

2007 – 2009

Employment Agreement

By and Between

**Whatcom Counseling and
Psychiatric Clinic**

And

District 1199NW

Hospital and Health Care Employees Union,
SEIU

EMPLOYMENT AGREEMENT

By and Between

WHATCOM COUNSELING AND PSYCHIATRIC CLINIC

And

**DISTRICT 1199 NORTHWEST,
HOSPITAL AND HEALTH CARE
EMPLOYEES UNION, SEIU**

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PREAMBLE

This agreement is made and entered into by and between Whatcom Counseling & Psychiatric Clinic, hereinafter referred to as the “Employer”, and District 1199NW, Hospital and Health Care Employees Union, SEIU, hereinafter referred to as the “Union”. The purpose of this Agreement is to set forth the understanding reached between the parties with respect to wages, hours of work, and conditions of employment.

This Agreement shall be binding upon Whatcom Counseling & Psychiatric Clinic and any successor employer.

Article 1 RECOGNITION

1.1 Recognition:

Whatcom Counseling Psychiatric Clinic (the “Employer”) recognizes District 1199 Northwest, Hospital and Health Care Employees Union, SEIU, as the sole and exclusive bargaining representative for all employees identified in “Addendum A” excluding managerial, confidential, supervisory employees and physicians.

1.2 New Classifications:

New bargaining unit job classifications established during the term of this Agreement shall be covered by this Agreement. The Union shall be notified of any bargaining unit classifications established by the Employer, in which case the Union and the Employer shall meet to determine appropriate wage rates and job duties.

Article 2 UNION MEMBERSHIP; DUES DEDUCTION

2.1 Membership:

All employees covered by this Agreement shall become and remain members in good standing in the Union within thirty (30) calendar days of ratification of this Agreement or agree to pay the Union a fair share/representation fee equal to the initiation fee and dues required of members of the Union.

Newly hired employees shall, as a condition of continued employment, become members of the Union within thirty (30) calendar days after the date of hire or pay a fair share/representation fee. The employer shall make newly hired employees aware of this requirement at the time of hire. The Employer shall discharge employees who fail to comply with this requirement within thirty (30) calendar days after the receipt of written notice to the Employer from the Union, unless the employee fulfills the membership obligation set forth in this Agreement.

Religious Objector:

Any employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting labor organizations shall not be required to join or financially support the Union as a condition of employment. Such an Employee shall, in lieu of dues and fees, pay sums equal to such dues and fees to a non-religious charitable organization. These religious objections and decisions as to which fund will be used must be documented and declared in writing to the Union.

Consumer employees who receive a differing wage rate in order to maintain benefits or create a transitional employment opportunity will be considered bargaining unit employees if performing bargaining unit work but membership will be optional. The Employer agrees not to overly-utilize this so as to reduce or replace bargaining unit positions. Any increase in the total number of consumer employees (above a cap of 4 FTEs) will require notification and negotiation, if requested by the Union. However, any consumer employees necessary for a specific grant or funding requirement will be excluded from any cap and negotiation requirements.

2.2 Dues Deduction:

During the term of this agreement, the Employer shall deduct dues or representation fees each pay period from the pay of each member of the Union who voluntarily executes a dues deduction authorization form. When filed with the Employer, the authorization form will be honored in accordance with its terms. A roster of all employees using payroll deduction, including name, social security number, gross wages and actual hours worked per pay period, dues deducted and year to date dues deducted will be promptly transmitted to the Union with a check payable to its order no later than 15 working days after each pay period. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deductions.

The Union and each employee authorizing the assignment of wages for the payment of Union dues or representation fees hereby undertakes 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 account of any deduction made from the wages of such employee or the enforcement of any part of Article 2 of this Agreement.

2.2.1 Voluntary Political Action Fund:

Based upon system requirements and capability, the Employer shall deduct the sum specified from the pay of each member of the Union who voluntarily executes a political action contribution wage assignment authorization form (Appendix D). When filed with the Employer, the authorization form will be honored in accordance with its terms. The authorization form will remain in effect until revoked in writing by the employee.

The amount deducted and a roster of all employees using payroll deduction for voluntary political action contributions will be promptly transmitted each month to the Union by a 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 the payment of voluntary political action contributions hereby undertakes 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 account of any deduction made from the wages of such employee.

The parties recognize that the Union is obligated under the Federal Election Campaign Act (FECA) to reimburse the Employer for its reasonable cost of administering the Committee on Political Empowerment (COPE) check-off in the parties' Collective Bargaining Agreement. The Employer and the Union agree that one-quarter of one percent (.25%) of all amounts checked off is a reasonable amount to cover the Employer's costs of administering this check-off. Accordingly, the parties agree that the Employer will retain one-quarter of one percent (.25%) of all amounts deducted pursuant to the COPE check-off provision in the parties Collective Bargaining Agreement to reimburse the Employer for its reasonable costs in administering the check-off.

2.3 Bargaining Unit Roster:

Upon the signing of this Agreement and monthly thereafter, the Employer shall provide the Union on computer disk in ASCII or Excel format and a separate paper list of all employees covered by this Agreement. This list shall include the names, addresses, social security numbers, hire dates, FTE, gross earnings (year to date) and hourly rates of pay for each employee and actual hours paid during the month. Each month the Employer shall also send a list of new hires, employees returning to the bargaining unit, a list of those employees on the recall list, employees on a leave of absence, including on each list their FTE status, rate of pay, and their addresses and a list of all employees who have terminated, employees leaving the bargaining unit, and retired during the month.

Article 3 **UNION REPRESENTATIVES**

3.1 Union Access:

The Union's authorized staff representatives shall have access to the Employer's premises where employees covered by this Agreement are working for the purpose of investigating grievances and contract compliance, after notifying the Employer. The Employer shall not unreasonably deny access for other purposes. 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.

Union representatives who enter upon the Employer's premises shall maintain the confidentiality of clients and all client related matters.

3.2 Facility Use:

The Union shall be permitted to use designated premises of the Employer for meetings of the local unit, with or without Union staff present, provided sufficient advance request for meeting facilities is made to the Employer (Human Resources Manager or designee) and space is available. Except as otherwise specifically provided for by this Agreement, such use and access shall be limited to non-operational, non-working hours. At the sole discretion of the Employer, such permission may be withheld or withdrawn if, in its sole determination, a labor dispute or economic activity exists.

3.3 Union Delegates:

A list of Union Delegates from the bargaining unit shall be provided to the Employer. The parties acknowledge the general proposition that Union business performed by the Union Delegates, including the investigation of grievances, will be conducted during non-working hours (e.g., breaks, lunch periods, before and after shift). When it is not practical or reasonable to transact such business during non-working periods, the Union Delegates will be allowed a reasonable amount of time during working hours to perform such functions, except that such activity shall not take precedence over the requirement of organization operations. Subject to advance notice and scheduling, Union Officers, Delegates and Contract Committee members may use one (1) day per calendar year of their vacation, personal holiday or unpaid leave time to attend Union sponsored training in leadership, representation and dispute resolution.

Union Delegates shall constitute Union agents for purposes of representing employees in grievances through Step 2, for representing employees in disciplinary meetings, and for arranging Union access

and Union meetings. For 3rd Step grievances, the Union will inform the Employer as to who will be the Union agent. For negotiations of wage rates and fringe benefits for all new bargaining unit classifications established or other issues that may arise during the term of this Agreement, the Union will inform the Employer as to who will be the Union agent after receiving notification from the Employer.

3.4 Orientation:

During the new employee orientation process, in addition to the information required by article 3.6, new employees will also be provided a list of Union delegates and Union contact information. The Union will provide such list to the Employer and be responsible for its completeness and accuracy.

3.5 Bulletin Boards:

A bulletin board shall be designated for the Union's use in the Employee Lounge area and, upon request by two or more employees, at other clinic work-sites, provided such bulletin boards are not in areas typically utilized by consumers.

3.6 Contract Distribution:

The Employer shall distribute a copy of this Agreement to all newly hired employees. Union membership applications and payroll deduction cards will be distributed to each new employee during orientation. The Union will provide copies of the Agreement, membership applications and payroll deduction cards to the Employer. The Employer and the Union will share the cost of printing the contract.

3.7 Negotiations Release Time:

The Employer will make a good faith effort to assist in providing unpaid release time for Union negotiating team members up to six (6) positions participating in contract negotiations if negotiations take place on work time.

Article 4 **DEFINITIONS**

4.1 Probationary Employees:

All newly hired employees shall serve a ninety (90) consecutive calendar day probationary period. After completing the applicable probationary period, the employee shall be considered regular. The Employer may extend, in its discretion, the probationary period an additional ninety (90) consecutive days. During the probationary period an employee may be disciplined or discharged without recourse to the grievance arbitration provisions of this Agreement.

4.2 Regular Full-Time Employee:

Any current employee who is regularly scheduled and works 40 hours per week. Any employee hired after the effective date of this Agreement as an initial hire or a current employee who accepts a position posted and filled after the effective date of this agreement shall be a "full-time employee" (i.e., 1.0 FTE) if the employee is regularly scheduled and works 40 hours per week. Grandfathered employees will maintain their current FTE, unless they transfer to a new position.

For the purposes of benefits, “grand-fathered” employees will maintain their current share of benefits for the length of this agreement as to the position held on the effective date of this agreement in the absence of a change in position or FTE.

4.3 Regular Part-Time Employee:

Any employee who is regularly scheduled and works less than full-time as described above in Section 4.2.

4.4A Temporary Employee:

A Temporary Employee is one who is hired to work for a temporary and specified period of time when additional work of any nature requires a temporarily augmented work force or in the event of an emergency, or to relieve other employees because of illness, leave of absence, or to work during holidays or vacation periods. Temporary employees shall be excluded from the bargaining unit and are not subject to the terms of this Agreement.

Temporary employees shall be paid at the appropriate wage rate set forth in Appendix A. Temporary employees are not eligible for employee benefits other than those required by law. If a temporary employee works continuously for six (6) months or more, then they become eligible for benefits as if a regular employee and his/her seniority shall become retroactive to the date first hired and the employee shall then become a member of the bargaining unit.

4.4B On-Call Employee:

An employee hired to perform work of an intermittent nature on an “as needed” basis. On-Call Employees may be unscheduled and work only upon call to report. On-Call employees will receive a 10% premium pay for hours worked.

