

# **Collective Bargaining Agreement**

**between the**

**JAMHI Health & Wellness, Inc.  
and the  
Juneau Mental Health Professionals  
Local 6134**

**Represented by  
Alaska Public Employees Association/AFT,  
AFL-CIO**

**August 1, 2022 through June 30, 2023**



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## **PREAMBLE**

Recognizing the mutual benefits to be secured by harmony and cooperation in employer-employee relations, the JAMHI Health & Wellness, Inc. (hereinafter referred to as “JAMHI”), and the Juneau Mental Health Professionals (hereinafter referred to as the “Association”) represented by the Alaska Public Employees Association/AFT hereby establish this Agreement.

## **ARTICLE 1 DURATION**

This Agreement shall become effective on August 1, 2022 and shall remain in effect until June 30, 2023. Either party may give notice between February 1, 2023 and April 30, 2023 of their intent to enter into negotiations for a successor agreement.

## **ARTICLE 2 EMPLOYEES COVERED BY THIS AGREEMENT**

**2.1** This Agreement shall cover only those non-supervisory employees employed by JAMHI in its Juneau, Alaska operations. Confidential employees, managerial employees, and supervisors as defined in the National Labor Relations Act (“NLRA”), and employees meeting the Learned Professionals exemption under the Fair Labor Standards Act (“FLSA”), are excluded from the coverage of this Agreement.

**2.2** This Agreement is applicable to regular full time and part time employees within the defined bargaining unit, referenced in Appendix A.

## **ARTICLE 3 DEFINITIONS**

### **3.1 Anniversary Date**

The period of time inclusive of three hundred sixty-five (365) consecutive calendar days beginning with the date the employee is hired. The beginning date will be advanced by the number of calendar days the employee is absent because of any leave of absence without pay longer than ten (10) days.

### **3.2 Employee**

Any individual paid by JAMHI for performing duties described in his/her job description and employment agreement/contract. The categories are defined below:

- A. Full time Employee: An employee who works forty (40) hours per week.
- B. Part time Employee: An employee filling a position identified in the budget and who works at least twenty (20) hours per week.
- C. Temporary Employee: An employee who is not a relief employee, who is hired to work for a limited period of time, not to exceed one hundred and eighty (180) days in a twelve (12) month period. Temporary employees are not members of the bargaining unit.
- D. Permanent Employee: An employee who has satisfactorily completed the probationary period in which he/she is working. The permanent employee may be full or part time.
- E. Probationary Employee: New, rehired, or transferred employees who have not completed their initial probationary period. Employees who are in their initial probationary period may be released from service without cause and have no right of appeal under the terms of this contract. Released employees shall not receive two (2) weeks’ notice or two (2) weeks’ pay.
- F. Probationary Period: The probationary period shall be regarded as part of the hiring process and

shall be utilized for closely observing the employee's work and adjustment to the position. The new hire's probationary period will be six (6) months. Where an employee is not meeting performance standards, the probationary period may be extended for a period not to exceed an additional six (6) months. The probationary period for transferred and promoted employees shall be three (3) months.

- G. Relief Employee: An employee who is temporary and fills in the program when permanent employees are on vacation, ill, etc. The relief employee is not entitled to fringe benefits. Relief employees are not members of the bargaining unit.

### **3.3 Supervisor**

A person appointed by the Chief Executive Officer (CEO) to have responsibility for directing the work activities and personnel actions pertaining to specific staff.

### **3.4 Timesheet**

The record of an employee's hours of work. Each employee will submit a completed time sheet at the end of each designated pay period to his/her supervisor/coordinator.

### **3.5 Unexcused Absence**

An absence that is not approved by the employee's supervisor.

### **3.6 Personal Leave**

Paid time off from work earned by full time and part time employees working at least twenty (20) hours per week. Leave is accrued based on full time (40 hours per week) employment.

