



**Office and Professional Employees International Union**  
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**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**BEHAVIORAL HEALTH RESOURCES**

**AND**

**OFFICE AND PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION LOCAL NO. 8, AFL-CIO**

**FOR THE PERIOD OF**

**JANUARY 25, 2017 THROUGH NOVEMBER 30, 2018**

COLLECTIVE BARGAINING AGREEMENT  
OPEIU LOCAL 8 – BEHAVIORAL HEALTH RESOURCES

TABLE OF CONTENTS

	<u>PAGE</u>
ARTICLE 1 – RECOGNITION .....	1
ARTICLE 2 – DEFINITIONS .....	1
ARTICLE 3 – MANAGEMENT RIGHTS .....	3
ARTICLE 4 – DUES DEDUCTION .....	4
ARTICLE 5 – UNION BUSINESS .....	5
ARTICLE 6 – HOURS OF EMPLOYMENT .....	6
ARTICLE 7 – INCLEMENT WEATHER .....	7
ARTICLE 8 – HOLIDAYS .....	8
ARTICLE 9 – VACATION LEAVE .....	10
ARTICLE 10 – CONFERENCE AND EDUCATIONAL LEAVES .....	11
ARTICLE 11 – SICK LEAVE .....	12
ARTICLE 12 – BEREAVEMENT LEAVE .....	12
ARTICLE 13 – HEALTH AND PARENTAL LEAVE .....	13
ARTICLE 14 – SENIORITY .....	14
ARTICLE 15 – EVALUATIONS .....	14
ARTICLE 16 – PROMOTIONS .....	14
ARTICLE 17 – LAYOFF AND RECALL .....	15
ARTICLE 18 – NONDISCRIMINATION .....	17
ARTICLE 19 – NOTICE OF DISCHARGE .....	17
ARTICLE 20 – MEETINGS .....	18
ARTICLE 21 – HEALTH AND WELFARE .....	18
ARTICLE 22 – MILEAGE REIMBURSEMENT .....	19
ARTICLE 23 – PENSION .....	20
ARTICLE 24 – RATES OF PAY .....	20
ARTICLE 25 – GRIEVANCES .....	22
ARTICLE 26 – HEALTH AND SAFETY .....	24
ARTICLE 27 – LABOR/MANAGEMENT MEETINGS .....	25
ARTICLE 28 – MERGER/SUCCESSORSHIP .....	26
ARTICLE 29 – SAVING CLAUSE .....	26
ARTICLE 30 – LIFE OF AGREEMENT .....	26
SCHEDULE "A" .....	28
APPENDIX "A" .....	29
APPENDIX "B" .....	32

## COLLECTIVE BARGAINING AGREEMENT

### BEHAVIORAL HEALTH RESOURCES

#### ARTICLE 1 – RECOGNITION

**Section 1.1** The Employer recognizes the Union as the exclusive bargaining representative for all covered employees located at all present and future facility locations designated by the classifications set forth in the attached schedule.

**Section 1.2** An employee not holding membership in the Union at the time of his employment shall sign an application for membership or shall sign an application for maintaining bargaining fee within 31 days following commencement of employment and maintain membership in the Union or pay the bargaining fee as a condition of continued employment.

**Section 1.3** The Employer agrees not to keep in his employ, in the classification listed herein, anyone who fails to tender period dues, initiation fees, uniformly required as a condition of employment. Anyone failing or refusing to pay the bargaining fee to the Union as provided above shall, upon demand of the Union, be released from the employ of the Employer. The bargaining fee shall equal the sum of the initiation fee and dues normally required of members of the Office and Professional Employees International Union Local 8.

**Section 1.4** The Employer shall notify the Union of all job openings within the bargaining unit. No employee shall be discriminated against by the Employer because of Union activity.

**Section 1.5** Nothing in this agreement shall lower any present working conditions or standard of wages.

#### ARTICLE 2 – DEFINITIONS

**Section 2.1 Regular Full Time Employee** – An employee regularly scheduled to work forty (40) hours a week).

**Section 2.2 Regular Part-Time Employee** – An employee regularly scheduled to work less than forty (40) hours per week. Part-time employees regularly scheduled to work less than twenty (20) hour per week will not be entitled to Employer paid benefits except as provided for in this agreement.

**Section 2.3 On-Call Employee** – An employee working intermittently in a casual status pursuant to Employer request for scheduling. If an on-call employee works a regular schedule for a period of 12 consecutive weeks (excluding coverage for vacation, medical leave other authorized leaves of absence) within the same job classification, shift and location, the bargaining unit may request the Employer perform an audit to evaluate if a new regular position should be posted within the unit. On-call employees will not be regularly utilized in lieu of creating or filling regular part-time or full-time positions.

If a regular position is posted pursuant to an audit of work and an on-call employee is selected for the position, he/she will become a regular part-time or full-time employee and be eligible for benefits as defined by this agreement. Vacation and sick leave accrual and eligibility for employer paid holidays shall commence on the first day of the pay period as permitted by the payroll processor. Where permitted by plan rules, the length of continuous employment in the regular schedule will count toward satisfying applicable wait periods associated with the benefit package, however, the effective date for participation in the plans may not precede the date the employee was selected for the regular position. The employee's seniority date will be the date the request for review was received by the Employer.

**Section 2.4 Temporary Employee** – Any employee hired to perform work assigned to bargaining unit job classifications for a limited period. Temporary employees may work in the same position for a period of time not to exceed 12 weeks for peak workloads or 6 months for Employer approved leaves of absence. BHR shall not pay a temporary employee an hourly rate of pay less than the minimum associated with the job classification to which they are assigned with the exception that temporary workers working under contract with an employment agency will be paid according to the terms of the Employer's contract with the employment agency. Temporary employees do not share in the benefits, rights or privileges associated with this labor agreement. Temporary employees will not be regularly utilized in lieu of creating or filling regular part-time or full-time positions.

If a regular position is posted pursuant to an audit of the work a Temporary employee is performing and the Temporary employee is selected for the position, he/she will become a regular part-time or full-time employee and be eligible for benefits as defined by this agreement. The employee's date of hire will be the date he/she is hired into the Regular position and he/she will be subject to the new hire probation period. The period of time the employee worked in a temporary status will not count toward satisfying any wait periods associated with the benefit package. The employee's seniority date and eligibility for Employer paid benefits will be the employee's most recent date of hire as a Regular employee.

**Section 2.5 Volunteers** – The Employer, Union and employees may agree that volunteers can be used to assist with duties other than the essential functions of bargaining unit jobs not to exceed an average of ten (10) hours a week per volunteer. Each month, the Employer shall provide to the Union a list of all volunteers, the number of hours per week each volunteer served, and the location where the volunteer served. The Employer agrees that volunteers will not be used for the purpose of eliminating position held by bargaining unit members or in lieu of hiring regular employees of the bargaining unit.

**Section 2.6** Employees hired through federal, state or local government programs or private agencies performing primary duties for the Employer shall be entitled to all provisions of this collective bargaining agreement. Primary duties are defined as duties regularly assigned to bargaining unit job classifications where the job assignment lasts more than 12 consecutive weeks. After 12 consecutive weeks of employment, commencing on the first scheduled work day, they shall become and remain members in good standing for the duration of employment or pay the bargaining fee as set forth in Article 1.

Employees hired under Section 2.6 shall be used to augment and support the work of regular bargaining unit employees and not to replace such employees. Management will notify the Union in advance of such employee hiring.

**Section 2.7** The Union recognizes that the Employer is a nonprofit corporation organized under the laws of the State of Washington to provide services as set forth in its articles of incorporation. The Union further recognizes that the vast majority of funds received by the Employer come from public funds that specify the manner in which funds may be expended. Further, the Union recognizes and agrees that nothing contained in this agreement shall amend, alter or take away those rights, duties and responsibilities specified in Chapter 71.24 RCW (the Community Mental Health Service Act), or any other statutes governing the operation and performance of the Behavioral Health Resources.

### **ARTICLE 3 – MANAGEMENT RIGHTS**

**Section 3.1** The Union recognizes that the Employer has the obligation of serving the public with the highest quality of behavioral health care, efficiently and economically and/or to meet behavioral health emergencies.

**Section 3.2** The Union further recognizes the right of the Employer to operate and manage the Agency, including the right to:

- a) Require standards of performance and maintain order and efficiency,
- b) Direct employees and determine job assignments and working schedules,
- c) Determine the materials and equipment to be used,
- d) Implement improved operational methods and procedures,
- e) Determine staffing requirements,
- f) Determine the kind and location of facilities and services,
- g) Determine whether the whole or any part of the operation will continue to operate,
- h) Select and hire employees,
- i) Promote and transfer employees,
- j) Discipline, demote and discharge employees for just cause, provided however, the Employer reserves the right to discharge any employee deemed to be incompetent in the opinion of the Employer based upon objective, job-relevant criteria and exercised in good faith,
- k) Lay off employees for lack of work,
- l) Recall employees,
- m) Require reasonable overtime work,
- n) Promulgate rules, regulations and personnel policies, provided that such rights shall not be exercised so as to violate any of the specific provisions of this Agreement.

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

#### **ARTICLE 4 – DUES DEDUCTION**

**Section 4.1** The Employer agrees to deduct Union initiation fees and dues or bargaining fees of each covered employee. The Employer agrees to promptly forward such initiation fee, bargaining fees and dues to the office of the Union monthly along with a roster of all employees and amount submitted for each. The Union agrees to file an initiation fee and dues deduction assignment form with the Employer for each covered employee prior to such deductions.