On-Call employees may perform work of a Regular or Back-Up nature. If performing bargaining unit work, they are members of the bargaining unit and would pay dues although they would not accrue seniority or longevity increases regardless of length of service for the period of time that they are On-Call unless they are simultaneously an employee pursuant to another section of this Article. They would be paid in accordance with Appendix A for the specific work performed.

On-Call employees will not be regularly utilized in lieu of filling or creating full-time and/or part-time positions.

4.4C Back-Up Employee:

Back-Up employees are employees who have a duty to respond and may do so as part of their regular scheduled shift or scheduled for Standby/Pager time and compensated correspondingly.

Back-Up employees may also be scheduled for Standby/Pager time (when they have a duty to respond during prescribed scheduled hours), for which they will be compensated in accordance with Article 9.1 as to the Standby/Pager time and, upon being contacted to report, will then be paid the hourly rate for the job performed in accordance with Appendix A (but not simultaneously paid the Standby/Pager rate). Upon responding and reporting for said work, Back-Up employees will be paid a minimum of three (3) hours at the appropriate rate of pay.

4.4D Independent Contractor:

Independent Contractors who are not employees of the Employer will be permitted to do bargaining unit work where both the need is occasional and temporary and when there are not regular staff qualified to do such work. Contractors would be limited to no more than ten (10) hours per month per individual client or five (5) individual contractors not to exceed a total of two (2) FTEs without specific written notice and negotiation with the Union.

The above shall not preclude contracting with separate, licensed agencies or organizations for specific segments of work pursuant to program or contractual requirements or the use of special population consultants provided bargaining unit employees are not able to perform the work.

4.5 Definition of Fringe Benefits:

For purposes of this Agreement, “fringe benefits” are defined as vacation, holidays, sick leave, medical and dental insurance, pension, educational, emergency and such other leaves as approved by the Executive Director.

Article 5 **HOURS OF WORK AND OVERTIME**

5.1 Workday / Workweek:

A regular workweek shall consist of forty (40) hours of time actually worked within a seven (7) day period (Saturday through Friday) except as provided for in Article 4.2 above or 5.2 below. Changes in a work schedule, which may include changes in the schedule or total hours, shall be consistent with Article 5.2 or Article 7, as appropriate.

5.2 Work Schedules:

A normal workweek for full-time employees shall consist of forty (40) hours within a seven (7) day period. A regular workday may consist of no more than twelve (12) hours of actual time worked per a twenty-four (24) hour period exclusive of unpaid meal breaks. Overtime will be granted for work in excess of forty (40) hours in a seven (7) day period.

Workday / week schedules shall be determined by the Employer. New employees will be assigned the FTE and work schedule associated with the position for which they were hired. Thereafter, the Employer and employee shall endeavor to set individual work schedules by mutual agreement. In the event an employee and the Employer cannot establish a mutually acceptable work schedule, the Employer shall set the workday / week schedule after giving consideration to the employee’s request, consumer needs and needs of the Employer. Among similarly situated and qualified employees, the Employer would first ask for volunteers and then apply seniority. The Employer shall give the employee ten (10) calendar days notice before changing the employee’s work schedule, except in cases of emergency.

5.3 Rest / Meal Breaks:

All employees shall be entitled to a meal period, which shall not exceed one (1) hour. Employees who are required to work during their meal period shall be paid for the time worked as required by law. All employees shall be allowed a paid rest period from fifteen (15) minutes in each half shift of three and one-half (3½) hours or more duration. Where the nature of the work allows employees to take

intermittent rest periods equivalent to fifteen (15) minutes for each three and one-half (3½) hours or more worked, scheduled rest periods shall not be required.

5.4 Regular Rate of Pay:

The regular rate of pay shall be posted as the employee's hourly wage rate.

The Employer shall initially establish the rate of pay for any new or substantially changed positions. Such rate will appear on any postings for the position in keeping with Article 6.9. The employer will notify the Union in writing of that rate within seven (7) days of establishing the rate. The Union must request negotiations in writing within ten (10) days of the date of such negotiation or such rate shall be deemed accepted. If written notice is given, negotiations shall be scheduled within five (5) days. If the rate of pay of the position is at issue, the position will not be permanently awarded unless the process exceeds thirty days from the date of the initial Employer notice.

5.5 Overtime:

Overtime shall be paid at a rate of time and one-half (1 ½) an employee's regular rate of pay for all hours actually worked in excess of forty (40) hours in a regular workweek. Paid personal leave days and holidays not worked shall not count as hours worked for that workweek. Except in emergent / emergency situations, all overtime must be approved in writing in advance by the employee's immediate supervisor.

Article 6 **Employment Practices**

6.1 Nondiscrimination:

Neither the Union nor the Employer shall discriminate against any employee because of race, color, creed, national origin, sex, age, disability, marital status, veteran status or sexual orientation. Neither the Union nor the Employer shall discriminate in conformance with applicable Federal, State and local discrimination laws.

6.2 Nondiscrimination – Union Activities:

The Employer will not discriminate against any employee covered by this Agreement because of membership in the Union or activities sanctioned by the Union.

6.3 Notice of Resignation:

Regular employees are requested to give at least thirty (30) days written notice of resignation. Employees who have completed the probationary period and who give at least fourteen (14) days written notice of resignation will be paid for any accrued vacation benefits.

Employees who give less than fourteen (14) days notice of resignation will not be considered for re-hire but will be paid for any accrued vacation benefits for which they are eligible. The Employer will give consideration to situations that would make such notice by the employee impossible.

6.4 Compensation on Termination / Resignation:

Upon termination, resignation or retirement, employees who have completed their initial probationary period shall be cashed out for any unused vacation benefits with their final paycheck.

6.5 Discipline / Discharge:

No employee shall be discharged except for just cause. The parties recognize that, generally, just cause required progressive discipline (generally: verbal warnings, which may be documented, written warnings – which may include work performance improvement plans for poor work performance, suspension without pay, or discharge).

The intent of progressive discipline is to assist the employee with performance improvement. Progressive discipline shall not apply where the Employer determines that the nature of the offense requires more serious discipline in the first instance, up to and including termination.

The employee will be requested to sign the disciplinary action. The employee's signature thereon shall not be construed as admission of guilt or concurrence with the discipline, but rather shall be requested as an indication that they have seen and comprehend the gravity of the disciplinary action. Employees shall have the right to review and comment on disciplinary actions in their personnel file.

A copy of all disciplinary notices shall be provided to the Employee before such material is placed in their personnel file. Employees disciplined or discharged for just cause shall be entitled to utilize the grievance procedure. If, as a result of the grievance procedure utilization, just cause is not shown, personnel records shall be cleared of reference to the incident, which gave rise to the grievance.

The Clinic will notify the Union in writing within three (3) working days after any notice of discharge. The failure to provide such notice shall not affect such discharge but will extend the period within which the affected employee may file a grievance.

The Clinic recognizes the right of an employee who reasonably believes that an investigatory interview with a supervisor may result in discipline to request the presence of a Union representative at such an interview. The Clinic will delay the interview for a reasonable period of time (up to three (3) business days) in order to allow a Union representative an opportunity to attend.

The Clinic shall endeavor to correct employee errors or misjudgments in private, with appropriate Union representation, if requested by the Employee.

6.6 Personnel File:

Employees shall have access to their personnel file with reasonable frequency and, upon request, access shall be provided within two (2) business days following such a request. Conditions of hiring, termination, change in status, shift, leaves of absence, evaluations, commendations and disciplinary actions shall be in writing with a copy to the Employee prior to placement in their personnel file. The failure to abide by this section shall not affect the ability to proceed with the merits of discipline or discharge but may be a separately grievable matter and any grievance time-lines will be correspondingly extended.

Employees shall have the right to provide a written response to any written evaluations or disciplinary actions to be included in the personnel file.

6.7 Evaluations:

All regular employees will be formally evaluated in writing upon successful completion of the probationary period and annually thereafter.

Consistent with Article 6.6, employees will be given a copy of the evaluation. Employees will be required to sign the evaluation, acknowledging receipt thereof. Employees may elect to provide a written response to the evaluation, which will be retained with the evaluation in the employee's personnel file. Grieved evaluations will not be moved to arbitration.

6.8 Job Posting:

When a job opening in the bargaining unit or vacancy in the bargaining unit occurs, notice of such position shall be posted in a prominent location by the Human Resources department for a period of no less than five (5) working days before the position is filled. The posting shall indicate the salary range for the position, the required or preferred minimum academic attainments and/or experience, to whom the position will report and the application process.

6.9 Internal Job Change:

An employee who is reassigned within the bargaining unit shall serve a probationary period of ninety (90) consecutive calendar days in his / her new assignment. The employee shall receive an evaluation at the end of the period of ninety (90) consecutive calendar days. The review period may be extended at the sole discretion of the Employer for an additional ninety (90) consecutive calendar days.

If an employee chooses or is removed from the new job within the review period, he/she shall be returned to his/her former job without loss of seniority or other benefits provided that the job still exists and is vacant and the interview process has not commenced. If the former job has been eliminated, or the position has been filled, the employee will be eligible for other vacant positions for which the employee is qualified or shall be released from duty and will be placed on the recall roster and provided with recall rights in accordance with Article 7.

6.9.5 Hiring Process:

Bargaining unit input will be considered as part of the selection process for bargaining unit positions. At least one bargaining unit member will be selected for each panel that interviews and makes hiring recommendations for bargaining unit positions. Generally, the bargaining member's job classification will be the same as the position being filled.

6.10 Parking:

The Employer will provide parking at no cost to employees.

6.11 Years of Service:

For the purposes of fringe benefit administration, a year of service is the length of continuous regular full time and regular part time employment with the Employer, regardless of classification or bargaining unit status.

6.12 Outside Employment:

Employees shall have the right to engage in employment (including private practice) outside of their work hours so long as it does not interfere with the performance and fulfillment of job responsibilities at the Clinic and it does not present a conflict of interest, real or apparent. Employees shall not use the Clinic facilities, resources or time to carry out the duties of outside employment, nor shall they recruit clients or contracts away from the Clinic or refer to the Clinic private clients whose insurance benefits have expired.