## **ARTICLE 4 ASSOCIATION SECURITY AND RESPONSIBILITY**

### **4.1 Condition of Employment**

It shall be a condition of employment that within thirty (30) days of hire, new eligible employees shall become members of the Association and pay the Association dues or agree to pay the Association an agency fee in an amount equal to the portion of the Association dues assessed uniformly against all members in this bargaining unit that are attributable to the negotiation and enforcement of collective bargaining matters.

### **4.2 Non-Compliance**

Upon the written demand of the Association, any bargaining unit member who has been employed for more than thirty (30) days and who is not in compliance with the provisions of Section 4.1 of this Article shall be terminated by JAMHI. Termination shall become effective within twenty (20) working days after receipt of the aforesaid demand to JAMHI by the Association.

### **4.3 Exception**

Employees having bona fide religious convictions based on tenets or teachings of a church or religious body of which an employee is a member shall not be subject to the provisions of this Article.

### **4.4 Association Activities**

JAMHI agrees that it shall not in any manner, directly or indirectly, attempt to interfere between any of its employees and the Association. JAMHI shall not in any manner restrain or attempt to restrain any employee within the bargaining unit from belonging to the Association or taking part in the Association's affairs; and it will not discriminate against any employee because of the Association membership or Union activity. Association's activities shall not interfere with the operation of the employer or the performance of the employee's duties. Any employee shall have the right to wear a Union pin where there is a practice affording such a right.

#### **4.5 Dues Deduction**

JAMHI agrees to deduct on a regular basis from the paycheck of each employee who so authorizes, the regular monthly dues, assessments, and fees of the Association. The amount so deducted as certified by the President, Secretary-Treasurer, or Business Manager of the Association shall be transmitted monthly to the Association's designee on behalf of the employee. Deductions authorized shall be on a form mutually agreeable to the parties and furnished by the Association to JAMHI. No other employee organization shall be accorded payroll deduction privileges with regard to employees. Any change in the rate of dues or fees will require at least thirty (30) days' written notice to JAMHI's business manager.

#### **4.6 Responsibility for Unit**

The Association assumes all obligations and responsibilities for this unit. The Association agrees that this Agreement is binding on each and every member of the bargaining unit and that its members, individually or collectively, accept full responsibility for carrying out all the provisions of this Agreement.

#### **4.7 Indemnity and Hold Harmless**

The Association agrees to indemnify, defend, and save JAMHI harmless from any and all actions, claims, demands, or suits arising out of JAMHI's activities undertaken pursuant to Article 4, Sections 4.1, 4.2, 4.3, and 4.5.

#### **4.8 Employee Representatives**

The Association may have up to three (3) Employee Representatives, which may include the Association President. The Association shall notify management in writing of the names of the Employee Representatives.

#### **4.9 New Employee Orientation**

New employees assigned to positions within the bargaining unit shall be given enrollment material provided by JMHP/APEA and time to complete and submit that paperwork, including payroll deduction authorization, during regular intake processing. Payment of union dues or agency fees shall commence within thirty (30) days of hire. Specifically, the union New Employee Orientation (NEO) will take place on the employee's first day of employment with JAMHI. Typically, the NEO will take place at or around the end of the employee's first work day. JAMHI will allow the Association to provide a brief orientation, not to exceed fifteen (15) minutes, during normal business hours to new members. An additional fifteen (15) minutes will be allotted for groups of three (3) or more new members. This orientation will be considered time worked for payroll purposes.