**Section 4.2** Employer shall furnish the Union each month with a list of all bargaining unit employees which will include the following information: name, job title, date of hire, work location, assigned FTE, rate of pay, address, actual hours worked, amount of dues deducted and year to date due deducted. The monthly report will identify membership status as active (A), new (N) or terminating (T).

**Section 4.3 Political Action Fund Deduction.** The Employer shall deduct the sum specified from the pay of each member of the Union who voluntarily executes a political action contribution authorization form. The amount deducted and a roster of employees using the voluntary deduction will be transmitted directly to the Union's Political Action Fund at the same time that dues are submitted. The Union and each employee authorizing the assignment of wages for the payment of voluntary political action contributions hereby agrees to indemnify and hold the Employer harmless from all claims, demands, suits and other liability that may arise against the Employer for or on account of any PAC Fund deduction made from the employee's wages.

**Section 4.4 OPEIU Hardship Fund Deduction.** The Employer shall deduct the specific sum from the pay of any member of the unit who voluntarily executes an OPEIU Local 8 Hardship Fund Check-Off Authorization form. When filed with the Employer, the authorization form will be honored in accordance with its terms. The authorization form will remain in effect until revoked in writing by the employee. The amount deducted and a roster of all employees using payroll deduction for voluntary Hardship Fund contributions will be promptly submitted to the Union by separate check payable to its order. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deductions. The Union and each employee authorizing the assignment of wages for payment of voluntary contributions to the Union's Hardship Fund hereby undertake to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on behalf of any deduction made from wages of such employee.

## **ARTICLE 5 – UNION BUSINESS**

**Section 5.1** The Union shall have the right to post notices of their activities and matters of organizational concern on a designated bulletin board in each BHR controlled work site.

**Section 5.2** The Union shall appoint bargaining unit members to serve as Shop Stewards and notify the Employer of each appointment within reasonable period of time and prior to the time the individual assumes the role. As a general guide, the number of Shop Stewards should not exceed two (2) per work location.

**Section 5.3** A Union representative shall be allowed admission to the Employer's place of business with notice to the Director of Human Resources, his/her designee or the manager/director in charge of a work location during working hours. Such visits shall not interfere with or disturb employees in the performance of their work during working hours and shall not interfere with client care. The union representative will have a signed oath of confidentiality on file at each location.

The Union shall be permitted to use, with limited restrictions, facilities of the Employer for meetings of the local bargaining unit, with or without a Union representative present. Bargaining unit meetings may not be held on Employer paid time or interfere with Employer business. Meetings may not be held in residential facilities or facilities providing 24/7 consumer services due to the nature of the services provided.

On days the worksite is open, Union representatives may arrange to meet with bargaining unit members without prior notice to the Employer. Meetings are to be held in non-work areas and during non-work times. Meeting rooms may be arranged in advance with reasonable notice given to the location/program manager stating the time, type and purpose of the meeting. Meeting rooms will be reserved per the room scheduling process for the location.

With 2-days advance notice to the Human Resource Director, the Union is permitted to use large meeting rooms located in primary office sites for intra-agency union membership meetings before or after regular work hours Monday through Friday. Primary office sites are defined as locations providing services on an outpatient basis and/or performing administrative functions. Regular work hours are defined as 8 AM to 5:30 PM. For security reasons, intra-agency membership meetings may not occur before 6:30 AM or end later than 9 PM.

**Section 5.4** Investigative meetings called by the Employer during work hours that require the participation of an employee and/or Shop Steward shall be paid time when the hours fall within the employee's and/or Shop Steward's assigned hours of work.

**Section 5.5 Electronic and Digital Communications.** Union members may use Employer operated phone or e-mail to request representation by the Union and/or shop steward. In addition, shop stewards may use Employer owned/operated equipment to communicate with the Union and/or the Employer for the exclusive purpose of administration of the Agreement. Such use will:

- a) Result in little or no cost to the Employer;
- b) Be brief in duration and frequency;
- c) Not interfere with the performance of their work duties or the duties of others;
- d) Not distract from the conduct of Employer business;
- e) Not disrupt other employees and will not obligate other employees to make a personal use of Employer resources; and
- f) Not compromise the security or integrity of Employer information or software.

The Union and its members will not use the above-referenced Employer equipment for Union organizing, internal Union business, advocating for or against the Union in an election or any other purpose prohibited by Employer policy. Communication that occurs over Employer-owned equipment is the property of the Employer and may be disclosed by it.

**Section 5.6** The Union shall use its best efforts as a labor organization to aid and assist the Employer in its relations with its employees and to promote harmony and accord within the Employer's organization.

## **ARTICLE 6 – HOURS OF EMPLOYMENT**

**Section 6.1** Workday and workweek schedules shall be determined by the Employer. The Employer shall give the employee fourteen (14) calendar days of notice before changing the employee's work schedule, except in the case of emergency. New Employees will be assigned the FTE and work schedule listed on the job posting associated with the position for they were hired.

**Section 6.2 Standard Work Week and Standard Workday.** A standard workday is defined as a consecutive 24 hour period, 12 A.M. through 11:59 P.M. A standard workweek is defined as Sunday 12 A.M. through Saturday 11:59 P.M.

**Section 6.3 Normal Workday and Normal Work Period.** A normal workday shall consist of eight (8) hours of work to be completed within nine (9) consecutive hours. The normal work period shall consist of forty (40) hours of work in the standard workweek.

**Section 6.4 Alternative Work Schedules.** Alternative work schedules are those regularly scheduled hours of work in a standard workday that are greater or fewer in number than a normal workday. Alternative work schedules may be assigned by the Employer on the basis of business need or requested by the employee as a work schedule preference. When requested by the employee, the Employer and employee will endeavor to establish a mutually acceptable work schedule. In the event a mutually acceptable work schedule cannot be established, the Employer shall set the workday/workweek schedule after giving consideration to the employee's request, consumer needs and the needs of the Employer.

Examples of alternative work schedules are ten (10) or twelve (12) hour shifts.

**Section 6.5 Overtime.** All overtime must be authorized by the Employer.



For employees who work hours of work beyond those that are scheduled for the day, the additional hours of work will be paid at one and one half (1.5) times the employee's regular rate of pay.

In all cases, employees working more than forty (40) hours in the standard work week will be paid at one and one half (1.5) times the employee's regular rate of pay for each hour beyond forty (40).

All hours of overtime will be paid by the Employer on the pay day associated with the pay period in which the work occurred. At the employee's request, unpaid time away from work at the rate of 1.5 hours for each hour worked as overtime may be scheduled within the same pay period. The time must be coded Leave Without Pay (LWOP) on the timesheet. The unpaid leave must be approved by the Employer in advance.

Overtime shall be offered to employees by their seniority ranking within the job classification provided they are qualified to perform the work.

**Section 6.6 Rest Periods.** Employees are entitled to one fifteen (15) minute period for each four (4) hours worked per day, to be taken as nearly as possible in the middle of each four (4) hour shift.

**Section 6.7 Meal Break.** Employees shall receive an unpaid meal period of one-half (1/2) hour when scheduled to work five (5) hours per day or more.

## **ARTICLE 7 – INCLEMENT WEATHER**

**Section 7.1** An employee is expected to report to work regardless of weather conditions if he/she can possibly do so. An employee who is unable to get to work or who has approval to leave work early because of weather conditions shall charge the time missed against accrued vacation leave, personal holiday or leave without pay. Tardiness due to an employee's inability to report for scheduled work because of severe weather or conditions caused by such weather may be allowed up to one (1) hour at the beginning of the work day, at the sole discretion of the Employer; inclement weather tardiness in excess of that allowed by the Employer shall be charged as provided above.

**Section 7.2** An employee is expected to report for work regardless of weather conditions if he/she can possibly do so. Employees must weigh factors affecting the safety of travel (including road conditions, the condition of a vehicle, necessity of traction devices, weather reports, etc.) and decide whether the risks associated with travel to the workplace are acceptable. The Employer does not require employees to travel in conditions that pose an unacceptable risk to safety.

**Section 7.3** Hours of work and compensation associated with temporary emergency closure of a facility, inclement weather, unsafe road conditions or other factors affecting facilities and travel within the context of this article are directly linked to the decision making responsibility of the Employer and the Employee:

- a) When the Employer elects to not open a facility, delays opening a facility or closes a facility during scheduled business hours, employees will be compensated for their regular hours of work.
- b) The closure of an office does not automatically relieve an employee from the responsibility of reporting for work. Based on service needs, an employee may be contacted by his/her supervisor for reassignment for the day.
- c) When the Employer has not closed a facility and an employee elects to not travel to work, is unable to travel to work, delays traveling to work, arrives late to work or leaves work early, the employee may utilize vacation, Personal Holiday or accept leave without pay. Personal Holiday must be used in whole day increments.

### ARTICLE 8 – HOLIDAYS

**Section 8.1** The following holidays shall be granted without deduction in pay:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
Presidents Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Day	December 25
Day after Christmas	December 26

**Section 8.2** When a designated holiday falls on Sunday, the holiday shall be observed on Monday. When a designated holiday falls on Saturday, the holiday shall be observed on Friday. When Christmas is on Friday, Thursday and Friday will be observed as holidays. When Christmas is on Saturday, Friday and Monday will be observed. When Christmas is on Sunday, Monday and Tuesday will be observed. If any of the above holidays falls within an employee's approved vacation period, that day will not be deducted from annual leave. Any work performed on a holiday or day observed as such shall be paid for at one and one-half times (1.5x) the regular hourly rate of pay in addition to regular holiday pay, provided that such work is authorized by the Employer.