If there is a belief that a real or apparent conflict may exist, the employee is obligated to notify the employer in writing, discuss the circumstances in full with the Human Resources Manager, and provide any relevant documents requested by the employer. Management shall determine whether a conflict of interest exists. Outside employment may not be unreasonably denied.

6.13 Personnel Assignment:

The Employer will provide a Hire Letter to each Employee prior to or at the date of hire. Additionally the Employer will provide the Personnel Assignment Form prior or at the time of any change in Job Title/Classification, Department/Program, FTE and Step/Rate of Pay. If the Employee is hired for a split Job Title/Classification or Department/Program, the Personnel Assignment Form will specify how the workweek will be allocated. A Union Delegate will meet with Human Resources to review all new Hire Letters and Personnel Assignment Forms on a monthly basis at a mutually agreed time.

6.14 Workload/Caseload Concerns:

Employees who have concerns about their workload will address the issues directly with their immediate supervisor in writing in order to identify and document the workload issues and develop a mutually written plan of action to address the issues. The supervisor has the option of utilizing regular supervision and/or staff meetings to assist in addressing the issues.

If the employee or manager feels that the plan of action is not effective after having been implemented for 30 days, either party may request that the issue be presented to a work group. The work group will develop a mutually written plan of action. The work group will consist of the employee identifying the concern, the union delegate, the immediate supervisor, any additional participants may be added by mutual agreement. If the issues(s) affect more than one program, additional employee and supervisory staff from those programs will be added to the work group.

The Labor-Management Committee may review any workload standards that arise, which may review these on a periodic basis in order to determine what, if any, improvements to the process are necessary, and identify any patterns of concern that might emerge. However, they will not be involved in specific employee workload/caseload concerns.

The Union and WCPC recognize that the final decision on workload issues rests with the administration whose responsibility it is to ensure that appropriate services are provided.

The determination of workload shall not be subject to grievance or arbitration nor shall utilizing this process affect an employee's performance evaluation or be a subject of discipline.

6.15 Partial FTE:

In an effort to retain experienced staff, facilitate movement to community employment and allow staff to reduce work demands, the Employer is committed to evaluating an employee request for FTE reduction to part-time status. Employees will submit FTE reduction request in writing to their supervisor who will respond within 3 weeks of receipt. Requests that do not compromise team needs and Clinic operation are likely to be approved.

In an effort to maintain FTE levels, approved FTE reductions will be posted internally for employees who are less than fulltime. This article is not intended to limit or restrict part-time employees who want to further reduce their FTE although requests for reductions below .50 FTE are not likely to be approved.

6.16 Permanent Reassignment of Support Staff:

If the Employer identifies the need for a permanent job reassignment (lower or higher) resulting in a job title change within a classification on a currently filled Support Staff position, then the Employer will notify the affected Employee and the Union within thirty (30) days of the effective implementation of this decision. Upon the Union's request, the Employer and the Union shall meet within fourteen days (14) of notification. The Employer and the Union will meet to discuss the reasons for the permanent title change and to review any suggestions concerning possible alternatives.

The affected Employee may have the option to "bump" a less senior Employee if they are qualified and immediately competent in the opinion of the Employer to perform those job functions.

If bumping is not an option, longevity increases would apply only upon the individual's pay rate falling within the relevant scale. The Employee would receive any additional across-the-board or cost of living increases.

6.17 Supervisor Caseloads:

To support an understanding of the demands placed on clinicians, Clinical Supervisors will have the option to carry a small caseload. They will have the option of having up to 4 clients on their caseload at any one time. The Employer agrees not to overly-utilize this so as to reduce or replace bargaining unit positions.

Article 7 **SENIORITY / LAYOFF / RECALL**

7.1 Definition:

Seniority shall be defined as the length of time a regular full-time and regular part-time employee has been employed by the Employer in the bargaining unit. Seniority shall be accrued based on the most recent date of hire into the bargaining unit as a permanent employee. A Seniority List, based upon the hiring date, will be established as a signing date of this Agreement.

7.2 Application of Seniority:

Seniority shall apply in the computation and determination of eligibility for benefits where length of service is a factor to be considered.

In the event of reassignment, transfer, layoff, or recall, seniority shall be the determining factor where employees are equally qualified to do the job. "Qualifications" will be the primary consideration, with seniority determinative where employees are equally qualified. Qualifications will include the minimum qualifications of education, training and experience as set forth in the job description, as well as the job performance, ability, employment record, contribution and fit of the individual to the needs of the team or program.

Consistent with Article 7.1 and 7.11, the order of lay-off is established by seniority. As to bumping and recall, the employee's ability to perform the unique functions of the job assignment will be the primary consideration, applied in accordance with seniority. Ability to perform will be defined as the immediate, clear and full performance on the job with no material reduction in the efficiency of the operation or services as determined by the Employer.

7.3 Probationary Period:

Seniority benefits shall not apply to an employee until completion of the required probationary period as defined in Article 4.1. Upon satisfactory completion of this probationary period, the employee shall be credited with seniority from the most recent date of regular hire in accordance with Article 7.1.

7.4 Loss of Seniority:

An employee will lose seniority rights by and/or upon:

- a. Resignation.
- b. Discharge.
- c. Retirement.
- d. Layoff / Recall roster of more than twelve (12) consecutive months.
- e. Failure to respond to an offer of recall.

If an employee is re-employed following the loss of his or her seniority, he or she shall be deemed a newly-hired employee for all purposes under this Agreement, except as provided in the following: if an employee is laid off or resigns in good standing after working at least twelve (12) consecutive months, and is thereafter re-employed within twelve (12) months, the employee will, upon successful completion of the probationary period, regain the seniority that he or she had as of the effective date that the employee resigned or was laid off.

7.5 Layoff Defined:

A layoff is defined as the anticipated permanent or prolonged reduction in the number of full-time equivalent (FTE) positions or the number of employees with their corresponding full or partial FTEs within the Clinic or within a job classification covered by this Agreement.

7.6 Meeting with the Union:

Upon the Union's request, the Employer and the Union shall meet promptly during the first fourteen (14) days of the thirty (30) day period as set forth in Article 7.7 to discuss the reasons and the time-lines for the layoff and to review any suggestions concerning possible alternatives to layoff.

7.7 Notice:

The Employer shall provide the Union at least thirty (30) days advance written notice of the anticipated effective date of a layoff. The notice shall include a brief explanation of the reason(s) for the layoff, the anticipated date of the layoff, a list of potentially affected employees, their job classification, their program and the information contained in Article 7.10.

Employees whose positions are assumed or bumped shall be given at least fourteen (14) days advance written notice (or pay in lieu thereof) before the effective date of the layoff.

7.8 Affected Group:

The affected group shall be defined as any position that has similar job, educational and licensure requirements for that/those position(s) identified in Addendum A.

7.9 Vacant Positions:

Unless mutually agreed by the Employer and the Union, any vacant (open) positions with similar or lesser qualifications as those required for the Affected Group will not be filled during the period beginning with the notice of layoff to the date of the layoff, unless the person filling the position is Senior to the Affected Group employees.

7.10 Seniority List:

If a layoff is announced, a current ranked seniority roster including job classifications, names, job locations, and FTE or hours per week shall be provided to the Union and posted, along with a listing of each vacant bargaining unit position, the job description, pay range and FTE.

7.11 Order of Layoff:

The following procedure shall apply to any layoff:

1. Affected employees: In the event of a layoff, the Employer shall first determine by job classification the number of employees or FTEs to be affected in a program by the layoff. Provided that the Employer determines that unique qualifications which are relevant to the prerequisites of the position and the ability to perform the job or continuity of client care are not overriding factors, the least senior employee within the affected job classification and/or affected program shall be selected for layoff. The employee(s) holding such FTEs shall be the "affected employee(s)".
2. Volunteers: Prior to implementing the provisions of the layoff procedure, the Employer will first seek, by a five (5) day posting process, volunteers for layoff, voluntary severance, or voluntary early retirement from among those employees who work within the same job classification and/or program as the affected employees. If there are more volunteers than affected employees, volunteers will be chosen by seniority. Eligible employees who volunteer for layoff will waive all rights to recall, however, they will have the ability to be considered for future openings for which they apply.

At the conclusion of the five (5) day posting period for soliciting volunteers, if there are no or insufficient volunteers within the affected job classification and program, the remaining affected

employees will be given at least fourteen (14) days notice of their layoff and must choose promptly (within three (3) full business days of receipt of the Notice) among the layoff options set forth in Article 7.13.

3. Probationary Employees: If the number of volunteers is not sufficient to meet the announced number of necessary layoffs, and if the affected employee is a probationary employee, then that employee shall be laid off and is ineligible to select among layoff options.

7.12 Comparable Employment:

For purposes of this Article, “comparable employment”, “comparable job” or vacancy shall be defined to include the same salary pay range,(this includes base pay, but excludes coordinator pay) same educational and experience qualifications, same FTE and a Workweek, which is substantially similar.

7.13 Layoff Options:

Affected employees who have completed their probationary period shall have the following options:

1. Assume a vacant position in the bargaining unit. On a seniority basis, the employee shall be offered available job openings within the bargaining unit for which the employee is qualified in the opinion of the employer.
2. The affected employee may displace (i.e. bump) a less senior employee. Thereby, the employee shall have the option to assume the least senior position within their affected job classification (per Addendum “A”) and/or program, provided that the employee “bumping” has more seniority than the employee holding the position to be bumped, is qualified and is immediately competent in the opinion of the employer to perform the job functions per Article 7.1. The employee who is bumped by the affected employee shall have the same rights under this Article.
3. If the affected employee elects not to take a vacant position, elects not to bump or cannot immediately and adequately perform the unique functions of the job assignment in assuming a vacant or bumped position, then that employee will be placed on the recall roster and will be eligible for recall under Article 7.15 or may elect to voluntarily sever.

7.14 Reduction in Hours of Partial FTE Reductions:

Any employee whose hours or FTE is reduced without being totally eliminated may elect to accept the reduction or may elect to be placed on recall in accordance with Article 7.15.