#### **4.10 Member Communication**

- A. Bulletin Boards. JAMHI agrees to provide space for bulletin boards in non-public areas, approved by Human Resources, for the posting of Association notices. The appropriate Employee Representative shall sign notices posted with a courtesy copy given to Human Resources at the time of posting.
- B. JAMHI will allow JMHP use of e-mail for union business, if such use is consistent with JAMHI's Technology Policies and such use does not interfere with the operations of performance of the member's duties.
- C. JAMHI's bulletin boards, Association bulletin boards, internet, and e-mail cannot be used to directly or indirectly participate in, or intervene in, any political campaign on behalf of (or in opposition to) any candidate for elective public office. Contributions to political campaign funds or public statements of position (verbal or written) made on behalf of the organization in favor of or in opposition to any candidate for public office clearly violate the prohibition against political campaign activity. Violating this prohibition may result in denial or revocation of tax-exempt status and the imposition of certain excise taxes as a 501(c)(3) organization. Certain activities or

expenditures may not be prohibited depending on the facts and circumstances. For example, certain voter education activities (including presenting public forums and publishing voter education guides) conducted in a non-partisan manner do not constitute prohibited political campaign activity. In addition, other activities intended to encourage people to participate in the electoral process, such as voter registration and get-out-the-vote drives, would not be prohibited political campaign activity if conducted in a non-partisan manner.

On the other hand, voter education or registration activities with evidence of bias that (a) would favor one candidate over another; (b) oppose a candidate in some manner; or (c) have the effect of favoring a candidate or group of candidates, will constitute prohibited participation or intervention.

#### **4.11 Non-Employee Representative**

JMHP has representatives who shall be authorized to speak for the Association on all matters governed by this Agreement. With prior notice and contingent upon availability, JAMHI will provide access to a conference room to meet with members during non-working hours.

#### **4.12 Union Business Leave**

All new employees shall contribute two (2) hours of personal leave to a Union Business Leave Bank (UBL) after thirty (30) days of employment. This assessment shall be reoccurring annually on the employee's anniversary (hire) date. APEA will provide a monthly list to JAMHI of all reoccurring annual assessments. If an employee does not have a leave balance at the time of assessment, the leave shall be deducted as soon thereafter as possible. If notice to management is given by December 1st of any calendar year, leave bank assessments may be increased, reduced, or waived by the Association President.

Union leave shall be used to cover the wages of a JMHP bargaining unit member who is engaged in official union business. Requests for such leave must be authorized by the JMHP President, an officer designated by the JMHP President, or an APEA/AFT staff member, except that no one may authorize their own leave request. If requested, the union shall provide an accounting of the purpose of the UBL use.

Use of the union businessleave bank shall not result in a negative balance and shall be granted in accordance with Article 8.3(B). Union leave bank balance will be reported quarterly to JMHP and APEA.

The Union Leave Bank shall be maintained on a cash basis. A member's leave assessment shall be converted at his or her current rate of pay. Withdrawals of leave from the bank shall be made at the withdrawing member's current rate of pay.

For the purposes of the initial conversion from the existing hours bank to a cash bank, each hour shall be converted at the current average hourly rate of pay for the bargaining unit which equals \$23.65 per hour

### **ARTICLE 5 MANAGEMENT RIGHTS**

It is recognized by the parties that JAMHI retains the right to:

- A. Direct all employees.
- B. Hire, promote, demote, assign, reassign, determine the duties of and retain employees, and to discipline or discharge them.
- C. Relieve employees from duty because of lack of work or other legitimate reasons.
- D. Determine the method, number, and kinds of personnel required, temporarily and permanently.

- E. Determine and maintain position classifications or reclassifications based on duties, responsibilities, and qualifications for each position.
- F. Schedule operations, shifts, and all assignment of work.
- G. Modify or alter the scope or nature of the services it provides or to discontinue its operations.

The foregoing enumerated rights of JAMHI shall not be deemed to exclude other rights of JAMHI not specifically set forth.

## **ARTICLE 6 GRIEVANCE PROCEDURE**

It is the desire that differences between employees, co-workers, and supervisors be resolved as quickly as possible and at the lowest level possible. To achieve this goal, employees are encouraged to discuss such differences with the supervisor as soon as possible after they are aware of the event leading to the difference and/or conflict. It is JAMHI's intent to be responsive to the concerns and encourage all employees to make every effort to directly resolve interpersonal frustrations, differences, or conflicts directly. If direct resolution is not possible or the employee does not feel comfortable addressing the situation directly, the expectation is to bring the issue to the attention of management through the grievance procedure.

