

**EMPLOYMENT AGREEMENT**

**BY AND BETWEEN**

**BEHAVIORAL HEALTH RESOURCES**

**AND**

**DISTRICT 1199NW, HOSPITAL & HEALTH  
CARE EMPLOYEES UNION, SEIU**

**April 1, 2007**

**THROUGH**

**March 31, 2009**

# EMPLOYMENT AGREEMENT

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# **AGREEMENT**

**By and Between**

**BEHAVIORAL HEALTH RESOURCES**

**and**

**DISTRICT 1199NW HOSPITAL & HEALTH CARE EMPLOYEES UNION, SERVICE  
EMPLOYEES INTERNATIONAL UNION, AFL-CIO**

This Agreement is made and entered into by and between Behavioral Health Resources (hereinafter referred to as the “Employer” or “BHR”) 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.

## **ARTICLE 1 - RECOGNITION**

The Employer recognizes the Union as the sole bargaining representative for those permanent salary, hourly, and on-call employees listed in Appendix A.

New bargaining unit job classifications established during the term of this Agreement employees shall be covered by this Agreement unless they are bona fide confidential, supervisory, or management positions. The Union shall be notified of any classifications established by the Employer, in which case the Union and the Employer shall meet to determine appropriate wage and benefit rates for new bargaining unit positions.

## **ARTICLE 2 - UNION MEMBERSHIP**

2.1 **Membership.** All employees covered by this Agreement, except as outlined in the Memorandum of Understanding in Appendix B, 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. Employees who fail to comply with this requirement shall be discharged by the Employer 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.

2.2 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 agreed to by the Union. These religious objections and decisions as to which fund will be used must be documented and declared in writing to the Union.

2.3 Payroll Deduction. During the terms of this Agreement, the Employer shall deduct dues or representation fees monthly 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. Dues will be transferred to the Union within two weeks following the pay day.

(a) Voluntary Political Action Fund Deduction:

A voluntary payroll deduction will be implemented the first payroll period following ratification of the agreement, 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. 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 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 COPE (Committee on Political Empowerment) check-off in the parties' Collective Bargaining Agreement. The Employer and the Union agree that 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 of administering the check-off.

2.4 Rosters. On a monthly basis, the Employer will provide the Union with a Bargaining Unit Roster which will include the following information: name, job title, date of hire, work location, assigned FTE, rate of pay, Social Security Number (if waived by the employee), address, date of hire, actual hours worked, amount of dues deducted and year to date dues deducted. In addition, the Employer will provide a list of new or terminating employees who are within the bargaining unit. Information for new employees will include name, date of hire, job title, assigned FTE, rate of pay, work location, and home address.

2.5 Hold Harmless. The Union and each employee authorizing the assignment of wages for the payment of dues or representation fees agree to indemnify and hold the Employer harmless for 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. Upon issuance and transmission of a check to the Union the Employer's responsibility shall cease with respect to such deduction.

### **ARTICLE 3 - APPLICATION OF AGREEMENT**

3.1 If any provision of this Agreement or any application of this Agreement shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect for the term of this Agreement.

3.2 If any provision of this Agreement is held invalid by law, the Employer and the Union shall enter into negotiations for the purpose, and solely for the purpose, of arriving at a mutually satisfactory replacement for such provision.

3.3 This Agreement may be altered, changed, added to, deleted from, or modified only in writing following the voluntary, mutual consent of the parties.

3.4 Neither party shall be required to negotiate or bargain any issue during the term of this Agreement, except as otherwise provided in this Agreement.

### **ARTICLE 4 - NONDISCRIMINATION**

Neither the Employer nor the Union shall discriminate against any employee because of race, color, creed, national origin, religion, sex, age, disability or perceived disability as defined by the Americans with Disabilities Act, marital status, veteran status, political affiliation, or sexual orientation. Neither the Employer nor the Union shall discriminate in conformance with applicable Federal, State and local discrimination laws.

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

### **ARTICLE 5 - MANAGEMENT RIGHTS**

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

5.2 The Union further recognizes the right of the Employer to operate and manage the Agency including the right to:

- (a) require standards of performance and maintain order and efficiency,
- (b) direct employees and determine job assignments and working schedules,
- (c) determine the materials and equipment to be used,

- (d) implement improved operational methods and procedures,
- (e) determine staffing requirements,
- (f) determine the kind and location of facilities and services,
- (g) determine whether the whole or any part of the operation will continue to operate,
- (h) select and hire employees,
- (i) promote and transfer employees,
- (j) discipline, demote and discharge employees for just cause, provided however, the Employer reserves the right to discharge any employee deemed to be incompetent in the opinion of the Employer based upon objective, job-relevant criteria and exercised in good faith,
- (k) lay off employees for lack of work,
- (l) recall employees,
- (m) require reasonable overtime work,
- (n) promulgate rules, regulations and personnel policies, provided that such rights shall not be exercised so as to violate any of the specific provisions of this Agreements.

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

## **ARTICLE 6 - MISCELLANEOUS**

6.1 The Employer will provide parking at no cost to all employees at all current and future sites. All parking areas will be reviewed and evaluated for accessibility, safety, efficiency, convenience and ability to accommodate multiple modes of transportation. The review of current parking areas will be completed within the first six (6) months of the contract. After the review of site parking is complete, the Employer will formulate a utilization plan which will provide, if possible and if needed, the following types of parking spaces; visitor, handicapped, staff, short-term, clinician in/out, compact vehicle, large vehicle, carpool and Para transit. The plan will be presented to the Labor/Management Committee upon completion. The facilities director will be considered a member of the Labor/Management Committee for this issue. The Labor/Management Committee will approve, disapprove or amend the plan. The Employer will initiate implementation of the plan within the second six months of the contract.

The Employer and the Union are committed to Commuter Trip Reduction and will explore the possibilities of participating in any Federal, State, County, or City programs which are available or may become available during the life of the contract. Bike racks will be provided at all sites within the first six (6) months of the contract if possible and if needed.

6.2 For the purposes of fringe benefit administration, longevity is the length of continuous employment with the Employer, regardless of classification or bargaining unit status. Determination of length of service for calculations of accruals of fringe benefits for regular full time and regular part time employees shall be based on all hours worked, including time paid for holidays and paid leave.

6.3 Employees will provide a minimum of fourteen (14) days written notice of resignation. The Employer will give consideration to situations that would make such notice by the employee impossible.

### **ARTICLE 7 - COMMUNICATION RIGHTS AND PRIVILEGES**

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

7.2 The Union's authorized staff representatives shall have reasonable access to Employer facilities where employee's covered by this Agreement are working for the purpose of investigating grievances and contract compliance after reasonable notification to the Employer. 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. Access shall not be unreasonably denied.

7.3 The Employer recognizes the right of the Union to designate up to seven percent (7%) of the bargaining unit as 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 Union delegates in conducting Grievance investigation and resolution through Step 3 of the grievance procedure will be conducted during non-working hours (e.g., breaks, lunch periods, before and after shift) when practicable. When it is not practical or reasonable to transact such business during non-working periods, 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 requirements of client care.

7.4 Requests for leave of any Union delegate or member to conduct Union business other than that described in 7.3 above shall be submitted in writing to the Executive Director a minimum of ten (10) working days before the leave is to take effect. If this process is not followed, the leave will not be granted. In those situations where Union activity leaves are denied, the Union may request a letter from the Employer stating the reason(s) for such denial. Compensation for time granted to employees for leaves of absence to conduct Union business shall be the sole responsibility of the Union, however, Union officers, delegates, and contract committee members may use one (1) day per calendar year of their education leave or accrued annual leave time (at the employee's discretion) to attend Union sponsored training in leadership, representation, and dispute resolution.

7.5 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 at the time of hire.

7.6 The Union shall be permitted to use designated premises of the Employer for meetings of the local bargaining unit, with or without Union Staff present. Bargaining unit meeting activities must not conflict with the Employer's policy regarding use of the Employer's facilities or jeopardize the Employer's non-profit status.

Bargaining unit meetings may not be held on Employer paid time or interfere with Employer business. Meetings may not be held in residential facilities or facilities providing 24/7 consumer services due to the nature of the services provided.

On days the worksite is open, union staff may arrange to meet with bargaining unit members without prior notice to the Employer. However, meetings that require use of meeting rooms must be arranged in advance with notice given to the location /program manager stating the time, type and purpose of the meeting. Meeting rooms will be reserved per the room scheduling process for the meeting location.

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

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

## **ARTICLE 8 - DEFINITIONS**

### **8.1 Probationary Period.**

All newly hired employees shall serve a six (6) month probationary period. While in the probationary period the employee may be terminated at any time without recourse to the grievance procedure. If requested by the employee, a meeting shall take place between the employee, immediate supervisor, a representative selected by the employee from his/her workgroup, including the choice of a Union representative to discuss the matter and possible alternatives.

During the probationary period the Employer will train the employee in the work to be performed and evaluate the employee's progress. Following approximately three (3) months of employment the employee shall receive a performance review. If an area of performance is not satisfactory to the Employer and the Employer believes a reasonable investment of time and resources may improve performance to a satisfactory level, the Employer will establish a written performance improvement plan.

If during the final two (2) months of the six (6) month probationary period a decision is made to end employment and the Employer has not conducted a performance review to date, the Employer will conduct the review, establish a performance improvement plan and extend the probation period up to an additional ninety (90) days.

After completing the standard six (6) month probationary period the employee shall be considered regular unless he/she has been advised by the Employer in writing of an extended probationary period of up to an additional ninety (90) days. Prior to extending the probationary period, the employee shall receive a written performance review that includes a performance improvement plan.

8.2 Regular Full-Time Employee. Any employee who is regularly scheduled and works forty (40) hours per week.

8.3 Regular Part-Time Employee. Any employee who is regularly scheduled and works less than forty (40) hours per week. Employees who are regularly scheduled to work less than twenty (20) hours per week shall not be entitled to fringe benefits as defined in paragraph 8.7 of this article.

8.4 Contract Employee. The Employer will reserve the right to use contracted employees where it allows the agency to attract and retain the highest quality staff in hard to fill or time-limited positions. No more than 10 employees in bargaining unit classifications shall be contract employees at any given time.

8.5 Temporary Employee. Any employee hired to work during any period when additional work requires a temporarily augmented workforce in the event of an emergency, employee absenteeism, special projects, or to provide coverage for an authorized leave of absence and is so informed at time of hire.

Temporary employees shall be paid at the appropriate wage rate set forth in Appendix I-2; provided, however, temporary employees are not eligible for employee benefits other than those required by law. If a temporary employee works continuously for six months or more, then his or her seniority shall be retroactive to the date first hired. A temporary employee who works six months or more will at that point become a member of the bargaining unit and receive all rights and benefits under the contract.

8.6 On-Call Employees. An on-call employee is one who works intermittently in a casual status pursuant to Employer request or scheduling. In the event an on-call employee works in excess of five hundred and forty (540) hours in a current 6 month period within the same job grade, shift and location within a program excluding:

1. Vacation coverage
2. Medical leave (i.e., time loss injury, maternity leave, etc.)
3. Coverage for other authorized leaves of absence.

The Union may request the Employer perform an audit to evaluate if a new FTE position should be posted within the Unit. If an on-call employee becomes a regular or part-time employee then his/her seniority shall become retroactive to the date that this continuous work commenced.

On-call employees shall be paid in accordance with the wage rates set forth in Appendix I-2. On-call employees shall receive longevity step increases and be eligible for stand-by and shift differential pay. On-call employees will not be regularly utilized in lieu of creating or filling regular part-time or full-time positions.

8.7 Definition of Fringe Benefits. For purposes of this Agreement, fringe benefits are defined as annual leave, holidays, sick/emergency leave, insurance coverage for medical, dental, long term disability, life, and leave for educational and professional development.

## **ARTICLE 9 - WAGES AND OTHER COMPENSATION**

### 9.1 Wages.

(a) Employees covered by this Agreement shall be paid in accordance with the wage schedule set forth in Appendix A-2 of this Agreement.

(b) All Employees covered by this Agreement shall receive a pay increase of 4.50% effective July 1, 2007. Employees covered by this Agreement shall receive another pay increase of 4.50% effective July 1, 2008. All rates and steps shall be adjusted accordingly, as referenced in Appendix A-2

Additionally, all employees shall receive pay increases of 0.5% effective January 1, 2009.