7.15 Recall:

An employee who has been laid off shall be entitled to recall rights for a period of twelve (12) months from the effective date of his/her layoff. If a vacancy occurs in the affected employees’ job classification, employees on the recall list shall be notified for such a vacancy. The vacancy will be filled, in accordance with seniority, among current employees and those on the recall list. If employees on the recall list opt not to accept an offer to return to work in a comparable position or fail to respond within seven (7) calendar days of the offer of recall, they shall be considered to have terminated their employment and relinquished all recall rights. If employees on the recall list opt not to accept an offer of a non-comparable position, they may retain their recall rights for the balance of their recall period.

As long as any employee remains on the recall roster the Employer shall not newly employ persons into the bargaining unit until all qualified employees holding recall rights have been offered recall, as above, to positions for which they are qualified, in the opinion of the employer.

It shall be the responsibility of the affected employee to provide the Employer with their current mailing address and telephone number. An employee on layoff who is offered recall must make his/her decision on whether to accept recall within seven (7) calendar days after being offered recall by the Employer. Day one (1) starts on the day of the receipt of the offer. If any offer of recall is accepted, the employee shall be deemed recalled and be removed from the recall roster. An employee who refuses an offer of recall to comparable employment shall be terminated.

A copy of the recall roster shall be provided to the Union, along with copies of job vacancies as they occur.

7.16 Vacation Cash Out / Final Pay:

Any regular employee, who is laid off from the Employer, who has completed their initial probationary period, shall be cashed out for any unused vacation benefits with their final paycheck.

7.17 Unemployment Claims:

If laid off employees apply for unemployment compensation benefits, the Employer will not contest the claim and will confirm that the employee was laid off.

Article 8 **WAGES**

8.1 Wage Schedule:

Employees covered by this agreement shall be paid in accordance with the wage schedules set forth in Addendums "B1 - 4" of this agreement. Management & SEIU both acknowledge a Side Letter regarding this article.

- a) Effective July 1, 2007, an increase of five and one-quarter percent (5.25%) to hourly wages and wage scales for all employees. In addition, the Clinician II wage scale shall be increased by \$1.00 per hour on all steps.
- b) Effective July 1, 2008, an increase of five and one-quarter percent (5.25%) to hourly wages and wage scales for all employees.
- c) Effective July 1, 2008, new step 17 shall be added to the clinical wage scale, with 2.5% step increments between all steps. All employees at the top of the scale shall be move to the new steps based on their seniority.
- d) Effective July 1, 2008, a new step 9 shall be added to the administrative support wage scale, with a 5% step increment between step 8 & 9. All employees at the top of the scale shall be moved to the new steps based on their seniority.
- e) Effective October 1, 2008 an increase of one-half of one percent (.50%) to hourly wages and wage scales for all employees.
- f) An annual longevity increase of 1% will be given to clinical and administrative staff on their anniversary, beginning with the year after they have moved to the top step in their wage scale.

8.2 Longevity Increases:

Longevity (step) increases shall become effective on the employee's anniversary date of hire.

8.3 Hire-in Rates:

Employees hired during the term of this agreement shall be placed on the salary scale (step) at a level in accordance with the following:

- a. Clinical staff will be placed on the scale at the step equivalent to their years of recent (past 10 years) and relevant qualifying experience. Support staff will be placed on the Support Scale at a step equivalent to their years of recent (past 10 years) and relevant qualifying experience at the rate of 2 years for 1 step.
- b. For purposes of this section, recent and relevant qualifying experience shall be defined as verifiable comparable employment in mental health or other relevant experience as it relates to the position.

8.4 Higher than Maximum Rates:

No employee paid higher than the maximum wage rate for his/her classification shall be paid less than his or her current rate for the duration of this agreement. Such an employee would receive any additional across-the-board or cost of living increases. Longevity increases would apply only upon the individual's rate falling within the scale.

8.5 Pay Days:

Employees shall be paid bi-weekly. Payday will be every other Friday, no later than 2:00 PM. Pay will be for the two (2) week period ending the preceding Friday. If the Payday is a holiday, then the Payday will be the first preceding workday.

8.6 Pay Slips:

The Employer shall provide employees earnings statement showing their wages, overtime, gross earnings, deductions, net earnings, vacation and sick leave accrual.

8.7 Emergency Payroll Draws:

Emergency draws may be requested in writing and require the approval of the employee's supervisor and the executive director.

8.8 Shift Differential:

Effective the date of ratification of this Agreement, employees who are regularly scheduled to work outside of the established business / operating hours of the Clinic will be paid a shift differential for those hours worked. The shift differential shall be forty-five (45) cents per hour for hours worked outside of the established business / operating hours. (Current hours of operation are Monday through Friday 8:30 – 5:30). The Office will be open additional hours at the option of the Employer. If employees voluntarily propose (i.e. not required by the Employer but arrive at by mutual agreement) a work schedule outside of the established hours of operation, shift differential is not applicable.

Shift differential will be paid on Holidays and Inclement weather days only outside of established business / operating hours and only to employees who are regularly scheduled to work outside of the established business / operating hours.

Article 9 OTHER COMPENSATION

9.1 Standby / Pager Pay:

Employees who are on standby / pager shall receive a retainer of \$2.00 (two dollars) per hour for all hours the employee is scheduled to be available for work.

Such compensation will be available where the employee is required to carry a pager or cell phone and to respond during non-duty hours, which are not the regularly scheduled work hours for that employee. If called and required to respond, the employee will be paid the time actually worked at the regular rate of pay for that job and will not concurrently be paid the standby / pager rate of pay.

9.2 Work in Higher Classification:

When an employee is formally assigned to a higher classification within the bargaining unit for a period in excess of ten (10) consecutive working days, he/she shall be paid at the higher pay rate retroactively to the first day so assigned. An employee's longevity increment date shall not be changed as result of a promotion within the bargaining unit.

When an employee is formally and temporarily assigned by mutual agreement to a higher position in Supervision or Management, which is not in the bargaining unit, he/she shall be paid at their regular pay rate plus ten percent (10%) pay rate retroactively to the first day so assigned.

Where such assignment is anticipated to last in excess of five (5) working days, the employee will take a temporary withdrawal from the Union for the period of the assignment. An employee's longevity increment date shall not be changed as result of a promotion.

Employees will be given a "Payroll Authorization / Status Change" form to evidence when they are formally assigned by mutual agreement to a higher classification in the bargaining unit or in Supervision or Management.

9.3 Mileage Reimbursement:

Employees will be reimbursed for the mileage traveled on Clinic business at the current IRS mileage rates. Tolls and Parking fees for such business use will also be reimbursed.

9.4 Other Business and Travel Expenses:

Employees will be reimbursed for other reasonable expenses associated with travel required by Employer. Before receiving reimbursement, employees must provide documentation verifying the expenses. Out of area travel must be approved in advance by the supervisor.

Article 10 VACATION

10.1 Vacation Accrual:

Regular Full-time and Regular Part-time employees shall accrue vacation benefits in accordance with their FTE and the following schedule effective the first full pay-period following ratification:

Years of Continuous Service

Paid Vacation Days

1-2

13

3-4

18

5-15

23

16 +

28

Employees may accrue up to 150% of their annual vacation benefit. When this level is reached, no further vacation will accrue until the employee reduces the balance by taking vacation. Employees have the option to cash out a max of 2 vacation days annually during the months of February and/or August.

10.2 Vacation Scheduling:

Vacation benefits shall accrue based on the employee's anniversary date. After the completion of the probationary period, employees may, with supervisory approval, schedule and take vacation to the extent that it has been earned.

The Employer shall encourage all employees to use the vacation time that they accrue and to facilitate coverage as required.

Vacation requests for the 12-month period February 1st – January 31st must be submitted to the supervisor by the January 15th prior and will be approved by seniority insofar as is practical with the service and contractual needs of the Employer. Requests submitted after January 15th may require a fifteen (15) day notice and will be approved on a first come / first served basis.

Requests submitted before the appointed deadline will not be approved until the deadline has expired so that all requests may be considered by seniority. For vacation requests requiring long-term planning (e.g. cruises, airline tickets, etc) the January 15th deadline shall be waived if an employee gets signed permission from a sufficient number of senior staff from the employee's program or team waiving their seniority for the individual request in order to assure coverage. Supervisors will respond within five (5) working days to vacation request other than the January 15th deadline.

The Employer reserves the right to adjust vacation schedules to meet the needs of our operations, provided, however that once approved, vacations may only be changed by mutual consent. Vacation leave requests of more than two (2) consecutive weeks will require specific prior approval of the Supervisor and Human Resources.

10.3 Vacation Pay:

Vacation pay shall be the amount that the employee would have earned if the employee had worked during the vacation period.

10.4 Vacation Upon Termination:

Upon termination of employment, employees who have completed their initial probationary period shall receive payment for any accrued unpaid vacation.

10.5 Illness During Vacation:

If a medically documented illness occurs during a vacation period, sick leave may be substituted (with the approval of the supervisor) for those days during the vacation when the employee was ill.

Article 11 HOLIDAYS

11.1 Holidays:

The following Holidays shall be with pay at the employee's regular rate of pay:

New Year's Day	Veteran's Day
Martin Luther King's Birthday	Thanksgiving Day
President's Day	Day After Thanksgiving
Memorial Day	Christmas Day
Independence Day	Personal Holiday
Labor Day	

Any day declared by the President of the United States or the Governor of the State of Washington as an ongoing legal holiday shall also be paid as a holiday beginning in January of the following year. If circumstances prevent taking a Personal Holiday within that year, this may be converted to a vacation day and carried over to the following year.

11.2 Religious Holidays:

Employees may also take other religious holidays off, with or without pay, through utilization of vacation or by making alternative work schedule arrangements with their supervisor's approval. Such requests shall not be unreasonably denied.

11.3 Holiday Observance:

Holidays falling on Saturday shall be observed on the proceeding Friday. Holidays falling on Sunday shall be observed on the following Monday. If a holiday falls within a scheduled vacation period, that day would not be deducted from vacation leave.

11.4 Holiday on Scheduled Day Off:

All Regular Full-time and Regular Part-time employees will normally receive paid time off for each holiday, whether it falls on a scheduled workday or not, in proportion to their FTE. Those employees on an unpaid leave of absence will not be paid for any holidays observed during their leave, except as required by law.

11.5 Holiday Compensation:

Employees required to work on a holiday will be paid for the holiday, pro-rated to their FTE, and in lieu of time off, will also be compensated for hours actually worked as follows:

- A. Stand-by / Pager pay at three times (3X) the regular rate.
- B. All hours worked at twice (2X) the regular rate of pay as defined in Article 5.4.