**Section 8.2.1** Programs that continue operations on Employer holidays scheduled per 8.2 above for Christmas and the day following, New Years Day, and Independency Day, may opt to observe the actual holidays and assign premium pay to those dates in place of the dates of observance cited in Article 8.2.

**Section 8.3** Regular part-time employees working a regular schedule will be entitled to pro rata pay for Employer designated holidays. If a holiday falls on a part-time employee's regularly scheduled day off, the supervisor shall designate either the day preceding the holiday or the next scheduled work day after the holiday as the employee's day off.

**Section 8.4** Regular full-time and part-time employees (including employees working an

alternative schedule) shall be paid one and one half (1.5) times the regular hourly rate of pay for all hours worked on a holiday. In addition to hours worked on the holiday, employees will be paid the holiday benefit hours for which they qualify based on current FTE. The employee may arrange, however, with the supervisor's approval, to utilize the holiday benefit to which he/she is entitled on another day in the week immediately preceding or immediately following the holiday as unpaid time away from work. The unpaid time must be coded as "comp-time" on the timesheet.

If a holiday falls on a full-time or part-time employee's regularly scheduled day off, the employee may arrange, with the supervisor's approval, to utilize the holiday benefit on another day in the week immediately preceding or immediately following the holiday. If a day cannot be arranged to utilize the holiday benefit, a regular full-time employee will be paid 8 hours of pay at his/her regular hourly rate. In like manner, a regular part-time employee will be paid a prorated number of hours based on his/her FTE.

**Section 8.5** If a holiday falls during an employee's vacation, the employee will receive his/her regular holiday pay. Vacation hours may be added to holiday hours to make total hours for the day commensurate with hours the employee would have been scheduled to work.

**Section 8.6** When, due to an alternative work schedule or part-time status, inclusion of the holiday benefit does not equal the number of paid hours the employee would normally receive for the day on which the holiday falls, the employee may use accrued annual leave to bring paid hours to the number he/she would normally receive for the day.

**Section 8.7** In the event the holiday falls on a day the employee is scheduled to work but is absent due to illness/injury, the employee may utilize accrued sick leave up to the number of paid hours he/she would normally have received for the day. The employer may request a doctor's verification of illness/injury. If the employee does not provide a doctor's verification of illness/injury, the employer may modify the employee's sick leave accrual and deduct the paid hours from the employee's next check.

**Section 8.8** Two Personal Holidays per year may be taken when mutually agreeable to both employee and supervisor and is considered to be an eight (8) hour day for regular full-time employees. Employees working a ten (10) hours day may add vacation hours to personal leave hours up to the number of hours regularly worked that day. Regular part-time employees working a regular schedule will be entitled to the proportionate time they are scheduled to regular full-time employment. Failure to request a personal holiday will result in loss of the holiday. A personal holiday may not be carried forward to the next year, unless a supervisor denies the employee a proposed personal holiday that has been timely requested.

**Section 8.9** Holiday pay for programs with partial days of work. When an office closes on a recognized holiday for which the employee is scheduled to work less than a full day, the employee will receive the full holiday benefit pay for which he/she qualifies. In addition the employee may request unpaid time off in the preceding or following week equivalent to the number of holiday benefit hours he/she received minus the number of hours he/she would have worked on a regular schedule for the day on which the holiday fell. The unpaid time must be coded as leave without pay on the timesheet. Unpaid time off may be taken only with the supervisor's approval.

**ARTICLE 9 – VACATION LEAVE**

**Section 9.1** Regular full-time employees hired on or before June 30, 1988, shall accrue vacation leave at the rate of 13.5 hours per month, or 162 per year. Regular full-time employees hired after July 1, 1988, shall accrue vacation leave hours at the rate of ten (10) hours per month on a full-time basis for a total of one hundred and twenty (120) hours per year during the first twelve (12) month of employment. Thereafter, such employee shall accrue eight (8) additional hours of vacation leave for each year of employment to a maximum of one hundred and sixty (160) hours per year. Paid vacation leave shall be used on an hourly basis or in 15-minute increments thereof. Vacation leave hours may be accumulated; however, no more than one hundred and ninety (190) hours will be carried over on the first day of the pay period of the annual anniversary date of hire or, where different, the first day of the pay period of the benefit anniversary. It is the responsibility of the employee to utilize vacation hours in a manner that does not result in forfeiture of hours. The Employer will, however, endeavor to provide a 3-month advance notice to those employees who are approaching the maximum accrual number. It is the responsibility of the employee to meet with his/her supervisor and develop a mutually acceptable plan of utilization that will be presented to the program manager or director for approval. A reasonable attempt will be made to schedule vacation leave on a regular basis for each employee in order to maintain a high level of performance. A vacation schedule shall be prepared by the Employer at the beginning of every month based on the requests submitted by employees. Employees may not request vacation dates greater than six months from the beginning of the month in which the request is made. Senior employees shall be given preference in selecting vacations. Once approved, vacation scheduling shall not be changed unless agreed upon between Employer and employees. Senior employees may not bump less senior employees from the approved vacation schedule. No more than two (2) consecutive weeks will be scheduled at any one time due to hardship placed on staff providing back-up coverage, unless mutually agreed between Employer and employee. Requests for leave covering periods in excess of two (2) weeks at one time shall be supported by documentation detailing the continuity of workload coverage during the total period of absence. Employees may not schedule hours of vacation beyond what will be available in the employee’s accrual bank on the first day of the pay period in which the vacation is scheduled to end.

**Section 9.2** When a regular employee separates from employment with the Employer, the employee is entitled to payment for any un-liquidated vacation leave, at the rate of his/her final compensation.

Eligible employees will accrue vacation leave on all paid hours at the rates associated with the years of continuous employment listed in the following schedule.

<i>Years of Continuous Service</i>	<i>Accrual Per Hour</i>	<i>Typical Accrual Per Month</i>	<i>Typical Annual Accrual</i>
1 Year or less	.057692	10.00	15 Days
2	.061538	10.66	16 Days
3	.065384	11.33	17 Days
4	.069231	12.00	18 Days
5	.073076	12.66	19 Days
6+	.076923	13.33	20 Days

**Section 9.3** Vacation leave may not be used by an employee until the first day of the first pay period following six (6) months of qualifying employment.

**Section 9.4 Leave Sharing.** Employees may donate vacation leave to another regular full or part time employee under the following circumstances:

- a. The receiving employee must have exhausted all of his/her available accrued paid leave time (including vacation, sick leave, personal holiday or comp-time) and would have to take unpaid leave or terminate employment in the absence of donated leave.
- b. The receiving employee or qualifying family member (See 6.14 for a definition of family member) has a serious health condition as defined by FMLA guidelines.
- c. The receiving employee is the primary care giver for the qualifying family member.
- d. The receiving employee will be paid one hour of sick leave at his/her regular rate of pay for each hour of vacation that is donated.
- e. While on leave, the receiving employee will continue participation in all BHR benefits associated with being on paid leave status consistent with the number of paid hours he/she receives.
- f. The employee may receive up to 520 hours of vacation leave from other employees to be credited as sick leave each calendar year.
- g. A physician's statement verifying the existence of a serious health condition and its expected duration is required.

**Section 9.5 Leave Donation.** An employee may transfer accrued vacation leave to be used as sick leave to another employee under the following circumstances:

- a. The employee transferring the vacation leave must retain a balance of no less than eighty (80) hours of vacation leave after the transfer of hours.
- b. Shared leave hours must be approved by the respective supervisors of the donor and recipient with final approval provided by the Director of Human Resources.
- c. The value of any unused leave that was transferred by more than one employee will be returned to the original donors on a pro rata basis when administratively feasible.

## **ARTICLE 10 – CONFERENCE AND EDUCATIONAL LEAVES**

**Section 10.1** Upon written employee request, continuing Education Leave with pay may be granted, upon approval of the Director or his designee, for attendance at training or educational events related to the interests of the Center, not to exceed fifty-six (56) hours per year.

**Section 10.2** In addition to the above, each full time employee who has been employed for one year shall be guaranteed a minimum of \$250.00 (or a prorated amount based on FTE) per year for use in either conference or educational leave. During the first year of employment, employees will receive a prorated amount of \$250.00 based the date of hire and FTE. The agency may, at its discretion, approve additional education funds to individuals.

## **ARTICLE 11 – SICK LEAVE**

**Section 11.1** Eligible employees will accrue sick leave on all paid hours. Sick Leave hours shall be earned at the typical accrual rate for a full time employee of eight (8) hours per pay period (.046153 hours of sick leave for each paid hour), or 96 hours per year to a maximum of five hundred and twenty (520) hours. Paid Sick Leave shall be charged on an hourly basis. Sick leave hours shall be accumulated from year to year, and shall be granted when an employee is required to be absent from work due to illness, injury or other medical condition of the employee or immediate family members consistent with the Washington Family Care Act and the Family Medical Leave Act. Employees may use their choice of sick leave or other paid time off to care for a child with a health condition that requires treatment or supervision, or to care for a spouse, parent, parent-in-law, or grandparent who has a serious health condition or an emergency health condition, and to care for children 18 years and older with disabilities. Grandparents-in-law, grandchildren, and siblings are not included.

**Section 11.2** Absence due to illness or injury shall be reported at the beginning of the workday and at the start of each workday thereafter. A doctor's statement identifying the anticipated length of absence due to a serious health condition may substitute for daily notification to the Employer, however, the employee must notify the employer and return to work when released by the physician to do so prior to the anticipated return date. The Employer may require a doctor's certificate for abnormal usage of Sick Leave.

