

Agreement by and between
UFCW 3000
and
Discovery Behavioral Health

Discovery Behavioral Health

Effective: 12-31-2020 – 12-31-2023

UFCW3000

Faye Guenther, President • Joe Mizrahi, Secretary-Treasurer





WEINGARTEN RIGHTS

Your Right to Union Representation

You have the right to union representation if you are called to a meeting with management that could lead to discipline.

“I understand that this proceeding is for the purpose of investigating whether I may receive discipline. Therefore, I request that a union representative be present on my behalf before this proceeding continues. If you insist that the proceeding continue without allowing me union representation, I hereby protest your denial of rights guaranteed to me under federal labor law.”

Weingarten rights were won in a 1975 Supreme Court decision with these basic guidelines:

-  You must make a clear request for union representation either before or during the interview. Managers do not have to inform employees of their rights.
-  Management cannot retaliate against an employee requesting representation.
-  Management must delay questioning until the union steward arrives.
-  It is against Federal Law for management to deny an employee's request for a steward and continue with an interrogation. In this case, an employee can refuse to answer management's questions.

Discipline? Contract violations?

Call the Member Resource Center

If you or a coworker need help regarding an Investigatory Meeting, are facing Discipline or Corrective Action, or need to report Contract Violations our MRC Representatives will work with you on a plan of action.

Call the Member Resource Center at: 206-436-6570

AGREEMENT

By and Between
**UNITED FOOD & COMMERCIAL WORKERS
UNION LOCAL 21**
and
DISCOVERY BEHAVIORAL HEALTH

ARTICLE 1 - DEFINITIONS

1.01 Employee - For the purpose of this Agreement, employee(s) shall refer to a member of the bargaining unit identified in Article 2 of this Agreement.

1.02 Regular Employee - An employee who successfully completes an orientation period of six (6) months and any extensions thereof in a regular position.

1.03 Temporary Employee - An employee whose employment meets short-term needs or is seasonal in nature. Benefits shall not be available to temporary employees and they shall not be bargaining unit members. Temporary employment of an individual shall not exceed eight hundred (800) hours in one (1) anniversary year. These employees shall also be known as "clerk hire" employees. The use of temporary employees shall not cause a reduction in full-time and part-time employees regularly scheduled non-overtime hours.

1.04 Contract Service Providers - Persons who provide services pursuant to a personal services contract are not part of the bargaining unit or subject to the terms of this Agreement. The Employer shall endeavor to make increased work available to bargaining unit members before employing contract employees. Specialty qualifications, persons retained for a specific grant, irregular work hours, or a short term or limited work volume (less than two hundred and forty (240) hours per quarter) will be the basis for selecting contract employees. The Employer shall determine whether a contract service provider possesses specialty qualifications needed by the Agency. The use of contract service providers shall not cause a reduction in full-time and part-time employees regularly scheduled non-overtime hours.

1.05 Full Time Employee - A regular employee who is regularly scheduled an average of at least thirty-five (35) hours per workweek in an anniversary year.

1.06 Part Time Employee - A regular employee who is regularly scheduled an average of less than thirty-five (35) hours per workweek in an anniversary year.

1.07 Orientation Period - All employment with the Employer shall be probationary during the first six (6) consecutive months of employment. An extended probationary period of up to two (2) additional periods of three (3) months may be granted by mutual written agreement of the parties. The Employer shall notify the Union of extensions via a copy of the signed extension agreement. Probationary employees shall not be entitled to use the grievance arbitration process for any reason. At the Employer's discretion, persons who have worked pursuant to a personal service contract and who become an employee may have all or part of the period worked pursuant to the personal services contract credited toward the completion of the orientation period.

ARTICLE 2 - RECOGNITION

2.01 The Employer recognizes the Union as the sole and exclusive bargaining representative for the Employees of the Agency employed in classifications listed in Appendix A, excluding Contract Service Providers (Section 1.04) program managers, temporary employees, confidential employees, guards and supervisors as defined by the Act.

ARTICLE 3 - UNION MEMBERSHIP/REPRESENTATION

3.01 Membership - It shall be a condition of employment that all full-time and part-time employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing, and those who are not members on the effective date of this Agreement shall, on the 30th day following the effective date of this Agreement, become and remain members in good standing of the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the 1st day of the month following 30 days of such employment, become and remain members in good standing in the Union. For the purpose of this Section, the execution date of this Agreement shall be considered as its effective date.

3.02 Dues Deduction -The Employer shall, at the request of the Union, deduct from the wages of its employees the regular membership dues and initiation fees of the Union and promptly transmit such funds to the Union, provided that the Employer has received from each employee on whose account such deductions are made a written assignment authorization form which shall be honored in accordance with its terms. Provided with each due's transmission will be the employee's name, social security number, FTE and the amount deducted. In the event of over deduction and transmission error employees shall have no claim against the Employer but shall exclusively make claims against the Union.

3.03 Whenever the Union shall require the discharge of any employee in connection with the Union security clause of this Agreement, the Union shall hold the Employer and its agents harmless and shall indemnify the Employer against any loss, damages, or other form of liability as a result of relying upon the direction of the Union in terminating any employee. The Employer agrees that when the Union notifies the Employer in writing that the reason for the termination was a bona fide clerical error, the Employer will offer to reinstate the employee within a reasonable time, not later than the beginning of the next scheduled workweek after receipt of such written notice.

3.04 The Employer shall provide a list of bargaining unit employees' information, as needed for representational purposes, once per quarter, if requested in writing by the Union.