To the extent feasible, Holiday work will be rotated by the Employer within the Unit.

When the holiday falls on a weekend and is observed on Friday or Monday, the employees that work the actual holiday will be paid at twice (2X) the regular rate plus the holiday pay. Employees working the observed day rather than the actual day will also be paid twice (2X) the regular rate plus the holiday pay. Employees that work both the observed holiday and the corresponding actual holiday will be paid at twice (2X) the regular rate on the observed holiday only, plus the holiday pay.

Article 12 SICK LEAVE

12.1 Sick Leave Accrual:

Regular Full-time and Regular Part-time employees shall earn sick leave at the rate of eight (8) hours per month, or ninety-six (96) hours per annum to a maximum of three hundred sixty (360) hours on a pro-rated basis for a 40 hour workweek basis or a corresponding proportionate rate for those electing to stay upon a 37.5 workweek basis. Sick leave benefits shall accrue from the date of hire and carry over from year to year to a maximum of three hundred sixty (360) hours. Paid sick leave may be charged on an hourly basis.

12.2 Sick Leave Usage:

Sick leave shall be granted when an employee is absent from work due to a scheduled health care appointment (medical, dental, optical), illness, injury, mental illness, or other medical condition of the employee or family members. Sick leave is also appropriate for illness or disability caused by or contributed to by pregnancy or childbirth and recovery there from.

Absence due to illness or injury shall be immediately reported to the supervisor at the beginning of the absence. An employee who does not report for work for three (3) consecutive days due to illness or injury may be required to provide a proof of illness or injury from a State licensed medical practitioner. Failure to provide such proof if required may cause loss of pay. Abuse of sick leave shall constitute just cause for discipline.

12.3 Health Leave / Extended Sick Leave:

Following the completion of one (1) year of continuous employment, any employee who has worked at least 1250 hours during the prior twelve (12) months and experiences an extended illness, disability, incapacity due to an accident or other absence as defined in Article 12.2, shall be eligible for Health Leave / Extended Sick Leave. Accrued sick leave will be used after which time accrued vacation leave will automatically be used until it is exhausted. Health leave, which includes use of sick leave and vacation, may be granted for a period of up to six (6) consecutive months without loss of seniority.

If the employee's unpaid absence from work (after the utilization of accrued sick and vacation leave) for health reasons does not exceed ninety (90) consecutive days, the employee shall return to work to a

comparable position for which the employee is qualified. Thereafter, upon requesting return to work, the employee shall be offered the first available opening for which the employee is qualified and has the seniority to secure (“assumed to have signed” available postings for which they are qualified).

The Employer may require a statement from a State licensed medical practitioner verifying the employee’s health condition and attesting to either the employee’s incapacity to perform the work required of the position or physical capability and release to return to the work required of the position. A second opinion from a State licensed medical practitioner chosen by the Employer may be required at the Employer’s expense to clarify capacity, conditions of release or necessary accommodations.

12.4 Leave Sharing:

After six (6) months of employment, employees who have accrued a minimum of seventy-five (75) hours of sick leave shall be eligible to donate the accrued sick leave hours above that seventy-five (75) hour minimum to employees who suffer catastrophic or major (defined as five (5) days or more) illness or injury and have exhausted all available sick leave hours. The recipient employee may be donated up to a maximum of three hundred sixty (360) hours per annum, consistent with Article 12.1.

12.5 Incentive Sick Leave Plan:

If a regular full-time employee uses eight (8) hours or less of sick leave in six (6) calendar months, that employee will be granted eight (8) hours additional vacation hours as an incentive to keep sick leave usage at a minimum. An employee must be employed for the entire six-month period in order to be eligible for the Incentive sick leave bonus. Regular part-time employees are eligible for the same sick leave incentive on a pro-rated basis. The donation of sick time under “Leave Sharing” does not count as part of the utilization of sick leave for purposes of this section.

12.6 Coordination of Benefits – Workers’ Compensation:

Employees who have a work related injury or disease have a responsibility to immediately report this to their Program Director or Human Resources office.

Employees unable to work and/or who are seeking medical treatment because of a work related injury / disease shall initiate a workers’ compensation claim form in order to commence any workers’ compensation claim.

When an employee is eligible to receive payments under the Workers’ Compensation Act, accrued sick leave and/or vacation leave may be used to supplement such payments to make up the difference between compensation received under the Workers’ Compensation Act and the employee’s regular rate of pay, not to exceed the net earnings the employee would have normally received during a normal work week.

12.7 Family Member:

Employee’s family members are defined as: spouse, parent, stepparent, siblings, grandparents, children, stepchildren, mother / father-in-law, domestic partner, or other dependent if living as a member of the employee’s household.

12.8 Sick Leave Conversion:

Annually at a time of the employee's choice, regular full-time and regular part-time employees with at least one year of employment may trade unused sick leave for paid time off. The formula for the trade is two (2) days of sick leave for each paid time off day. The maximum trade allowed is twelve (12) unused sick days for six (6) paid time off days. Paid time off days will not be converted to vacation or paid out upon termination of employment. Employees will use the same criteria for requesting paid time off days as per Article 10.2 Vacation Scheduling.

12.9 Family Care:

An employee may use the employee's choice of sick or vacation time to care for;

- A. an ill child under the age of eighteen (18) or over (18) if incapable of self-care because of mental or physical disability; or
- B. a spouse, domestic partner, parent, parent-in-law, grandparent or grandchild of the employee who has a serious health condition or an emergency condition.

Article 13 **LEAVES OF ABSENCE**

13.1 General Guidelines:

Leaves of absence shall not be unreasonably denied. All leaves are to be requested in writing as far in advance as possible. Such requests are to be directed to the Executive Director for periods in excess of five (5) work days and to the Program Manager or HR Manager for period of five (5) work days or less and should specify the type of leave requested, the reasons for the leave, the length of leave requested and the anticipated return date. A written reply from the Executive Director to grant or deny the request shall be issued as soon as possible, but within two (2) weeks, on all leaves in excess of five (5) work days.

All leave times are for the maximum periods indicated. At the sole discretion of the Executive Director, an additional period of ninety (90) calendar days may be added to Health Leave (Article 12.3), Personal Leave (Article 13.8) and Family Leave (Article 13.9). Such request for extension must include a substantiation of extenuating circumstances and demonstration of adverse impact to the employee or family members. No combination of leaves may exceed twelve (12) months.

13.2 Jury Duty / Court Appearances:

Regular employees who are required to serve on jury duty on a regularly scheduled work day, or who are called to be a witness in a legal proceeding involving the Employer, shall be compensated by the Employer for the difference between their jury duty/witness fee pay and their regular rate of pay. Employee subpoenaed for proceedings not involving the Employer will be given unpaid release time. Employees will not be expected to work their scheduled shift for the time necessary or required to serve on jury duty or participating in any judicial proceeding on behalf of the Employer. Upon request, employees scheduled for night work may be excused for a commensurate number of hours.

13.3 Military Leave:

Any person who vacated a position of employment to enter active duty or training in the Washington National Guard, the Armed Forces of the United States, or the United States Public Health Service, shall be re-employed within ninety (90) days of discharge under the conditions prescribed in RCW 73.16.031 through 73.16.100.

Such persons must return to employment within three (3) months after serving four (4) years or less, provided that any additional services imposed by law will not affect their re-employment rights (RCW 73.16.035).

Leave required in order for an employee to maintain status in the military, or in order for an employee to fulfill her/his obligated service in the uniformed services, shall be granted without pay and without loss of benefits, seniority or pay status accrued during the leave, and shall not be considered part of the earned annual vacation time unless the employee requests to use vacation leave time. The employee shall not accrue vacation or sick time while on a military leave of absence.

The employee shall have the right to elect to continue their existing employer-based health plan coverage for themselves & their dependents for up to 24-months while in the military. If the employee elects not to continue coverage during their military services, they have the right to be reinstated in the employer's health plan when she/he is reemployed, generally without any waiting periods or exclusion (e.g. pre-existing condition exclusions) except for service-connected illnesses or injuries.

The employee shall make a good faith effort to notify her/his supervisor promptly when the leave will begin, and its expected end date. Upon completion of military duty, the employee shall notify the Employer in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). Upon return from the military leave, the employee shall be reinstated to the same or comparable position she/he would have held if her/his continuous employment had not been interrupted so long as she/he is qualified for the position or can become qualified after reasonable efforts by the Employer, per RCW 73.16.033.

13.4 Bereavement Leave:

Five (5) days of paid leave shall be granted for each occurrence of the death of a family member as defined in Article 12.7. An additional two (2) days may be granted, up to a maximum of seven (7) days, where extensive travel (when one way is greater than 350 miles from Bellingham) is required to attend the funeral. Two (2) days paid leave may be granted annually in the event of the death of other relatives or close friends.

13.5 Emergency and Other Paid Leave:

Limited leave, to a maximum of five (5) days, with pay, may be granted for Emergency Purposes, with written approval of the Executive Director, when sick leave, vacation leave, or family/medical leave are not available or do not apply in keeping with the definitions provided in paragraph 2 of this section. Additional days may be approved without pay.

In general, emergency leave is provided to cover absences from work for reasons that are unforeseen and beyond the control of the employee. This includes serious illness and/or death of family members or close personal friends. Nothing will be construed to be an emergency if the matter can be reasonably consummated during non-working hours.

13.6 Inclement Weather:

If the Executive Director because of inclement weather or other abnormal conditions closes any facility, employees will be paid at their regular rate of pay for such time as the facility is closed. Emergency staff who are required to work and who perform services when the clinic is closed will be offered an adjusted work day within the same work week, for the amount of time actually worked.

Employees are expected to report for work if they deem it safe to travel on all days, which the Clinic is open. The inability of the employee to report to work because of severe inclement weather may be taken as sick leave to a maximum of three (3) days per year. If their work site is open but an individual chooses not to travel due to weather conditions, or if they arrive late or leave work early, and the employee does not have sick leave, the employee shall take the time off as vacation leave, personal leave or leave without pay.

13.7 Maintenance of Seniority:

Paid or unpaid leaves shall not alter an employee's anniversary date of employment or otherwise affect his/her compensation or status with the employer except as prescribed in this agreement and in keeping with the definition of "hours worked".