**Section 11.3** Employees who do not qualify for Health or Parental Leave as provided below but are unable to work due to an injury or an extended illness, may utilize accrued sick leave until it is exhausted, at which time accrued vacation leave, long-term disability per the terms of the Employer's benefit program, and applicable leaves of absence shall automatically be used until they too have been exhausted, however, the period of leave may not exceed that permitted to employees eligible for Health or Parental Leave. After the Sick Leave has been exhausted, the order in which the other types of leave are to be used will be at the option of the employee. A medical leave of absence may be granted by the Chief Executive Officer for a period of up to one year with no loss of seniority.

**Section 11.4** At the time of termination or retirement, after seven (7) years of employment, employees in good standing shall be compensated for fifty percent (50%) of up to 520 hours. (Note: good standing is defined in Appendix G)

- a) Effective May 1, 2014, Article 11.4 shall not apply to employees newly hired into the bargaining unit or rehired into the bargaining unit after a break in service.

## **ARTICLE 12 – BEREAVEMENT LEAVE**

**Section 12.1** In the event of a death in the family, bereavement leave of five (5) days will be provided with pay per event

**Section 12.2** For purposes of Bereavement, family member is defined as: spouse, parents, siblings, grandparents, children, step-parents, step-children, grandchildren, mother/father-in-law, brother/sister-in-law, spouse's grandparents, spouse's grandchildren,

domestic partner or a more distant relative if living as a member of the employees household for minimum of one (1) year.

### **ARTICLE 13 – HEALTH AND PARENTAL LEAVE**

**Section 13.1** After one (1) year of continuous employment, to include at least 1,250 hours worked, permission shall be granted for a leave of absence for the birth or adoption of a child, or for a serious health condition, or to care for a family member (spouse, child parent) with a serious health condition. Thirty (30) days notice must be given when foreseeable or as soon as is practicable under the circumstances. Such leave shall be granted not more than once in any twelve (12) month period without loss of seniority or benefits. Accrued sick leave must be used prior to taken unpaid leave of absence, and a medical certificate may be required.

Requests for health or parental leave for more that six (6) months but not to exceed one year (365 days) may be approved under special circumstances by the Employer. The approval will include a written agreement that will establish the terms of the extended leave and the employment status of the individual upon return to work.

**Section 13.2** Health or parental leave shall be granted for up to twelve (12) weeks during which the Employer will continue to pay their portion of medical benefits. In the event that the employee does not return from the leave of absence, employee may be required to reimburse Employer for premiums paid during the period of leave. An employee on health or parental leave for up to twelve (12) weeks shall be entitled to return to his or her prior position or, consistent with the job posting and selection sections of this Agreement, any other available position for which he or she is qualified.

**Section 13.3** Health or parental leave may be granted for a period longer than twelve (12) weeks but not to exceed six (6) months during which the employee will be eligible for self-paid coverage under the medical benefits plan. At the end of the leave period, the employee will be considered for any available position in the same pay group as the prior position for which he/she is qualified.

**Section 13.4** Pregnancy Disability Leave. Consistent with state law governing pregnancy disability leave an employee with a pregnancy-related disability is entitled to time off and job protection. The Employer will provide an employee a leave of absence for the period of time that she is sick or temporarily disabled because of pregnancy or childbirth and will treat an employee on pregnancy related leave the same as other employees on leave for sickness or other temporary disabilities. The Employer will allow an employee to return to the same job, or a similar job of at least the same pay, if she has taken a leave of absence only for the actual period of disability relating to pregnancy or childbirth. The actual period of disability relating to pregnancy or childbirth will be determined by a physician. The Employer's refusal to return an individual to work must be justified by adequate facts concerning business necessity.

As an FMLA qualifying event, pregnancy disability leave runs concurrently with FMLA regarding the period during which the Employer is obligated to continue medical insurance, however, when determining the total permissible time away from work, the period of disability leave is added to the 12-weeks of FMLA.

## **ARTICLE 14 – SENIORITY**

**Section 14.1** Newly-hired employees shall be considered on a probationary basis for a period of ninety (90) days from date of hiring. However, the probation period may be extended by the Employer for an additional ninety (90) days for special circumstances.

**Section 14.2** During the term of the probationary period, such employees shall be entitled to all rights and privileges of this agreement, except with respect to discharge. Such employees may be terminated any time during this period without recourse whatsoever.

After the completion of the probation period, seniority shall be effective as of the original date of employment.

**Section 14.3** Seniority shall mean length of continuous service with the Employer as a bargaining unit member.

**Section 14.4** An employee shall lose all seniority rights for any one or more of the following reasons:

- a) Voluntary resignation;
- b) Discharge for just cause;
- c) Failure to return to work within five (5) working days after being recalled by registered mail, return receipt requested, unless due to actual illness or accident. (The Employer may require substantiating proof of illness or accident.)
- d) Layoff for a continuous period of more than one year.

**Section 14.5** All rights in this contract shall, where applicable, be prorated at the time the FTE of an employee changes.

## **ARTICLE 15 – EVALUATIONS**

**Section 15.1** The performance of each employee will be evaluated with the employee as needed during the three (3)-month probationary period and written evaluation submitted at the completion of the three (3)-month probation period.

**Section 15.2** Written evaluations shall occur annually thereafter on or near the employee's anniversary date of hire. Such evaluations shall be reviewed together by the evaluator and employee, signed by each, and filed in the employee's personnel file. An employee shall have the opportunity to file a supplementary written statement.

## **ARTICLE 16 – PROMOTIONS**

**Section 16.1** Promotion is hereby defined as a move from a lower grade to a higher grade. It is the intention of the Employer to fill job vacancies from within the company before hiring new



employees, providing employees are available with the necessary qualifications to fill the vacant position.

**Section 16.2** The Employer will post all new and vacant bargaining unit job classifications on the electronic bulletin boards on the BHR website and intranet, as well as an email to all employees to insure the widest possible notification of bargaining unit members of job opportunities. This notice will remain on the bulletin board for seven (7) calendar days and include job title, pay grade and a brief description of job duties, including qualifications and necessary skills. Only those employees who make application during the seven (7) day period will be considered for the job and will be permitted to file a grievance against the final decision. Following the 7-day posting period bargaining unit members may apply for vacancies but will not be permitted to file a grievance against the final decision made by the Employer.

New hires and bargaining unit members newly hired into positions shall not again apply for posted positions or request transfers for six (6) months. Exceptions may be made by the Employer due to business need or due to unusual circumstances brought forward by the employee and shop steward for discussion. The six (6) month wait period begins on the date the employee begins fulltime training for the newly accepted position or on mutually agreed date and does not apply to individuals entering a job due to a bumping process or returning to a job due to reversion within a trial service period. The individual may apply for all posted positions within the bargaining unit until the date fulltime training for the newly accepted position begins.

**Section 16.3** Promotions shall be made on the basis of seniority and qualifications. In the event two or more employees have the same relative qualifications, the employee with the greatest seniority shall be selected. An employee who is promoted to a higher position shall be placed on step one of the new job classification or the nearest step within the pay grade that results in a minimum five percent (5%) increase in pay. All employees so promoted shall be placed on the higher rated job for a trial service period of thirty (30) days. In the event the employee does not successfully pass the trial service period, such employee shall be given his former position without loss of seniority or pay associated with that job.

**Section 16.4** An employee may apply for and may receive a transfer to a position in the same job classification or another classification within the same pay grade. An employee so transferred shall receive the same salary as in his former position. In the event the employee does not successfully pass the thirty (30) day trial service period, such employee shall be given his former position without any loss of seniority or pay. An employee who is bumped due to reversion will return to his/her former job without loss of seniority or pay associated with that job with the exception that a person returning to a lower pay grade will receive a one step increase in pay.

**Section 16.5** Regular part-time employees are eligible for full-time job vacancies in accordance with Section 16.2 and Section 16.3 of this Article.

## **ARTICLE 17 – LAYOFF AND RECALL**

**Section 17.1 Notice.** The Employer will give the Union and individuals within the affected job classifications(s) at least thirty (30) days advance written notice of a layoff identifying the reasons for the action and the anticipated number of employees affected. Within five (5)

business days following notification, the Employer will provide the Union with a roster of all bargaining unit employees. In addition, the Employer will provide the Union with its most recent posting of vacant positions.

Upon request the parties will meet concerning the reason for the action and explore possible alternatives to layoff, as well as review the procedure, order of layoff and severance options. If the cause of the layoff is lack of funds or revenue the employer will provide the current fiscal year budget and monthly financial statements for that purpose. The parties shall make a good faith effort within ten (10) calendar days to schedule and conduct such a meeting.

All full-time and part-time employees affected by the layoff action will be given advance written notice of layoff or pay in lieu thereof, based on scheduled hours missed, at least fourteen (14) calendar days prior to the layoff or staffing adjustment.

The Employee with the least amount of seniority in the affected classification at a work location will be the first laid off from the job. He/she, in turn, may replace an employee in the same or lower grade at the same or other location, providing he/she has the qualification to perform the job satisfactorily and has greater seniority. Employees who are displaced from their jobs as a result of such bump back procedure may themselves move back and replace employees in the same or lower grade at any location, providing such employee has the necessary qualifications and seniority. (Pay for such transferred employee shall be in accordance with PROMOTIONS, Article 15.) Employees who have suffered one bump back shall be given credit for full business-wide seniority in the lower classification for purposes of any future downward moves.

