unit members will advance one step on the pay scale during the pay period immediately following their anniversary date.
- 14.4 The Executive Director may, at his or her sole discretion, advance a bargaining unit member one step on the pay scale during the pay period six months from the employee's anniversary

date.

- 14.5 All allocation of staff positions and designation thereof are within the authority of the Executive Director. When vacancies occur in existing positions, employees may advise the Employer of their interest in the vacant position. The Employer agrees to give such employee consideration in filling the position, but is not obligated to move any existing employee into the vacant position.
- 14.6 If the Executive Director decides to fill the position of the Deputy Executive Director, the Employer agrees to notify all bargaining unit members and give full and fair consideration to all those who apply for the position. Those not selected will, at their request, receive an explanation of the decision and direction regarding professional development that would have supported their application.

ARTICLE 15 – PERSONNEL RECORDS

- 15.1 The Executive Director, or designee, shall maintain a current personnel file on each employee.
- 15.2 The contents of an employee's personnel file, including but not limited to the employee's salary step, are confidential and shall be open to inspection only by the employee, the employee's designated representative, the Executive Director, and the Executive Director's confidential staff designee or legal counsel.
- 15.3 An employee shall receive a copy of any material reflecting critically upon him/her. If the employee believes that there is material which is incorrect or derogatory, he/she may pursue the issue through the established grievance procedure and/or may file a written rebuttal to such material.
- 15.4 Letters of caution, consultation, warning, admonishment, and reprimand shall remain part of the personnel record for three (3) years. If there are no recurrences of a similar nature, such letters shall be removed from the employee's file.

ARTICLE 16 – GRIEVANCE PROCEDURE AND ARBITRATION

- 16.1 A grievance is defined for the purposes of this Article as any act or omission of the Employer in its relationship with the employee which the employee believes is in violation of this Agreement. The procedure outlined below is the exclusive formal mechanism for resolving such grievances.
- 16.2 **Non-Disciplinary Grievance:** When a grievance not related to discipline arises, it shall be settled in the following manner:
- Step A:** The employee, with or without his/her representative, shall present the grievance, in writing, to the Executive Director within thirty (30) calendar days of its occurrence, or when the employee knew or by reasonable diligence should have known of its occurrence. The Executive Director shall attempt to resolve the matter and give a decision in writing to the employee within fifteen (15) calendar days of its presentation.

Step B: Within seven (7) calendar days of receiving the Executive Director's decision, the bargaining unit may suggest in writing to the Executive Director that the grievance be mediated. The Employer will notify the bargaining unit within seven (7) calendar days of the suggestion whether it agrees to mediate the grievance. A mediator will be requested from the Federal Mediation and Conciliation Services unless another neutral is agreed upon.

Step C: Within fifteen (15) calendar days of the Executive Director's decision in Step A or fifteen (15) calendar days of completing mediation if the parties had agreed to that, the bargaining unit may take the matter to binding arbitration.

16.3 **Disciplinary Grievance Procedure:** When a grievance related to discipline arises, it shall be settled in the following manner:

Step A: The employee, with or without his/her representative, shall present the grievance, in writing, to the Executive Director within fifteen (15) calendar days after the effective date of the disciplinary action. The Executive Director shall attempt to resolve the matter and give a decision in writing to the employee within fifteen (15) calendar days of its presentation.

Step B: Within seven (7) calendar days of receiving the Executive Director's decision, the bargaining unit may suggest in writing that the grievance be mediated. The Employer will notify the bargaining unit within seven (7) calendar days of the suggestion whether it agrees to mediate the grievance. A mediator will be requested from the Federal Mediation and Counseling Services unless another neutral is agreed upon.

Step C: Within fifteen (15) calendar days of the Executive Director's decision in Step A or fifteen (15) calendar days of completing mediation if the parties had agreed to that, the bargaining unit may take disciplinary matters limited to suspension and termination to binding arbitration.

16.4 **Arbitration Procedure:** When arbitration is sought, it shall proceed in the following manner:

Step A: The arbitrator will be requested from the Federal Mediation and Conciliation Service.

Step B: The notice of requirement to arbitrate shall state the act or omission of which the bargaining unit complains and the relief sought and a copy of the notice shall be served on the Executive Director.

Step C: The arbitrator shall have authority to interpret and apply applicable provisions of this Agreement but may not modify the Agreement or establish new benefits not meant to be granted by this Agreement. The Employer will furnish, for use at the hearing before the arbitrator, any relevant written or printed non-confidential, non-privileged information, documents, or other material requested by the employee. The hearing will be held in Seattle, Washington at the PROTEC17 office.