(c) Employees based out of Grays Harbor will receive [in addition to wage increases in (b) above] the following:

One step increase to base pay – 7/1/07

One step increase to base pay – 7/1/08

These step increases are in addition to anniversary step increases.

(d) On-Call Premium. Staff defined below as on-call shall receive a premium of 5% added to base pay. On-call is defined as those individuals available to work at Tumwater Cove Apartments, B&B Apartments or like residential facilities or programs that utilize staff from the on-call pool.

- (e) Weekend Premium. Effective 10/1/2005, employees covered by this Agreement working at the Evaluation & Treatment facility shall receive a premium of seventy-five cents per hour (.75) for hours worked between 11:00 PM Friday through 6:59 AM Monday. Effective 4/24/2006, this weekend premium shall be extended to all employees covered by this agreement without regard to work location.
- (f) Charge Nurse Premium. Effective 7/1/2005 nurses covered by this Agreement working at the Acute Psychiatric Services facility shall receive a premium of one dollar per hour (\$1.00) for hours worked as a Charge Nurse.
- (g) Top of Range. Effective 7/1/2006, employees who have been at the top of their pay grade for a period of at least 12 months shall receive a longevity bonus equivalent to 1% of the employee's annual base earnings on their next anniversary date of hire. The longevity bonus will be payable annually in the pay period in which the employee's anniversary date of hire falls. The bonus will be calculated using the employee's base rate of pay, excluding all differentials and premiums, in effect on the employee's anniversary date of hire. In addition, an employee who has reached the maximum step of a pay range shall, the following year, receive (and retain for each successive year the employee remains at the maximum step) one additional Personal Holiday. The Personal Holiday shall be (8) eight hours or a prorated portion thereof based on FTE and must be used within one year of the anniversary date of hire on which it is awarded.

9.2 Pay Days. Employees shall be paid no less than once per month, or no later than the last working day of the month.

9.3 Pay Slips. The Employer shall provide employees a separate and detachable earnings statement showing their salary, overtime, premium pay, hourly pay rate, gross earnings, deductions, net earnings and sick leave and vacation accruals.

- (a) Payroll Overpayment and Reimbursement.

The employer practices regarding repayment of payroll overpayments will be in accordance with WAC 296-126-030.

In the event of a payroll overpayment due to the wrong wage or the wrong number of hours the employer may recover the overpayment from the employee.

The Employer must find and correct an overpayment within 90 days of the first occurrence. Those overpayments not detected

within 90 days of the occurrence may not be adjusted from future wages.

Before any adjustment is made on a paycheck the Employer must provide advance written notice to the employee, documentation showing the overpayment, and the terms of the overpayment adjustment (i.e., one adjustment, or a series of adjustments in future pay periods). The employer and employee will discuss a repayment schedule prior to any adjustment being made. The goal of the discussion is to reach mutual agreement on a repayment schedule. If no mutual agreement is reached or if the employee fails to respond to notification, then the Employer may proceed with recovering the overpayment without written authorization from the employee provided the overpayment is discovered within the 90 day time period.

9.4 Working in a Higher Classification. When an employee is formally assigned to a higher classification within the bargaining unit for a period in excess of one (1) working days, he or she shall be paid at 90% of the higher pay rate or 100% of the higher pay rate if the employee is able to fulfill all of the functions of the job retroactively to the first day so assigned. An employee's longevity increment date shall not be changed as a result of a promotion.

9.5 Overtime. Hours worked in excess of forty (40) in the standard work week will be paid at the rate of one and one-half (1 1/2) times the employee's regular rate of pay. All time worked in excess of forty (40) hours in the standard work week must have prior approval of the immediate supervisor or program manager.

In addition, work performed on holidays observed by the Employer will be paid at a premium of one and one-half (1 1/2) times the employee's regular rate of pay. For programs actively providing services on selected holidays that occasionally fall on weekends, (Christmas and the day following, New Years Day and Independence Day) premium pay will be paid on the day of the actual holiday (for Christmas the 25<sup>th</sup> and 26<sup>th</sup>) rather than the days designated by the Employer for observance.

9.6 Compensatory Time. Employees permitted by law to receive compensatory time in lieu of overtime may, with supervisor approval, elect to receive compensatory time at the rate of one and one-half (1 1/2) hours for each hour of work in excess of forty (40) in the standard work week. The Employer may require that compensatory time off be scheduled as soon as possible after accrual and with due regard for the employee's needs insofar as this can be accomplished without detracting from sound and orderly Employer administration and client needs.

9.7 Standby/Beeper Pay. Employees shall be provided with a paging device and shall be paid standby pay at the rate of \$1.25 per hour for all hours assigned on standby. Employees

when working in the Unified On-Call program (UOC) shall be compensated sixteen dollars per hours (\$16.00) or one and one half (1.5) times the employee's regular hourly rate, which ever is greater for each phone intervention; thirty dollars per hour (\$30.00) for the first hour of face to face crisis intervention; and twenty-eight dollars (\$28.00) for each subsequent hour, in quarter hour increments. Employees required to carry a pager shall, when called to work, be paid at the hourly rate of pay plus applicable shift differentials and/or overtime.

9.8 Personal Vehicle Use.

- (a) Mileage Reimbursement. All employees will be expected to use their own vehicle on official agency business when the agency vehicle(s) are not available. Employees traveling for BHR on BHR business will be reimbursed at the allowable IRS rate plus toll and parking fees on such travel. (If the IRS rate increases during the life of the contract then the reimbursement rate shall automatically increase). Expenses for out-of-area travel submitted by the employee will be reimbursed pursuant to BHR personnel policy. Requests for reimbursement must be submitted within thirty (30) days from the end of the month in which the expense was incurred.
- (b) Automobile Insurance. The Employer will reimburse employees for the added premium expense associated with use of their personal vehicles on Employer business, up to a maximum of three hundred dollars (\$300). The employee must show evidence of primary coverage and proof of premium payment for business use of car. At such time the Employer adds an automobile insurance rider to its general liability policy that covers bargaining unit members when traveling on Employer business, the reimbursement for added premium expense described above will end.

9.9 Lead Differential. Employees designated as lead employees shall receive a five percent (5%) pay differential based on their existing hourly rate.

9.10 Regular Rate of Pay. The regular rate of pay shall be defined to include the employee's hourly wage rate and shift differential.

9.11 Shift Differential. Effective the date of ratification of this Agreement, employees in scheduled 24 hour programs, including hospital diversion and residential, will be paid a shift differential. The shift differential for the second (2<sup>nd</sup>) shift shall be seventy-five cents (.75) per hour for all hours worked which fall between 3:00 p.m. and 11:30 p.m., and for the third (3<sup>rd</sup>) shift shall be one dollar and twenty-five cents (1.25) for all hours worked that fall between 11:30 p.m. and 8:00 a.m. Employees working cross-shifts will receive the shift differential of the shift that the majority of hours worked fall into for all hours worked. Employees must have a majority of their scheduled work hours within the shift to qualify for shift differential.

9.12 Damage to Automobile. If an employee receives damage to the employee's personally-owned automobile by the client while using the automobile on authorized Employer business, the Employer will: 1) pay 100 percent of the cost of any damage caused by the client, or 2) pay 100 percent of the cost of the employee's automobile insurance deductible, whichever is less. The employee agrees to certify in writing that the damage was done by the client during business-related travel.

9.13 Mental Health Advocacy days. The parties agree that BHR shall allow regular employees to utilize up to a maximum of three (3) of their paid education leave days for Mental Health Advocacy days up to a grand total of sixty-six (66) days during the term of this Agreement. The purpose and nature of Mental Health Advocacy days shall be to advocate for improvements to the mental health care system generally; for instance increased public resources and improved services and consumer access. Individual employees shall request MHA days in writing at least 21 days in advance. MHA days must be taken in full day increments. During that 21-day period the employees and BHR management shall meet and confer in a collaborative way about the nature of the MHA day activities. Utilization of MHA day leave shall be subject to approval based on scheduling, staffing and client needs. Programs funded on a basis other than direct cost reimbursement may not be unduly affected by utilization of MHA days. BHR management and the employees shall use good faith in collaboration concerning MHA days. Any days used under this section must be used in whole day allotments.

MHA days shall not be used for participating in or supporting any labor dispute or economic action against BHR or any employer or employers. Employees released to MHA days shall not publicly criticize BHR management or services or diminish BHR's standing in the communities it serves.

The total number of paid education leave days that can be used for Mental Health Advocacy shall not exceed 66 days during the term of this agreement.

For purposes of determining the pay an employee shall receive for a MHA day, pay shall be in the amount the employee would have received had she/he worked their regularly scheduled shift on the MHA day. Time spent on MHA day activities shall not be construed as "time worked" for purposes of determining BHR responsibility to pay employees 1.5 their regular rate of pay for time that is in excess of forty (40) hours in an individual standard workweek.

The parties agree that the provision of this MHA day agreement shall cease and expire upon the expiration date of this contract and shall not continue or be represented as part of the "status quo" applicable to collective bargaining agreements under labor law.

## **ARTICLE 10 - HOLIDAYS**

10.1 The following holidays are observed by the agency and regular full-time employees shall receive their regular rate of pay:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Day	December 25
Day After Christmas	December 26

10.2 Regular part-time employees shall be eligible for holidays on a pro-rata basis.

10.3 When a designated holiday falls on Sunday, the holiday shall be observed on Monday. When a designated holiday falls on Saturday, the holiday shall be observed on Friday. When Christmas is on Friday, Thursday and Friday will be observed as holidays. When Christmas is on Saturday, Friday and Monday will be off. When Christmas is on Sunday, Monday and Tuesday will be off. If any of the above holidays falls within a regularly scheduled vacation period, that day will not be deducted from annual leave. If any of the above holidays fall on an employee's day off, that employee will receive another day off with pay in the same pay period.

10.4 Eligible employees must work or be on paid status the day before or the day after a holiday in order to be paid for that holiday.

10.5 One personal holiday per year may be taken when mutually agreeable to both employee and supervisor. Failure to take a personal holiday will result in loss of the holiday. A personal holiday may not be carried forward to the next year.

10.6 Upon approval, employees may also take religious holidays off by making alternate work schedule arrangements, using accrued compensatory time, using annual leave, using a personal holiday, or by taking the day off without pay.

10.7 When an employee is required to work one of the eleven (11) designated holidays, the employee shall be compensated at the rate of one and one-half (1 1/2) times the employee's regular rate of pay plus an additional day of pay if unable to take another day off in lieu of the holiday worked.

10.8 Regular full-time employees assigned to a 4/10 work week or regular part-time employees normally scheduled to work a greater number of hours than the prorated holiday benefit hours he/she receives for the observed holiday, may utilize vacation hours to bring total paid hours up to the regular number of paid hours for the day; or, with the supervisor's approval, have the option of working a regular eight (8) hour work schedule the week of the holiday or work extra hours in the same pay period to bring the number of paid hours up to that normally

received. The Employer will not approve a modified work schedule that will result in overtime pay or a decrease in the quality of consumer care.

10.9 In those programs that continue operating on holidays that the Employer closes offices or programs, employees may substitute religious or other holidays when adequate staffing for services can be maintained and the substitution is approved by the Employer.

## **ARTICLE 11 - ANNUAL LEAVE**

### 11.1 Annual Leave

- (a) Regular full- and part-time employees shall be entitled to annual leave with pay. No annual leave can be taken until completion of six (6) months continuous service. All annual leave shall be subject to advance written approval by the employee's immediate supervisor and/or manager. Employees may accrue annual leave only while on paid status. Regular part-time employees shall accrue and take annual leave on a pro-rata basis.
- (b) A minimum of two (2) weeks annual leave must be taken each year following the first full year of employment. The Employer shall assist in the coverage of their responsibilities to facilitate employees' use of vacation time.
- (c) Annual leave may be accumulated to a maximum of one hundred ninety (190) hours as of the first day of the month of anniversary date of hire or, where different, the first day of the month of the anniversary date of benefit eligibility. It is the employee's responsibility to utilize annual leave hours in a manner that will not result in the forfeiture of hours. The Employer, however, will endeavor to provide a written 3-month advance notice to employees who are in danger of forfeiting annual leave hours. The employee and his/her supervisor will develop a mutually acceptable plan for utilization of these hours and submit the plan to the program manager or director for approval. Approval of the plan does not protect annual leave hours from forfeiture.
- (d) The vacation year shall be based upon an employee's anniversary date. After completion of the probationary period, employees may schedule vacation to the extent it has been earned.
- (e) If a medically documented illness occurs during a vacation period, sick leave may be substituted for those days during vacation leave when the employee was ill.
- (f) Upon termination, separation, resignation or retirement, regular employees will be paid all accrued vacation hours.