**Section 17.2** In the event of a demotion as a result of bumping an employee so demoted, who is actively performing the job, shall receive the maximum of the lower position or his present salary whichever is lower. Employees displaced during the course of a bumping process who are not actively performing the job will retain the rate of pay associated with their previous position and retain the right to exercise seniority within the bumping process a second time. An employee demoted due to bumping may choose to return to the position from which he/she was bumped if that job becomes vacant within twelve (12) months of the date of the bump; he/she remains qualified to perform the job; and, he/she was not under disciplinary action at the time of the bump.

**Section 17.3** An employee to be laid off shall receive two (2) weeks' notice or pay in lieu thereof.

**Section 17.4** Any employee laid off shall be placed on the recall list for a period of one (1) year.

**Section 17.5** The Employer agrees to pay full medical and dental premiums for Regular full time and part time employees participating in these plans that are laid off for periods of less than ninety (90) days. Employees are responsible for payment of premiums for dependent coverage. In the event the layoff exceeds ninety (90) days, employees so affected will be given the right to continue this coverage through direct payments to the insurer, provided that such right shall not exceed a period of 18-months (or other longer period the covered individuals qualify for under COBRA guidelines).

**Section 17.6 Recall.** Employees who have lost employment due to layoff will be placed on a reinstatement roster for a period of twelve (12) months from the date of the action. There will be no loss of benefits or previously accrued seniority if the individual is recalled within twelve (12) months.

Individuals on the recall roster who are qualified to assume a vacant or open position within the bargaining unit shall be given opportunity to do so prior to newly hiring an individual into the unit. As vacancies occur, employees qualified to perform the job will be recalled in order of seniority providing that an individual's skill, competence, ability and experience are considered substantially equal in the opinion of the Employer. A less senior employee may be given preference over a more senior employee if there is written substantial documentation of a skill set the Employer needs to provide required program services. When a vacancy occurs, the Employer reserves the right to determine whether to recall an individual or to redistribute hours among existing staff within the job classification.

**Section 17.7** An employee recalled and reinstated to the former position held shall receive his former rate of pay in addition to any wage increases which were applied to his job classification during the period he/she was on the recall list.

**Section 17.8** Any notice of re-employment to an employee who has been laid off shall be made by registered mail to the last known address of such laid-off employee. Employee must respond within five (5) working days of receipt of registered mail or they will be removed from the recall list.

**Section 17.9 Letter of Reference.** If requested, the Employer agrees to write a letter of reference for any employee who is laid off.

## **ARTICLE 18 – NONDISCRIMINATION**

**Section 18.1** The Employer will not discriminate against an employee for Union activity.

**Section 18.2** Neither the Union or the Employer shall discriminate in conformance with applicable federal, state and local discrimination laws.

**Section 18.3** Fully recognizing the Employer's right to establish and enforce rules, and counsel and discipline employees, the Union and the Employer agree employees shall work in an environment free from unwarranted harassment that is within the control of the parties.

## **ARTICLE 19 – NOTICE OF DISCHARGE**

**Section 19.1** No employee shall be disciplined or discharged except for just cause. Regular employees discharged by the Employer for just cause shall be given two weeks' notice or two weeks' pay in lieu of notice. Regular employees who desire to terminate their employment voluntarily shall give the Employer two weeks' notice prior to the termination date selected and, if requested by the Employer, shall, during the period of notice, assist with the replacement. Regular employees who fail to give proper notice shall lose all accrued benefits normally paid at the time of termination.

**Section 19.2** Employees who have been discharged by the Employer shall, upon request by the employee, be given a written statement of the cause of discharge at the time of discharge or within three (3) working days thereafter.

The Employer shall use a uniform system of written warning notices for poor work performed, formal reprimands and suspensions. Employees shall be given an opportunity to read, sign and answer all letters of warning or performance evaluations before placement of such material into their personnel file. Copies of these notices shall be given to the employee at the time formal disciplinary action is taken or within two working days thereafter. The employee shall be requested to sign the written warning notice. The employee's signature thereon shall not be construed as admission of guilt or concurrence with the reprimand, but rather shall be requested as an indication that the employee has seen and comprehends the gravity of the disciplinary action taken. Employees shall have the right to review and comment on letters of warning and performance evaluation currently in their personnel file. Upon request by the employee, the Union will be notified of all warning letters. At the employee's option, evaluations and warning letters are subject to the grievance procedure.

**Section 19.3** Employees may review their personnel file upon request to the Human Resource Director or his/her designee. No material that may be detrimental to the employee's employment status shall enter his/her personnel file without the employee's knowledge.

**Section 19.4** Upon request of the employee, disciplinary action documentation shall be removed from the employee's personnel file after four (4) years from such time the employee received said notice provided there has been no recurrence of the infraction.

**Section 19.5** Employees covered by this Agreement shall have the right to have a shop steward and/or a union representative present at all disciplinary meetings.

## **ARTICLE 20 – MEETINGS**

Employer called meetings shall be held on company time with the appropriate pay to employee for such time involved. The Employer agrees to pay up to two bargaining unit employees for two collective bargaining sessions if those sessions are held during the employees' normally scheduled shifts.

## **ARTICLE 21 – HEALTH AND WELFARE**

**Section 21.1** Effective the 1<sup>st</sup> day of the month following the month of hire, bargaining unit members working thirty (30) hours a week or more will be eligible to receive medical and dental insurance coverage. Commencing on August 1, 2016, medical coverage will be provided through the SEIU 775 Trust Plan C. Dental coverage will be continues to be provided through a plan selected by the Employer. The Employer will pay the full dollar amount of premiums for employee only coverage for the medical plans in effect on August 1, 2016. Any future change in the Employer contribution will be negotiated by the parties. Full premiums will be paid by the Employer for employee only dental coverage.

**Section 21.2** Regular part-time employees who work 20-31 hours are eligible for health benefits at a prorated amount (# of hours divided by 40 = percentage paid by Employer).

**Section 21.3** Effective the 1st of the month following thirty (30) days of employment, the Employer shall pay the full premium for dental for all regular employees working at least thirty-two (32) hours per week. Employer contributions shall be made to the insurance carrier on or before the tenth of each calendar month.

**Section 21.4** Regular part-time employees working 20-31 hours are eligible for dental benefits at a prorated amount (# of hours divided by 40 = percentage paid by Employer).

**Section 21.5** It is recommended that any employee, especially those spending more than four (4) hours a day working on a computer display, take advantage of current medical benefits and have at least an annual eye examination. Any employee experiencing health difficulties possibly related to computer use is encouraged to discuss this with the supervisor.

**Section 21.6 Ergonomics.** Computer operators shall be given training in the proper ergonomic set up of computer workstations. Workers will receive full compensation for this time.

**Section 21.7 Maintenance of Benefits.** The Employer will continue in full force and effect all its current benefits including medical, dental, vision, long term disability, and life and pension benefits currently in effect for the term of this Agreement. As a result of any plan changes that would reduce the level of benefits or increase the employee's out-of-pocket costs the Employer will negotiate with the Union prior to implementation of the change.

## **ARTICLE 22 – MILEAGE REIMBURSEMENT**

**Section 22.1** On a limited basis, the Employer makes automobiles available to staff for use when traveling on Employer business. Employees should use Employer automobiles when available, however, Employees utilizing a personal automobile when traveling for the Employer on Employer business will be reimbursed at the Internal Revenue System mileage rate allowed for tax purposes plus toll and parking fees attendant on such travel. Expenses for out-of-area travel submitted by the employee will be reimbursed pursuant to Employer personnel policy. Requests for reimbursement must be submitted within thirty (30) days from the end of the month in which the expense was incurred.

**Section 22.2 Automobile Insurance.** The Employer will reimburse employees for the added premium expense associated with use of their personal vehicles on Employer business, up to a maximum of three hundred dollars (\$300). The employee must show evidence of primary coverage and proof of premium payment for business use of car.

**Section 22.3** All coverage staff shall be assigned a home office location. When the initial work assignment for the day requires travel from the assigned home office to an office located in another county, mileage reimbursement will be based on the lesser of the distance between: the employee's official residence and the assigned location; or, the employee's home office and the assigned location.

When the final work assignment of the day is located in a county other than that in which the employee's home office is located, mileage in excess of miles normally traveled from the employee's home office to his/her residence will be reimbursed.

**Section 22.4** The Employer agrees to provide parking for employees at each BHR facility or worksite at no expense to the employee.

### **ARTICLE 23 – RETIREMENT PLAN**

#### **Section 23.1 Employer Sponsored Retirement Plan.**

- a) After one (1) year of employment at BHR, employees will become eligible for the agency's retirement plan. Employer contributions of five percent (5%) of gross wages will be made to each eligible employee's retirement account for the term of the agreement.
- b) Employer contributions to the SEP-IRA retirement plan shall cease on December 31, 2016 and Employer contributions shall remain 100% vested to the employee. Employer contributions to the 403b retirement plan shall commence on January 1, 2017 and shall be fully vested to the employee at the time of contribution.
- c) The Employer will request that, consistent with IRS rules, the plan shall provide a process by which an employee may borrow from his/her 403b account.

**Section 23.2 Personal 403b Retirement Account.** Upon employment, employees may make individual contributions (subject to IRS maximums) to a personal 403b account made available through the employer.