Step D: Arbitration Fees: The fees and expenses of the Arbitrator shall be borne equally by both parties.

ARTICLE 17 – DISCIPLINE AND DISCHARGE

- 17.1 The Employer agrees to verbally discuss any problems, including all written complaints, with the employee, thus affording the employee an opportunity to correct the situation.
- 17.2 Should the employee fail to correct the situation after a verbal discussion, the Employer agrees to reprimand the employee in writing, thus affording the employee another opportunity to correct the situation. A copy of such written reprimand shall be furnished to the employee.
- 17.3 The Employer agrees to furnish the employee a complete statement, in writing, at the time of suspension, demotion, or discharge outlining the specific reasons for such action. Such reasons shall not be expanded upon at a later date.
- 17.4 No reprimand shall be given without first allowing the employee to obtain the presence of his/her bargaining unit representative.
- 17.5 No employee shall be disciplined without just cause.
- 17.6 Gross misconduct is grounds for immediate termination. Such misconduct includes, but is not limited to, violence, theft, serious insubordination, dishonesty, willful destruction of property, physical harassment or sexual harassment.

ARTICLE 18 – SALARIES

18.1 Wage Increases for 2020, 2021, and 2022:

2020 Salaries: Effective January 1, 2020, bargaining unit salaries shall raise the amount of the formula in 18.4, which for 2020 is 4.07%.

2021 Salaries: On the first working day of September, 2020, the Employer's report of the number of represented non-members will be updated with the most relevant, current information possible and shared with members of the bargaining unit.

If the percentage of represented non-members in that report does not exceed ten (10) percent then the wage formula outlined in Article 18.4 shall apply to bargaining unit wages starting on the first working day of January 2021.

If the September percentage of represented non-members equals or exceeds ten (10) percent then the Employer's report of represented non-members will be reproduced on the first working day of October, 2020, November, 2020, and December, 2020. If in any of those months, the percentage of represented non-members falls below ten (10) percent, the wage formula in 18.4 shall be applied to wages starting on the first working day of January 2021. Otherwise, a salary re-opener will occur on December 2nd, 2020. If the parties fail to reach agreement on that wage reopener, this contract shall expire on December 31st, 2020. If an agreement is reached, this contract will remain in full effect.

2022 Salaries: On the first working day of September, 2021, the Employer's report of the number of represented non-members will be updated with the most relevant, current information possible and shared with members of the bargaining unit.

If the percentage of represented non-members in that report does not exceed ten (10) percent then the wage formula outlined in Article 18.4 shall apply to bargaining unit wages starting on the first working day of January 2022.

If the percentage of represented non-members equals or exceeds ten (10) percent then the Employer's report of represented non-members will be reproduced on the first working day of October, 2021, November, 2021, and December, 2021. If in any of those months, the percentage of represented non-members falls below ten (10) percent, the wage formula in 18.4 shall be applied to wages starting on the first working day of January 2022. Otherwise, a salary re-opener will occur on December 2nd, 2021. If the parties fail to reach agreement on that wage reopener, this contract shall expire on December 31st, 2021. If an agreement is reached, this contract will remain in full effect.

18.2 Coordinators: The Executive Director may assign a bargaining unit member to act as a coordinator to other staff. Coordinator duties may include activities such as coordinating work and schedules among a team and with others in the organization, providing guidance and direction for team members, reporting team work to the Executive Director, and ensuring operating procedures are followed. Coordinator roles shall be at the sole discretion of the Executive Director or designee.

Staff assigned as a coordinator shall receive a 5% pay premium.

18.3 Trainees: The Executive Director may hire new staff as trainees. Trainee positions are intended for those who require experience and training to reach the productivity and skills of a regular Union Representative or other applicable position. Designation of a new hire as a trainee shall be at the sole discretion of the Executive Director or designee. Removal of trainee status at any time is also at the sole discretion of the Executive Director or designee.

A staff member designated as a trainee shall receive 10% less pay than the standard rate.

18.4 Wage Adjustment Formula: When this formula is invoked by clauses in this agreement, salaries for bargaining unit members will be increased by 90% of the weighted average of the salary increases for members of PROTEC17 in the prior year, based on membership numbers as of the prior December 1st.

18.5 The Executive Director shall create working titles for all bargaining unit positions listed in this agreement that reflect the job duties assigned.

ARTICLE 19 – SABBATICAL PLAN

With advance approval after five (5) years of service, a sabbatical leave may be granted with Employer covered medical, dental and insurance benefits for up to three (3) months. The Employer may waive the usual vacation cap for employees planning a sabbatical and the term of the sabbatical will be individually negotiated between the employee and the Executive Director. An employee who is granted sabbatical leave will sign an agreement to reimburse the Employer for any benefits received should the employee decide not to return to work or to leave PROTEC17 before serving an amount of time comparable to that of the leave.