3.05 A duly authorized representative of the Union shall be permitted to enter upon the Employer's premises at reasonable times and upon first notifying the Executive Director or designee for the purpose of investigating working conditions and grievances. Such visits shall not interfere with or disturb the employees in the performance of work or the proper operation of the Agency.

3.06 The Employer agrees that the Union may designate a maximum of three (3) unit representatives ("stewards") to represent bargaining unit employees. The Union shall notify the Employer in writing of the effective appointment date of each steward. Said notification shall occur no later than seven (7) calendar days after the employee's appointment. The parties acknowledge and agree that the steward shall perform steward duties during non-working hours. A steward may perform steward duties during working hours only upon first receiving permission from the Executive Director. Such permission shall not be unreasonably denied.

3.6.1 Union Steward Leave - The Employer agrees to allow Union Stewards up to four (4) days of unpaid leave per year for the purpose of receiving training performed by the union. The union steward may choose to use vacation for any of these four training days. The training will be one (1) full day at a time, but not more than four times per year. The union agrees to provide the Employer with 30 days' notice of the training and the Employer agrees it shall not unduly withhold its release of the stewards.

3.07 Bulletin Board - The Employer shall furnish space for two (2) bulletin boards for the use of the Union upon request. All materials posted must be conspicuously dated and signed by a designated Union representative. All materials must be solely related to the Union business of the Employer's employees.

3.08 Voluntary Political Action Fund Deduction - The Employer shall deduct the sum specified from the pay of each member of the Union who voluntarily executes a political action contribution authorization form. The amount deducted and a roster of employees using this voluntarily will be transmitted to the Union.

The Union and each employee authorizing the assignment of wages for the payment of voluntary political contributions hereby undertakes to indemnify and hold the Employer harmless from all claims, demands suits, and other liability that may arise against the Employer for or on account of any deduction made from the wages of such employee.

The Union agrees that neither employees nor its representatives will solicit for political action fund deductions in patient care areas. The Union will reimburse Discovery Behavioral Health for its reasonable cost of administering the political action deduction, based upon the requirements of the Federal Election Campaign Act (FECA) and the Employers reasonable administrative costs.

ARTICLE 4 - NONDISCRIMINATION

4.01 Equal Opportunity - The Employer and UFCW agree that there shall be no discrimination against an employee because of race, color, creed, national origin, religion, sex, veteran's status, marital status, sexual orientation, age, or disability, except as provided by applicable law.

4.01.1 The parties agree that should the Employer determine that changes in wages, hours, working conditions or term(s) of this Agreement are necessary to achieve or maintain compliance with the American With Disabilities Act, the Union shall be given written notice of the determination and an opportunity to bargain about such changes. If the parties do not reach an agreement on the proposed changes within forty-five (45) days of the receipt of notice by the Union, the parties shall submit the issue to an arbitrator, as set forth in Section 10.06 of the collective bargaining agreement. The only issue before the arbitrator shall be whether the Employer must implement such change(s) to maintain or achieve compliance with the Americans With Disabilities Act and any other mutually agreed upon issues. The parties agree that the hearing before the arbitrator must be conducted within thirty (30) days after the end of the forty-five (45) day negotiation period described above. Thereafter, the arbitrator shall deliver a written decision within thirty (30) days.

ARTICLE 5 -MANAGEMENT RIGHTS

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

ARTICLE 6 - HEALTH & WELFARE PENSION

6.01 Healthcare - The employer will provide full-time and part-time union and non-union employees, with medical and dental plan coverage through UFCW. Cost sharing for these plans will depend on the employee's FTE status. The employer will pay the full-time employee's (1.0 FTE) entire premium up to \$550.00 per month. The employee will pay a prorated portion of the premium if not a 1.0 FTE. The employee may pay for family and dependent coverage.

6.02 Pension - The Employer agrees to withhold from wages, amounts designated by the requesting Employee for an employee's personal retirement plan provided such deduction creates no additional burden on the Employer's payroll system than any other form of employee requested payroll deduction.

ARTICLE - 7 - LEAVES

7.01 Health Leave - Health leave is granted to a regular and orientation period employee at the rate of 10 hours for each month of completed service. An employee may not accumulate more than two hundred (200) days of health leave. To receive health leave, an employee must either be sick or disabled or have a scheduled health care appointment. Upon request by the Employer, an employee must be able to furnish proof, including documentation from a licensed health care provider. Falsification or misuse of health leave may be considered cause for discipline up to and including discharge. Employees who are not classified as full-time employees shall receive a pro-rated benefit, i.e. an employee who works twenty (20) hours each week would only accrue one-half (1/2) the health leave benefit that an employee working forty (40) hours each week would accrue.

7.02 Health leave is appropriate for illness or disability caused by or contributed to by: Pregnancy, miscarriage, abortion, childbirth, adoption, and recovery therefrom. Accrued health leave is appropriate to care for a family member with a health condition that requires treatment and/or supervision (RCW 49.12). Accrued health leave, not leave of absence, must be used for illness, injury or disability.

7.03 Health leave benefits shall apply only to cases of sickness and accidents. An employee who is collecting Workers' Compensation benefits shall not receive health leave benefits as provided herein. If such Workers' Compensation benefits, or other disability benefits, are less than the amount of the health leave benefits provided herein for such period, an employee may choose to receive sick benefits in addition to such temporary disability benefits he would have otherwise received as provided herein.