### **ARTICLE 24 – RATES OF PAY**

**Section 24.1** Employees will be classified in accordance with skills used and shall be paid not less than the minimum for such classification in accordance with the table of job classifications and rates of pay in Schedule A which is attached hereto and made a part of this agreement. Employees shall advance one step on the Wage scale after one year of employment and annually thereafter on their anniversary date. An employee's anniversary date is defined as their date of hire.

**Section 24.2** Any position not covered by Schedule A, or any position which may be established during the life of the Agreement, or any position significantly revised, shall be subject to negotiation between the Employer and the Union. In the event that parties are unable to agree as to classification and rate of pay for the job in question, such dispute shall be submitted to the Grievance procedure and arbitration procedure contained in this Agreement.

**Section 24.3** The Employer agrees to pay salaries on a monthly basis.

**Section 24.3.1** Payroll Processing. BHR remains committed to implementing an electronic timesheet by which employees can enter payroll hours. BHR will continue evaluating software programs that will eliminate the need for forecasting and implement a change to a new system at the earliest possible date.

At such time the Employer attains stable operational cash reserves of 40-days, the Employer and the union will meet to consider implementation of an annual 26-pay period payroll cycle.

**Section 24.4** It is understood and agreed that the pay rates stated herein are minimum rates and that merit increases may be granted at any time at the option of the Employer.

**Section 24.5 Shift Differential.** Effective the date of ratification of this Agreement, employees in scheduled 24 hour programs, including inpatient and residential facilities, will be paid a shift differential. The shift differential for the second (2<sup>nd</sup>) shift shall be one dollar (1.00) per hour for all hours worked which fall between 3:00 p.m. and 11:30 p.m. and for the third (3<sup>rd</sup>) shift shall be one dollar and fifty cents (1.50) for all hours worked that fall between 11:30 p.m. and 8:00 a.m. Employees working cross-shifts will receive the shift differential of the shift that the majority of hours worked fall into for all hours worked. Employees must have a majority of their scheduled work hours within the shift to qualify for shift differential.

**Section 24.5.1** The shift differential for the second (2<sup>nd</sup>) shift shall be seventy-five cents (.75) per hour for all hours worked which fall between 3:00 p.m. and 11:30 p.m., and for the third (3<sup>rd</sup>) shift shall be one dollar and twenty-five cents (1.25) for all hours worked that fall between 11:30 p.m. and 8:00 a.m.

**Section 24.6 Wages.** Employees covered by this Agreement shall be paid in accordance with the wage schedules set forth in Schedule "A" of this Agreement.

- a) Effective the pay period immediately following the completion of the job reclassification/market analysis process set forth in Appendix B, employees will be assigned to next highest rate of pay on the new pay grade. The job reclassification/market analysis process must be completed before April 1, 2017.
- b) New employees hired after the date of ratification will receive a beginning rate of pay no less than \$13.50 per hour.
- c) Effective upon ratification, employees at the maximum of the pay scale shall receive a lump sum payment equal to two percent (2%) of the employee's compensation in the previous twelve (12) months.

**Section 24.7 Weekend Premium.** Employees covered by this Agreement shall receive a premium of one dollar (\$1.00) per hour for hours worked between 11:00 PM Friday through 6:59 AM Monday.

**Section 24.8 Top of Range.** An employee who has reached the maximum step of a pay range shall, the following year, receive (and retain for each successive year the employee remains at the maximum step) one additional Personal Holiday. The Personal Holiday shall be (8) eight hours or a prorated portion thereof based on FTE and must be used within one year of the anniversary date of hire on which it is awarded.

**Section 24.8.1** Employees who have been at the top of their pay grade for a period of at least 12 months shall receive a longevity bonus equivalent to 1% of the employee's annual base earnings. The longevity bonus will be payable in the pay period in which the employee's anniversary date of hire falls. The bonus will be calculated using the employee's base rate of pay, excluding all differentials and premiums, in effect on the employee's anniversary date of hire.

**Section 24.9 Standby/Beeper Pay.** Employees provided with a cell phone/paging device shall be paid standby pay at the rate of \$1.25 per hour for all hours assigned on standby. Employees required to carry a cell phone / pager shall, when called to work, be paid at the hourly rate of pay plus applicable shift differentials and/or overtime.

## **ARTICLE 25 – GRIEVANCES**

**Section 25.1** A grievance is defined as an alleged breach of the specific terms and conditions of the Agreement. The rights of Management to operate and manage the agency shall not limit the rights of the Employee to grieve an alleged breach of the specific terms and conditions of the Agreement as provided for in this article. It is the desire of the parties to this Agreement that grievances be adjusted informally whenever possible and at the first level of supervision. If a grievance arises, it shall be submitted to the following grievance procedure. Any grievance not processed in accordance with the procedures and time limits specified herein shall constitute a withdrawal of the grievance and the grievance thereafter shall be null and void. Failure of the Employer to comply with the time limits set forth below shall result in the grievance being automatically elevated to the next step without any action necessary on the part of the employee. Time limits set forth in the following steps may be extended by mutual agreement by the parties hereto.

**Section 25.2** It is understood and agreed that all matters pertaining to the proper application and interpretation of any and all provisions of this Agreement shall be adjusted between the proper representatives of the Employer and the accredited representatives of the Union within ten (10) working days (Mon-Fri) of the occurrence or employee's knowledge of occurrence. Any alleged infraction or breach of this contract shall be submitted in writing to the Director of Human Resources or his/her designee prior to the date arranged for a meeting to discuss such alleged infraction.

**Section 25.3** A grievance must be processed in accordance with the following procedure:

**Step 1: Immediate Supervisor**

The Union Representative or shop steward must first present the grievance in writing to the immediate supervisor and by email to [hrhelpdesk@bhr.org](mailto:hrhelpdesk@bhr.org) within fourteen (14) calendar days of the time the employee knew or could reasonably be expected to be aware of the events that precipitated the problem. A meeting will be scheduled with the grievant, shop steward or Union Representative within ten (10) calendar days of receipt of the grievance to review the matter. Any grievance affecting more than one employee within the bargaining unit shall have one employee designated as the spokesperson together with a shop steward or Union Representative. The immediate supervisor shall within ten (10) calendar days of the meeting respond in writing to the employee with a copy to the Union Representative or shop steward, and provide an answer to the grievance.

**Step 2: Next Level of Supervision**

If the matter is not resolved to the employee's satisfaction in Step 1, shop steward or Union Representative shall present the grievance to the next level of



supervision (or Employer designated representative) and by email to [hrhelpdesk@bhr.org](mailto:hrhelpdesk@bhr.org) within ten (10) calendar days of the immediate supervisor's decision. A meeting will be scheduled with the grievant, shop steward or Union Representative within ten (10) calendar days of receipt of the grievance to review the matter. The next level of supervision (or designated representative, but designee may not be the HR Director) shall reply in writing to the employee with a copy to the Union Representative or shop steward within ten (10) calendar days following the meeting.

Step 3: Chief Executive Officer, or Designee, and Union Representative

If the matter is not resolved in Step 2 to the employee's satisfaction, the grievance shall be referred in writing to the Chief Executive Officer (or designated representative) and by email to [hrhelpdesk@bhr.org](mailto:hrhelpdesk@bhr.org) within ten (10) calendar days of receipt of the Step 2 response. The Chief Executive Officer or designee, the grievant and the Union Representative shall meet within ten (10) calendar days for the purpose of resolving the grievance. The Chief Executive Officer or designee shall provide a written answer within ten (10) calendar days of the Step 3 meeting.

Step 4: Mediation

If the matter is not resolved at Step 3, a request shall be made within ten (10) calendar days of the receipt of the Step 3 response to the Federal Mediation and Conciliation Service to assign a mediator to attempt to resolve the grievance. The mediator's recommendation shall be non-binding. Any comments, determinations or recommendations of the mediator, however, will not be admissible as evidence or otherwise disclosed to the arbitrator in Step 5 if the mediation is unsuccessful and the matter proceeds to arbitration.

Step 5: Arbitration

If the grievance is not resolved on the basis of the foregoing procedures and if the employee (grievant) and the Union have complied with the specific procedures, requirements and time limitations specified in Steps 1, 2, 3, and 4 herein, the Union may submit the issue to final and binding arbitration, providing the Union requests arbitration within fifteen (15) calendar days following the conclusion of mediation. If the Employer and the Union fail to agree on an arbitrator, a list of eleven (11) arbitrators shall be requested from the Federal Mediation and Conciliation Service. The parties shall thereupon alternate in striking a name from the panel until one remains. The last person whose name remains on the list shall be the arbitrator. The arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement, but shall be authorized only to interpret existing contract language appearing in this Agreement as that language may apply to the specific facts of the issue in dispute. The arbitrator shall not substitute his judgment for that of the Employer in matters involving employee competency or ability, or in patient care issues where the Employer's judgment is based upon established job criteria and

exercised in good faith. Any dismissal of a grievance by the arbitrator, whether on the merits or on procedural grounds, shall bar any further arbitration of the issue in dispute. The arbitrator shall have no authority to award punitive damages or interest, nor shall the arbitrator be authorized to make a back pay award for any period earlier than the beginning of the pay period prior to the pay period in effect in which the grievance was first presented to the Employer at Step 1 of this grievance procedure. However, this time limitation shall not apply for any period the employee was unaware and could not have known that a grievance existed. Subject to the conditions and limitations set forth herein, the Arbitrator's decision shall be final and binding on all parties. Each party shall pay one-half (1/2) of the fee of the arbitrator and any other expense jointly incurred incident to the arbitration hearing. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party.