ARTICLE 20 – SENIORITY AND LAYOFF

- 20.1 Seniority shall be defined as bargaining unit service with PROTEC17.
- 20.2 Layoff shall be by seniority within the bargaining unit. Union representatives may not bump into program director positions unless they have previously held such position. Program directors may not bump into union representative positions unless they have previously held such position. Prior to any layoff, employees other than regular within the bargaining unit shall be removed from the payroll. This shall include temporary employees, student hires, part-time, and members on time loss. Seniority for the purpose of bumping rights shall be determined on the basis of time in the bargaining unit, not by time in a particular classification. Seniority is defined by date of hire, not hours worked.
- 20.3 The Employer agrees to notify the bargaining unit thirty (30) days in advance of any anticipated reduction in force.
- 20.4 Seniority rights shall terminate for the following reasons: termination, voluntary quit, or retirement.

ARTICLE 21 – HEALTH AND SAFETY

To assist employees with smoking cessation, the Employer will allow utilization of the funds in Article 5.4 to be used for smoking cessation programs.

ARTICLE 22 – TRAINING

The Employer recognizes the mutual benefit to be attained by affording training opportunities to employees, and shall provide information and access to training opportunities for its employees, within budgeted appropriations. The training opportunities shall be guided by, but not limited to, the overall objectives of encouraging and motivating employees to improve their personal capabilities in performance of specific tasks. All employees shall have equal access to training opportunities.

ARTICLE 23 – RESIGNATION

- 23.1 To help assure adequate transition, the Employer and Staff agree that an employee shall give a minimum of thirty (30) calendar days of notice for a resignation. The required 30-day notice period shall not include vacation days, holidays or any other approved time off, excluding sick leave.
- 23.2 Failure to provide the minimum 30 days notice may result in a delay in payment of cash out amounts, pursuant to Sections 23.3 and 23.4 of this agreement.
- 23.3 Employees who separate from employment shall receive payment for one hundred percent

(100%) of their accumulated vacation hours below the cap limits (384 hours).

- 23.4 Employees who separate from employment shall receive payment for twenty-five percent (25%) of their accrued but unused sick leave up to a maximum of \$12,000. Employees who separate from employment and would be eligible for retirement benefits under Social Security or State Retirement System Rules shall receive payment for thirty-five percent (35%) of their accrued unused sick leave up to a maximum of \$18,000. These maximum amounts for accrued but unused sick leave cash outs shall be applicable and ongoing effective December 31, 2021.

ARTICLE 24 – TECHNOLOGY REIMBURSEMENT

- 24.1 Recognizing that technology can enhance Field Staff employee efficiency, up to \$2,000 will be treated as a reimbursable business expense in a three-year period measured from the date on which reimbursement is made, for the purchase of technology to assist the employee in the performance of her or his assigned duties. The employee shall have broad discretion in selecting the technological equipment but must get advance approval from the Executive Director before incurring the expense. The employee is obligated to make the case for the business application of the desired equipment. It is not necessary that the purchased item be used exclusively for business purposes but there must be a substantial nexus to job efficiency.
- 24.2 Should any employee reimbursed in accord with this article separate from employment with PROTEC17, either voluntarily or involuntarily, before three (3) years from the date of reimbursement, the pro rata amount remaining in the three-year period, calculated on a monthly basis, shall be offset against the employee's vacation and/or sick leave cash out.
- 24.3 The purchased technological device shall be considered the employee's personal property.
- 24.4 At the completion of the three-year period, there shall be no further obligation to the employer.

Field Staff Salary Ranges

2020 Monthly Salary Ranges – 4.07% Increase from 2019

Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Bargaining Unit Staff	6945	7737	8092	8458	8844	9832



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- 5.2 Each employee shall be enrolled in a dental plan covering the employees, and the employee's spouse, domestic partner and/or dependents paid by the Employer.
- 5.3 The Employer shall provide each employee with Group Term Life Insurance in the amount of \$50,000.
- 5.4 The Employer agrees to provide each employee with up to nine hundred dollars (\$900.00) of vision, corrective lens, and/or orthodontic coverage during the term of this Agreement. The Employer is not obligated to reimburse claims by the employee for the coverage provided by this section until the Employer receives receipts to verify such claims. Dependent use of this plan is permitted.
- 5.5 The Employer shall provide fully paid long term disability insurance with standard coverage to replace not less than sixty percent (60%) of an employee's gross earnings after ninety (90) days of disability.