7.04 Bereavement Leave - Up to three (3) days of paid leave shall be granted to an employee who has a death in the immediate family. An additional two (2) days of paid leave shall be granted if travel over five hundred (500) miles or more one way is necessary. Any such leave must be requested by the employee and approved by Manager.

7.04.1 As used in Section 7.04, "immediate family" shall be defined as spouse, parent, Domestic Partner, grandparent, aunts, uncles, nieces, nephews, child, grandchild, brother, sister and step-relations or current in-laws of the same degree.

7.05 Paid Time Off

Regular hourly employees shall be granted annual leave based upon paid hours (one year equals 2,080 hours) upon the ratification of this agreement as follows:

Accrual Table:

Year of Employ	Days Per Year	Hours/Month @100% FTE	Hours/Year @100% FTE
1	12	8.00	96.00
2	14	9.34	112.00
3	16	10.67	128.00
4	18	12.00	144.00
5	19	12.67	152.00
6	20	13.34	160.00
7	22	14.67	176.00
8	23	15.34	184.00
9	24	16.00	192.00
10	25	16.67	200.00
11	26	17.34	208.00
12	27	18.00	216.00
13	28	18.67	224.00
14	29	19.34	232.00
15	30	20.00	240.00
16	31	20.67	248.00
17	32	21.34	256.00
18	33	22.00	264.00

Annual leave shall begin accruing the first day of employment. During the orientation period, an employee shall not be eligible to receive compensation from their annual leave account. If employment terminated within the orientation period, there is no pay out of accrued hours. Leave accrual shall be based on a 2080-hour year such that advancing from one (1) year of employment to the next will only occur upon the completion of 2080 hours of employment. Employees achieving 2080 hours will be advanced to the next level of accrual effective the beginning of the next full pay period the month following the achievement of 2080 hours.

7.05.1 Employees will be paid vacation pay for each period of vacation used based upon their approved schedule for the vacation period and pay rate.

7.05.2 Employee must submit the request in writing at least fifteen (15) working days in advance. The Employer reserves the right to determine vacation scheduling in accordance with the needs of the Agency. The Employer agrees to approve or deny the leave request within seven (7) days of it being received. Before June 15th, an employee may schedule an extended vacation with the written authorization of their manager or their designee. This extended vacation can include any accumulated carryover as described below. Generally, employees shall not be requested to provide coverage for their vacation however an employee may provide coverage to avoid having their leave denied. Requests that are not approved within the request seven (7) days are deemed denied unless subsequently approved by the Executive Director.

7.05.3 A maximum of one-hundred twenty (120) hours accumulated PTO may be carried over from the previous year. If an employee is unable to take leave because of workload, vacation time will be paid. A written acknowledgment of such payment signed by the employee shall be provided by the employee to the Employer.

7.05.4 Employees who transfer from one position or program to another shall retain their original hire date for purposes of PTO accrual rate.

7.05.5 Accrued unused vacation may be used at any time by mutual agreement between the employee and their manager. Vacation time off will be requested in accordance with established procedure.

7.06 Holiday Leave - The following are holidays with pay for eligible employees:

New Year's Day	January 1
Martin Luther King Jr. 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 (5:00 p.m. 12/24 - 5:00 p.m. 12/25)
Christmas Eve	December 24 (or another date mutually amenable when the calendar provides long weekend opportunities)
Floating Holiday*	Must be scheduled at least two (2) weeks in advance.
Mental Health Day*	Can be taken at any time without pre-scheduling.

7.06.1 Employees will only be paid holiday pay when the employee actually cannot work because of a named holiday and shall be paid only the hours lost from their scheduled workweek arising from the loss of work on the named holiday. An employee will not receive holiday pay if the employee does not actually perform work before and after the holiday unless the Employer, in its sole discretion, excused the absence. Employees on leave of absence with or without pay will not receive holiday pay. No holiday pay will be payable for any day occurring as of or after a notice of resignation, termination or discharge.

7.06.2 Employees shall only be paid holiday pay if the holiday occurs on a day that employee is scheduled to work by Management. The intent of holiday pay is to prevent an employee from suffering economic loss as a result of the Employer's decision to not open for business on the holiday. Therefore, when an employee is paid holiday pay, they are not allowed to schedule an extra day of work in the holiday workweek unless expressly authorized by the Executive Director of the Agency, or their designee.

7.07 Leave Due to Inclement Weather - Should an employee be absent for scheduled work because of severe inclement weather, the employee shall be compensated on the same basis as if they had worked. This benefit shall be limited to two (2) days per year over and above days that the Center is closed due to inclement weather. If more than 50% of the employees are absent due to inclement weather those employees who do report for work shall be compensated at the rate time and one half (1-1/2) the employees' regular rate of pay.

7.08 Continuing Education - The Employer agrees to allow, at its discretion, leave or time with pay up to four (4) days for education/professional (academic) training purposes, providing such leave/time shall be subject to scheduling and budgetary limitations of the Employer, approval by the Employer of the subject matter to be studied and certification of attendance and/or completion of the course. Educational leave/time may only be requested upon a completion of at least six (6) months of continuous service. Education time shall be paid at straight-time when taken on scheduled time off. Educational time taken on scheduled time off shall not be included as time worked for purposes of calculating overtime or included for the accrual of benefits. If the Employer or the State requires an employee to attend an educational or training program, the costs of the program will be paid for by the Employer and the time spent by the employee at the program shall be paid as hours worked. During annual budget building, the Employer will endeavor to allocate funds for training tuition costs. The funds will be contingent upon availability and be allocated annually in an equal amount per staff person full-time equivalent. Part-time staff will receive pro rata training funds. Training funds will be expended as needed and subject to reallocation should the Employer so elect to resolve revenue/expense imbalances in the overall agency budget.