In the event a grievance arises that involves a suspension or discharge, the grievance will bypass Step 1 and be heard at Step 2 with the Human Resource Director serving as the Employer representative.

## **ARTICLE 26 – HEALTH AND SAFETY**

**Section 26.1** The Employer is responsible for maintaining a safe healthful workplace. The Employer shall comply with all federal, state, and local laws applicable to safety and health of its employees.

**Section 26.2** An employee shall not be required to perform work if they have a reasonable basis for believing the assignment would constitute a danger to the health and safety of the employee. The employee shall immediately contact a supervisor who shall make the final determination with regard to safety.

**Section 26.3** The Employer will continue its Health and Safety Committee in accordance with all regulatory requirements. The purpose of this Committee shall be to investigate health and safety issues and to make recommendations to agency administration on education and preventive health measures for the workplace and its employee.

**Section 26.4** This Committee shall meet monthly at times and dates designated at the beginning of each calendar year for the following twelve (12) months.

**Section 26.5** The Committee shall maintain minutes of its meetings that will be posted at each work site and provided to the members of the Labor Management Committee.

**Section 26.6** The Employer will provide education to all employees of the process for bringing issues to the Health and Safety Committee to insure employees understand the process. The education will be repeated approximately every six (6) months. Education shall include a written process for how employees can bring issues to the Committee. Generally, employees will bring verbal concerns to members of the Health and Safety Committee.

**Section 26.7** There will be eight (8) employee members of the Health and Safety Committee and two (2) management members. Employees on the Committee will be chosen from volunteers from each of the primary service sites. If a sufficient number of employees do not volunteer, then employees may be designated by the Employer to serve on the Committee. Service on the Committee shall be during regular work hours on paid release time and for a calendar year.

**Section 26.8 Health and Safety Plan.** The Employer shall develop and follow written policies and procedures to deal with on-the-job assault, sexual assault, or harassment; shall conduct an ongoing site-specific security and safety assessment, and develop a site security plan.

**Section 26.9 Training.** The Employer shall provide site-based training to all employees on dealing with patients or clients who present potential risk to employees. Staff members shall receive training in the first three (3) months and annually thereafter.

**Section 26.10 Assault of an Employee.** If not provided by the Department of Labor and Industries or as part of the Employer sponsored benefit package, the Employer shall provide any employee who has been physically assaulted in the course of employment with up to ten (10) counseling sessions with a professional counselor. The employee may choose from a list of three (3) counselors designated by the Employer for this purpose.

For any assault of an employee in the course of employment that results in a loss of work hours or injury needing medical care, a review meeting should occur within seventy-two (72) hours of the incident. The purpose of the meeting will be to debrief the incident and expedite support of the staff. The meeting should consist of all affected staff and other persons as deemed necessary by the Employer.

**Section 26.11 Infectious Diseases.** The Employer agrees to pay for diagnostic tests for staff who may, in the course of their work, be exposed to blood borne pathogens and/or Tuberculosis.

In addition, the Employer will provide training regarding hepatitis B vaccinations to Employees in job titles determined by the Employer to have occupational exposure. The hepatitis B vaccination series is available at no cost to all Employees determined by the Employer to have occupational exposure where it is not medically contraindicated for the Employee, however, if an Employee declines the vaccination, the Employee must sign a declination form. Employees who decline may request and obtain the vaccination at a later date at no cost. A community provider, in a location of the Employee's choice, will provide the vaccination.

For Employees not covered under the Employer sponsored health plans or L&I, the Employer will pay for the treatment of uncomplicated scabies, lice and ringworm to the extent that the exposure was associated with the Employee's work.

## **ARTICLE 27 – LABOR / MANAGEMENT MEETINGS**

The Employer and the Union shall continue a joint labor-management committee to be scheduled to meet quarterly, or more frequently if requested by either party, for the purpose of

discussing matters of mutual concern. Either party may place an issue on the agenda. The committee shall be comprised of three (3) Employer representatives and three (3) representatives of the Union. All time spent by members of the joint Labor/Management Committee attending committee meetings during regular work time will be paid at the employee's regular rate of pay.

### **ARTICLE 28 – MERGER / SUCCESSORSHIP**

In the event the Employer shall by merger, consolidation, sale of assets, lease, franchise, or any other means, enter into an agreement with another organization which in whole or in part, may affect the existing collective bargaining unit, then such successor organization shall not interfere with the current collective bargaining unit and shall remain bound by each and every provision of this Agreement. The Employer will set forth as a term and condition of any such transaction that the successor organization shall offer employment to all bargaining unit employees with equivalent seniority. The Employer shall have an affirmative duty to call these obligations to the attention of any organization with which it seeks to make such agreement and shall provide that organization with a copy of this Agreement. The Employer shall provide the Union with written notice of any such transaction and a copy of any agreement setting forth its terms, no later than ninety (90) days before the earliest date upon which the transaction is scheduled to close. If requested, the Employer shall enter into negotiations with the Union regarding the effects of such transaction on unit employees.

### **ARTICLE 29 – SAVING CLAUSE**

Should any part hereof, or any provision herein contained, be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof, and they shall remain in full force and effect.

### **ARTICLE 30 – LIFE OF AGREEMENT**

**Section 30.1** The agreement shall be in effect as of the date of ratification and signature of the respective party representatives and remain in effect through November 30, 2018 and each year thereafter, unless written notice shall have been served at least sixty (60) days prior to the termination date or anniversary thereof the desire to terminate or change this Agreement.

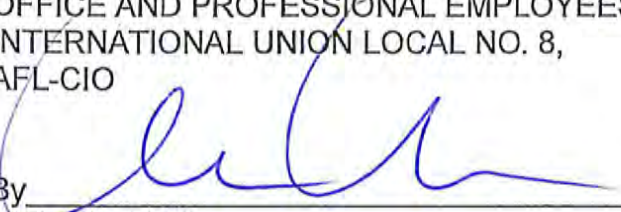
**Section 30.2** Should the Union decide to take economic action, the Union and Employer, consistent with their common interest in continuing acute, emergent and 24-hour mental health services, commit to meet and discuss the impact of such action. This meeting will occur seven (7) or more days prior to any action that may affect these services.

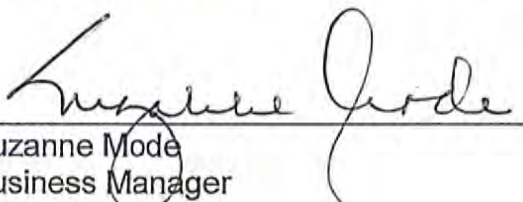
**Section 30.3** Should the Employer at any time after the date of this Agreement enter into a renewal agreement, or any extension thereof, covering any comparable worksite within the geographic area covered by this Agreement based upon a settlement of new terms affecting wages and benefits negotiated after the date of this Agreement which are more advantageous to such employee(s), the Union party to this Agreement shall be privileged to adopt any such settlement in its entirety, provided the Union has sent written notice to the Employer calling the matter to its attention.

COLLECTIVE BARGAINING AGREEMENT  
OPEIU LOCAL 8 – BEHAVIORAL HEALTH RESOURCES

EXECUTED in Olympia, Washington this 30<sup>th</sup> day of March 2017.

OFFICE AND PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION LOCAL NO. 8,  
AFL-CIO

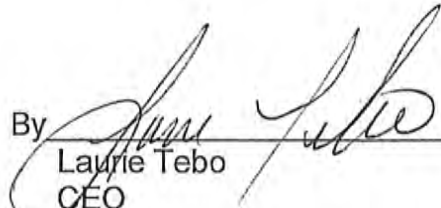
By   
Leslie Liddle  
Union Representative


By   
Suzanne Mode  
Business Manager

By   
Mary Adams  
Bargaining Committee

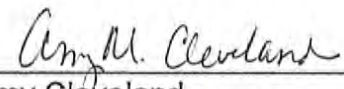
By   
Rena Fall  
Bargaining Committee

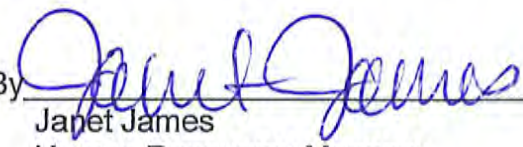
BEHAVIORAL HEALTH RESOURCES

By   
Laurie Tebo  
CEO

By   
Ian Harrel  
COO

By \_\_\_\_\_  
Jill Young  
Director of Outpatient Services

By   
Amy Cleveland  
Director of Human Resources

By   
Janet James  
Human Resources Manager

**SCHEDULE "A"**

Effective August 1, 2016

Grade	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
11	11.51	11.80	12.09	12.37	12.71	13.02	13.33	13.67	14.03	14.36	14.64	14.93	15.25	15.55	15.87
12	11.98	12.26	12.55	12.90	13.21	13.52	13.88	14.23	14.56	14.93	15.24	15.54	15.86	16.16	16.49
14	12.96	13.27	13.60	13.95	14.28	14.63	15.02	15.38	15.78	16.16	16.50	16.81	17.15	17.50	17.84
15	13.48	13.84	14.17	14.51	14.88	15.25	15.63	16.04	16.41	16.83	17.17	17.51	17.88	18.22	18.58
16	14.05	14.40	14.76	15.12	15.49	15.90	16.30	16.68	17.12	17.53	17.89	18.26	18.61	19.00	19.37
17	14.63	15.01	15.37	15.77	16.16	16.56	16.98	17.40	17.83	18.29	18.64	19.02	19.40	19.79	20.19
18	15.26	15.64	16.06	16.44	16.86	17.28	17.71	18.17	18.6	19.08	19.45	19.85	20.25	20.63	21.06
19	15.93	16.33	16.75	17.15	17.58	18.04	18.48	18.94	19.41	19.90	20.30	20.69	21.11	21.54	21.96
21	17.36	17.81	18.26	18.71	19.18	19.64	20.15	20.64	21.17	21.68	22.13	22.57	23.03	23.48	23.95