### **6.1 General Provisions**

A "Grievance" is defined as a claim by an employee that the employee's interests have suffered an alleged violation as a result of misinterpretation or misapplication of the terms of this Agreement.

In instances where more than one employee is eligible to file a grievance based on the same set of facts or substantially the same factual situation, JAMHI shall have the right to consolidate the grievances. All testimony and evidence generated by the eligible grievant shall then be presented in one hearing at each level. The resolution of the grievance shall apply to all eligible signatories to the grievance.

A grievance must be initiated within twenty (20) work days after the grievant knew or should have known of the act or condition upon which the grievance is based. Failure of the grievant to comply with this or any other time limit specified herein shall operate as a waiver of the grievance.

Neither JAMHI nor the Association shall take reprisals against anyone participating in or using the grievance procedure.

The grievant shall have the right to be represented at all stages of the grievance procedure by a representative of the Association.

A grievance shall state with particularity the facts upon which it is based and shall set forth the specific remedy requested. Additional grievances and requested remedies may not be added to a grievance after it has been submitted. Failure of the grievant to comply with this provision shall operate as a waiver of the grievance.

Grievances arising from demotion, dismissal, or suspension shall be initiated at Level 3. Should the Employer not comply with the time limits specified herein, the grievant may immediately refer the grievance to the next higher level. Time limits may be extended by mutual agreement.

This procedure shall not be available to probationary employees, except those employees holding probationary status as the result of promotion or transfer.



## **6.2 Initiation and Processing Grievances**

Informal Resolution: Employees should initially attempt to resolve their concerns or conflicts by speaking directly with the supervisor with which the concern or conflict arose seeking to understand the other in the spirit of teamwork and collaboration with a commitment to working towards respectful resolution. If, after making such efforts, employees are unable to reach resolution, or if the issue is not most appropriately addressed in this manner, the employee should proceed to Level 1 of the grievance procedure.

At any point after the initiation of Level 2 of the grievance procedure, the parties can mutually agree to enter into a mediation process. The mediator will be agreed upon by both parties and the costs for mediation will be equally shared between the parties.

**Level 1:** A grievance shall be initiated by the grievant submitting the grievance and all supporting documentation to his/her immediate supervisor in writing. If the employee feels uncomfortable discussing the matter with the supervisor, employee issues can be raised initially with Human Resources. Within twenty (20) business days of the submission, the supervisor or HR shall provide the grievant with a written disposition of the grievance.

**Level 2:** If the disposition at Level 1 is not acceptable to the grievant, he/she may submit the grievance to the CEO within twenty (20) business days of the issuance of the disposition at Level 1. Within twenty (20) business days of the CEO's receipt of the grievance, the CEO shall meet with the grievant to discuss the grievance. Within twenty (20) business days after the meeting, the CEO shall provide the grievant with a written disposition of the grievance.

**Level 3:** If the disposition of the grievance at Level 2 is not acceptable to the grievant, he/she may submit the grievance to the JAMHI Board of Directors ("Board") by submitting the specified grievance forms to the CEO, addressed to the Board president, within twenty (20) business days after issuance of the CEO's disposition at Level 2. The Board shall conduct a hearing of the grievance within twenty (20) business days of receipt of the written request. The hearing provided for in this paragraph shall be informal. The Board reserves the right to appoint a hearing officer to take testimony and recommend a disposition of the grievance. Both the grievant and the administration shall have the right to record the hearing, to call witnesses, and to cross examine witnesses called by the other. The grievant shall be notified at least five (5) business days prior to the hearing as to the time and place of the hearing. The Board shall provide the grievant with a written disposition of the grievance within ten (10) business days of the conclusion of the hearing.