7.08.1 State Examinations – Employees will be released from regular scheduled duties and paid at their regular daily rate of pay to sit for. Employees must submit a written request at least thirty (30) days in advance, along with a copy of exam registration notice, to the supervisor.

7.09 Judicial Leave. In the event an employee is summoned to serve as a juror, or appear as a witness in court, or is named as a co-defendant on the Employer's behalf, such employee shall receive a regular day's pay for each day of required presence in court. Jury duty fees or witness fees received by the employee while in a paid status shall be submitted to the Finance Department. Upon receipt of a jury summons, or subpoena, the employee shall immediately provide a copy of the jury summons or subpoena to the immediate supervisor and Human Resources.

7.10 Military Leave - The Union and Employer agree that the provisions of State and Federal Law shall apply to affected employees. Employees shall provide notice to their supervisor and the Human Resources Office as far in advance as practical. A copy of the orders detailing the anticipated start and end date(s) will be forwarded to the supervisor and Human Resources for placement in the personnel file. While on an authorized military leave of absence, employees may elect to utilize their vacation accruals in lieu of taking an unpaid leave of absence. Such requests must be submitted in writing prior to the leave of absence.

7.11 Family Leave - After one (1) year of employment, permission may be granted for a leave of absence to: (a) care for an employee's newborn or newly adopted child (under age six (6)) at the time of placement or adoption, and (b) care for a child of the employee under the age of eighteen (18) years old who has a terminal health condition. Family leave shall be unpaid except an employee may use annual accrued leave. Family leave must be completed within twelve (12) months after the birth or placement for adoption. An employee on family leave not exceeding three (3) months total (including all other types of paid or unpaid leave) from the date of first absence from work shall be entitled to return to his/her prior position. Thereafter, the employee shall be entitled to the first available position for which she/he is qualified. Such leave shall not exceed six (6) months total, including all other types of paid and unpaid leave. If both parents of the newborn or newly adopted child are employees, they shall be entitled to a total of six (6) months of family leave to be granted to only one (1) employee parent at a time.

7.12 Dependent Care Leave - After one (1) year of continuous employment, an unpaid leave may be granted to an employee to care for a dependent child who resides with the employee or for a dependent parent of the employee. An employee on Dependent Care Leave not exceeding thirty (30) days shall be entitled to return to his or her prior position. Thereafter, the employee shall be entitled to the first available position for which she/he is qualified. Such leave shall not exceed thirty (30) days.

7.13 Leaves of Absence - After two (2) years of continuous full-time employment (or the equivalent 3,900 hours) an employee may request an unpaid leave of absence of up to three (3) months or sixty-six (66) working days. An employee's supervisor will make a recommendation about the leave of absence request to the Executive Director, who will have the final decision of approval. An employee with five (5) years or more continuous full-time employment (or 9,750 consecutive hours) shall be entitled to return to his or her prior position at the end of the leave of absence. Employees with less than five (5) years' continuous full-time employment (9,750 hours) will be entitled to the first available position for which she/he is qualified if any continuous aggregation of leave exceeds three (3) calendar months (sixty-six (66) working days), otherwise he or she shall be entitled to return to his or her prior position or a substantially equivalent position. Full responsibility for maintaining benefits during a leave of absence shall rest with the employee. In no case will concurrent leaves of absence be approved for two (2) or more employees nor will leaves of absence be approved when other employees are on any other leave exceeding fifteen (15) working days and an unacceptable burden (as determined by the Employer) on the Agency is created. Benefits and seniority shall not accrue while an employee is on a leave of absence.

7.14 Shared Sick Leave - It is agreed that the employer will continue the shared sick leave policy now in effect through the life of the agreement.

ARTICLE 8 - GENERAL POLICIES

8.01 Job Posting - When a full-time or part-time job opening, or vacancy occurs, notice of such job shall be posted ~~in a prominent location~~ for at least seven (7) working days, excluding Saturdays, Sundays and holidays,

unless circumstances require immediate replacement. The Employer shall be the sole judge of an individual's qualifications, but such judgment shall be reasonably and fairly exercised. Current employees shall be notified of job openings by internal email and shall be given first consideration for any new positions before outside candidates are selected to fill the new position.

8.02 Promotion - An employee who is promoted to a new position of employment may request a transfer back, or be directed to return, to their original position within the first ninety (90) days after the promotion.

8.03 Agreement - The Employer will distribute copies of this Agreement to new employees, provided the Union will supply the copies of the Agreement to the Employer.

8.04 Auto Use - Employees using their own car at the request of management on Employer business shall be compensated at the standard IRS rate which will be adjusted every January per IRS notification. Reimbursement for extraordinary expenses may be requested from the immediate supervisor. The Employer shall be the sole judge of such factors, provided such judgment shall be reasonably and fairly exercised.

8.05 Supervisor Assignment - Employees designated by management to perform the work of a supervisor for more than forty (40) consecutive hours shall receive compensation equivalent to a starting supervisor's salary converted to an hourly rate.

8.06 Notice of Termination - Full-time and part-time employees shall be entitled to two (2) weeks' notice of termination, or the equivalent of two (2) workweeks' pay in lieu thereof at the Employer's option, plus any accrued vacation. The Employer shall not be required to comply with the provisions of this Section in case of discharge, or due to a reduction in force caused by economic necessity.