13.8 Personal Leave Without Pay:

Extended leaves of absences without pay for up to six (6) months may be granted for personal, parental, family needs or development opportunities, following the completion of one (1) year of continuous employment, and completion of at least 1250 hours during the prior twelve (12) months. Any request for such a leave must be made in writing, stating the reason for the leave and intention to return to work at a specified date. The seniority of employees on a leave without pay shall be treated in accordance with article 7 during the leave of absence for purposes of longevity steps or benefits.

Except as is otherwise required by law or provided in this Agreement, if an unpaid leave of absence does not exceed sixty (60) consecutive calendar days, the employee will be reinstated to a comparable position. If an unpaid leave of absence exceeds sixty (60) consecutive calendar days, the Employer may permanently fill the vacated position. If the Employer has filled the vacated position, the employee shall be offered the first available opening for which the employee is qualified and has the seniority to secure ("assumed to have signed" available postings for which they are qualified) for a period of up to six (6) months from the beginning of the unpaid personal leave of absence. If the employee has not been reinstated within this six (6) month time period or the employee has refused an offer of reinstatement, the employee's employment with the Employer shall be deemed surrendered and terminated.

13.9 Family Leave:

Under the terms of the Family and Medical Leave Act of 1993 (FMLA) and the state law, upon the completion of one (1) year of continuous employment, any employee who has worked at least 1250 hours during the prior twelve (12) months shall be entitled to up to twelve (12) weeks of unpaid leave per year for the birth, adoption or placement of a foster child; to care for a spouse or immediate family member with a serious health condition; or when the employee is unable to work due to a serious health condition.

The Employer shall maintain the employee's health benefits during this leave. For purposes of this Agreement, domestic partner and the children of the domestic partner shall be included within the definition of "immediate family".

If a leave qualifies under both federal and state law, the leave shall run concurrently. Ordinarily, the employee must provide thirty (30) days written advance notice to the Employer when the leave is foreseeable. The Employer may require or the employee may elect to use accrued paid leave time for which the employee is eligible during family leave. The combination of FMLA and Health Leave, as defined in Article 12.3, is not precluded.

The Employer will grant leave consistent with state and federal law. Family leave shall be consistent with the FMLA and the adopted conditions and provisions of the state and federal law and are not intended to expand upon the rights thus set forth.

Consistent with RCW 49.60.180, the Employer will grant a leave of absence for the period of temporary disability because of pregnancy or childbirth. Leave for temporary disability due to pregnancy or childbirth will be medically verifiable consistent Article 12.3.

Article 14 HEALTH AND WELFARE

14.1 Maintenance of Benefits:

The Employer will continue in full force and effect all its current benefits including medical, dental and vision for the term of this Agreement for eligible employee coverage.

At the sole discretion of the Employer, the Employer may select alternative plans that will reduce costs to the employer and / or the employees but may not substantially change the out-of-pocket costs or reduce benefit levels to the employees.

14.2 Health Insurance:

The Employer shall provide and pay (for the employee, in proportion to their FTE) for medical, surgical and hospital services coverage for all regular full-time and part-time employees assigned at least a .5 FTE.

14.3 Dental Coverage:

The Employer shall provide and pay (for the employee, in proportion to their FTE) for a dental plan for all regular full-time and part-time employees assigned at least a .5 FTE.

14.4 Pension:

The Employer will continue in full force and effect the 403 (B) Pension Thrift Plan currently in effect together with current contribution rate (Employer contribution rate of 3%) and current eligibility requirements. The employees may also make contributions on a voluntary basis.

14.5 Professional Liability:

The Employer will continue to provide liability insurance for employees within the bargaining unit. The Employer shall make available to the Union evidence of such coverage upon request.

14.6 Workers Compensation:

The Employer will provide Workers' Compensation Insurance and Unemployment Compensation Insurance in accordance with the laws of the State of Washington. After utilizing all paid leave, employees who were receiving Employer-paid medical insurance prior to the workplace injury shall continue to receive Employer-paid medical insurance for an additional three (3) months.

Article 15 **EDUCATION AND PROFESSIONAL DEVELOPMENT**

15.1 Education Leave:

Regular employees will be allowed up to twenty-four (24) hours of paid education leave (pro-rated for part-time employees) per calendar year for educational or professional purposes. When an employee is required by the Employer to attend an educational or professional function it is not considered educational leave. If an employee attends an approved education offering on a day the employee is not scheduled to work, the employee shall be entitled to take another scheduled day off with pay as educational leave. Educational leaves will not be unreasonable denied by the Employer.

Employees will be accorded, as necessary, travel time. The intent is for employees not to lose time or pay from regularly scheduled hours. It is not intended as entitlement to time off. Upon departmental approval, travel on compensated time is permitted, not to exceed the actual time such travel would take.

15.2 Educational Funds:

To promote educational and professional development, the Employer will allocate up to \$200 per FTE per year to each work team. Upon approval by their supervisor, employees will be reimbursed for the actual costs of educational offerings, which may include mileage and other related expenses. These moneys may also be used to purchase books or videos for educational purposes.

The value of proposed training to the individual versus the value to the Clinic will be taken into account. The value of the training to the Clinic will take precedence. The Clinic is also committed to providing top quality educational offerings on site on subjects of benefit to the professional development to all staff. Staff will have input into what training shall be provided and by whom. Such training will not count against any team's educational funds.

Article 16 **LABOR / MANAGEMENT COMMITTEE**

16.1 Purpose of Committee:

A joint labor-management committee shall be established to assist with personnel and other mutual problems. The purpose of the Labor / Management Committee shall be to foster improved communication between the Employer and bargaining unit employees and to provide another forum for employee input. The function of the committee shall be to address issues it deems appropriate, including but not limited to: health and safety issues, professional development, training, productivity and workload standards, record keeping requirements, and other issues of mutual concern. A Union Delegate and the Human Resources Manager will develop the agenda for each meeting. Other joint labor management committees may also be established. The function of the Committee shall be limited to an advisory rather than decision-making capacity.

The parties agree that the Committee is a good faith effort to foster enhanced labor relations. The Labor / Management Committee shall not amend or modify this Agreement in any way. The committee shall meet not less than bi-monthly or as often as deemed necessary by mutual agreement.

16.2 Composition of Committee:

The committee shall be established on a permanent basis and shall consist of not more than six (6) representatives of the Employer and not more than four (4) clinical staff and two (2) support staff representatives selected by the Union. The Committee will be representative of all areas and work-sites. A Union Delegate and the Human Resources Manager will develop the agenda for each meeting. The Committee shall be limited to Committee Members and individuals invited at the request of the entire Committee.

16.3 Compensation:

All time spent by employees on Employer-established committees, where attendance is required, and all time spent by members of the joint labor-management Committee will be considered time worked and will be paid at the appropriate regular rate of pay. Meetings will be scheduled for up to a maximum of two (2) hours and employees will be compensated for the meeting time, provided that compensation beyond that amount of time will require express mutual agreement.

Article 17 **HEALTH AND SAFETY**

17.1 Safe Workplace:

The Employer is responsible for maintaining a safe and healthful workplace. The Employer shall comply with all Federal, State, and local laws applicable to the safety and health of its employees.

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 a final determination with regard to safety.

Nothing in this Agreement shall imply that the Union has undertaken or assumed any liability to provide a safe workplace or to correct health and safety hazards.

17.2 Health and Safety Plan:

The Employer shall develop and follow written policies and procedures to deal with on-the-job assault, sexual assault, threats, or harassment and shall conduct an ongoing site-specific security plan.

17.3 Training:

The Employer shall provide training to all employees on dealing with individuals who present potential risk to employees. Staff members shall receive training in the first three (3) months of the effective date of the Agreement and shall be offered at least annually thereafter.

17.4 Assault of an Employee:

Should such coverage not be available to the employee under the Employer's Health and Welfare plan, the Employer shall provide any employee who has been subjected to a physical assault in the course of

employment with up to ten (10) counseling sessions with a professional counselor chosen by the employee from a list of three (3) counselors designated by the Employer.

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 ascertain the facts regarding the incident, determine the needs and status of the client, and expedite support of the staff. The meeting should consist of all affected staff and other persons as deemed necessary by the Employer.

17.5 Infectious Diseases:

The Employer agrees to pay for diagnostic tests for staff that may, in the course of their work, be exposed to blood borne pathogens and/or Tuberculosis. The Employer further agrees to pay for annual immunization against influenza for all requesting staff and immunizations against Hepatitis B for at-risk staff that may be exposed to these infectious of communicable diseases in the performance of their job. The above will be paid for to the extent such vaccines, tests, and delousing agents are not otherwise covered by the employee's health insurance.

Article 18 **GRIEVANCE PROCEDURE**

18.1 Grievance Defined:

A grievance is defined as an alleged violation involving the application, meaning, or interpretation of the terms of this Agreement. All parties to the Agreement are entitled to the grievance procedure. Crucial to the cooperative spirit with which this Agreement is made, between the Union and the Employer, is the sense of fairness and justice brought by both parties to the resolution of employee grievances.

This Grievance Procedure does not preclude and, in fact, encourages both parties to attempt to discuss or resolve a dispute or complaint prior to the filing of a formal grievance. Further, in instances where a grievance is filed, it is the intent of both parties that grievances shall be settled and remedied at the lowest possible step and that all procedures set forth herein shall be complied with as expeditiously as possible.

18.2 Grievance Procedure:

The grievance shall be placed in writing setting out in detail the facts giving rise to the grievance, dispute or complaint and the specific portion or portions of this Agreement believed violated and signed by the employee or employees involved. The grievance shall be clearly marked as a "Grievance" and shall also set forth the remedy or recourse specifically requested. Probationary and temporary employees shall not be entitled to use this grievance procedure for discharge or disciplinary action (unless that status is a temporary assignment of a regular employee). If more than five (5) employees or three (3) or more from different teams or departments are involved, one or more of the involved employees and the shop steward, Union Delegate or an official of the Union shall sign the grievance.