## **6.3 Arbitration**

Any grievance that involves the application or interpretation of the terms of this Agreement, or is an appeal from demotion or dismissal of a permanent employee, or an appeal from dismissal of a probationary employee holding permanent status in another classification, which is not settled at Level 3, may be submitted to arbitration for settlement. APEA/AFT will state specifically which Article(s) and Section(s) JAMHI may have violated and the specific manner in which the violation is alleged to have occurred.

If either party desires to demand arbitration, the request must be received in writing within thirty (30) calendar days after the response from Level 3 is due or received, whichever is earlier. The parties will meet within ten (10) calendar days after receipt of the request for arbitration to strike names. APEA/AFT will contact JAMHI to strike names.

### **A. Board of Arbitration**

- 1) Selection of Arbitration Panel: Within thirty (30) calendar days of the signing of the agreement, the Employer and APEA/AFT will jointly request from the Federal Mediation and Conciliation Service (FMCS) the names of twenty-one (21) qualified arbitrators. Each party may add up to three (3)

names to the list provided by the FMCS. From the list of twenty-seven (27) arbitrators the Employer and APEA/AFT will alternately strike names from the list one (1) name at a time until eleven (11) names remain on the list. This list of eleven (11) arbitrators will be used by the parties to select individual arbitrators for hearings. This does not preclude the parties from compiling a mutually agreeable list without the assistance of the FMCS.

- 2) Selection of Arbitrator for Hearing: In the event arbitration becomes necessary, the parties will select the arbitrator by alternately striking from the FMCS list one (1) name at a time until only one (1) name remains on the list. The parties will alternate on striking the first (1st) name. The name of the arbitrator remaining on the list will be accepted by the parties as the arbitrator, and arbitration will commence on a date agreed to by the parties.
- 3) Pre-Arbitration Meeting: No later than seven (7) days prior to the scheduled arbitration hearing, the parties will meet to exchange information and to attempt to agree on the phrasing of the question(s) to be submitted to the arbitrator. Each party will inform the other of any witnesses it intends to present testimony at the hearing. It is the intention of the parties that post hearing briefs normally not be written. If either party believes it is necessary to write a brief in an upcoming case, it will so inform the other party.
- 4) Limitations: During the process of the above procedure, there will be no strike or lockout. The arbitrator will have no authority to rule contrary to, amend, add to, subtract from, or eliminate any of the terms of this Agreement.
- 5) Arbitration Expenses: Expenses incident to the services of the arbitrator will be borne by the losing party. If, in the opinion of the arbitrator, neither party can be considered the losing party, then such expenses will be apportioned as in the arbitrator's judgment is equitable.
- 6) Arbitration Witnesses: A bargaining unit member who is required to appear as a witness at an arbitration proceeding for APEA/AFT will be subject to the Union Business Leave Bank. Should the Employer deny a bargaining unit member leave to appear as a witness at arbitration, neither party waives its rights to seek legal recourse.

#### B. Authority of the Arbitrator

- 1) Questions of procedural arbitrability will be decided by the arbitrator. The parties agree that these threshold issues should normally be resolved before the arbitrator hears arguments on the merits of that dispute. Therefore, the arbitrator will have the authority to rule on procedural arbitrability issues immediately upon the close of arguments on those issues. Either side is free to argue for an immediate ruling, adjournment until a decision is made, deferral of a decision pending the presentation of the merits, or whatever other manner of proceeding it may deem appropriate. The arbitrator's decision will be final and binding.

If the Employer intends to raise arbitrability issues, APEA/AFT will be notified in writing of the issues not later than twenty (20) calendar days before the hearing so both sides are prepared to address the issues. However, should an arbitrability issue arise within twenty (20) calendar days before the hearing, the Employer will inform APEA/AFT immediately. The parties may agree to proceed on the scheduled hearing date. If they cannot agree, either party may reschedule the hearing to a later date to allow for the appropriate notice.