8.07 Notice of Resignation - Full-time and regular part-time employees shall make a good faith effort to give twenty-one (21) days' notice of resignation, but in no event less than fourteen (14) days' written notice of resignation.

8.08 Failure to Report - Failing to report for work is a serious and disruptive event for other employees and the Employer. Any employee who fails to report to work on time at the assigned time and who has not given two (2) hours advanced notice will be considered absent without notice. No pay will be received for any time lost by the employee in such cases. Any employee who is absent without notice (of more than a one-hour duration) two (2) times within three (3) consecutive months may be discharged by the Employer.

8.09 A conference Committee, consisting of three (3) employees elected by the bargaining unit and two (2) management personnel may meet as needed, but at least quarterly to consider clinical care issues, productivity, employee relations or other areas of mutual concern. After the election, the Union shall submit to the employer's Director of Human Resources the names of the employees selected for the Committee. This committee shall be advisory only. Two hours per person shall be paid by the Employer for each meeting. The Committee Chair will be elected from the employee staff and the agenda will be developed and schedules set by the chair with input from all members.

ARTICLE 9 - DISCIPLINE AND DISCHARGE

9.01 Just Cause - Regular full and regular part time employees shall only be discharged and/or disciplined for just cause.

9.01.1 In cases of discipline or discharge, Just Cause may be established by the Employer if an employee has violated DBH Policy or, in the case of performance related deficiency, after failure to comply with a Final Progressive Discipline form issued in an effort at remediating the deficiency. DBH can set policies regarding the competency and qualifications of staff persons. DBH continues to adhere to the concept of progressive discipline as is appropriate to the employee issue at hand. Progressive discipline, when appropriate, includes,

but does not require, using 1st level verbal warning, written warning and a warning stating that should further discipline occur it will include, suspension or termination.

ARTICLE 10 - GRIEVANCE AND ARBITRATION PROCEDURES

10.01 The grievance procedure set forth in this Article is for the purpose of assuring proper administration of the Agreement. It is the desire of both parties that grievances shall be settled and remedied at the lowest possible step of the grievance procedure.

10.02 A grievance is an alleged violation of a specific Article or Section of this Agreement.

10.03 Employees in their "Orientation Period", temporary and contract employees shall not be entitled to use this grievance procedure for any/all disciplinary actions that are taken by the Employer. The review process hereinafter set forth shall be the sole method for resolution of grievances. All time limits set forth herein must be strictly adhered to, unless otherwise agreed in writing by both parties. A grievance not advanced to the next higher level within the time limit provided shall be deemed permanently withdrawn as having been settled on the basis of the answer most recently given.

10.04 Employees shall have the right to the assistance of a Steward or Union Representative as set forth under the law or by this Agreement.

10.05 All grievances arising between the Union and the Employer shall be settled in accord with the following procedure and the terms of this Article. Any grievance filed to protest the discharge of an employee shall be in writing and shall be submitted within thirty (30) calendar days following discharge directly to the Executive Director as a Step II grievance. In recognition of the agreed procedure party's intent to resolve for resolving all disputes collaboratively, during the grievance and arbitration process, no employee, the Union, or Employer shall disparage or bring to public attention any grievance dispute between them.

Step I: The employee, either alone or with a Steward or Unit Representative, may initiate a grievance by submitting a written request to Human Resources to meet within fourteen (14) calendar days of the occurrence of the events giving rise to the grievance. If the occurrence of the events giving rise to the grievance are not known to the employee, the employee must request a meeting with their manager within thirty (30) calendar days from the date when the employee reasonably should have known of the events giving rise to the grievance. The meeting request must be clearly identified as a grievance meeting. Failure of the employee to discuss the grievance with their manager within said thirty (30) calendar days results in a waiver of the right to process the matter further through the grievance procedure. If the dispute cannot be settled between the parties within three (3) business days after meeting with human resources the grievant may proceed to Step II within fourteen (14) calendar days immediately following the three (3) business days settlement period.

Step II: If the dispute cannot be settled at Step I within three (3) business days after the employee meets with the HR the grievant may move the grievance to Step II by reducing it to writing and submitting such written grievance to the Executive Director within fourteen (14) calendar days immediately following the three (3) work day settlement period. Upon a timely filing, the Executive Director shall meet with the Union or its designee within fourteen (14) calendar days to attempt to resolve the grievance. The Executive Director may reply to the Union, in writing, within fourteen (14) calendar days following said meeting; however, no forfeiture shall result should more time be required by the Employer.

Step III: The Executive Director's Step II answer shall settle the grievance, unless it is referred to arbitration. If such grievance is not referred to arbitration within fourteen (14) calendar days of receipt of written answer in Step II, the grievance shall be considered settled on its merits on the basis of the Step II answer rendered to the grievant. If the Union files with the Employer a demand for arbitration within fourteen (14) calendar days of the receipt of the Employer's Step II answer, an arbitrator shall be selected as provided in Section 10.06 below.

10.06 Should a grievance be taken to arbitration, an arbitrator shall have no power to add to, subtract from, disregard, modify, or otherwise alter any term of this or any other agreement(s) between the Union and/or the Employer or to negotiate new agreements. The arbitrator's powers are limited to interpretations and a decision concerning specific applications of the terms of this Agreement or other existing pertinent agreement(s), if any. Decisions of an arbitrator shall be subject to and in accordance with the provisions of existing laws, including court and National Labor Relations Board (NLRB) decisions, and executive or administrative orders and/or regulations. The decision of the arbitrator shall be based solely upon the record presented at hearing.

