

Union ★
Update

OPEIU
Local



For Local 8 Members at YouthCare

October 6, 2021

Bargaining Update

Our team continues to narrow down contentious outstanding issues with management, looking for where we can reach agreement and holding firm on the aspects of our first contract that are most important to us. We are pleased with the progress we've made over the last few sessions and look forward to bargaining economics soon.

Outstanding Issues

Some key places we remain apart from management are scheduling and seniority for on-calls. It is important to us that our schedules are well defined, and that we are not forced to stay at program overtime if we have other obligations. Management's proposal allows our schedules to be changed on any given day without our agreement. We see this as an equity and quality of life issue. Management has stated that we need to prioritize the needs of young people, but we believe there is a way to do so without compromising our wellbeing.

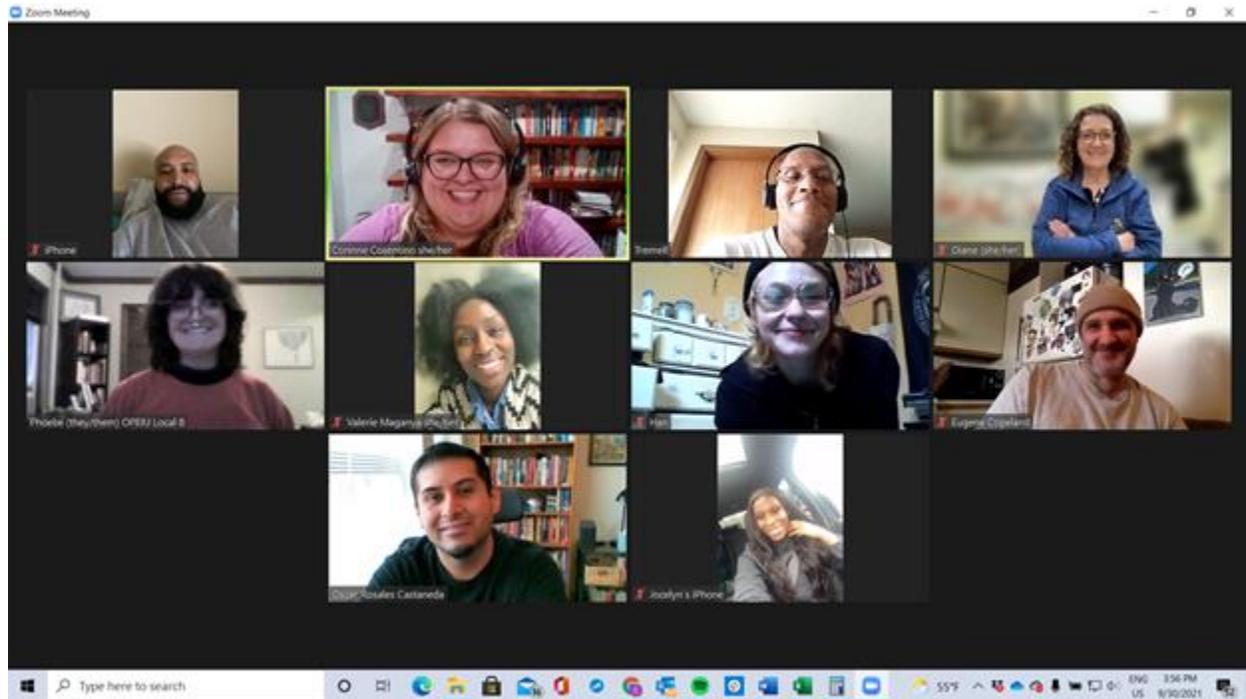
We also believe it is vital that on-calls accrue seniority and that this seniority is considered when they apply for full time positions. Management continues to reject our proposals that would give on-calls this much-deserved recognition for their time worked at YouthCare.

Tentative Agreements (TAs) since our last update are summarized below – these will all be included to be voted on by all union members once we have TAs on all sections of the contract.