ARTICLE 6 – LEAVE

- 6.1 **Sick Leave:** Sick leave with pay shall be accrued at the rate of one (1) day for each month of continuous service.
- 6.2 Employees may donate and receive accrued sick leave with the concurrence of the Employer in cases of exceptional need. Concurrence will not be unreasonably denied. Any unused amount of donated leave shall be returned to the donor's account. Disputes concerning this section shall not be subject to arbitration.
- 6.3 Sick leave may be taken when it is necessary that the employee be off work in the event of an illness or accident in the employee's immediate family, or for children under the age of eighteen (18).
- 6.4 Immediate family is defined as spouse or spousal equivalent, children (including step and adopted children) and parents (including stepparents).
- 6.5 **Child Care Leave:** Employees who welcome a new child through birth, adoption or foster placement are eligible for paid leave through the Washington Family and Medical Leave Act. Employees who go on unpaid leave status and are eligible for coverage under the Act shall be able to use sick or vacation leave as a supplement to top off the employee's benefit payment so that they receive the full amount of their regular paychecks. This supplemental leave may only be used concurrently with benefits for parents of a new child through the Family and Medical Leave Act.

- A. Employees who use this supplemental leave must schedule their child care leave with the Employer at least three months in advance of its use.
 - B. Child care leave must be used within twelve months of the child's birth or placement. It is not subject to pay out at the time of resignation.
 - C. The Employer will continue to provide medical coverage for the employee while out on child care leave.
 - D. An employee who does not return to work for at least 6 months of continuous service following the leave must reimburse the employer for costs of the child care leave used.
 - E. The parties may reopen this portion of the agreement related to child care leave to account for changes in relevant state law.
- 6.6 **Bereavement Leave:** Three (3) days of bereavement leave with the death of a member in the immediate family are to be granted. Immediate family, for purposes of this section, is defined as people related to the employee by blood, marriage, domestic partnership or legal adoption. Employees may use up to three (3) days of sick leave in conjunction with the bereavement leave.
- 6.7 The Employer agrees to voluntarily comply with the Family Leave Act of 1993 and to exceed contractual benefits limits when so provided by the Act.
- 6.8 Employees shall request leave on the appropriate form in a timely manner.
- 6.9 All employees covered by this contract are covered by Washington State Industrial Insurance. It is the intent of the parties that the sick leave benefits of Article 6 are to be coordinated with the appropriate industrial insurance coverage similar to State, County, and City employees.

ARTICLE 7 – VACATIONS

- 7.1 Vacation will accrue at the rate of two days per month (192 hours per year). The employee's accumulated vacation hours balance shall not exceed two (2) times the number of annual vacation hours for which the Employee is eligible (384 hours). Accrual of vacation shall cease when the Employee's vacation balance reaches the maximum balance allowed and shall not resume until the balance is below the allowed maximum.
- 7.2 The Employer will notify the Employee when the accrual balance is twenty-four (24) hours from reaching the maximum level.
- 7.3 The Employer may waive application of the accrual maximum upon request of the Employee if the request is supported by work-related reasons why the use of vacation has not been feasible.
- 7.4 Employees shall request vacation on the appropriate form in advance of taking leave.

ARTICLE 8 – HOLIDAYS

8.1 The following days shall be recognized as paid legal holidays:

- The 1st day of January (New Year’s Day);
- The 3rd Monday of January (Martin Luther King Day);
- The 3rd Monday of February (Presidents’ Day);
- The last Monday of May (Memorial Day);
- The 4th day of July;
- The 1st Monday of September (Labor Day);
- November 11th (Veterans Day);
- Thanksgiving Day;
- The day after Thanksgiving Day;
- December 24th;
- December 25th (Christmas Day);
- Three “floating” holidays are also authorized. One day shall be added on to the leave accounts of employees on the payroll period on the first day of February, June, and October.

8.2 If any of the aforementioned holidays fall on Saturday, the holiday will be observed on the preceding Friday. If the holiday falls on a Sunday, the following Monday shall be considered the holiday.

8.3 The Employer agrees to be flexible in administering religious holidays.

8.4 The Employer agrees to continue providing the usual holiday activities as those have been practiced in the past subject to employer discretion as to scope as that has operated in the past including a fair and equitable distribution of benefits among bargaining unit members.

8.5 The Employer agrees to continue operating the Employee Morale Fund has it has in the past, subject to funding.

ARTICLE 9 – RETIREMENT

9.1 The Employer will contribute an amount equal to 25% of the Employee’s base salary to his/her IRA account associated with the Employer’s Simplified Employee Pension (SEP) program.