11.2 Annual Leave Schedule. During the first year of employment, regular employees eligible for benefits shall accrue a maximum of ten (10) hours per month or a prorated amount thereof based on hours paid. Maximum accrual is based on 173.34 paid hours for the month. Thereafter, regular employees eligible for benefits shall accrue annual leave in the same manner based on the following schedule of continuous years of service:

<u>Years of Continuous Service</u>	<u>Monthly Accrual (hours)</u>	<u>Maximum Annual Accrual</u>
1 Year or less	10.00	15 Days
2	10.66	16 Days
3	11.33	17 Days
4	12.00	18 Days
5	12.66	19 Days
6+	13.33	20 Days

### **ARTICLE 12 - SICK/EMERGENCY LEAVE**

The Employer and the Union agree that the Employer provides an essential public service and that employees have the responsibility and obligation to report for all assignments unless previously excused or for the legitimate use of sick/emergency leave.

12.1 Each regular employee shall earn Sick/Emergency Leave equivalent to eight (8) hours per month worked on a full-time basis or prorated to the total time per month of actual time worked provided that the employee is on paid status at least fifty percent (50%) of the work month.

12.2 Each employee's portion of accumulated Sick/Emergency Leave allowance shall accumulate from year to year to a maximum of five hundred twenty (520) hours.

12.3 Sick/Emergency Leave may only be used for absence caused by personal illness, injury, medical disability (including childbearing), nervous/mental health, or poor health, scheduled health care appointments, child care to the extent of the law, or an emergency caused by family illness, where no reasonable alternative is available to the employee, and subject to all other conditions of this Article that may apply.

12.4 After the third (3rd) consecutive day of absence on Sick/Emergency Leave or any abnormal usage of sick/emergency leave, certification of illness from a licensed medical practitioner may be required or other proof of illness or injury acceptable to the Employer may required.

12.5 Employees who have been absent for a period of five (5) consecutive days or longer may be required to receive clearance from a licensed medical practitioner before returning to their assignment.

12.6 Employees who are on Sick/Emergency Leave must submit a physician's<sup>1</sup> certification for each thirty (30) consecutive days, verifying their status.

12.7 If employees become ill or are injured while on Annual Leave, they may, upon presentation of certification from a licensed medical practitioner verifying such illness or injury, draw upon accumulated Sick/Emergency Leave to cover the period and have their Annual Leave extended to an equal amount of time.

12.8 When an employee is eligible to receive payment under the Worker's Compensation Act, accrued sick leave may be used upon request of the employee to supplement such payments to make up the difference between the compensation received under the Worker's 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.

12.9 At the time of separation or retirement, after seven (7) consecutive years of employment, employees in good standing shall be compensated for fifty percent (50%) of accrued sick leave. The maximum compensation would be fifty percent (50%) of up to 520 hours. (Note: good standing to be defined in Appendix D).

12.10 In the event of an employee's extended illness or incapacity because of accident, accrued sick leave will be used after which time long term disability per terms of benefit program, accrued vacation leave and leave of absence shall automatically be used until they have been exhausted. After the sick leave has been exhausted, the order in which the other types of leave are used will be at the option of the employee. Medical leave of absence may be granted for a period of up to one year with no loss of seniority.

### **ARTICLE 13 - EMPLOYEE GROUP BENEFITS**

Regular employees shall be eligible for the following:

#### 13.1 Medical/Dental Insurance.

- (a) Regular employees working thirty two (32) hours a week will receive medical and dental insurance coverage through a choice of several plans selected by the Employer. Full premiums will be paid by BHR for the employee only.

Regular part-time employees working twenty (20) hours or more but less than thirty two (32) hours a week are eligible for medical and dental coverage at their option. The Employer contribution toward medical and dental insurance premiums will be calculated on the basis of the employee's assigned FTE. Out of pocket premiums may be paid on a pre-tax basis through the Employer's Section 125 plan.

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<sup>1</sup> Exceptions to the requirement to obtain a physician's certificate under paragraph 12.6 of this Article may be granted by the Executive Director/designee where circumstances warrant.

- (b) Employees participating in these plans may elect to purchase medical and dental coverage for their eligible dependents on a pre-tax basis through the Employer's Section 125 plan.
- (c) Employee participation in the medical and dental plans is linked and employees may not waive participation in a plan. Coverage for dependents, however, is not linked and participation in a chosen plan may be waived by the employee.

13.2 Life and Long-Term Disability Insurance. Regular full- and part-time employees shall be provided basic life insurance. Employees will have the option of purchasing supplemental coverage as may be available under the life insurance plan. Regular full- and part-time employees are also eligible for long-term disability insurance after six (6) months of employment.

13.3 Retirement Benefits.

- (a) Immediately upon hire, employees may contribute personal funds into the Employer's Tax Shelter Annuity account. Following one (1) year of regular continuous employment, eligible employees will receive Employer paid contributions and participate in the Employer's retirement fund.
- (b) Employer Contributions of five percent (5%) of gross wages will be made to each eligible employee's retirement account for the term of this Agreement.

13.4 Professional Liability. The Employer will continue to provide professional liability insurance for employees within the bargaining unit. Coverage will be limited to approved duties performed for and on behalf of BHR. The Employer shall make available to the Union evidence of such coverage upon request.

13.5 Workers' Compensation. All eligible employees are insured by law under Washington State's Workers' Compensation Act. Both the Employer and employee shall contribute on an equal basis at the rate established by the Department of Labor and Industries. Absence due to an on-the-job injury or illness in the course of the employee's employment, or as a direct result of the employee performing his/her duty, shall be compensated as follows:

- (a) State Medical Aid compensation shall be paid upon validation of a claim by the Washington State Department of Labor and Industries and the Employer in accordance with the Industrial Insurance Laws of the State of Washington, provided:
- (b) The employee shall promptly submit a Workers' Compensation Claim.

- (c) The employee provides to the Washington State Department of Labor and Industries and to the Employer monthly reports verifying continuation of disability which prevents the employee from performing his/her duties.
- (d) In the instance of an injury or illness described above, an employee shall be entitled to such benefits in accordance with the Industrial Insurance Laws of the State of Washington.
- (e) 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.

13.6 Maintenance of Seniority. Leave with pay, leave for industrial injury or illness, or leave associated with FMLA (or other federal or state mandated leave) shall not alter the employee's anniversary date of employment or otherwise affect his/her seniority status within the bargaining unit.

Employer approved leave without pay for a period of less than thirty (30) consecutive calendar days shall not alter a regular employee's anniversary date of employment or otherwise affect his/her seniority within the bargaining unit.

Employer approved leave without pay for a period of thirty (30) consecutive calendar days or more, (excluding leave identified in paragraph one of this section) will stop accumulation of seniority at the beginning of the 30 day period of absence from work. Upon the employee's return to regular status, accumulation of seniority will resume without forfeiture of seniority previously held.

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

## **ARTICLE 14 - VACANCIES**

14.1 Distribution of Hours When regular work hours become available within a program schedule, the Employer, consistent with program needs, shall prior to posting a vacancy make a good faith effort to assign those hours to regular part-time employees currently working in the program.

14.2 Posting of Vacancies The Employer agrees to give first consideration for filling vacancies to current qualified members of the bargaining unit. When vacancies occur in positions within

the bargaining unit, notice of such positions shall be posted in a prominent location at each work site, on an electronic bulletin board and in the Human Resources Department for a period of no less than five (5) working days before the position is filled. The first three (3) days of the five (5) day posting period shall be open to qualified employees currently within the posted job classification who are interested in a transfer. See Article 14.6 Transfer.

14.3 Selection It is the responsibility of the Employer to determine the necessary abilities and qualifications of candidates for selection to positions that become available. In the event two or more employees apply for a vacancy and have the same relative qualifications, the employee with the greatest seniority shall be selected.

14.4 Wage Assignment Employees will be assigned a rate of within the pay grade assigned to each job classification.

14.4.1 New Employee Newly hired employees will be assigned a step at a minimum hire-in rate as follows (Inpatient Psychiatric Registered Nurses will be assigned steps based on criteria listed on Appendix A-4):

Step 1 - Less than 1 year of experience.

Step 2 - More than 1 year of experience but less than 2 years of experience.

Step 3 - More that 2 years of experience but less than 5 years of experience.

Step 4 - More than 5 years of experience.

For purposes of this section, experience shall be defined as continuous recent experience in field or comparable employment.

14.4.2 Current Employee When a current employee is selected to fill a vacancy the employee will move at a minimum to the lowest step in the pay grade which provides a minimum increase over the employee's current regular rate of pay. In the event the current rate of pay is greater than the maximum rate of pay on the pay grade, the individual will be assigned the maximum rate of pay. The employee will retain his/her anniversary date.

When a current employee is selected to fill a vacancy in the same pay grade, the employee will retain his/her current regular rate of pay and anniversary date.

14.5 Trial Service Period – A current employee who is hired into a new job classification will complete a three-month on-site trial service period. Where the employer believes additional time is needed to evaluate the individual's work performance, the employer may extend the trial service period to a total of 6 months by providing written notice to the employee before or upon completion of the initial 3-month period.

Prior to the expiration of the trial service period the Employer or the employee may declare the trial period unsatisfactory, and, the employee shall be returned to his/her former or comparable classification at his/her former rate of pay, seniority and level of benefits provided that the

former position still exists and is vacant. If the former position has been eliminated, or the position has been filled, the employee shall be eligible for other vacant positions for which the Employer determines the employee is qualified or the employee shall be released from duty and will be placed on a recall roster. Reversion by the Employer during a trial service period is not subject to the provisions of the Grievance process. Employees shall be counseled during their trial service period. Where time remaining in the trial service period permits, the employee shall, prior to reversion, receive a written evaluation which includes a work plan outlining areas that need improvement.

#### 14.6 Transfer.

A transfer shall be defined as either a temporary required or voluntary movement between two specific job locations, shifts, or programs dictated by program requirements or emergencies; or, permanent voluntary movement between job locations, shifts or programs. This does not preclude the Employer's right to relocate programs or services.

All vacancies in job classifications within the bargaining unit will be posted per paragraph 14.2 Posting of Vacancies. During the first 3 days of the posting period a qualified employee within the same job classification who has indicated an interest in a transfer will be given the transfer. In the event of two or more volunteers for transfer, the final determination shall be based on procedures set forth above in paragraph 14.3, Selection.

Employees who transfer within the same job classification are not subject to a trial service period.

If no individual within the posted job classification requests a transfer, other qualified individuals performing the same or similar duties within another job classification may request consideration for transfer following the initial three (3) day posting period. If selected for transfer by the employer, the individual will be subject to a trial service period.

If there are no volunteers for the job the least senior employee with applicable abilities and qualifications within the job classification shall be selected.

In cases of temporary transfers, the employee transferred shall be reinstated to their former position at the end of the transfer period.

All transferred employees shall be notified of the estimated duration of time the transfer will be in effect.

All transferred employees shall receive a minimum of two (2) weeks notice prior to transfer except in emergency situations.

No involuntary transfer shall result in a loss of pay.

If the transfer is to last longer than twelve (12) weeks and the transfer is involuntary, the position shall be posted and advertised. The involuntary transfer may remain in effect through the conclusion of the recruitment process and any necessary orientation period for the new

employee. If the position cannot be filled within twelve (12) additional weeks of recruitment, the involuntary transfer will become the individual's regular assignment and work location. Should an opening occur in the same job classification held by the transferred individual at the location he/she transferred from, the individual may elect to revert to the previous location and job classification.

## **ARTICLE 15 - EDUCATION AND PROFESSIONAL DEVELOPMENT**

15.1 Education Leave. Regular full-time employees will be allowed up to fifty-six (56) hours of paid education leave per calendar year for Employer-approved educational or professional purposes. Regular part-time employees working twenty (20) hours or more each week will be allowed an equivalent amount prorated on the basis of FTE. When an employee is required by the Employer to attend an education or professional function, the employee's wages and all expenses shall be paid by the Employer. 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 education leave. The scheduled time off must be taken within the same pay period that the education offering was attended. Educational leaves will not be unreasonably denied by the Employer.