10.07 If it becomes necessary to submit a grievance to arbitration, the Employer and the Union shall mutually attempt to agree on an arbitrator through FMCS.

10.08 At the conclusion of the arbitration hearing, the arbitrator shall proceed within forty-five (45) calendar days to render a decision which shall be final and binding on all concerned.

10.09 The fees and expenses of the arbitrator shall be shared equally by the Employer and the Union. All other expenses shall be borne by the party incurring them (including individual employees, if applicable), and neither party shall be responsible for the expense of witnesses called by the other.

10.10 No arbitrator shall issue an award that fails to give considerable deference to the terms of section 9.01.1.

ARTICLE 11 - SENIORITY

11.01 Definition - Seniority (length of continuous service) shall be determined by an employee's most recent date of hire. (Employees previously employed by Jefferson County Community Counseling Service shall retain that Agency's date of hire).

11.02 Seniority Application - Seniority shall be the determining factor in scheduling vacations, transfers, shift schedule changes, reductions in hours, layoffs and recalls from layoffs, where such factors as; licensing and certification, skill, competence/job performance and ability are deemed substantially equal by the Employer. The Employer shall be the judge as to the factors relative to employees and such judgments shall be fairly and reasonably made. Reductions in hours and layoffs will be made first by department and then by classification within each department and in inverse seniority as proscribed above. Each employee transferring to another classification within a department will be "dovetailed" into the seniority of that classification. Employees transferring into another department shall be end-tailed into seniority within the new department

11.03 Seniority rights under this agreement shall terminate upon discharge, resignation, retirement, or twelve months of consecutive layoff whichever occurs first.

ARTICLE 12 - WAGES AND CLASSIFICATION

12.01 Wages - The wage rates and classifications for members of the bargaining unit and any departmental provisions are contained in Appendix A attached hereto.

- All positions will be increased 2.5% effective 1/1/2021.
- All positions will be increased 2.0% effective 1/1/2022.
- All positions will be increased 1.5% effective 1/1/2023.
- Additional market adjustment of 17.5% for Therapist 1, 7.5% for Therapist 2 and 3.5% for Peer upon ratification
- \$500 Ratification Bonus to be paid to members the first full pay period following date of ratification in 2021.
- Employer will reimburse cost of one license per year for all licensed professionals.

12.01.1 DCR Compensation - Effective upon adoption by the Employer DMHP "on-call shifts" shall not include the provisions of Section 12.02. Any "on-call" DMHP shall be compensated at the appropriate Appendix A wage rate without regard to the activities, or hour of the day such DMHP performs "on-call" activities as follows:

- a) Eight (8) hours for weekday "in office time", 8:00 AM to 5:00 PM, and an additional eight (8) hours for the hours the office is closed, 5:00 PM to 8:00 AM for a total of sixteen (16) hours compensation for each twenty-four (24) hours of weekday on-call shift, 8:00 AM to the following 8:00 AM.
- b) If the shift is sixteen hours without any "in office time", compensation shall be for eight (8) hours (e.g. on-call when the office is closed 5:00 PM to 8:00 AM weekdays)
- c) On weekends each on-call twenty-four (24) hour shift (e.g., Saturday 8:00 AM to Sunday 8:00 AM) shall be compensated sixteen (16) hours. If the shift is split between different DMHP employees the compensation shall be prorated based on a twenty-four (24) hour on-call shift compared to the portion each DMHP is on-call during that twenty-four (24) hour period.
- d) Each on-call shift begins at 8:00 AM. See Appendix B for an "idealized DCR schedule".

12.02 Call Back Pay - Any employee called back to work after completion of the employee's regular workday shall be compensated for two (2) hours minimum. Call Back pay will be at time and one-half (1½) the regular hourly rate after weekly aggregate hours reach forty (40). All Call Back must be at the direct request of a supervisor. Telephone Call Back will be paid in fifteen (15) minute increments between the end of the workday and 11:00 p.m. After 11:00 p.m., Telephone Call Back will be paid in thirty (30) minute increments.

12.03 Workweek/Overtime - Overtime shall be paid at the rate of time and one-half (1 ½) for all hours actually worked in excess of forty (40) hours in a regular workweek. Non-standard workweeks such as four (4) ten (10) hour days, or other assigned lawful workweeks, may be worked by employees as assigned by the Employer.

12.05 Approval of Overtime - All non-standby overtime or work in excess of the employees' assigned work schedule, must be approved in writing in advance by an employee's immediate supervisor ~~or the Executive Director.~~

12.06 Bonuses - Should the Employer decide that bonuses are to be given the Union shall be informed as promptly as possible prior to the actual announcement to staff.

12.07 Private Practice Agreement - Nothing in this agreement shall preclude the Employer and an individual employee from entering into a private practice agreement for services provided directly to clients by a clinician and billed on the account of the private practice provider.

ARTICLE 13 - SCOPE OF AGREEMENT

13.01 Unilateral Increases - This Agreement provides for contractual minimums. New employees will be hired at or above the Wage Schedule minimums in recognition of their relevant previous experience. The Employer shall be the sole judge of such factors, provided such judgment is fairly and reasonably exercised.

13.01.1 The Employer may adopt such weekly salary compensation system, which shall account for total weekly hours including any pay for hours in excess of 40 hours in a week, for any employees who enter into such weekly salary agreement with the Employer.