9.2 The parties agree to reopen this agreement if necessary to accommodate tax code or other statutory changes affecting retirement investment program matters.

ARTICLE 10 – AUTOS/AUTO ALLOWANCES

10.1 **Auto Allowance:** The Employer, at its discretion, will reimburse bargaining unit members whose duties require a significant amount of travel a flat amount of \$9,000 per year. Employees whose duties include extensive car travel are eligible for 5% more than the flat

amount. Employees whose duties include extraordinary car travel are eligible for 10% more than the flat amount. The determination of whether a particular employee's duties require either extensive or extraordinary travel shall be at the discretion of the Executive Director who may change such designations as circumstances warrant.

10.2 **Employer-Provided Autos:** The Employer may assign employees of the bargaining unit an employer-owned automobile in lieu of providing an auto-allowance if the mileage driven on union business warrants such an assignment. Employees provided with automobiles and credit cards will reimburse the Employer the amount required by IRS guidelines. Extended trips for personal use of the automobile must have advance approval of the Executive Director. If the Employer's outside tax advisors recommend upward adjustments to the monthly personal use charge, this agreement shall be reopened for the limited purpose of negotiating an adjusted charge.

10.3 Staff who are changed from an employer-owned automobile to the auto allowance or from the auto allowance to an employer-owned vehicle shall receive not less than sixty (60) calendar days notice of the change, provided that the employee may waive such notice in writing to the Executive Director.

ARTICLE 11 – EXPENSES

11.1 The Employer shall reimburse staff members for all reasonable expenses incurred in their work.

11.2 Expenses shall be reported to the Executive Director or designee on a timely basis citing the date, an explanation with names, and with documentation.

11.3 Employees utilizing direct billing of the Employer will stay within approved guidelines.

11.4 With advance approval by the Executive Director, credit card annual fees will be reimbursed for union representatives with expense intensive assignments.

ARTICLE 12 – INDEMNIFICATION

12.1 The Employer shall indemnify and defend the employees against all legal actions and judgments arising from employment with PROTEC17. Such indemnification and responsibility to defend shall extend to any and all legal actions in which the employee and her/his spouse is named, arising out of actions of the employee which were performed in good faith and within the scope of her/his employment with PROTEC17.

12.2 The Employer agrees to reimburse the employee for any personal losses incurred as a result of a judgment against the employee based on or arising from his or her employment relationship with PROTEC17.

12.3 In any action in which the Employer defends the employee, the Employer shall have the right to select and employ legal counsel and consultants and/or expert witnesses used in the defense.

ARTICLE 13 – HOURS OF WORK

- 13.1 The parties agree that Staff bargaining unit members are exempt from the Fair Labor Standards Act and are expected to work the necessary number of hours to accomplish the work assigned.
- 13.2 A forty (40) hour week shall be the basis for administering all benefits and compensation plans.
- 13.3 Bargaining unit members will maintain a current staff time record for oversight of daily activities and will total the hours and note the core or non-core nature of their time on Employer designated forms at the end of each week. These records will be maintained and managed by the Executive Director or designee.

ARTICLE 14 – CLASSIFICATIONS AND ADVANCEMENT

As a dynamic organization with the need to address evolving demands, job duties within the Staff Unit may overlap and can be expected to evolve with the changing needs.

14.1 Staff Unit classifications shall be as follows:

- A. **Union Representative Trainee.** Shall be someone new to the organization with limited experience in representing professional and technical employees.
- B. **Union Representative.** Shall be the journey level staff position performing employee labor relations duties assigned by the Executive Director.
- C. **Senior Union Representative.** At the discretion of the Executive Director, and by appointment only, this position shall be the senior level staff position performing employee labor relations duties assigned by the Executive Director.
- D. **Program Director.** Shall be the journey level staff position responsible for specific program development and operation under the direction of the Executive Director. Current titles within this classification are:

**Legislative Director
Communications Director
Internal Organizing/Training
Director Research Director**

- E. **Organizer.** Shall be the journey level staff position primarily responsible for increasing membership and commitment to the union with duties as assigned by the Executive Director.

- 14.2 It is agreed that all employees hired into the bargaining unit shall serve a twelve (12) month probationary period. Removal during a probationary period is not grievable.
- 14.3 Bargaining unit members will advance one step on the pay scale during the pay period immediately following their anniversary date.
- 14.4 The Executive Director may, at his or her sole discretion, advance a bargaining unit member one step on the pay scale during the pay period six months from the employee's anniversary

date.