15.2 Education Funds. Regular full-time employees will be allowed up to two hundred fifty dollars (\$250) per calendar year (pro-rated for regular part-time employees) to cover the cost of educational offerings. Employees may carry over unused funds for one (1) calendar year. These moneys may also be used to purchase books or videos for educational purposes.

15.3 Professional Licensing. The Employer will contribute up to fifty dollars (\$50) each year toward the cost of professional licensing, certification and testing fees for all regular employees.

## **ARTICLE 16 - SHIFTS AND HOURS**

16.1 Work Shift/Week. A normal workweek for full-time employees shall consist of up to forty (40) hours within a seven (7) day period. A regular workday may consist of eight (8), ten (10), or twelve (12) hours of actual time worked per a twenty-four (24) hour period exclusive of unpaid meal breaks. Overtime will only 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 listed on the job posting 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. The Employer shall give the employee ten (10) calendar days notice before changing the employee's work schedule, except in cases of emergency.

Monthly work schedules for employees who work in twenty-four (24) hour programs shall be posted ten (10) days before the schedule is to take effect.

Each program will post a procedure describing its practices for utilizing on-call staff. Based on program needs, programs may differ in the practices used, however, each program statement will include a description of processes used for scheduling shifts and contacting on-call staff.

16.1.1 Innovative Work Schedules in 24/7 Programs. Innovative schedules are defined as schedules that require some change, modification or waiver of the provisions of this Employment Agreement. Prior to the implementation of a new innovative work schedule, the Employer and the Union will promptly meet for the purpose of negotiating the terms and conditions of employment relating to that work schedule. Innovative work schedules shall be in writing and are subject to mutual agreement between the Employer and the employee involved unless implemented pursuant to a unit restructure or merger in accordance with this Agreement. Where innovative schedules are utilized by the Employer, the Employer retains the right to revert back to the eight (8) hour day schedule or work schedule which was in effect immediately prior to the innovative work schedule, after at least fourteen (14) days notice.

16.2 Relief Periods/Meal Breaks. Employees shall receive an unpaid meal period of one-half (1/2) hour when scheduled to work five (5) hours per day or more. Employees shall receive a paid relief period of fifteen (15) minutes for each four (4) hours of working time.

## **ARTICLE 17 - SENIORITY/LAYOFF/RE-CALL**

17.1 Seniority. Seniority shall be defined as the length of time an 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 regular employee.

Seniority shall apply to the computation and determination of eligibility for benefits where, pursuant to this Agreement, length of service is a factor to be considered. Where skill, competence, ability and experience are substantially equal in the opinion of the Employer, seniority shall be the determining factor in reassignment, transfer, layoff or recall of individuals within the bargaining unit.

17.2 Probationary Period. Seniority benefits shall not apply to an employee until completion of the required probationary period. Upon satisfactory completion of this probationary period, the employee shall be credited with seniority from the most recent date of regular hire.

17.3 Layoff. A layoff is defined as a reduction in the number of individuals employed by the Employer within a job classification. Layoffs within job classifications may occur as the result of lack of funds, a curtailment of work (lack of need for work), or reorganization for the purposes of increased efficiency.

17.4 Notice. The Employer will give the Union and individuals within the affected job classification(s) at least five (5) working days advance written notice of a layoff identifying the reasons for the action and the anticipated number of employees affected. Within five (5) business days following notification, the Employer will provide the Union with a roster listing the names, dates of hire, FTEs, rate of pay, job titles(s), and work location of all bargaining unit employees. In addition, the Employer will provide the Union with its most recent posting of

vacant positions. Upon request, the parties will meet to discuss the reasons for the action and review the procedure, order of layoff, and severance options.

All full-time and part-time employees affected by the layoff action will be given advance written notice of layoff or pay in lieu thereof, based on scheduled hours missed, at least fourteen (14) calendar days prior to the layoff or staffing adjustment. The fourteen (14) day notice of layoff or pay in lieu thereof may not be concurrent with the initial five (5) days of a layoff action.

#### 17.5 Order of Layoff.

- (a) In the event of layoff, the Employer shall first determine the job title(s) to be affected by the layoff. The Employer will then determine the least senior employee within the job title. The employee holding that position is the affected employee. A less senior employee may be given preference over a more senior employee if there is written substantial documentation of a skill set or credential that the Employer needs to deliver required program services. The more senior affected employee and the Union will be given a written statement of the decision to give preference to a less senior employee within five (5) business days of the layoff notification.
- (b) Prior to implementing the provisions of the layoff procedure, the Employer will seek volunteers for layoff, voluntary early retirement or, where offered by the Employer, voluntary leaves of absence from among those employees who work within the affected job title(s). If there are no volunteers within that job title, then employees who work in another job title may be allowed to volunteer for layoff if the affected employee is willing to assume the vacated position and, in the opinion of the employer, is equally qualified to perform the job. Employees who volunteer for layoff may opt for recall rights as described under paragraph 17.7 of this Article at the time of layoff.
- (c) The following order of layoff or reduction in force shall apply:
- (d) Volunteers for layoff.
- (e) Employees who have not yet completed their probationary period.
- (f) The least senior member of an affected job title.

17.6 Those employees whose positions have been eliminated will be considered “displaced” employees and will have the following options available to them:

- (a) Assume a vacant position. On the basis of seniority, the employee shall be offered available job openings within the bargaining unit provided he/she is qualified to perform the duties of the job.
- (b) Exercise bumping rights. If no comparable job exists among the list of vacant positions, the displaced employee shall have bumping rights over the least senior employees) in other job titles within the bargaining unit provided he; she is qualified to perform the duties of the job and the employee exercising this option has more seniority than the person he/she would displace.
- (c) If the displaced employee elects to not take a vacant position or displace a less senior person in another job title, then that employee will be eligible for recall rights as described under “G” of this Article.

17.7 Reduction in Hours. The Employer and an employee may mutually agree to a reduction in hours. The Union shall be notified of any discussion regarding reduction of hours in lieu of layoff. Any employee subject to an agreed upon reduction in hours will be eligible for recall rights as described under 17.7 of this Article.

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

Individuals on the recall roster who are qualified to assume a vacant or open position within the bargaining unit shall be given opportunity to do so prior to newly hiring an individual into the unit. As vacancies occur, employees will be recalled in order of seniority providing that an individual’s skill, competence, ability and experience are considered substantially equal in the opinion of the Employer. When a vacancy occurs, the Employer reserves the right to determine whether to recall an individual or to redistribute hours among existing staff within the job classification who have voluntarily reduced their hours under paragraph 17.6 of this Article.

17.9 Notification of Recall. Employees shall be notified by certified mail at the employee’s address on file in the Human Resources Department. When an offer of reinstatement has been made, the individual shall indicate his/her acceptance and report for work no later than fourteen (14) calendar days following the offer of recall unless mutually agreed to otherwise. If an individual on the reinstatement list does not provide the Employer with a current address and phone number, does not respond within a seven (7) day time period to a notification by the Employer, or fails to report for work, he/she will be removed from the list.

17.10 Termination of Seniority/Recall Rights. Seniority and recall rights will terminate upon cessation of the employment relationship; for example, discharge, resignation, retirement, refusal to accept a comparable job (same job classification, FTE and level of pay) offered by the

Employer, after twelve (12) consecutive months on the reinstatement list or failure to comply with recall procedures.

If an employee is re-employed following the loss of his/her seniority/recall rights, he/she shall be deemed a newly-hired employee for all purposes of this Agreement.

17.11 Sick Leave and Vacation Cash Out. All employees laid off from the Employer shall have the option of cashing out 100% of any accrued vacation and if employed seven (7) years or more, fifty percent (50%) of accrued sick leave. The maximum compensation for sick leave shall be fifty percent (50%) of up to 520 hours.

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

17.13 Unemployment Claims. The Employer agrees not to dispute any unemployment claim filed by any employee who volunteers for layoff.

17.14 Health Care Continuation. Upon layoff, full-time and part-time employees and their dependents participating in Employer provided medical and dental plan benefits may elect continuation of medical and dental coverage (or medical coverage only) in accordance with COBRA guidelines. The Employer will provide affected employees with the cash equivalent of two (2) months of employee premiums for medical and dental coverage at the time of layoff.

## **ARTICLE 18 - LEAVES**

It shall be the exclusive right of the Employer to approve or deny a leave of absence, except as limited by this Agreement. Leaves of absence shall not be unreasonably denied. Requests must be submitted in writing to an employee's immediate supervisor and be approved before any leave of absence begins. No unpaid leave of absence will be granted to an employee to accept employment with another employer except leaves for Union business.

### 18.1 Eligibility for Leaves.

- (a) Leave days earned/granted shall be in proportion to the employee's assigned work hours.
- (b) Employees whose performance has been evaluated unsatisfactory and/or placed on probation prior to leave will be returned with the same status upon completion of such leave.

### 18.2 Health & Family Leave.

- (a) After one (1) year of continuous employment, to include at least 1,250 hours worked, permission shall be granted for a leave of absence for the birth or adoption of a child, or for a serious health condition, or to care for a family member, (spouse, child, parent) with a serious health condition. Thirty (30) days notice must be

given when foreseeable or as soon as practicable under other circumstances.

- (b) Such leave shall be granted not more than once in any twelve (12) month period without loss of seniority or benefits. Accrued sick/emergency leave must be used prior to taking unpaid leave of absence, and a medical certification may be required.
- (c) Health or parental leave shall be granted for up to twelve (12) weeks during which the Employer will continue to pay its portion of medical benefits. In the event that the employee does not return from the leave of absence, the employee may, in accordance with provisions of the Family Medical Leave Act, be required to reimburse the Employer for premiums paid during the period of leave.
- (d) An employee on health or parental leave for up to twelve (12) weeks shall be entitled to return to his/her former position or other equivalent position for which he/she is qualified. Where leave was granted for personal illness or injury, appropriate medical documentation may be required before an employee may return.
- (e) Health or parental leave may be granted for periods longer than twelve (12) weeks but not to exceed six (6) months during which the employee will be eligible for self-paid coverage under the medical benefits plan. At the end of the leave period, the employee will be offered the first available position for which he/she is qualified.
- (f) Requests for health or parental leave for more than six (6) months but not to exceed one (1) calendar year may be approved under special circumstances. A written agreement will establish the terms and conditions of the leave, and status of the employee upon ability to return to work.
- (g) An employee who is granted a leave under the above conditions must submit a physician's<sup>2</sup> verification of said cause to the appropriate supervisor and apply for such leave for the duration of said family or personal health condition.

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<sup>2</sup> Exceptions to the requirement to obtain a physician's certification/ verification under subsections 18.2.7 and 18.2.8 above may be granted by the Executive Director/designee where circumstances warrant.

- (h) An employee who has been granted a Leave of Absence for Health Conditions in excess of twelve (12) weeks will be given the next available position for which they are qualified after giving due notice to the Employer and permission of a physician\* (when leave was granted for personal illness or injury).
- (i) An employee who is pregnant or who has given birth may guarantee her position by combining both family leave and the period of temporary disability. The total amount of combined leave cannot exceed the longer of six (6) months or the period of disability plus twelve (12) weeks.
- (j) Alleged violations of the family leave provision shall be submitted to the Grievance procedure set forth in Article 20 in accordance with the Family Leave Law. This section shall also apply to a domiciled child, if the employee is providing day-to-day care and is financially responsible.

18.3 Bereavement Leave. A maximum of three (3) consecutive days of paid leave shall be granted upon the death of a member of the employee's immediate family. Employees may utilize up to two (2) days of sick leave in conjunction with bereavement leave where extensive travel is required. Where additional time is needed to address legal, personal and/or family obligations associated with the death of an immediate family member, the employee may request up to one additional week of leave. If approved by the Employer, the additional days away will be taken as annual leave or leave without pay. If the employee believes additional time beyond this extended leave period is necessary, the request for additional leave will be reviewed by the Program and Human Resource Directors.