13.02 Effect of Invalidity - This Agreement shall be subject to all future and present applicable Federal and State laws. Should any provision or provisions become unlawful by virtue of the declaration of any court of

competent jurisdiction, such action shall not invalidate the entire Agreement. Any provisions of this Agreement not declared invalid shall remain in full force and effect for the life of the Agreement. If any provision is held invalid, the parties hereto shall bargain for the purpose of arriving at a mutually satisfactory replacement for such provision. Should the Employer fail to enforce any provision of this Agreement, it shall not be construed as a waiver of the right to enforce any Section of the Agreement at a later date.

13.03 No Strike/No Lockout - Upon signing by the Union the Union and each employee covered by this Agreement agree not to cause, encourage, permit, initiate, or participate in any strike, sympathy strike, work stoppages, slowdowns, picketing, sit-down, or other curtailment of work or interference with the operation of the Employer's business or engage in any other forms of economic actions against the Employer. The Union will use its best effort to curtail any activity covered by this Article. The Employer shall not engage in a lockout of employees during the term of this Agreement.

13.04 Duration and Termination - This Agreement shall become effective on the date of adoption by the Employer and shall continue in full force and effect through December 31, 2020 and from day to day thereafter unless written notice to terminate or propose changes in the terms of the Agreement is given to either party ninety (90) days prior to December 31, 2023 or 60 days prior to any day thereafter.

13.05 Where the terms of this Agreement conflict with terms of existing personnel policies for bargaining unit employees, the terms of this Agreement shall apply.


ARTICLE 14 - EMPLOYEE RESPONSIBILITY

14.01 All employees covered by this collective bargaining agreement agree to read the contents of this Agreement as well as the Employer's policies and procedures in their entirety and seek to resolve questions regarding questions of interpretation in an expeditious manner.

IN WITNESS WHEREOF, the parties have signed this Agreement this 16 day of June, 2021.

DISCOVERY BEHAVIORAL HEALTH

UNITED FOOD AND COMMERCIAL
WORKERS UNION, LOCAL 21



BY: Jim Novelli, Executive Director
Discovery Behavioral Health



BY: Mia Contreras, Executive Vice President

APPENDIX A

**DISCOVERY BEHAVIORAL HEALTH
WAGE SCALE**

Last page of agreement

APPENDIX B – DCR SCHEDULE

DCR wage rates Appendix A, may be implemented by the Employer at any time prior to July 1, 2015.

Idealized DCR On-Call Schedule

Day of the				Night		Weekend			Hours
Month	Week	#1	#2	#1	#2	#1	#2	#3	
1	Monday	8		4					12
2	Tuesday		8		4				12
3	Wednesday	8		4					12
4	Thursday		8		4				12
5	Friday	8		4					12
6	Saturday						12		12
7	Sunday					12			12
8	Monday	8		4					12
9	Tuesday		8		4				12
10	Wednesday	8		4					12
11	Thursday		8		4				12
12	Friday	8		4					12
13	Saturday						12		12
14	Sunday							12	12
15	Monday	8		4					12
16	Tuesday		8		4				12
17	Wednesday	8		4					12
18	Thursday		8		4				12
19	Friday	8		4					12
20	Saturday						12		12
21	Sunday						12		12
22	Monday	8		4					12
23	Tuesday		8		4				12
24	Wednesday	8		4					12
25	Thursday		8		4				12
26	Friday	8		4					12
27	Saturday						12		12
28	Sunday							12	12
29	Monday	8		4					12
30	Tuesday		8		4				12
	Total Hours	104	72	52	36	12	60	24	360

Wage Scale as of 1/1/2021

Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14
Admin Asst	18.41	18.83	19.25	19.68	20.13	20.58	21.05	21.52	22.00	22.50	23.00	23.52	24.05	24.59
Billing Specialist	21.86	22.36	22.85	23.37	23.90	24.44	24.98	25.55	26.12	26.71	27.31	27.93	28.56	29.20
Peer Counselor	14.00	14.32	14.64	14.97	15.31	15.65	16.01	16.36	16.73	17.11	17.49	17.88	18.29	18.70
Case Manager	18.54	18.96	19.39	19.83	20.27	20.73	21.19	21.67	22.15	22.66	23.17	23.68	24.22	24.76
Therapist I	19.86	20.30	20.76	21.23	21.70	22.19	22.70	23.20	23.72	24.26	24.80	25.37	25.94	26.52
Therapist II	21.34	21.82	22.32	22.81	23.33	23.85	24.39	24.93	25.50	26.07	26.66	27.26	27.87	28.50
Nurse	19.57	20.00	20.46	20.92	21.39	21.87	22.37	22.86	23.38	23.91	24.45	24.99	25.55	26.13
Medical Assistant	15.87	16.23	16.59	16.96	17.33	17.71	18.10	18.50	18.91	19.32	19.80	20.30	20.75	21.22
DCR	25.81	26.39	26.99	27.59	28.21	28.85	29.50	30.16	30.84	31.53	32.24	32.97	33.71	34.47
Cook	13.75	14.06	14.38	14.70	15.03	15.37	15.71	16.07	16.43	16.80	17.18	17.56	17.96	18.36
SUD	20.91	21.38	21.86	22.35	22.85	23.37	23.89	24.43	24.98	25.54	26.12	26.70	27.31	27.92