- 14.5 All allocation of staff positions and designation thereof are within the authority of the Executive Director. When vacancies occur in existing positions, employees may advise the Employer of their interest in the vacant position. The Employer agrees to give such employee consideration in filling the position, but is not obligated to move any existing employee into the vacant position.
- 14.6 If the Executive Director decides to fill the position of the Deputy Executive Director, the Employer agrees to notify all bargaining unit members and give full and fair consideration to all those who apply for the position. Those not selected will, at their request, receive an explanation of the decision and direction regarding professional development that would have supported their application.

ARTICLE 15 – PERSONNEL RECORDS

- 15.1 The Executive Director, or designee, shall maintain a current personnel file on each employee.
- 15.2 The contents of an employee's personnel file, including but not limited to the employee's salary step, are confidential and shall be open to inspection only by the employee, the employee's designated representative, the Executive Director, and the Executive Director's confidential staff designee or legal counsel.
- 15.3 An employee shall receive a copy of any material reflecting critically upon him/her. If the employee believes that there is material which is incorrect or derogatory, he/she may pursue the issue through the established grievance procedure and/or may file a written rebuttal to such material.
- 15.4 Letters of caution, consultation, warning, admonishment, and reprimand shall remain part of the personnel record for three (3) years. If there are no recurrences of a similar nature, such letters shall be removed from the employee's file.

ARTICLE 16 – GRIEVANCE PROCEDURE AND ARBITRATION

- 16.1 A grievance is defined for the purposes of this Article as any act or omission of the Employer in its relationship with the employee which the employee believes is in violation of this Agreement. The procedure outlined below is the exclusive formal mechanism for resolving such grievances.
- 16.2 **Non-Disciplinary Grievance:** When a grievance not related to discipline arises, it shall be settled in the following manner:
- Step A:** The employee, with or without his/her representative, shall present the grievance, in writing, to the Executive Director within thirty (30) calendar days of its occurrence, or when the employee knew or by reasonable diligence should have known of its occurrence. The Executive Director shall attempt to resolve the matter and give a decision in writing to the employee within fifteen (15) calendar days of its presentation.

Step B: Within seven (7) calendar days of receiving the Executive Director's decision, the bargaining unit may suggest in writing to the Executive Director that the grievance be mediated. The Employer will notify the bargaining unit within seven (7) calendar days of the suggestion whether it agrees to mediate the grievance. A mediator will be requested from the Federal Mediation and Conciliation Services unless another neutral is agreed upon.

Step C: Within fifteen (15) calendar days of the Executive Director's decision in Step A or fifteen (15) calendar days of completing mediation if the parties had agreed to that, the bargaining unit may take the matter to binding arbitration.

16.3 Disciplinary Grievance Procedure: When a grievance related to discipline arises, it shall be settled in the following manner:

Step A: The employee, with or without his/her representative, shall present the grievance, in writing, to the Executive Director within fifteen (15) calendar days after the effective date of the disciplinary action. The Executive Director shall attempt to resolve the matter and give a decision in writing to the employee within fifteen (15) calendar days of its presentation.

Step B: Within seven (7) calendar days of receiving the Executive Director's decision, the bargaining unit may suggest in writing that the grievance be mediated. The Employer will notify the bargaining unit within seven (7) calendar days of the suggestion whether it agrees to mediate the grievance. A mediator will be requested from the Federal Mediation and Counseling Services unless another neutral is agreed upon.

Step C: Within fifteen (15) calendar days of the Executive Director's decision in Step A or fifteen (15) calendar days of completing mediation if the parties had agreed to that, the bargaining unit may take disciplinary matters limited to suspension and termination to binding arbitration.

16.4 Arbitration Procedure: When arbitration is sought, it shall proceed in the following manner:

Step A: The arbitrator will be requested from the Federal Mediation and Conciliation Service.

Step B: The notice of requirement to arbitrate shall state the act or omission of which the bargaining unit complains and the relief sought and a copy of the notice shall be served on the Executive Director.

Step C: The arbitrator shall have authority to interpret and apply applicable provisions of this Agreement but may not modify the Agreement or establish new benefits not meant to be granted by this Agreement. The Employer will furnish, for use at the hearing before the arbitrator, any relevant written or printed non-confidential, non-privileged information, documents, or other material requested by the employee. The hearing will be held in Seattle, Washington at the PROTEC17 office.

Step D: Arbitration Fees: The fees and expenses of the Arbitrator shall be borne equally by both parties.