18.4 Jury Duty/Subpoenas.

- (a) All employees, upon receiving notification to report to serve on jury duty, jury panel, or jury test, shall notify their immediate supervisor immediately. In the event an employee is used for jury duty and submits proof of same, he/she shall receive time off with pay at his/her regular rate of pay for his/her regular assignment, not to exceed eight (8) hours per day for each day served, provided, jury fees are surrendered to the Employer.
- (b) All employees, except for part-time employees, excused from jury duty less than four (4) hours after jury duty reporting time, shall promptly notify their immediate supervisor and may be required to report back to work.
- (c) Upon proof of service, employees subpoenaed for proceedings not involving the Employer will be given unpaid release time.

### 18.5 Military Leave.

- (a) Any employee subject to the terms of this Agreement who is called into, or enlists in, the Armed Forces of the United States, shall be given an unpaid leave of absence in accordance with applicable laws affecting military leave.
- (b) Employees who are members of any organized reserve unit of the Armed Forces of the United States shall be granted necessary time off for military training as provided below:
- (c) An employee will be granted such military training leave per calendar year as is required by law.
- (d) The employee must present his/her orders for active training duty to his/her supervisor prior to taking such leave.

18.6 Leave Without Pay. After one (1) year of employment a leave of absence without pay for appropriate reasons may be approved by the Executive Director. All other appropriate leaves must be exhausted before leave without pay is granted. Requests for leave without pay for more than six (6) months but not to exceed one (1) calendar year may be approved under special circumstances by the Executive Director. A written agreement between the employee and the Employer must be completed prior to leave without pay for periods of more than thirty (30) calendar days. Failure to fulfill the terms of the written agreement or return from leave as agreed shall constitute a voluntary resignation.

### 18.7 Emergency Closure.

- (a) If any facility/site is closed by the Executive Director because of inclement weather or other abnormal circumstances staff will be notified by the Employer, and/or notice will be provided to local media (i.e., KGY/am). In the Executive Director's absence, a decision to close a work facility/site and notify employees may be made by his/her designee.

Facilities which provide services after the hours of 5:00 p.m. or on weekends will have access to an individual designated by the Executive Director to act in his/her absence regarding the closure of facilities due to the above reasons.

- (b) If a work site is open but an employee chooses not to travel due to weather conditions, or if they arrive late or leave early, the employee must notify his/her supervisor and will be required to use annual leave or leave without pay.

18.8 Leave Sharing.

- (a) Employees may donate annual leave to another regular full- or part-time employee under the following conditions:
- (b) The receiving employee or an immediate family member (as defined under this Article) is suffering from a severe illness or injury or other medical condition.
- (c) The receiving employee must have exhausted all accrued leave time available, including annual leave, sick leave, and compensatory time, and would have to take leave without pay or terminate employment.
- (d) The receiving employee shall be paid his/her, regular rate of pay and shall be entitled to all usual BHR benefits during the period of paid leave.
- (e) The employee may receive a maximum of five hundred twenty (520) hours of vacation leave from other employees within one year to be credited as sick leave.
- (f) A physician's<sup>3</sup> statement attesting to the severity of the situation and expected duration is required.

18.9 An employee may transfer accrued annual leave to another employee to be used as sick leave under the Guidelines in 18.8.1 above under the following circumstances:

- (a) The employee transferring the leave shall have a balance of no less than eighty (80) hours of accrued annual leave after the transfer.
- (b) Shared leave must be approved by supervisors of both employees and by the Executive Director.
- (c) The value of any unused leave which was transferred by more than one employee shall be returned to the original donors, if unused, on a pro rata basis when administratively feasible.

18.10 Return From Leave. Unless otherwise provided for herein, employees who return to work on a timely basis in accordance with an approved leave of absence agreement shall be entitled to their same position (same FTE and shift) back.

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<sup>3</sup> Exceptions to the requirement to obtain a physician's certification under paragraph 18.8.1 above may be granted by the Executive Director/designee where circumstances warrant.

18.11 Family Member. For purposes of this Agreement, family member is defined as: spouse, parents, siblings, grandparents, children, step-parents, step-children, grandchildren, mother/father-in-law, brother/sister-in-law, spouse's grandparents, spouse's grandchildren, domestic partner or a more distant relative if living as a member of the employee's household for a minimum of one year.

## **ARTICLE 19 - HEALTH AND SAFETY**

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

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

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

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

19.5 The Committee shall maintain minutes of its meetings which will be posted at each work site and provided to the members of the Labor Management Committee.

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

19.7 There will be eight (8) employee members of the Health and Safety Committee and two (2) management members. Employees on the Committee will be chosen from volunteers from each of the primary service sites with one from each floor of the Wards Building including Recovery Services. If a sufficient number of employees do not volunteer, then employees may be designated to serve on the Committee. Service on the Committee shall be during regular work hours on paid release time and for a calendar year.

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

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

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

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

19.11 Infectious Diseases. The Employer agrees to provide for diagnostic tests for staff who may, in the course of their work, be exposed to blood borne pathogens and/or Tuberculosis. The Employer further agrees to provide annual immunization against influenza to all staff, and immunization against Hepatitis B for at-risk staff. The Employer further agrees to pay for the treatment of uncomplicated scabies, lice and ringworm to the extent that the exposure was associated with the employee's work.

## **ARTICLE 20 - DISCIPLINE**

20.1 No regular employee shall be disciplined without just cause. The parties agree with the principle of progressive discipline which shall include:

- (a) Oral corrective action
- (b) Written corrective action
- (c) Disciplinary probation, or Decision-making leave, or Suspension
- (d) Discharge

20.2 Steps in the progressive discipline process may be bypassed in instances where management determines the nature of the offense may warrant stronger discipline. Oral or written corrective actions will be given to the employee. For oral corrective actions a supervisor will file a memo (copy) in the employee's file covering the contents and cause for the corrective action within a reasonable time after the infraction or knowledge of the event. The employee shall sign the memo to acknowledge receipt of the oral corrective action. For written corrective actions, explanations will be given to the employee in writing with a copy filed in the employee's file within a reasonable time after the infraction, or knowledge of the event. The employee shall sign the written corrective action to acknowledge receipt of it.

20.3 Explanation of the suspension of any employee by the Employer shall be given to the employee in writing. The Union will be notified in writing of the suspension within five (5) business days after the action being taken. The employee shall sign the notice of suspension to acknowledge receipt of it.

20.4 Whenever the Employer discharges an employee, an explanation of the discharge will be given to the employee in writing. The Union will be notified in writing of the discharge within a reasonable time after the action being taken. The employee shall sign the notice of discharge to acknowledge receipt of it.

20.5 Employees disciplined or discharged for just cause shall be entitled to utilize the Grievance procedure. The Employer 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 delegate/representative at such interview. The Employer will delay the interview for a reasonable period of time in order to allow a Union delegate/representative to attend. Upon request of the employee, disciplinary action documentation four (4) years or older will be sealed and retained in the employees personnel file. Sealed documents may only be unsealed at the direction of the Executive Director.

20.6 The Employer and the Union recognize that regular attendance is necessary for continued employment. An employee who is absent repeatedly, whose absences precede or follow regular days off or follow some other pattern may be subject to the provisions of this Article.

## **ARTICLE 21 - GRIEVANCE PROCEDURE**

21.1 Grievance Defined. A grievance is defined as a claim filed alleging a violation, misinterpretation, or misapplication of a specific provision of this Agreement.

21.2 Provisions.

- (a) The adjustment of grievances shall be accomplished as rapidly as possible.
- (b) In the event a grievance arises, it shall be reduced to writing and specify the act or event being grieved, the date of the occurrence, the provisions of the Agreement that allegedly have been violated, and the remedy sought.
- (c) The number of days within which each step is prescribed to be accomplished shall be considered the maximum. Under unusual circumstances, the prescribed time limits may be extended by mutual consent of the grievant and the Employer representative/designee by whom the grievance is being considered.

- (d) Failure of the Employer to respond within the time limits shall result in the grievance being automatically elevated to the next step without any action necessary on the part of the grievant. Failure of the grievant or the Union to advance a grievance in accordance with the timelines shall constitute withdrawal of the grievance.

### 21.3 Procedure.

Step 1: Within fourteen (14) calendar days from the date the employee was or should have reasonably been aware that the grievance existed, the employee shall present the written grievance to his/her supervisor/designee. Thereafter, within ten (10) calendar days the supervisor/designee shall meet with the employee and a Union delegate, if requested by the employee in an attempt to resolve the grievance. The Employer shall, within seven (7) calendar days of the meeting with the employee, notify the employee of its decision in writing.

Step 2: If the matter is not resolved to the employee's satisfaction in Step 1, the written grievance shall be presented to the Manager/designee within seven (7) calendar days of receipt of the Step 1 response. Thereafter, within ten (10) calendar days the Employer representative shall meet with the employee and Union delegate, if requested by the employee, to discuss the grievance. The Employer shall, within seven (7) calendar days of the meeting with the employee notify the employee of its decision in writing.

Step 3: If the matter is not resolved to the employee's satisfaction in Step 2, the written grievance shall be presented to the Human Resources Director/designee within seven (7) calendar days of receipt of the Step 2 response. Thereafter, the employee and Union Representative shall meet with the Human Resources Director/designee for the purpose of resolving the grievance. The meeting shall be held and a decision rendered in writing within fourteen (14) calendar days following receipt of the Step 3 grievance referral.

In the event that a grievance arises that involves a suspension or discharge, the grievance will bypass Steps 1 and 2, and be heard at Step 3.

### 21.4 Arbitration Procedure.

- (a) In the event that any grievance, including discharge, cannot be amicably resolved in accordance with the provisions of the Grievance procedure defined above, the Union may submit the grievance in writing to Arbitration within fourteen (14) calendar days of receipt of the Step 3 written response. A list of nine (9) arbitrators will be requested from the Federal Mediation and Conciliation Service (FMCS). The parties shall thereupon

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

- (b) If the selected arbitrator is not reasonably available, the parties, if mutually agreed, may elect to request a new list from the FMCS.
- (c) No more than one (1) grievance shall be submitted before the same arbitrator at one (1) hearing, unless agreed upon in writing by both parties prior to the scheduling of the grievance.
- (d) The submission of a grievance to arbitration shall be based on the essential facts giving rise to the original grievance submitted at the lower two steps of the grievance procedure.
- (e) The arbitrator shall have no authority to add to, subtract from, or otherwise change or modify, any provision 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.
- (f) The arbitrator's decision shall be final and binding on all parties.
- (g) The expense of the arbitrator and any other mutually agreed expense, jointly incurred, shall be borne equally by the parties.
- (h) 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.

21.5 Scheduling of Meetings. The parties will endeavor to hold grievance meetings when practicable during non-working time of the aggrieved employee and appropriate Union delegate. When it is not practicable to hold such a meeting during non-working time, the aggrieved employee and the Union delegate will not suffer a loss of pay for the time spent attending such a meeting through Step 3 of the Grievance Procedure.

## **ARTICLE 22 - JOB DESCRIPTION**

The Employer will notify the Union of any change in any existing bargaining unit job description prior to the implementation of the change.

## **ARTICLE 23 - OUTSIDE EMPLOYMENT**

23.1 Employees may engage in outside employment where the service or product provided is not or cannot be offered by the Employer within the Employer's catchment area of Thurston and Mason counties or where the outside employment does not interfere with the performance or fulfillment of job responsibilities. Employees shall not use Employer facilities,

resources or time to carry out the duties of outside employment, nor shall they recruit clients or contracts away from the Employer.

23.2 Employees who perform clinical work in addition to that provided by the Employer must disclose this work to the Human Resources Director so that it may be determined if this work represents a conflict of interest to the Employer or if the work interferes with the performance and fulfillment of the employee's job responsibilities.

#### **ARTICLE 24 - PERFORMANCE EVALUATION**

All employees will be formally evaluated in writing prior to the completion of their probationary period and annually thereafter. The evaluation is a tool for assessing the professional skills of the employee and for improving and recognizing the employee's performance. Employees will be required to sign the evaluation acknowledging receipt thereof. Employees will be given an opportunity to provide a written response to the evaluation within thirty (30) days of the evaluation, which will be retained with the original evaluation in the employee's personnel file.

#### **ARTICLE 25 - PERSONNEL FILE**

Employees shall have access to their personnel file no later than the two (2) business days following their request to review the file. An employee will be given a copy of all evaluations, commendations, and disciplinary actions to be placed in their personnel file prior to placement. Employees shall have the right to provide a written response to any written evaluations or disciplinary actions to be included in their personnel file.