- 2) The arbitrator will have no power to modify a penalty or other management action except by finding a contractual violation. The arbitrator will have no authority to rule contrary to, amend, add to, subtract from, or eliminate any of the terms of this Agreement.

- 3) The parties agree that the decision or award of the arbitrator will be final and binding on each of the parties and that they will abide thereby. Should either party fail or refuse to abide by the decision of the arbitrator, the prevailing party will be free to take whatever action it deems necessary and such action will not be considered in violation of this Agreement.

#### **6.4 Employee Release for Hearings**

To the extent reasonably possible, all grievance hearings shall be conducted outside the normal work day. Should it become necessary to conduct a hearing during the work day, the Grievant shall be released from work for the period of time necessary to attend the hearing without loss of pay. When it is necessary at any level for a representative designated by the Association to attend a grievance hearing during the work day, the CEO shall be notified at least three (3) work days prior to the hearing. Upon timely notification, the representative shall be released without loss of pay for the period during which the representative's attendance is required at the hearing.

#### **6.5 Labor-Management Committee**

In order to facilitate communication between parties and to promote cooperative employer and employee relations, JAMHI and JMHP agree to form a joint Labor-Management Committee, which shall meet as necessary, but no less than bi-annually, to discuss matters of mutual concern.

- A. The Committee shall be composed of three (3) members appointed by the President of JMHP and three (3) members appointed by the CEO of JAMHI. Additional individuals may be included in particular labor-management meetings by mutual agreement.
- B. The Labor-Management Committee may meet at the request of either party and shall meet during lunch breaks, before the work day, or after the work day.
- C. Labor-Management meetings shall be conducted in good faith. The parties shall maintain their own notes.
- D. At the conclusion of each calendar year, the parties shall discuss the Labor-Management Committee concept and shall determine whether to continue, modify, or terminate.

### **ARTICLE 7 COMPENSATION**

#### **7.1 Wages**

- A. Wages shall be paid in accordance with the applicable attached Pay Tables (Appendix A), as specified in 7.1.B, Pay Tables and Salary Increases, below:
- B. Pay Tables and Salary Increases:
  - 1) Employees who reach "Longevity," as described by Appendix A, will thereafter be eligible for annual merit increases at the rate of 1.5% as long as they remain employed by JAMHI.
  - 2) Wages shall be paid in accordance with the applicable Pay Tables as specified in Appendix A. The table includes the following and shall remain in effect through the duration of this Agreement.
    - i. An overall 2% general increase effective on the signing date of the contract or August 1, 2022, whichever is later.
    - ii. Additionally, current Behavioral Health Associate employees will be placed on the new scale at a step that is closest to a 3.5% increase without going under.
    - iii. Newly hired BHA employees with no relevant experience will be placed at Step AA and will

move to Step A upon successful completion of their probationary period.

- iv. Three (3) retention bonuses of five hundred dollars (\$500) each shall be paid out during the first pay period of August 2022, October 2022, and December 2022. All bargaining unit members actively employed on the date of disbursement shall be eligible for the payment.
- C. Merit Increases: An employee's merit anniversary date shall be the month and day he/she began work in a new position. An employee shall become eligible for a merit increase on his/her merit anniversary date. Employees will be eligible for merit steps on an annual basis.
- D. Eligibility for a Merit Increase: Eligibility for a merit increase will be determined by the employee's performance in his/her position. Absent specific action by management, an employee is assumed eligible for a merit increase on his/her anniversary date and such increase shall not be withheld because the employee has not received his/her performance evaluation.
- E. Denial of a Merit Increase: Denial of a merit increase must be documented in an employee's performance evaluation. Denial of a merit increase will be subject to the grievance procedure contained in Article 6.
- F. Advanced Step Placement: If a new hire is made at an advanced step placement, a non-probationary employee who has received satisfactory evaluations and whose qualifications and experience, as determined by the CEO, are equal to or greater than the qualifications and experience of a new hire in the same job classification, the existing employee may file a grievance asserting that he/she should be advanced to the same step as the new hire. If the grievance is successful, the CEO shall either reduce the placement of the new employee or advance the existing employee to the same step as the new hire.