ARTICLE 17 – DISCIPLINE AND DISCHARGE

- 17.1 The Employer agrees to verbally discuss any problems, including all written complaints, with the employee, thus affording the employee an opportunity to correct the situation.
- 17.2 Should the employee fail to correct the situation after a verbal discussion, the Employer agrees to reprimand the employee in writing, thus affording the employee another opportunity to correct the situation. A copy of such written reprimand shall be furnished to the employee.
- 17.3 The Employer agrees to furnish the employee a complete statement, in writing, at the time of suspension, demotion, or discharge outlining the specific reasons for such action. Such reasons shall not be expanded upon at a later date.
- 17.4 No reprimand shall be given without first allowing the employee to obtain the presence of his/her bargaining unit representative.
- 17.5 No employee shall be disciplined without just cause.
- 17.6 Gross misconduct is grounds for immediate termination. Such misconduct includes, but is not limited to, violence, theft, serious insubordination, dishonesty, willful destruction of property, physical harassment or sexual harassment.

ARTICLE 18 – SALARIES

18.1 Wage Increases for 2020, 2021, and 2022:

2020 Salaries: Effective January 1, 2020, bargaining unit salaries shall raise the amount of the formula in 18.4, which for 2020 is 4.07%.

2021 Salaries: On the first working day of September, 2020, the Employer's report of the number of represented non-members will be updated with the most relevant, current information possible and shared with members of the bargaining unit.

If the percentage of represented non-members in that report does not exceed ten (10) percent then the wage formula outlined in Article 18.4 shall apply to bargaining unit wages starting on the first working day of January 2021.

If the September percentage of represented non-members equals or exceeds ten (10) percent then the Employer's report of represented non-members will be reproduced on the first working day of October, 2020, November, 2020, and December, 2020. If in any of those months, the percentage of represented non-members falls below ten (10) percent, the wage formula in 18.4 shall be applied to wages starting on the first working day of January 2021. Otherwise, a salary re-opener will occur on December 2nd, 2020. If the parties fail to reach agreement on that wage reopener, this contract shall expire on December 31st, 2020. If an agreement is reached, this contract will remain in full effect.

2022 Salaries: On the first working day of September, 2021, the Employer's report of the number of represented non-members will be updated with the most relevant, current information possible and shared with members of the bargaining unit.

If the percentage of represented non-members in that report does not exceed ten (10) percent then the wage formula outlined in Article 18.4 shall apply to bargaining unit wages starting on the first working day of January 2022.

If the percentage of represented non-members equals or exceeds ten (10) percent then the Employer's report of represented non-members will be reproduced on the first working day of October, 2021, November, 2021, and December, 2021. If in any of those months, the percentage of represented non-members falls below ten (10) percent, the wage formula in 18.4 shall be applied to wages starting on the first working day of January 2022. Otherwise, a salary re-opener will occur on December 2nd, 2021. If the parties fail to reach agreement on that wage reopener, this contract shall expire on December 31st, 2021. If an agreement is reached, this contract will remain in full effect.

18.2 Coordinators: The Executive Director may assign a bargaining unit member to act as a coordinator to other staff. Coordinator duties may include activities such as coordinating work and schedules among a team and with others in the organization, providing guidance and direction for team members, reporting team work to the Executive Director, and ensuring operating procedures are followed. Coordinator roles shall be at the sole discretion of the Executive Director or designee.

Staff assigned as a coordinator shall receive a 5% pay premium.

18.3 Trainees: The Executive Director may hire new staff as trainees. Trainee positions are intended for those who require experience and training to reach the productivity and skills of a regular Union Representative or other applicable position. Designation of a new hire as a trainee shall be at the sole discretion of the Executive Director or designee. Removal of trainee status at any time is also at the sole discretion of the Executive Director or designee.

A staff member designated as a trainee shall receive 10% less pay than the standard rate.

18.4 Wage Adjustment Formula: When this formula is invoked by clauses in this agreement, salaries for bargaining unit members will be increased by 90% of the weighted average of the salary increases for members of PROTEC17 in the prior year, based on membership numbers as of the prior December 1st.

18.5 The Executive Director shall create working titles for all bargaining unit positions listed in this agreement that reflect the job duties assigned.

ARTICLE 19 – SABBATICAL PLAN

With advance approval after five (5) years of service, a sabbatical leave may be granted with Employer covered medical, dental and insurance benefits for up to three (3) months. The Employer may waive the usual vacation cap for employees planning a sabbatical and the term of the sabbatical will be individually negotiated between the employee and the Executive Director. An employee who is granted sabbatical leave will sign an agreement to reimburse the Employer for any benefits received should the employee decide not to return to work or to leave PROTEC17 before serving an amount of time comparable to that of the leave.