#### **ARTICLE 26 - LABOR/MANAGEMENT COMMITTEE**

26.1 The Employer and the Union shall establish a joint labor-management committee to be scheduled to meet bi-monthly, or more frequently if mutually agreed, for the purpose of discussing and/or proposing resolutions to:

- (a) Issues or problems of Employer policy which affect the bargaining unit.
- (b) Issues or problems related to contract administration, other than formal grievances, which are being processed.
- (c) Other matters of mutual concern.

Either party may place an issue on the agenda.

26.2 The Committee shall be comprised of three (3) Employer representatives and three (3) representatives of the Union. All time spent by members of the joint Labor/Management Committee attending committee meetings during regular work time will be paid at the employees regular rate of pay.

## **ARTICLE 27 - NO STRIKE/NO LOCKOUT**

During the term of this Agreement, the Union and/or members of the bargaining unit shall not cause any work stoppage of the operations of the Employer nor will the Employer lock out its employees.

## **ARTICLE 28 - MERGER/SUCCESSORSHIP**

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

## **ARTICLE 29 - WAIVER/MODIFICATION CLAUSE**

It is agreed that should the parties agree to modify any provision of this Agreement pursuant to Article 3, paragraph 3.3, that no modification, alteration, or revision to this Agreement shall be asserted, implied, or considered a binding modification to this Agreement unless first reduced to writing, identified as such, and signed by the Employer's Executive Director/designee and the President of the Union.

## TERM OF AGREEMENT

This Agreement shall be effective April 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 upon the expiration date, 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 acute, emergent and 24-hour mental health services, commit to meet and discuss the impact of such action. This meeting will occur seven (7) or more days prior to any action that may affect these services.

Executed this \_\_\_\_\_ day of October 2007.

BEHAVIORAL HEALTH RESOURCES

DISTRICT 1199NW, HOSPITAL AND HEALTH  
CARE EMPLOYEE UNION, SEIU

\_\_\_\_\_  
John Masterson  
Chief Executive Officer

\_\_\_\_\_  
Diane Sosne, RN  
President

\_\_\_\_\_  
Ronald T. Ward  
Human Resource Director

\_\_\_\_\_  
Jonathan Rosenblum  
Director of Internal Organizing

\_\_\_\_\_  
Margaret Cary  
Chief Negotiator

\_\_\_\_\_  
Jason Beauchene  
Organizer

\_\_\_\_\_  
August Croy  
Negotiating Team Member

\_\_\_\_\_  
Victoria Davis  
Negotiating Team Member

\_\_\_\_\_  
Migdalia Dextre  
Negotiating Team Member

\_\_\_\_\_  
Natalie Harrah  
Negotiating Team Member

\_\_\_\_\_  
Resa Hoiland  
Negotiating Team Member

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Laura Jones  
Negotiating Team Member

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Ramona Marshall  
Negotiating Team Member

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Wayne McFall  
Negotiating Team Member

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Jared Miller  
Negotiating Team Member

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Shannon Nelson-Deighan  
Negotiating Team Member

Appendix – A

AGREEMENT – BEHAVIORAL HEALTH RESOURCES

Classifications in the Bargaining Unit

Employees included in the bargaining unit include all non-supervisory salaried, on-call and hourly employees as defined in this Agreement in the following classifications:

<u>JobTitle</u>	<u>JobTitle</u>
A.R.N.P.	LPN Case Manager
Asian Services Counselor	Mental Health Aide
Case Manager - I	MHP
Case Manager - I	MHP Court Facilitator
Case Manager - II	MIO Program Coordinator
Case Manager - Transitional	Money Management Specialist
CD Counselor Aide	PACT - Vocational Services Specialist
CD Intensive Case Manager	PACT Co-Occurring Disorders
Chem Dep Counselor	PACT Program Case Manager of
Clinical Coordinator of C&PF	PACT Team Peer Specialist
Crisis Interventionist	Personal Care Staff - Cambodian
Developmental Disability Crisis	Psych RN - Acute Care
Discharge Planner - E&T	Recovery Services Family Counselor
DMHP	RN Case Manager
FIT / MST Therapist	School Based Counselor (Y.E.P.)
Homeless Outreach Worker III	Screening and Referral Specialist
Homeless Youth Counselor	Supported Employment Program
ICM Case Manager	Supported Employment Specialist
ICM Case Worker	Therapist - I
Juvenile Justice Children's	Therapist - II
Lead - Adult	Therapist - III
Lead - Co-Occurring Disorders	Therapist - Intake Specialist
Lead - Entry Services	Therapist/Case Manager - Geriatric
Lead - Mental Health Services	Youth COD Therapist
Lead - Therapist	

Dated this \_\_\_\_ day of October 2007.

BEHAVIORAL HEALTH RESOURCES

DISTRICT 1199NW, HOSPITAL AND HEALTH CARE EMPLOYEES UNION

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John Masterson  
Executive Director

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Diane Sosne, RN  
President

**Appendix A-1**  
**AGREEMENT – BEHAVIORAL HEALTH RESOURCES**

<b>Grade</b>	<b>JobTitle</b>	<b>Grade</b>	<b>JobTitle</b>
28N	Psych RN - Acute Care	22	Chem Dep Counselor
		22	FIT / MST Therapist
38	A.R.N.P.	22	Lead - Adult Transitional/Liaison
		22	Therapist - I
28	Discharge Planner - E&T		
		21	Case Manager - I
26	RN Case Manager	21	Chem Dep Counselor
25	Clinical Coordinator of C&PF (Lead)	20	Case Manager - II
25	DMHP	20	Supported Employment Program Coordinator
25	Lead - Entry Services	20	Supported Employment Specialist
25	Lead – Therapist		
25	LPN Case Manager	19	Case Manager - I
25	MIO Program Coordinator	19	Case Manager - Transitional Housing
25	RN Case Manager	19	Crisis Interventionist
		19	Homeless Youth Counselor
24	Developmental Disability Crisis Specialist	19	ICM Case Manager
24	Homeless Outreach Worker III	19	School Based Counselor (Y.E.P.)
24	Juvenile Justice Children's Therapist		
24	Lead - Co-Occurring Disorders Counselor	18	Asian Services Counselor
24	Lead - Entry Services		
24	MHP Court Facilitator	17	Money Management Specialist
24	PACT Program Case Manager of Record	17	Personal Care Staff - Cambodian
24	RN Case Manager		
24	Therapist – III	16	Lead - Mental Health Services in a Residential Setting
24	Therapist - Intake Specialist	16	PACT - Vocational Services Specialist
24	Therapist/Case Manager – Geriatric	16	PACT Co-Occurring Disorders Specialist
24	Youth COD Therapist	16	PACT Team Peer Specialist
		16	Screening and Referral Specialist
23	FIT / MST Therapist		
23	LPN Case Manager	14	CD Counselor Aide
23	MHP	14	ICM Case Worker
23	Recovery Services Family Counselor	14	Mental Health Aide
23	Therapist – II		

Employees who become an MHP, MH Specialist, CDP, Licensed Mental Health Counselor, Licensed Family Therapist, or Licensed Clinical Social Worker will be awarded one pay grade to a maximum of two (2) additional pay grades where the earned status:

- |   |   |
|---|---|
| <p>1) Is not a prerequisite or essential qualification for the job being performed;</p> <p>3) Is directly relevant to the work being performed and falls within a continuum of professional growth that can be associated with that work;</p> | <p>2) Is not a designation earned in association with another license, e.g., RN, LPN or ARNP</p> <p>4) Qualifies the employee to work at an increased level of responsibility within his/her job classification</p> |
|---|---|

Example: Clinician I No additional credential; Clinician II One additional credential; Clinician III Two additional credentials

**Appendix A-2**

**AGREEMENT – BEHAVIORAL HEALTH RESOURCES**

**Schedule A – Effective July 1, 2007\***

Grade	Step														
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
12	11.06	11.33	11.61	11.91	12.21	12.50	12.82	13.15	13.46	13.80	14.09	14.36	14.65	14.93	15.24
13	11.50	11.79	12.07	12.38	12.70	13.01	13.33	13.67	14.01	14.36	14.64	14.93	15.24	15.54	15.85
14	11.97	12.27	12.57	12.88	13.20	13.53	13.88	14.22	14.58	14.93	15.25	15.54	15.85	16.18	16.49
15	12.46	12.78	13.09	13.42	13.75	14.10	14.45	14.81	15.17	15.56	15.87	16.19	16.52	16.83	17.18
16	12.98	13.31	13.65	13.97	14.33	14.69	15.06	15.42	15.82	16.21	16.53	16.87	17.21	17.56	17.90
17	13.53	13.87	14.21	14.57	14.93	15.31	15.69	16.09	16.48	16.90	17.23	17.58	17.93	18.29	18.65
18	14.11	14.46	14.83	15.20	15.58	15.97	16.36	16.78	17.20	17.63	17.98	18.34	18.71	19.07	19.46
19	14.72	15.09	15.48	15.85	16.26	16.66	17.08	17.50	17.94	18.38	18.76	19.13	19.51	19.91	20.29
20	15.36	15.76	16.15	16.55	16.97	17.39	17.83	18.27	18.73	19.20	19.58	19.98	20.37	20.77	21.19
21	16.05	16.46	16.87	17.29	17.72	18.16	18.61	19.08	19.56	20.05	20.45	20.86	21.28	21.70	22.13
22	16.77	17.20	17.63	18.07	18.52	18.98	19.46	19.94	20.43	20.94	21.37	21.80	22.23	22.68	23.13
23	17.52	17.96	18.42	18.88	19.34	19.83	20.34	20.84	21.36	21.89	22.33	22.78	23.23	23.70	24.17
24	18.33	18.79	19.26	19.74	20.24	20.73	21.27	21.79	22.33	22.89	23.36	23.82	24.29	24.78	25.28
25	19.18	19.66	20.15	20.66	21.16	21.70	22.24	22.79	23.37	23.95	24.42	24.91	25.40	25.92	26.44
26	20.16	20.66	21.16	21.70	22.25	22.79	23.37	23.95	24.56	25.17	25.67	26.18	26.70	27.24	27.79
28	22.61	23.18	23.75	24.35	24.95	25.58	26.22	26.88	27.55	28.24	28.81	29.37	29.97	30.57	31.16
38	39.77	40.77	41.79	42.83	43.90	45.00	46.13	47.28	48.45	49.66	50.66	51.68	52.71	53.77	54.83

**Schedule B- Effective July 1, 2008\***

Grade	Step														
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
12	11.56	11.84	12.13	12.45	12.76	13.06	13.40	13.74	14.07	14.42	14.72	15.01	15.31	15.60	15.93
13	12.02	12.32	12.61	12.94	13.27	13.60	13.93	14.29	14.64	15.01	15.30	15.60	15.93	16.24	16.56
14	12.51	12.82	13.14	13.46	13.79	14.14	14.50	14.86	15.24	15.60	15.94	16.24	16.56	16.91	17.23
15	13.02	13.36	13.68	14.02	14.37	14.73	15.10	15.48	15.85	16.26	16.58	16.92	17.26	17.59	17.95
16	13.56	13.91	14.26	14.60	14.97	15.35	15.74	16.11	16.53	16.94	17.27	17.63	17.98	18.35	18.71
17	14.14	14.49	14.85	15.23	15.60	16.00	16.40	16.81	17.22	17.66	18.01	18.37	18.74	19.11	19.49
18	14.74	15.11	15.50	15.88	16.28	16.69	17.10	17.54	17.97	18.42	18.79	19.17	19.55	19.93	20.34
19	15.38	15.77	16.18	16.56	16.99	17.41	17.85	18.29	18.75	19.21	19.60	19.99	20.39	20.81	21.20
20	16.05	16.47	16.88	17.29	17.73	18.17	18.63	19.09	19.57	20.06	20.46	20.88	21.29	21.70	22.14
21	16.77	17.20	17.63	18.07	18.52	18.98	19.45	19.94	20.44	20.95	21.37	21.80	22.24	22.68	23.13
22	17.52	17.97	18.42	18.88	19.35	19.83	20.34	20.84	21.35	21.88	22.33	22.78	23.23	23.70	24.17
23	18.31	18.77	19.25	19.73	20.21	20.72	21.26	21.78	22.32	22.88	23.33	23.81	24.28	24.77	25.26
24	19.15	19.64	20.13	20.63	21.15	21.66	22.23	22.77	23.33	23.92	24.41	24.89	25.38	25.90	26.42
25	20.04	20.54	21.06	21.59	22.11	22.68	23.24	23.82	24.42	25.03	25.52	26.03	26.54	27.09	27.63
26	21.07	21.59	22.11	22.68	23.25	23.82	24.42	25.03	25.67	26.30	26.83	27.36	27.90	28.47	29.04
28	23.63	24.22	24.82	25.45	26.07	26.73	27.40	28.09	28.79	29.51	30.11	30.69	31.32	31.95	32.57
38	41.56	42.60	43.67	44.76	45.88	47.02	48.21	49.41	50.63	51.89	52.94	54.01	55.08	56.19	57.30