Wage Scale as of 1/1/2022

Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14
Admin Asst	18.78	19.20	19.64	20.07	20.53	20.99	21.47	21.95	22.44	22.95	23.46	23.99	24.53	25.08
Billing Specialist	22.30	22.81	23.31	23.84	24.38	24.93	25.48	26.06	26.64	27.24	27.85	28.49	29.13	29.78
Peer Counselor	14.28	14.60	14.93	15.27	15.61	15.96	16.33	16.69	17.07	17.45	17.84	18.24	18.65	19.07
Case Manager	18.91	19.33	19.78	20.22	20.68	21.15	21.61	22.11	22.60	23.11	23.63	24.16	24.70	25.26
Therapist I	20.26	20.71	21.18	21.66	22.14	22.63	23.16	23.66	24.20	24.75	25.30	25.88	26.46	27.05
Therapist II	21.77	22.26	22.76	23.27	23.80	24.32	24.88	25.43	26.01	26.59	27.20	27.80	28.43	29.07
Nurse	19.96	20.40	20.87	21.34	21.82	22.31	22.81	23.32	23.84	24.38	24.94	25.49	26.06	26.65
Medical Assistant	16.19	16.55	16.92	17.30	17.68	18.06	18.46	18.87	19.29	19.71	20.20	20.70	21.17	21.65
DCR	26.33	26.92	27.53	28.15	28.78	29.43	30.09	30.77	31.46	32.17	32.89	33.63	34.39	35.16
Cook	14.03	14.34	14.66	14.99	15.33	15.68	16.03	16.39	16.76	17.13	17.52	17.91	18.32	18.73
SUD	21.32	21.80	22.30	22.80	23.31	23.83	24.37	24.92	25.48	26.05	26.64	27.24	27.85	28.48

Wage Scale as of 1/1/2023

Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14
Admin Asst	19.06	19.49	19.93	20.37	20.84	21.30	21.79	22.28	22.78	23.29	23.82	24.35	24.90	25.46
Billing Specialist	22.64	23.15	23.66	24.20	24.75	25.31	25.87	26.45	27.04	27.65	28.27	28.92	29.57	30.23
Peer Counselor	14.50	14.82	15.15	15.50	15.85	16.20	16.57	16.94	17.32	17.72	18.11	18.51	18.93	19.36
Case Manager	19.20	19.62	20.08	20.53	20.99	21.46	21.94	22.44	22.94	23.46	23.98	24.52	25.07	25.63
Therapist I	20.56	21.02	21.49	21.98	22.47	22.97	23.50	24.02	24.56	25.12	25.68	26.26	26.85	27.46
Therapist II	22.09	22.59	23.10	23.62	24.15	24.69	25.25	25.81	26.40	26.99	27.60	28.22	28.85	29.50
Nurse	20.26	20.71	21.18	21.66	22.14	22.64	23.16	23.67	24.20	24.75	25.31	25.87	26.45	27.05
Medical Assistant	16.44	16.80	17.18	17.56	17.94	18.33	18.74	19.15	19.58	20.00	20.50	21.01	21.49	21.97
DCR	26.72	27.32	27.94	28.57	29.21	29.87	30.54	31.23	31.93	32.65	33.38	34.13	34.90	35.69
Cook	14.24	14.56	14.88	15.22	15.56	15.91	16.27	16.63	17.01	17.39	17.78	18.18	18.59	19.01
SUD	21.64	22.13	22.63	23.14	23.66	24.19	24.74	25.29	25.86	26.44	27.04	27.65	28.27	28.91

THE UNION DIFFERENCE

As a union member, you have certain rights at your workplace:

A Voice at Work

Because you have a union, you have a voice at work. A negotiating committee of union members and staff negotiate with management—as equals—over wages, benefits, working conditions, and other issues. The union committee pushes for the issues that union members choose. The result of negotiations is a proposed contract which members vote on before it takes effect.

Right to Union Representation

Every union member has the right to union representation during an investigatory interview that could lead to discipline. This is called your “Weingarten” right, after a Supreme Court case which established the right to representation.

Just Cause for Discipline

The just cause provision in your union contract ensures you have due process in cases of discipline. The just cause standard is a well-defined set of legal rules that involve several different “tests” of a disciplinary action. The tests of just cause provide considerable protection against retaliation, discrimination, or other unfair actions.

The Security of a Union Contract

As a union member, your wages and working conditions are spelled out in writing in a legally-binding union contract. You are not alone at the workplace—instead, you have the security of knowing that your rights are protected by your union contract and backed up by the 50,000 other members of UFCW 3000.

Union Leadership

UFCW 3000 leadership is provided by the member-elected Executive Board. The Executive Board is made of rank-and-file UFCW 3000 members from diverse workplaces, income levels and backgrounds.

My Shop Steward is:

My Union Rep is:

*Building a powerful Union that fights for economic,
political and social justice in our workplaces
and in our communities.*

Seattle: 5030 First Ave S, Suite 200, Seattle, WA 98134-2438

Mt. Vernon: 1510 N 18th St, Mt Vernon, WA 98273-2604

Des Moines: 23040 Pacific Hwy S, Des Moines, WA 98198-7268

Silverdale: 3888 NW Randall Way, Suite 105, Silverdale, WA 98383-7847

Spokane: 2805 N Market St, Spokane, WA 99207-5553

Spokane: 1719 N Atlantic St., Spokane, WA 99205

Tri-Cities: 2505 Duportail St, Suite D, Richland, WA 99352-4079

Wenatchee: 330 King St, Suite 4, Wenatchee, WA 98801-2857

Yakima: 507 S 3rd St, Yakima, WA 98901-3219

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