ARTICLE 20 – SENIORITY AND LAYOFF

- 20.1 Seniority shall be defined as bargaining unit service with PROTEC17.
- 20.2 Layoff shall be by seniority within the bargaining unit. Union representatives may not bump into program director positions unless they have previously held such position. Program directors may not bump into union representative positions unless they have previously held such position. Prior to any layoff, employees other than regular within the bargaining unit shall be removed from the payroll. This shall include temporary employees, student hires, part-time, and members on time loss. Seniority for the purpose of bumping rights shall be determined on the basis of time in the bargaining unit, not by time in a particular classification. Seniority is defined by date of hire, not hours worked.
- 20.3 The Employer agrees to notify the bargaining unit thirty (30) days in advance of any anticipated reduction in force.
- 20.4 Seniority rights shall terminate for the following reasons: termination, voluntary quit, or retirement.

ARTICLE 21 – HEALTH AND SAFETY

To assist employees with smoking cessation, the Employer will allow utilization of the funds in Article 5.4 to be used for smoking cessation programs.

ARTICLE 22 – TRAINING

The Employer recognizes the mutual benefit to be attained by affording training opportunities to employees, and shall provide information and access to training opportunities for its employees, within budgeted appropriations. The training opportunities shall be guided by, but not limited to, the overall objectives of encouraging and motivating employees to improve their personal capabilities in performance of specific tasks. All employees shall have equal access to training opportunities.

ARTICLE 23 – RESIGNATION

- 23.1 To help assure adequate transition, the Employer and Staff agree that an employee shall give a minimum of thirty (30) calendar days of notice for a resignation. The required 30-day notice period shall not include vacation days, holidays or any other approved time off, excluding sick leave.
- 23.2 Failure to provide the minimum 30 days notice may result in a delay in payment of cash out amounts, pursuant to Sections 23.3 and 23.4 of this agreement.
- 23.3 Employees who separate from employment shall receive payment for one hundred percent

(100%) of their accumulated vacation hours below the cap limits (384 hours).

- 23.4 Employees who separate from employment shall receive payment for twenty-five percent (25%) of their accrued but unused sick leave up to a maximum of \$12,000. Employees who separate from employment and would be eligible for retirement benefits under Social Security or State Retirement System Rules shall receive payment for thirty-five percent (35%) of their accrued unused sick leave up to a maximum of \$18,000. These maximum amounts for accrued but unused sick leave cash outs shall be applicable and ongoing effective December 31, 2021.

ARTICLE 24 – TECHNOLOGY REIMBURSEMENT

- 24.1 Recognizing that technology can enhance Field Staff employee efficiency, up to \$2,000 will be treated as a reimbursable business expense in a three-year period measured from the date on which reimbursement is made, for the purchase of technology to assist the employee in the performance of her or his assigned duties. The employee shall have broad discretion in selecting the technological equipment but must get advance approval from the Executive Director before incurring the expense. The employee is obligated to make the case for the business application of the desired equipment. It is not necessary that the purchased item be used exclusively for business purposes but there must be a substantial nexus to job efficiency.
- 24.2 Should any employee reimbursed in accord with this article separate from employment with PROTEC17, either voluntarily or involuntarily, before three (3) years from the date of reimbursement, the pro rata amount remaining in the three-year period, calculated on a monthly basis, shall be offset against the employee's vacation and/or sick leave cash out.
- 24.3 The purchased technological device shall be considered the employee's personal property.
- 24.4 At the completion of the three-year period, there shall be no further obligation to the employer.

ARTICLE 25 – COMPLETENESS AND TERM OF AGREEMENT

25.1 This agreement was reached after full opportunity of each party to raise and negotiate on all matters of concern and it constitutes the full and complete agreement between the Bargaining Unit and the Employer including all covenants, stipulations, practices and understandings. This agreement shall not be changed, altered, modified, or amended except as provided for otherwise in the terms of this contract or through mutual assent of the parties.

25.2 Upon its ratification by both parties, the agreement shall be in effect from January 1, 2020 through December 31, 2022. Provided such ratification occurs after January 1, 2020, all terms of this agreement shall be retroactive to January 1, 2020.

 05-15-20

Karen Estevenin Date
Executive Director
PROTEC17



Deidre Girard Date
5-19-20



Alex II Date
5-19-20



Shaun Van Eyk Date
5-19-20



Melissa Mafua Date
5-19-20

Representatives for Pacific Northwest Staff Union

Field Staff Salary Ranges

2020 Monthly Salary Ranges – 4.07% Increase from 2019

Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Bargaining Unit Staff	6945	7737	8092	8458	8844	9832