**Schedule C- Effective January 1, 2009\***

Grade	Step														
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
12	11.62	11.90	12.19	12.51	12.82	13.13	13.47	13.81	14.14	14.49	14.79	15.09	15.39	15.68	16.01
13	12.08	12.38	12.67	13.00	13.34	13.67	14.00	14.36	14.71	15.09	15.38	15.68	16.01	16.32	16.64
14	12.57	12.88	13.21	13.53	13.86	14.21	14.57	14.93	15.32	15.68	16.02	16.32	16.64	16.99	17.32
15	13.09	13.43	13.75	14.09	14.44	14.80	15.18	15.56	15.93	16.34	16.66	17.00	17.35	17.68	18.04
16	13.63	13.98	14.33	14.67	15.04	15.43	15.82	16.19	16.61	17.02	17.36	17.72	18.07	18.44	18.80
17	14.21	14.56	14.92	15.31	15.68	16.08	16.48	16.89	17.31	17.75	18.10	18.46	18.83	19.21	19.59
18	14.81	15.19	15.58	15.96	16.36	16.77	17.19	17.63	18.06	18.51	18.88	19.27	19.65	20.03	20.44
19	15.46	15.85	16.26	16.64	17.07	17.50	17.94	18.38	18.84	19.31	19.70	20.09	20.49	20.91	21.31
20	16.13	16.55	16.96	17.38	17.82	18.26	18.72	19.19	19.67	20.16	20.56	20.98	21.40	21.81	22.25
21	16.85	17.29	17.72	18.16	18.61	19.07	19.55	20.04	20.54	21.05	21.48	21.91	22.35	22.79	23.25
22	17.61	18.06	18.51	18.97	19.45	19.93	20.44	20.94	21.46	21.99	22.44	22.89	23.35	23.82	24.29
23	18.40	18.86	19.35	19.83	20.31	20.82	21.37	21.89	22.43	22.99	23.45	23.93	24.40	24.89	25.39
24	19.25	19.74	20.23	20.73	21.26	21.77	22.34	22.88	23.45	24.04	24.53	25.01	25.51	26.03	26.55
25	20.14	20.64	21.17	21.70	22.22	22.79	23.36	23.94	24.54	25.16	25.65	26.16	26.67	27.23	27.77
26	21.18	21.70	22.22	22.79	23.37	23.94	24.54	25.16	25.80	26.43	26.96	27.50	28.04	28.61	29.19
28	23.75	24.34	24.94	25.58	26.20	26.86	27.54	28.23	28.93	29.66	30.26	30.84	31.48	32.11	32.73
38	41.77	42.81	43.89	44.98	46.11	47.26	48.45	49.66	50.88	52.15	53.20	54.28	55.36	56.47	57.59

\*Longevity step increases shall be granted on each anniversary date of hire through step 15 for pay schedules A, B and C.

**Appendix A-4**

**AGREEMENT – BEHAVIORAL HEALTH RESOURCES**

**Schedule D- Acute Psychiatric Registered Nurse**

**Effective July 1, 2007\***

Grade	Step									
	1	2	3	4	5	6	7	8	9	10
28-N	22.61	23.75	24.93	25.94	26.97	27.90	28.88	29.90	30.94	32.03

  

11	12	13	14	15	16	17	18	19
33.15	33.98	34.82	35.70	36.49	37.32	38.16	39.02	39.90

**Schedule E- Acute Psychiatric Registered Nurse**

**Effective July 1, 2008\***

Grade	Step									
	1	2	3	4	5	6	7	8	9	10
28-N	23.63	24.81	26.05	27.10	28.17	29.17	30.18	31.25	32.33	33.47

  

11	12	13	14	15	16	17	18	19
34.64	35.50	36.39	37.31	38.14	39.01	39.88	40.78	41.70

**Schedule F- Acute Psychiatric Registered Nurse**

**Effective January 1, 2009\***

Grade	Step									
	1	2	3	4	5	6	7	8	9	10
28-N	23.75	24.93	26.18	27.24	28.31	29.32	30.33	31.41	32.49	33.64

  

11	12	13	14	15	16	17	18	19
34.81	35.68	36.57	37.50	38.33	39.21	40.08	40.98	41.91

\*Longevity step increases shall be granted on each anniversary date of hire through step 19 for pay schedules D, E and F.

## **Appendix A-4 (Continued)**

### **Recognition for Past Experience**

Full or part time nurses hired during the term of this Agreement shall be compensated in accordance with the following plan. For purposes of this section, continuous recent experience shall be defined as clinical nursing experience in an accredited hospital without a break in nursing experience which would reduce the level of nursing skills in the opinion of the Employer.

- a. Nurses with two (2) or more years of continuous recent experience in nursing shall be employed at not less than Step 2.
- b. Nurses with four (4) or more years of continuous recent experience in nursing shall be employed at not less than Step 4.
- c. Nurses with six (6) or more years of continuous recent experience in nursing shall be employed at not less than Step 6.
- d. Nurses with eight (8) or more years of continuous recent experience in nursing shall be employed at not less than Step 8.
- e. Nurses with ten (10) or more years of continuous recent experience in nursing shall be employed at not less than Step 10.

### **Shift Differential**

Nurses assigned to work the evening shift shall be paid a shift differential of two dollars and 50 cents (\$2.50) per hour.

Nurses assigned to work the night shift shall be paid a shift differential of three dollars and 50 cents (\$3.50) per hour.

### **Charge Nurse Differential**

Nurses assigned to work as Charge Nurse shall be paid a premium of \$1.00 per hour.

**Appendix B**

**MEMORANDUM OF UNDERSTANDING  
CONCERNING UNION MEMBERSHIP**

**By and Between**

**BEHAVIORAL HEALTH RESOURCES  
&  
DISTRICT 1199NW, HOSPITAL AND HEALTH CARE EMPLOYEES UNION, SEIU**

This Memorandum of Understanding is entered into by Behavioral Health Resources and District 1199NW, Hospital and Health Care Employees Union to recognize an agreement and understanding regarding the rights of membership in the Union.

Although according to Article 2, paragraph 2.1 of the Agreement, all employees covered by this Agreement are required to become and remain members in good standing of the Union or pay an equivalent amount in monthly dues to a charity, the parties agree that those employees employed prior to June 1, 1998, who are not members of the Union, shall have the option of remaining non-members and shall have no obligation to pay dues or an equivalent amount to a charity for the duration of this agreement; provided, however, should such an employee join the Union after this Agreement is ratified, the employee shall comply with Article 2, paragraph 2.1.

The Employer and the Union recognize the inherent right of individual self-determination. Neither the Employer nor the Union shall interfere with the right of employees covered by this Agreement to become or not become members of the Union, and there shall be no discrimination against any such employees because of lawful Union membership or non-membership.

Dated this \_\_\_\_\_ day of October 2007.

BEHAVIORAL HEALTH RESOURCES

DISTRICT 1199NW, HOSPITAL AND  
HEALTH CARE EMPLOYEES UNION

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John Masterson  
Executive Director

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Diane Sosne, RN  
President

**Appendix C**

**MEMORANDUM OF UNDERSTANDING  
CONCERNING  
YOUTH ENHANCEMENT PARTNERSHIP STATUS**

**By and Between**

**BEHAVIORAL HEALTH RESOURCES  
&  
DISTRICT 1199NW, HOSPITAL AND HEALTH CARE EMPLOYEES UNION, SEIU**

1. For purposes of annual, temporary layoff situations, Youth Enhancement Partnership (YEP) staff shall be considered a separate, closed classification. No other classification shall bump into YEP positions, and YEP positions shall not bump into other job classifications.

2. During temporary layoffs, qualified YEP staff shall be offered supplemental employment options such as fill-in positions, supplemental contracts and coverage for leaves of absence according to seniority.

3. If the YEP contract with the school district is permanently reduced or not renewed before the new school year, then the YEP staff shall have layoff options under Article 17.

4. YEP employees shall have the option of prorating their salary throughout the twelve month year. All employees selecting this option shall accrue benefits on a pro-rata basis except for medical/dental insurance coverage.

5. The Employer shall develop procedures in order to implement one through four.

6. YEP employees shall receive Employer-paid medical and dental benefits during seasonal layoff periods.

Dated this \_\_\_\_\_ day of October 2007.

BEHAVIORAL HEALTH RESOURCES

DISTRICT 1199NW, HOSPITAL AND  
HEALTH CARE EMPLOYEES UNION

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John Masterson  
Executive Director

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Diane Sosne, RN  
President

**Appendix D**

**MEMORANDUM OF UNDERSTANDING  
CONCERNING  
GOOD STANDING AT TERMINATION OF EMPLOYMENT**

**By and Between**

**BEHAVIORAL HEALTH RESOURCES  
&  
DISTRICT 1199NW, HOSPITAL AND HEALTH CARE EMPLOYEES UNION, SEIU**

Employees who do not provide a minimum two (2) week written notice of resignation or are terminated for reasons that are not subject to progressive discipline will not be considered in good standing. The Employer will give consideration to circumstances that prevent an individual from providing a minimum two (2) week notice when making this determination.

Dated this \_\_\_\_\_ day of October 2007.

BEHAVIORAL HEALTH RESOURCES

DISTRICT 1199NW, HOSPITAL AND  
HEALTH CARE EMPLOYEES UNION

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John Masterson  
Executive Director

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Diane Sosne, RN  
President

**Appendix E**

**MEMORANDUM OF UNDERSTANDING  
CONCERNING COMPANY VEHICLES**

**By and Between**

**BEHAVIORAL HEALTH RESOURCES  
&  
DISTRICT 1199NW, HOSPITAL AND HEALTH CARE EMPLOYEES UNION, SEIU**

**Supplementing the Agreement between BHR and SEIU 1199NW.**

The Employer provides some vehicles for use by employees when transporting clients and conducting other BHR approved business. The Employer affirms that care of the client and consideration for employees requires that these vehicles be in safe operating condition at all times and that the interior, to the extent practical, be clean and odor free. The Employer will attempt to achieve these standards by:

- Immediately bringing all vehicles to acceptable safety standards.
- Budget for and perform routine mechanical and interior maintenance.
- Assure mechanical maintenance is performed by qualified automobile mechanics.
- Develop and make available to employees a maintenance log for each vehicle.
- Establish a policy and procedure for employee use of vehicles which includes:
  - A sign-out agreement and log.
  - A sign-in check list on which any vehicle problems can be noted.
  - Designate a specific person to be responsible for vehicles.

The parties recognize that mechanical and physical care of Employer vehicles is a joint responsibility of employees using the vehicles and the Employer.

Employees agree to abide by adopted published policies regarding use of Employer vehicles. Through the sign in check list employees will be able to record needed mechanical and physical maintenance. Repeated unattended mechanical or physical maintenance problems may be brought to the Health & Safety Committee.

Dated this \_\_\_\_\_ day of October 2007.

BEHAVIORAL HEALTH RESOURCES

DISTRICT 1199NW, HOSPITAL AND  
HEALTH CARE EMPLOYEES UNION

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John Masterson  
Executive Director

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Diane Sosne, RN  
President

## Appendix F

### MEMORANDUM OF UNDERSTANDING CONCERNING WORKLOAD CONCERNS

By and Between

#### BEHAVIORAL HEALTH RESOURCES & DISTRICT 1199NW, HOSPITAL AND HEALTH CARE EMPLOYEES UNION, SEIU

#### Supplementing the Agreement between BHR and SEIU 1199NW.

The Union and BHR share a common commitment to delivering high quality health care to the community and will endeavor to provide workloads that are consistent with achieving that standard.