- **PROGRAM ORIENTATION** Prior to working in a program new to the employee, other than in emergency situations such as a natural disaster, they will be given a program orientation by a supervisor or department director or trained designee who mutually agrees and also has substantial experience in the program. The orientation will include an overview of the program policies and contact information. Information about program census and any unique needs for youth in the program will be provided by staff as part of pass down.
- **ON-CALL SCHEDULING** On-call employees sign up for shifts through the agency-provided scheduling program. To the extent shifts are available, on-call employees are expected to work at least one shift per month. **Once they select a shift, they receive a confirmation email, and that shift will not be changed within 10 days of the start of the shift except by mutual agreement.**
- **NOTICE OF LAYOFF** This section states the amount of notice the Employer must give employees before they are laid off in different scenarios. For example, the Employer shall give **at least thirty (30) days advance notice of layoff** to affected employees unless the layoff is the result of a loss of funds or governmental mandate of program closure or stoppage of service for which the employer has received less than 30 days notice. If thirty (30) days notice is not possible due to unexpected funding changes, the employee will receive as much notice as YouthCare receives **but no less than two weeks' notice or pay**. In situations where layoffs will result from a reorganization initiated by the employer for reasons other than loss of funds or governmental mandate of program closure or stoppage of service, **employees will be given as much notice as possible but no less than sixty (60) days**. If sixty (60) days notice is not given, the employee will be paid for the full sixty (60) days.
- **INFESTATIONS** If an employee's residence becomes infested due to an on-the-job exposure, the Employer will arrange and pay for extermination services at employee's residence and will reimburse reasonable expenses incurred by employee related to the infestation up to a maximum of \$250.
- **RELOCATED PROGRAM LOCATIONS** The Employer will provide employees with 60 days' notice of a permanent relocation of their program. If a program is temporarily relocated more than 5 miles away from the original location and an

employee is required to commute to a new location, their travel time in excess of their regular commute will be considered time worked and they can apply for mileage reimbursement for the additional mileage.

- **EMPLOYEES HIRED INTO UNDER-18 PROGRAMS/POSITIONS REQUIRING FEDERAL CLEARANCE.** Employees must receive clearance before beginning to work in an under-18 program or in other roles where clearance is required by licensing requirements or law.
- **OVERTIME ROTATION** In programs employing more than one employee, overtime shall be distributed as equally as practicable among employees.
- **GENERAL HEALTH AND SAFETY** This Section makes clear that it is the Employer's responsibility for workplace health and safety and agrees to provide a safe and healthful work environment for all employees and employees are responsible for reporting unsafe working conditions.
- **ANTI-DISCRIMINATION & EQUAL PAY** This Section says that the Union and Employer will not illegally discriminate in matters of regarding employment because of any category covered by the law as well as some additional categories like political ideology, including affiliation or activity, education, and previous interactions with the criminal legal system not impacting client safety. While this section does not stipulate the Employer is beholden to anything beyond the law, it does provide some protection for categories that are not covered by the law.
- **INFECTIOUS DISEASES** Employees will be allowed to receive testing and/or inoculations for Tuberculosis, hepatitis or other communicable diseases on work time.



Our Union Bargaining Team: Top Row, Left to Right: Marcel Jones, Youth Counselor, South Seattle Shelter (Welcome to the team Marcel!); Corinne Cosentino, OPEIU Organizing Director; Tremell Collins, On-Call, Over 18 Housing; Diane Arnold, OPEIU Union Representative. Second Row, L-R: Phoebe Feldscher, OPEIU Union Representative; Valerie Maganya, Case Manager, Prevention; Han Bender, E&E Navigator, Orion; Eugene Copeland, Case Manager, Orion. Bottom Row, L-R: Oscar Rosales, Case Manager, Hope Center; Jocelyn Jones, Student Resource Navigator, E&E. Not pictured: Leo Galicia, Youth Counselor, ISIS House.

Questions? Contact a member of the Bargaining Team or Phoebe Feldsher, Union Representative, (206) 441-8880 ext. 119 or phoebe@opeiu8.org



OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 8

1-800-600-2433 or 206-441-8880 ★ Fax: 206-441-441-0207 ★ www.opeiu8.org

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