

Union ★  
Update

OPEIU  
Local



*For Local 8 Members at YouthCare*

*November 8, 2021*

October 31 was the anniversary of our vote to form our union in 2019, and although we don't have our first contract finished quite yet, we've come a long way. As our Bargaining Team prepares to share economic proposals with management, we thought this would be a good time to review some highlights of sections where we have reached agreement. These Tentative Agreements will go into effect after we finish negotiating the sections we're still working on, and then our whole contract is ratified by a majority vote of union employees.

### **Here are summaries of some of the Tentative Agreements we've reached to date:**

**JOB POSTING** Bargaining Unit job openings will be posted for 7 days internally before being posted externally (except for ongoing postings for youth counselors and on-calls). The postings will include the job title, primary work days and shift and expectations about flexibility, salary range, primary work location and qualifications. Where possible, the substitution of work experience for college degrees and the inclusion of transferable skills will be used.

**INTERNAL HIRING** The Employer will interview all internal applicants who apply during the internal posting period, have completed their introductory period and meet the minimum qualifications before interviewing external candidates. If skill and ability are substantially equal, qualified internal candidates will be given preference over external candidates. Employees who apply and are not selected will be notified in writing of the decision and the reason why.

**NOTIFICATION OF FUNDING** Each program will maintain a contract binder with information about contract performance requirements and termination/renewal dates that will be available for review by all staff upon request.

**RELOCATED PROGRAM LOCATIONS** The Employer will give employees 60 days' notice of a permanent relocation of their program. If a program is temporarily relocated more than 5 miles away from the original location and an employee is required to commute to a new location, their additional travel time will be considered time worked and they can apply for reimbursement for the additional mileage.

**PROGRESSIVE DISCIPLINE/JUST CAUSE** After completing their introductory period of employment, no employee shall be disciplined or discharged except for just cause, and the Employer shall use a uniform progressive discipline system described in this section.

**SENIORITY & BREAK IN SERVICE** For regular employees, seniority shall be calculated from most recent date of hire. For on-call employees, seniority shall be measured by compensable hours from their most recent date of hire. If an employee leaves YouthCare and is rehired within a year, their seniority shall be recognized as the same as at the time of their separation from employment.

**NOTICE OF LAYOFF** At least 30 days advance notice of layoff will be given to affected employees unless the layoff is the result of a loss of funds for which the employer received less than 30 days' notice, in which case YouthCare will provide as much notice as they receive but at least two weeks. In situations where layoffs will result from a reorganization initiated by YouthCare, employees will be given as much notice as possible but no less than 60 days.

**ALTERNATIVES TO LAYOFF** If an employee is being laid off and there are open positions in the same classification, the employee will have the option to move into one of those positions.

**RECALL FROM LAYOFF** If an employee is laid off, they will be placed on a recall roster for that job classification for 12 months. If that position becomes available, they will be recalled to work in order of seniority before internal transfers, promotions or outside applicants are considered. If a laid off employee applies for another open position within 12 months of layoff, they shall have preference over all other external applicants for the open positions provided the employee has the qualifications to perform the job.

**VACATION AND FLOATING HOLIDAY SCHEDULING** For vacation leave requests greater than 4 days, except around holidays, the employee should make the request 30 days or more in advance. The supervisor will respond in writing to the employee's vacation request as soon as possible but no later than 14 days from the request. For requests of 4 or less days leave, the supervisor will respond within 5 days. The Employer will make a good faith effort to accommodate requests and they will not be unreasonably denied. If the request is denied, a reason will be provided. Staff will not be asked to find their own coverage. Once a vacation request is approved, it will not be revoked by the Employer.

**STAFF TRAINING** This section defines which trainings employees will be provided YouthCare and within what timelines.

Within 30 days of hire: CPR/First Aid/Identifying Drug Overdose & Life Saving Interventions, Bloodborne Pathogens (BBP), Confidentiality & Boundaries, Incident reporting, Mandated Reporting.

New Employee Orientation, will be offered at minimum, quarterly: Agency and Department overviews, Agency Commitment to and model of Cultural Proficiency and Social Justice, YouthCare's Emergency and Disaster response procedures and protocols, Sharps training, Crisis Prevention Intervention/De-escalation/ Conflict Resolution, Pest Management and Prevention, Drug and Contraband policy.

Foundational Trainings offered at least every 60 days: Responding to Sexual Exploitation and Trafficking of Youth, Suicide Prevention and Safety Planning, Milieu Management.

Additionally, employees will be provided the opportunity to participate in at least 32 hours of additional training in their first year and 32 hours each year thereafter.

**TRAINING ACCESS** All staff will be notified of training opportunities applicable to their position and may request to be released from their regular shift to attend. If the request is approved, the supervisor will arrange for coverage. For swing and night shift staff, they may be released for part or all of the shift before or after a training they have been approved to attend during the day shift.

**PROGRAM ORIENTATION** Prior to working in a program new to the employee, they will be given a program orientation which will include an overview of the program policies and contact information. Information about program census and any unique

needs for youth in the program will be provided by staff as part of pass down. Additionally, employees beginning a permanent assignment should have one job shadowing session with an experienced staff member and another with a supervisor prior to working single staffed in a program.

**ON-CALL SCHEDULING** Once an on-call employee signs up for a shift on the scheduling program, that shift will not be changed within 10 days of the shift except by mutual agreement. When a need arises to cover a shift last minute, the manager may reach out by phone, email or text to on-call employees, and if they agree to cover a shift, the manager will follow up with an email and the shift will not be changed except by mutual agreement.

**SCHEDULE CHANGES TO AVOID OVERTIME** Employees will not be required to change their schedule to avoid overtime but may do so by mutual agreement.

**RESPECT** All parties agree that all employees shall be treated with respect and shall work in an environment free from harassment.

**GRIEVANCE PROCEDURE** This section describes the procedure and timelines to settle disputes or disagreements between the employer and the union and to enforce the union contract. The process includes informal resolution, formal meetings with 3 levels of YouthCare management to attempt to resolve the issue, then mediation and arbitration by a neutral third party if needed. The employee may request a Shop Steward of their choice to attend their grievance meetings at all levels as a support person on paid time in addition to the union representative.

**SAFETY** The Employer retains exclusive overall responsibility for workplace health and safety and agrees to provide a safe and healthful work environment for all employees and to work in good faith to ensure optimum working conditions including an environment free from race or gender-based violence, intimidation and/or harassment. When an employee reports a safety concern, the Employer will respond promptly to the employee to address the issue.

**INFESTATIONS** If an employee's residence becomes infested due to an on-the-job exposure, the Employer will arrange and pay for extermination services at employee's residence and will reimburse reasonable expenses incurred by employee related to the infestation up to a maximum of \$250, upon receipt of appropriate documentation.

**Questions? Contact Union Representative Phoebe Feldsher at  
206-441-8880 ext. 119 or [phoebe@opeiu8.org](mailto:phoebe@opeiu8.org)**



**OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 8**

1-800-600-2433 or 206-441-8880 ★ Fax: 206-441-441-0207 ★ [www.opeiu8.org](http://www.opeiu8.org)

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