Time limits set forth in the following must be strictly adhered to and may only be extended by mutual written consent of the parties. Working days shall be defined in the Section to exclude Saturdays, Sundays and observed holidays. The grievance shall be deemed waived if not set forth in writing and filed within the prescribed times when the employee reasonably should have known of the events

giving rise to the grievance. A grievance not filed or advanced to the next step within the time lines by the employee or Union shall be deemed permanently withdrawn, no longer in dispute and a waiver of the party's right to pursue the matter further through the grievance procedure. Should the employer not meet the time lines, the grievance will automatically move to the next step unless otherwise agreed upon by both parties.

Human Resources personnel, Union representatives, and/or delegates may participate in any phase of the dispute resolution procedure upon request of those involved in the dispute.

Any grievance or dispute, which may arise between the parties, shall be submitted to the following grievance procedure.

Step 1: Immediate Supervisor:

The employee shall file the grievance and first attempt to resolve the grievance immediately with the employee's immediate supervisor but in no event later than fourteen (14) working days of the date the employee knew or reasonably should have known that a grievable issue exists. The supervisor will issue a response in writing to the employee within five (5) working days of the meeting. The employee will then elect to accept the response or request a Step 2 meeting in writing.

Step 2: Outpatient Services Director:

If the matter is not resolved to the employee's satisfaction in Step 1, within ten (10) working days of the immediate supervisor's decision, a conference between the Clinical employee and the Outpatient Services Director shall be held for the purpose of attempting to resolve the grievance. The Outpatient Services Director shall issue a written reply within five (5) working days following receipt of the Step 2 meeting. The Clinical employee will then elect to accept the response or request a Step 3 meeting in writing.

Support Staff will bypass Step 2 in the grievance procedure and move to Step 3 with the Executive Director.

Step 3: Executive Director:

If the matter is not resolved in Step 2, the grievance shall be referred in writing to the Executive Director within ten (10) working days of receipt of the Step 2 response. The Executive Director (and/or designated representative or representatives) and the Union Representative shall meet within ten (10) working days for the purpose of resolving the grievance. The Executive Director shall provide a written response to the grievance within five (5) working days of the Step 3 meeting.

Step 4: Arbitration:

If the grievance is not resolved on the basis of the foregoing procedures, within ten (10) working days of receipt of the Step 3 written response, upon the written motion of either party, the matter may be referred to arbitration. A list of eleven arbitrators will be requested by the filing party from the American Arbitration Association, the Federal Mediation and Conciliation Service or other mutually agreeable source to furnish lists of available

arbitrators. The parties shall there upon alternate in striking a name from the panel until one name remains. The person whose name remains shall be the arbitrator.

The parties shall attempt, in good faith, to agree upon a joint stipulation of the issue to be decided and the pertinent facts, which are not in dispute. No pre-hearing or post-hearing briefs shall be submitted unless mutually agreed to.

The arbitrator's decision shall be final and binding on all parties subject to the limits of authority stated herein. 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 provisions of this Agreement as they may apply to the specific facts of the issue in dispute.

Decisions of the arbitrator shall be subject to and in accord with the provisions of existing laws, including court and NLRB decisions and executive and administrative orders and/or regulations. The decision of the arbitrator shall be based solely upon the record presented at the hearing.

The arbitrator's fee and any other expenses jointly incurred incident to the arbitration hearing will be split by the parties. 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.

Should either party request a transcription of an arbitration, that party shall bear the costs of a court reporter or other transcriber provided, however, that the other party shall pay one-half (1/2) the costs of the reporter should access to the transcript or a copy of the transcript be requested.

At the conclusion of the arbitration hearing, the Arbitrator shall proceed within thirty (30) calendar days to render a decision, which shall be final and binding on all concerned.

18.3 Union / Employer Grievance:

The Union may initiate a grievance at Step 2 if the grievance involves a group of employees (five (5) or more or three (3) or more from different teams or departments) if the grievance is submitted in writing within ten (10) working days from the date the employees became aware or reasonably should have known that the grievance existed.

The Employer may initiate a grievance at Step 3 and the grievance is submitted in writing within ten (10) working days from the date the Employer became aware or reasonably should have known that the grievance existed.

Union or Employer Grievances may be referred to mediation services by mutual agreement prior to Arbitration.

18.4 Scheduling of Meetings:

The parties will endeavor to hold grievance meetings when practical during the non-working time of the aggrieved employee and appropriate Union Delegate. When it is not practical to hold such a

meeting during non-working time, the aggrieved employee and the appropriate Union Delegate will not suffer loss of pay for the time spent attending such a meeting.

Article 19 NO STRIKE, NO LOCKOUT

19.1 No Strike, No Lockout:

The Union and each employee covered by this Agreement agree not to cause, permit, initiate, or participate in any strike, sympathy strike, work stoppages, slowdowns, picketing, sit-down, or other curtailment of work or interference with the operation of the Employer's business or operations or engage in any other forms of economic actions against the Employer during the life of this Agreement. The Union will use its best efforts to curtail any activity covered by this Article. The Employer shall not engage in a lockout of employees during the term of this Agreement.

Article 20 MANAGEMENT RESPONSIBILITIES

20.1 Management Rights:

The Union recognizes that the Employer retains the exclusive right to operate and manage the business of the Agency, to direct, control and schedule its operations and workforce and to make any decisions affecting the Agency, whether or not specifically mentioned herein and whether or not heretofore exercised. Such prerogatives shall include, but not be limited to, the sole and exclusive rights to: hire; promote, lay-off, assign, classify, reclassify, evaluate transfer; discharge and discipline employees for just cause; select and determine the number of its employees, including the number assigned to any particular work; increase or decrease that number; direct and schedule the workforce; determine the location and type of operations; determine and schedule when reasonable overtime shall be worked (schedule and require reasonable overtime work); install or move equipment; determine the work duties of employees; promulgate, modify, post and enforce policies, procedures, rules and regulations governing the conduct and acts of employees during working hours; select supervisory and managerial employees; train employees; create or eliminate jobs; relieve employees because of lack of work, retirement, or for other legitimate reasons; discontinue or reorganize or combine any department or branch of operations with any consequent reduction or other change in the working force; subcontract or relocate bargaining unit work; introduce new and improved methods of operation or facilities, regardless of whether or not such may cause a reduction in the working force; establish work performance levels and standards of performance for the employees; and in all respects carry out, in addition, the ordinary and customary functions of management, all without hindrance or interference by the Union except as specifically altered or modified by the express terms of this Agreement.

None of the above mentioned rights shall be exercised in an arbitrary or capricious manner.

Article 21 **GENERAL PROVISIONS**

21.1 **Conflict with Laws:**

Any provision of this Agreement in conflict with any state law, federal law or court ruling presently in existence, or becoming effective during the term of this Agreement, shall be suspended and the parties shall enter into negotiations about the suspended provision. All other provisions of the Agreement shall remain in full force and effect.

Article 22 **LIFE OF AGREEMENT**

22.1 **Term of Agreement:**

This Agreement shall be effective July 1, 2007 and shall continue in full force and effect through and including March 31, 2009. Should either party desire to change or modify the Agreement, written notice shall be served at least ninety (90) days prior to the expiration date. After receipt of such notice, negotiations shall commence.

Should the Union decide to take economic action, the Union and Employer, consistent with their common interest in continuing essential services to our clients provided by the Crisis Services Teams of WCPC, commit to meet and discuss the impact of such an action. This meeting will occur prior to March 31, 2009 and twenty-one (21) or more calendar days prior to any planned action that may affect these services. If the Union decides to take economic action, the ten (10) day notice requirement for health care workers (National Labor Relations Act – Section 8(g)) must be served to WCPC management.

LETTER OF UNDERSTANDING

Third-Party Relationships:

The Union and Employer recognize that WCPC has contracted relationships with third-parties for the provision of mental health services and that members of the bargaining unit may, in the course of their work interact with representatives of those third-parties. The Employer shall share with those employees relevant information about the terms and conditions of the third-party relationships and the expectations of conduct for employees who work involves interaction with those third-parties. The Employer agrees that if the third-party communicates to WCPC representatives any concerns regarding a WCPC employee working on their contract, then the Employer shall proactively investigate the matter and shall work with the employee and the third-party to achieve a resolution of the matter.

IN WITNESS THEREOF, the parties hereto have executed this Agreement this ____ day of _____ 2007.

Whatcom Counseling and Psychiatric Clinic

District 1199NW, Hospital & Health Care
Employees Union, SEIU

Drew Pettus, Chairman of the Board

Diane Sosne, President

Andrew R. Byrne, Executive Director

Jonathan Rosenblum

Whatcom Counseling and Psychiatric Clinic
Negotiating Team

District 1199NW - SEIU
Negotiating Committee

Michele Hall

Jessica Aiken

Marcy Marks

Sandarah Amun

Michael Price

Kathleen Daughenbaugh

Maddy Dix

Jordan Feigal

Kristen Hagin

ADDENDUM “A”

Contract by and between
District 1199 NW, Hospital & Health Care Employees Union, SEIU, and
Whatcom Counseling and Psychiatric Clinic

Job Classifications

Accounting

Administrative Support

ARNP

Behavioral Health Aide

Clinician I

Clinician II

Clinician III

DMHP

IS

LPN

Maintenance

Medical Records

RN

ADDENDUM “B”

Insert Wage Scales

ADDENDUM "C"

Whatcom Counseling and Psychiatric Clinic
Job Classification: Accounting

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JOB TITLE: Accounting I

MINIMUM QUALIFICATIONS: High School Diploma or equivalent. No minimum requirement for work or experience. Bookkeeping knowledge a plus, but not required. Ability to file alphabetically, operate 10-key calculator, answer telephones, operate fax machine, and assist staff and clients in a respectful manner. Position requires a high level of direction and supervision.

JOB TITLE: Accounting II

MINIMUM QUALIFICATIONS: High School Diploma or equivalent. Familiar with basic office equipment and operations. One year of work experience is required, relevant experience is required: bookkeeping knowledge and/or experience is a plus (including, but not limited to, Accounts Payable, General Ledger, Accounts Receivable, Payroll, etc). Ability to file alphabetically, operate 10-key calculator, answer telephones, operate fax machine, and assist staff and clients in a respectful manner. Position requires a high level of direction and supervision.

JOB TITLE: Accounting III

MINIMUM QUALIFICATIONS: High School Diploma or equivalent. Minimum three years relevant experience and/or education with the ability to demonstrate knowledge and skills in areas that relate to the position:

General Accounting: Experience with full-charge bookkeeping or accounting knowledge and/or experience required (including but not limited to Accounts Payable, General Ledger, Accounts Receivable, Payroll, etc).