Effective December 1, 2017

Grade	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
11	11.74	12.04	12.33	12.62	12.96	13.28	13.60	13.94	14.31	14.65	14.93	15.23	15.56	15.86	16.19
12	12.22	12.51	12.80	13.16	13.47	13.79	14.16	14.51	14.85	15.23	15.54	15.85	16.18	16.48	16.82
14	13.22	13.54	13.87	14.23	14.57	14.92	15.32	15.69	16.10	16.48	16.83	17.15	17.49	17.85	18.20
15	13.75	14.12	14.45	14.80	15.18	15.56	15.94	16.36	16.74	17.17	17.51	17.86	18.24	18.58	18.95
16	14.33	14.69	15.06	15.42	15.80	16.22	16.63	17.01	17.46	17.88	18.25	18.63	18.98	19.38	19.76
17	14.92	15.31	15.68	16.09	16.48	16.89	17.32	17.75	18.19	18.66	19.01	19.40	19.79	20.19	20.59
18	15.57	15.95	16.38	16.77	17.20	17.63	18.06	18.53	18.97	19.46	19.84	20.25	20.66	21.04	21.48
19	16.25	16.66	17.09	17.49	17.93	18.40	18.85	19.32	19.80	20.30	20.71	21.10	21.53	21.97	22.40
21	17.71	18.17	18.63	19.08	19.56	20.03	20.55	21.05	21.59	22.11	22.57	23.02	23.49	23.95	24.43

- Grade 11 OS-I
- Grade 12 OS-II
- Grade 14 OS-III
- Grade 15 Unit Clerk
- Grade 16 OS-IV
- Grade 17 OS-V
- Grade 17 Medical Records/QA Assistant
- Grade 17 Accounting Assistant
- Grade 18 Payee Specialist
- Grade 19 Medical Transcriptionist
- Grade 21 Lead Medical Transcriptionist

## Appendix A

### MEMORANDUM OF UNDERSTANDING CONCERNING REVIEW OF JOB CLASSIFICATIONS

By and Between

**BEHAVIORAL HEALTH RESOURCES  
&  
OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 23**

**Supplementing the Agreement between BHR and OPEIU Local 23.**

#### Process for Review of Job Classifications:

##### Step One

- The request for a job classification review may be initiated by the job incumbent or by the department Supervisor/Manager. The request must include a statement regarding how the position has changed. A request will qualify for review when:

An existing position is believed to have changed considerably in qualifications, difficulty, and responsibility.

- Changes in work location, hours of work, or volume will not normally be considered for evaluation unless the job requires additional skill. In-service skill upgrades paid by BHR would also not be grounds for reclassification. They shall, however, prepare an incumbent for future advancements.

##### Step Two

- Human Resources provides a Job Description Worksheet to the job incumbent for completion. If the job is vacant, the supervisor (or a prior incumbent) will complete the worksheet.
- The completed worksheet will be forwarded to the individual's immediate supervisor (the person who conducts the performance appraisal) for review and additional comments. The supervisor shall not change any of the incumbent's information, but may add to, expand upon, or challenge data that has been written.
- The worksheet and accompanying documents will be routed to Human Resources where the Director or a designee will proceed with the job evaluation process.

##### Step Three

- Human Resources will analyze the position by interviewing all parties concerned

COLLECTIVE BARGAINING AGREEMENT  
OPEIU LOCAL 8 – BEHAVIORAL HEALTH RESOURCES

before conducting a job evaluation. The job evaluation will return a recommended salary grade.

**Step Four**

- The Director of Human Resources will submit the preliminary evaluation to the Labor/Management Committee for review, confirmation, and formal approval. The Committee will be composed of equal numbers of management and bargaining unit representatives. This process will be completed within 30-days following the date of the initial request for review.
- A consultant for the job evaluation system used in this process will serve as a resource to the Labor/Management Committee and be responsible for quality assurance. In the event an agreement cannot be reached regarding a pay grade assignment, the Human Resources Director will collect the Request for Job Classification Review and the Job Description Worksheet and forward them to the consultant for evaluation. This shall be done without recommendation or bias. The consultant may request additional information or interview job incumbents or supervisors. All communication with the consultant regarding the disputed position will be done jointly by the Human Resources Director and a bargaining unit representative. The recommendation of the consultant will be given to the Labor/Management committee for review prior to implementation. This process will be completed within 30-days of the request by the Labor/Management Committee for review of the job classification by the consultant.
- If the pay grade recommended by the consultant remains in dispute the employee may appeal to the Chief Executive Officer for review and final decision.

**Step Five**

When the process results in a change in pay grade, individuals within the job classification will then be assigned to the new grade.

- The job incumbent (or supervisor) will be notified of the change. Any change in pay grade will be effective retroactively to the first full pay period following the date of the initial request for review.
- If a job advances by two or fewer salary grades, the individual is assigned to the step matching his/her years of relevant experience established for setting wages at hire.
- In the event the rate associated with this step is lower than the incumbent's current rate of pay, the individual will be assigned to the next closest step that will not result in loss of pay.
- If a job advances by three or more grades, the incumbent is assigned to a step as



COLLECTIVE BARGAINING AGREEMENT  
OPEIU LOCAL 8 – BEHAVIORAL HEALTH RESOURCES


described above and then receives an additional step to denote the equivalent of a promotion.

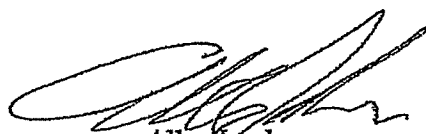
- In the event a job is assigned to a pay grade that is two or fewer grades lower, the principle of "no loss in pay" for employees within the classification will apply and the individual will be assigned to the next closest step within the grade that will not result in loss of pay. Should an employee's rate of pay be above the maximum in the pay grade, the individual will retain his/her rate of pay but will be ineligible for pay increases until a future adjustment in the range positions the employee's rate of pay below the maximum of the range.
- If a job is assigned to a pay grade that is three or more grades lower, the individual will be assigned to the next closest step within the grade that will not result in loss of pay. Should an employee's rate of pay be above the maximum in the pay grade, however, the principle of "no loss in pay" for employees within the classification will not apply and the individual will be assigned the maximum of the new range.
- The effective date for the pay change will be the first full pay period following the date upon which the request for the job classification review was made.

**General Provisions:**

The Labor/Management Committee shall consider job evaluations at the next regularly scheduled meeting following the submission of the request. Requests must be submitted at least five (5) days prior to the scheduled meeting time to allow completion of step three. Technical packets will be distributed to the committee members at the beginning of the meeting. The meeting will begin with a 30-minute in-service training on job evaluation factors before proceeding with the review process. Members of the Labor/Management committee shall not be allowed to retain or distribute any materials relating to the job evaluation system. At the end of the meeting, all packets will be collected and controlled by the Human Resources Director. The Human Resources Department will always be responsible for administering this system to all new job evaluation requests.

Dated this 14<sup>th</sup> day of August 2014.

  
John P. Masterson  
Chief Executive Officer

  
Allan Jacobson  
Business Representative

**APPENDIX B**

**MEMORANDUM OF UNDERSTANDING  
COMMITTEE FOR REVIEW OF JOB CLASSIFICATIONS**

Supplementing the Agreement by and between BHR and OPEIU Local 8

The parties agree to establish a committee comprised of equal numbers of management and bargaining unit representatives (not to exceed eight members in total) to be formed no later than sixty (60) days following ratification of the agreement, to review job classifications. The review of job classifications will include the necessary qualifications and competencies required to perform the work. The factors to be reviewed may include: scope of knowledge; problem solving challenges; physical skills and effort; human relations skills; scope of contacts; job demands and level of accountability; the specific duties performed; and, any other such factor the committee may agree on. The committee may retain the services of a professional consultant to conduct a formal job analysis for each bargaining unit position.

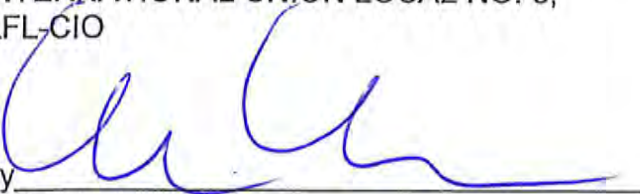
After review of the job classifications is completed, the committee may request that the consultant provide a compensation plan and market competitiveness review for all bargaining unit job classifications. The committee will attempt in good faith to agree on the appropriate pay grade for each job classification based on market competitiveness. Should the committee not reach consensus on the appropriate pay grade for job classification(s), the dispute will be referred to mediation through Federal Mediation and Conciliation Service (FMCS).

Prior to market adjustments being implemented, both parties must agree to such adjustments. The implementation timeline of the agreed upon plan job classification and pay grades shall be bargained by the parties.

The committee will meet during regular business hours. Bargaining unit members will be compensated for committee related work performed during regularly scheduled work hours.

Dated this 30 day of March 2017.

OFFICE AND PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION LOCAL NO. 8,  
AFL-CIO

By   
Leslie Liddle  
Union Representative

BEHAVIORAL HEALTH RESOURCES

By   
Laurie Tebo  
CEO