We also acknowledge that changes in acuity, census and staff availability and workload requirements can occur requiring mutual understanding and communication. Employees who have concerns about their workload are encouraged to address the issues directly with their immediate supervisor.

Some workload concerns, however, may be associated with ineffective or broken processes. BHR supports a culture of continual quality improvement and has adopted a system of process improvement (the ZOOM process) to identify and improve processes that affect an employee's workload. The following procedure will be used to "ZOOM" workload concerns.

1. **This process will begin January 1 2008.**
2. **Requests.** During the first team (unit) meeting of each quarter, each unit's staff meeting will be dedicated to Continuous Quality Improvement and employees may utilize a portion or all of the allotted time to identify issues that are not currently being addressed within the program and are appropriate for process improvement. Management personnel will not be in attendance at this portion of the meeting. Management personnel, however, may attend this portion of the meeting if requested by staff.

Issues identified in these meetings will be placed on "Request by Advocate for Continuous Quality Improvement" forms. These forms will be readily accessible at each site, and everyone should be encouraged to participate. Advocates may be identified on the form by team name or individual employee name. Completed forms will be routed to the Union's Co-Chair of the Labor Management Committee for holding and will be brought to the next scheduled Labor Management Committee meeting (see step 4 below).

3. The Labor/Management Committee, a union designated advocate from each unit, and a management agent should be trained in the ZOOM CQI process by December 31, 2007.
4. **Sponsorship.** The Labor/Management Committee is the sponsor for Continuous Quality Improvement projects associated with workload concerns brought to them through the process outlined in this side letter. Requests for sponsorship will be considered by the Labor/Management Committee and approved for application of the ZOOM process or returned to the requestor. The

Continuous Quality Improvement projects submitted for sponsorship may be modified by the Labor/Management Committee prior to approval. The approved application will result in the creation of a ZOOM Team.

5. **Resources.** BHR management has the responsibility for ensuring that facilitation is provided by persons proficient in ZOOM, releasing staff, equipment, and financial resources sufficient to implement and complete approved ZOOM Continuous Quality Improvement projects.
6. **Accountability.** Labor Management-sponsored ZOOM teams will report the outcomes of their work within 60 days of creation of the ZOOM team, including data-driven recommendations for change, to the Labor/Management Committee using the "Process Change Request" form. Labor/Management committee will approve, mark pending or reject the request for change within 30 days of submittal by the ZOOM Team.
7. **Implementation.** Approved change requests will be routed to the appropriate agent for implementation.

The Union and BHR 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 continual process improvement efforts shall not be subject to grievance and arbitration nor shall utilizing this process affect an employee's performance evaluation or be a subject of discipline.

Dated this \_\_\_\_\_ day of October 2007.

BEHAVIORAL HEALTH RESOURCES

DISTRICT 1199NW, HOSPITAL AND  
HEALTH CARE EMPLOYEES UNION

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John Masterson  
Executive Director

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Diane Sosne, RN  
President



**Appendix H**

**MEMORANDUM OF UNDERSTANDING CONCERNING  
PAY PERIODS**

**By and Between**

**BEHAVIORAL HEALTH RESOURCES  
&  
DISTRICT 1199NW, HOSPITAL AND HEALTH CARE EMPLOYEES UNION, SEIU**

**Supplementing the Agreement between BHR and SEIU 1199NW.**

Effective 10/1/2005 BHR will implement a change in payroll processing that alters the dates of pay periods by which employees are paid. Prior to 10/1/2005 the pay period encompassed the full month and employees were paid on the last weekday of the month based on a forecast of salary. On 10/1/2005, the pay period will begin the 1<sup>st</sup> day of the month and end the 22<sup>nd</sup> day of the month. Thereafter, the pay period will begin the 23<sup>rd</sup> day of the month and end the 22<sup>nd</sup> day of the month. Employees will continue to be paid on the last weekday of the month.

Implementing this change in the dates of pay periods will result in a short pay period (10/1/2005 – 10/22/2005). In an effort to ease the financial hardship the transition to a new payroll processing cycle places upon employees, BHR will provide payroll advances to employees for the month of October up to the amount the employee would have received using the forecast method of payment. The payroll advance must be repaid to BHR over a six-month period beginning with the November 2005 check with the full amount due from an employee's final check should the individual leave employment.

Dated this \_\_\_\_\_ day of October 2007.

BEHAVIORAL HEALTH RESOURCES

DISTRICT 1199NW, HOSPITAL AND  
HEALTH CARE EMPLOYEES UNION

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John Masterson  
Executive Director

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Diane Sosne, RN  
President

**Appendix I**

**MEMORANDUM OF UNDERSTANDING  
CONCERNING RETIREMENT CONTRIBUTIONS**

**By and Between**

**BEHAVIORAL HEALTH RESOURCES  
&  
DISTRICT 1199NW, HOSPITAL AND HEALTH CARE EMPLOYEES UNION, SEIU**

**Supplementing the Agreement between BHR and SEIU 1199NW.**

The Employer and the Union agree that it is to the benefit of bargaining unit members to increase the number of investment options to which employees may direct retirement contributions and decrease the costs associated with managing the funds. By law, the SEP-IRA in effect for BHR employees is limited to investment options offered by the plan manager, American Express. The number of options available to employees, however, can be greatly increased within the structure of a 401k plan. Therefore, in order to accomplish the goal of increasing investment options, contributions to the SEP-IRA will end on a date yet to be determined (target date: 10/1/2005) and retirement contributions will be directed by employees to investment options within a 401k plan selected by the Employer on the basis of performance and cost. There will be no change to the Agreement regarding the amount of the Employer's contribution or the immediate vesting of these funds to the employee. Funds in the SEP-IRA will remain under the individual employee's control. IRS penalties associated with withdrawing funds from the SEP-IRA will remain in effect.

One added advantage of adopting a 401k plan for retirement contributions is the potential for reducing costs to the employee for services associated with managing the funds. Employees may desire to transfer funds from the SEP-IRA to the 401k plan, however, transferred funds will be subject to rules imposed by the IRS and American Express including any applicable wait periods or penalties. Employees are encouraged to work with the third party administrator of the 401k plan prior to attempting a transfer of funds to determine the most financially advantageous manner of doing so.

Dated this \_\_\_\_\_ day of October 2007.

BEHAVIORAL HEALTH RESOURCES

DISTRICT 1199NW, HOSPITAL AND  
HEALTH CARE EMPLOYEES UNION

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John Masterson  
Executive Director

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Diane Sosne, RN  
President

## Appendix J

### MEMORANDUM OF UNDERSTANDING CONCERNING REVIEW OF JOB CLASSIFICATIONS

By and Between

#### BEHAVIORAL HEALTH RESOURCES & DISTRICT 1199NW, HOSPITAL AND HEALTH CARE EMPLOYEES UNION, SEIU

Supplementing the Agreement between BHR and SEIU 1199NW.

#### Process for Review of Job Classifications:

##### Step One

- The request for a job classification review may be initiated by the job incumbent or by the department Supervisor/Manager. The request must include a statement regarding how the position has changed. A request will qualify for review when:
  - An existing position is believed to have changed considerably in qualifications, difficulty, and responsibility.
  - Changes in work location, hours of work, or volume will not normally be considered for evaluation unless the job requires additional skill. In-service skill upgrades paid by BHR would also not be grounds for reclassification. They shall, however, prepare an incumbent for future advancements.

##### Step Two

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

##### Step Three

- Human Resources will analyze the position by interviewing all parties concerned before conducting a job evaluation. The job evaluation will return a recommended salary grade.

##### Step Four

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

## **Step Five**

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

- The job incumbent (or supervisor) will be notified of the change. Any change in pay grade will be effective retroactively to the first full pay period following the date of the initial request for review.
- If a job advances by two or fewer salary grades, the individual is assigned to the step matching his/her years of relevant experience established for setting wages at hire.
- In the event the rate associated with this step is lower than the incumbent's current rate of pay, the individual will be assigned to the next closest step that will not result in loss of pay.
- If a job advances by three or more grades, the incumbent is assigned to a step as described above and then receives an additional step to denote the equivalent of a promotion.
- In the event a job is assigned to a pay grade that is two or fewer grades lower, the principle of "no loss in pay" for employees within the classification will apply and the individual will be assigned to the next closest step within the grade that will not result in loss of pay. Should an employee's rate of pay be above the maximum in the pay grade, the individual will retain his/her rate of pay but will be ineligible for pay increases until a future adjustment in the range positions the employee's rate of pay below the maximum of the range.

- If a job is assigned to a pay grade that is three or more grades lower, the individual will be assigned to the next closest step within the grade that will not result in loss of pay. Should an employee's rate of pay be above the maximum in the pay grade, however, the principle of "no loss in pay" for employees within the classification will not apply and the individual will be assigned the maximum of the new range.
- The effective date for the pay change will be the first full pay period following the date upon which the request for the job classification review was made.

**General Provisions:**

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

Dated this \_\_\_\_\_ day of October 2007.

BEHAVIORAL HEALTH RESOURCES

DISTRICT 1199NW, HOSPITAL AND  
HEALTH CARE EMPLOYEES UNION

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John Masterson  
Executive Director

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Diane Sosne, RN  
President

**Appendix K**

**MEMORANDUM OF UNDERSTANDING  
CONCERNING REVIEW OF CLINICAL PAY GRADES**

**By and Between**

**BEHAVIORAL HEALTH RESOURCES  
&  
DISTRICT 1199NW, HOSPITAL AND HEALTH CARE EMPLOYEES UNION, SEIU**

**Supplementing the Agreement between BHR and SEIU 1199NW.**

The Employer and the Union shall establish a workgroup to examine the structure of clinical job classifications and pay grades. The group shall be composed of both Management and Union employees and shall be accountable to the Labor Management Committee. The work group membership will be established by September 1, 2005 and shall present its work to the Labor Management Committee by February 28, 2006 or before. The Employer and the Union will consider the recommendations of the workgroup in its wage re-opener beginning on 3/1/2006.

Dated this \_\_\_\_\_ day of October 2007.

BEHAVIORAL HEALTH RESOURCES

DISTRICT 1199NW, HOSPITAL AND  
HEALTH CARE EMPLOYEES UNION

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John Masterson  
Executive Director

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Diane Sosne, RN  
President

**Appendix L**

**MEMORANDUM OF UNDERSTANDING  
CONCERNING EDUCATION FUNDS**

**By and Between**

**BEHAVIORAL HEALTH RESOURCES  
&  
DISTRICT 1199NW, HOSPITAL AND HEALTH CARE EMPLOYEES UNION, SEIU**

**Supplementing the Agreement between BHR and SEIU 1199NW.**

BHR is implementing an on-line training curriculum. The Employer and the Union shall select members to participate in a group that will examine how to develop and utilize the on-line training tool. One purpose of the workgroup will be to build upon discussions begun during negotiations regarding how a portion of education funds not used by employees may be directed to develop online training courses or specialized training events.

The work group membership will be established by September 1, 2005 and shall present its work to the Labor Management Committee by February 28, 2006 or before.

Dated this \_\_\_\_\_ day of October 2007.

BEHAVIORAL HEALTH RESOURCES

DISTRICT 1199NW, HOSPITAL AND  
HEALTH CARE EMPLOYEES UNION

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John Masterson  
Executive Director

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Diane Sosne, RN  
President

**Appendix M**

**MEMORANDUM OF UNDERSTANDING  
CONCERNING INFORMATION MANAGEMENT AND CLINICAL EFFICIENCY**

**By and Between**

**BEHAVIORAL HEALTH RESOURCES  
&  
DISTRICT 1199NW, HOSPITAL AND HEALTH CARE EMPLOYEES UNION, SEIU**

**Supplementing the Agreement between BHR and SEIU 1199NW.**

The Employer and the Union shall establish a workgroup to examine information management and clinical efficiency. The purpose of the group will be to examine how information management technology can be used to decrease the redundancy of information clinicians manually place on forms. The group shall be composed of both Management and Union employees and shall be accountable to the Labor Management Committee. The work group membership will be established by September 1, 2005 and shall present its work to the Labor Management Committee by February 28, 2006 or before.

Dated this \_\_\_\_\_ day of October 2007.

BEHAVIORAL HEALTH RESOURCES

DISTRICT 1199NW, HOSPITAL AND  
HEALTH CARE EMPLOYEES UNION

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John Masterson  
Executive Director

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Diane Sosne, RN  
President