Insurance Eligibility Specialist: Experience with insurance/medical billing, obtain necessary insurance referrals and authorizations from insurance companies and completed paperwork from clinicians. Ability to research Medicaid eligibility via the internet and the local DSHS office.

Operate 10-key calculator, answer telephones, operate fax machine, and assist staff and clients in a respectful and professional manner. Requires organizational skills with an emphasis on attention to detail, ability to communicate effectively, able to complete and prioritize tasks with assistance from the supervisor, a self-starter. Position requires a moderate level of direction and supervision.

JOB TITLE: Accounting IV

MINIMUM QUALIFICATIONS: Associates Degree in Accounting or Finance and 3+ years practical experience or equivalent. Ability to demonstrate an advanced skill and proficiency in areas that relate to the position: ability to demonstrate accounting knowledge and skills, including but not limited to, General Ledger Management, Payroll administration and processing, Accounts Payable processing, Financial Statement preparation, Balance Sheet reconciliations, sub-ledger management (Accounts Receivables, Accounts Payables, etc.), variance analysis, and budget development. Experience with insurance/medical billing a plus. Operate a 10-key by touch. Requires organizational skills with an emphasis on attention to detail, ability to communicate effectively and professionally with all levels of staff and with the clients, able to prioritize tasks and manage tasks with a limited level of assistance from the supervisor. Position will work independently with a minimal level of direction and supervision.

Whatcom Counseling and Psychiatric Clinic
Job Classification: Administrative Support

JOB TITLE: Administrative Support I

MINIMUM QUALIFICATIONS: High School Diploma or equivalent. No minimal requirement for work or experience. Must have the ability to answer telephones and assist staff and clients in a respectful manner. Position will be held to a high level of confidentiality. Position requires a high level of direction and supervision.

JOB TITLE: Administrative Support II

MINIMUM QUALIFICATIONS: High School Diploma or equivalent. Familiar with basic office equipment (phones & copy machine) and operations. One year of Reception/Switchboard work experience is required, preferably in a medical setting. Must have the ability to answer telephones, collect cash and able to return correct change, and the ability to communicate effectively with staff and clients in a respectful manner. Position will be held to a high level of confidentiality. Position requires a high level of direction and supervision. Basic understanding of health insurances and billing practices and payment collection.

JOB TITLE: Administrative Support III

MINIMUM QUALIFICATIONS: High School Diploma or equivalent. Minimum three years Reception/Switchboard work experience, including payment collection.

General Office Support: A knowledge of health insurances and billing practices required including a proficiency in data input of client demographics into a clinical data base.

Transcriptionist: A knowledge of health care terminology and the ability to type 70 w.p.m. is required. Organizational skills with an emphasis on attention to detail, ability to communicate effectively, able to complete and prioritize tasks with assistance from the supervisor. Must have the ability to answer telephones, be a self-starter, and assist staff and clients in a respectful manner. Position will be held to a high level of confidentiality. Position requires a moderate level of direction and supervision.

JOB TITLE: Administrative Support IV

MINIMUM QUALIFICATIONS: High School Diploma or equivalent. Minimum five years Reception/Switchboard work experience in a medical setting is required. Requires proficiency in data input of client demographics into a clinical data base. Requires previous experience with health insurance, billing practices and payment collection, and/or education with ability to demonstrate an advanced skill and proficiency in areas that relate to the position. Requires organizational skills with an emphasis on attention to detail, ability to communicate effectively with all levels of management and line staff, able to prioritize tasks and manage tasks with a limited level of assistance from the supervisor. Required to cross train to all other duties within Administrative Support Classification. Must have the ability to work with co-workers, clients and members of the community and follow up on any request/needs. Will have the ability to assess needs and perform audits of department and forward those assessment and recommendations to supervisor. Position will be held to a high level of confidentiality. Must have the ability to answer telephones, be a self-starter, and assist staff and clients in a respectful manner. Position will work independently with a minimal level of direction and supervision.

Whatcom Counseling and Psychiatric Clinic
Job Classification: Information Services

JOB TITLE: IS I

MINIMUM QUALIFICATIONS: High School Diploma or equivalent. For entry into this specialty, completion of high school with courses in business arithmetic, accounting, computers and typing is desirable. Familiar with basic office equipment and operations, can type 50+ WPM, operate 10-key. One year of work experience is required, relevant experience is preferred. Assist with duties as assigned. Provide customer service to all levels of staff. Position requires a high level of direction and supervision.

JOB TITLE: IS II

MINIMUM QUALIFICATIONS: High School Diploma or equivalent. For entry into this specialty, completion of courses in business arithmetic, accounting, computers and typing is desirable. Familiar with basic office equipment and operations, can type 50+ WPM, operate 10-key. Two years of relevant work experience is required. Assist with duties as assigned. Provide customer service to all levels of staff. Position requires a high level of direction and supervision.

JOB TITLE: IS III

MINIMUM QUALIFICATIONS: High School Diploma or equivalent. Minimum two years relevant experience and/or education with the ability to demonstrate knowledge and skills in areas that relate to the position: basic knowledge of business machines and troubleshooting of Operating Systems and Internet connection issues. Assist IS IV position with hardware diagnostic and troubleshooting, software installations and upgrading, install/troubleshoot all computer-related devices and phone systems, data Integrity of Client Information Database, simple report writing. Requires organizational skills with an emphasis on attention to detail, ability to communicate effectively, able to complete and prioritize tasks with assistance from the supervisor, self-starter. Position requires a moderate level of direction and supervision.

JOB TITLE: IS IV

MINIMUM QUALIFICATIONS: 1+ years of College Education or technical school Degree program. Minimum one year relevant experience and ability to demonstrate an advanced skill and proficiency in areas that relate to the position: Demonstrate knowledge of accounting procedures, management principles, use of business machines, troubleshooting of Operating Systems and Internet connection issues, knowledge of computer hardware diagnostic and troubleshooting, software installations and upgrading, able to install / troubleshoot all computer-related devices and phone systems, ability to research online and work through problems, data Integrity of Client Information Database, advanced report writing. Requires organizational skills with an emphasis on ability to communicate effectively with all levels of management and line staff, able to prioritize tasks and manage tasks with a limited level of assistance from the supervisor, well organized, and attention to detail. Position will work independently with a minimal level of direction and supervision.

Whatcom Counseling and Psychiatric Clinic
Job Classification: Medical Records

JOB TITLE: Medical Records I

MINIMUM QUALIFICATIONS: High School Diploma or equivalent. No minimal requirement for work or experience. Must have the ability to file alphabetically, operate fax machine, answer telephones and assist staff in a respectful manner. Position will be held to a high level of confidentiality. Position requires a high level of direction and supervision.

JOB TITLE: Medical Records II

MINIMUM QUALIFICATIONS: High School Diploma or equivalent. Familiar with basic office equipment (phones, fax, copier) and operations. One year of work experience and data entry experience is required, Health Care experience is preferred. Must have the ability to file alphabetically, a self-starter, and assist staff in a respectful manner. Position will be held to a high level of confidentiality. Position requires a high level of direction and supervision.

JOB TITLE: Medical Records III

MINIMUM QUALIFICATIONS: High School Diploma or equivalent. Minimum two years previous medical records experience and/or education with the ability to demonstrate knowledge and skills in areas that relate to the position. Must have an understanding of basic Quality Assurance practices and be proficient in data input of client information into a clinical data base. Must have the ability to file alphabetically, a self-starter, and assist staff in a respectful manner. Requires organizational skills with an emphasis on attention to detail, ability to communicate effectively, able to complete and prioritize tasks with assistance from the supervisor. Position will be held to a high level of confidentiality. Position requires a moderate level of direction and supervision.

JOB TITLE: Medical Records IV

MINIMUM QUALIFICATIONS: High School Diploma or equivalent. Minimum three years previous medical records experience and/or education with ability to demonstrate an advanced skill and proficiency in areas that relate to the position. Must have a working understanding of Quality Assurance practices experience with the laws of confidentiality and privacy. Computer data base experience is required. Must have the ability to file alphabetically, be flexible to cover others within department, a self-starter, and assist staff in a respectful manner. Requires organizational skills with an emphasis on attention to detail, ability to communicate effectively with all levels of management and line staff, able to prioritize tasks and manage tasks with a limited level of assistance from the supervisor. Required to cross train to all other duties within Medical Records Classification. Must have the ability to work with co-workers and members of the community and follow up on any request/needs. Will have the ability to assess needs of department and forward those assessment and recommendations to supervisor. Position will be held to a high level of confidentiality. Position will work independently with a minimal level of direction and supervision.

Whatcom Counseling and Psychiatric Clinic
Job Classification: Maintenance

JOB TITLE: Maintenance I

MINIMUM QUALIFICATIONS: High School Diploma or equivalent preferred. No minimal requirement for work or experience. Position requires a high level of direction and supervision.

JOB TITLE: Maintenance II

MINIMUM QUALIFICATIONS: High School Diploma or equivalent. One year of relevant work experience is required along with a familiarity with basic maintenance work including; office cleaning, grounds keeping and general “fix-it” work. Position requires a high level of direction and supervision.

JOB TITLE: Maintenance III

MINIMUM QUALIFICATIONS: High School Diploma or equivalent. Minimum of three years relevant experience and the ability to demonstrate a working knowledge/skill in regards to physical plant maintenance/operations. Also requires organizational skills with an emphasis on attention to detail, ability to communicate effectively, able to complete and prioritize tasks with assistance from the supervisor. Position requires a moderate level of direction and supervision.

JOB TITLE: Maintenance IV

MINIMUM QUALIFICATIONS: High School Diploma or equivalent. Minimum of five years of relevant experience in a health care facility preferred, with the ability to demonstrate an advanced working proficiency in all areas of physical plant maintenance and operation. Requires organizational skills with an emphasis on attention to detail, ability to communicate effectively with all levels of management and line staff, able to prioritize tasks and manage tasks with a limited level of assistance from the supervisor. Must have the ability to work with members of the community and follow up on any request/needs. Will have the ability to assess needs of all properties and forward those assessment and recommendations to supervisor. Position will work independently with a minimal level of direction and supervision.