## **7.2 Overtime**

- A. These overtime provisions shall apply to all employees who are not exempt from the overtime wage and hour laws.
- B. In scheduling work hours, the parties may agree to a flexible work hour plan under which employees may be scheduled to work for ten (10) or twelve (12) hours per day. For employees assigned to the flexible work hour plan, compensation for overtime at the rate of one and one-half (1.5) times the regular rate of pay shall be paid for all hours worked in excess of ten (10) or twelve (12) hours per day.
- C. For employees assigned to a twelve (12) hour flexible work schedule, they will be compensated at a rate of one and one-half (1.5) times their regular rate after three (3) twelve-hour (12-hour) shifts in a workweek.
- D. The necessity for and assignment of overtime hours shall be determined by the needs of JAMHI programs and clients. The distribution and assignment of overtime work shall be left to the discretion of JAMHI supervisors. Supervisors who assign overtime work shall make reasonable efforts to make overtime work opportunities equitably available to qualified and interested bargaining unit members.

## **7.3 Holiday**

Holiday Pay: JAMHI recognizes the value of holidays in providing respite from the weekly routine of employment. Accordingly, for each holiday observance each permanent full time employee will be granted a full day off with eight (8) hours of pay – either on the day of holiday observance or as close thereto as may be practically scheduled. Employees whose schedule is more than eight (8) hours per day may supplement their holiday pay with PTO or, at the discretion of the supervisor,

make up the remaining hours of work during the workweek.

Part time employees will be granted a portion of a full day off with pay prorated according to average hours worked per day.

If an employee is in full leave without pay status on the last work day before or the first work day following a holiday, the employee is considered to be on leave without pay for the holiday.

When an employee is in full pay status on the last work day immediately preceding the holiday and the first work day immediately following the holiday, the holiday shall be credited for pay purposes.

Holiday time, eighty (80) hours or ten (10) days per calendar year, is added to the leave balances of Behavioral Health Associates as holidays occur to minimize scheduling difficulties for staff. Behavioral Health Associates may then use this additional leave time to take actual holidays off, if convenient, or to take another day off as soon as the leave can be reasonably scheduled. Due to increased leave balance for Behavioral Health Associates, they are now required to take one hundred sixty (160) hours of leave each year, as opposed to the eighty (80) hours required of other staff, to ensure that the additional hours are used each year and to ensure that staff continues to have sufficient time off from the job to maintain good self-care.

A. Recognized Holidays: The agency recognizes the following holidays:

New Year's Day	Independence Day
Elizabeth Peratrovich Day	Labor Day
Seward's Day	Veteran's Day
Employee Birthday	Thanksgiving Day
Memorial Day	Christmas Day

On January 1st, employees shall receive an additional floating holiday of eight (8) hours in recognition of cultural diversity, which shall be added to their Personal Leave bank.

B. Holiday Observance: If a holiday occurs on a Saturday, it will be observed on the preceding Friday. If a holiday occurs on a Sunday, it will be observed the following Monday. Personnel who work an alternative work schedule as provided in Article 10 shall have holiday observance provisions addressed in their alternate work agreement.

#### **7.4 Salary Administration**

Salaries will be paid on a bi-weekly basis.

#### **7.5 Job Descriptions**

Subject to Article 5, all JAMHI positions will have written job descriptions. Job descriptions will be reviewed annually with the employee for updating purposes.

#### **7.6 Outside Activities and Compensation**

To avoid actual or appearance of conflict of interest, any employee who engages in any activity in any field directly related to JAMHI work must have prior approval from the CEO. This includes consultation speaker, conference participation, and related work by the JAMHI staff members on their own time. No employee may represent himself/herself as a spokesperson for JAMHI without prior approval of the CEO.

#### **7.7 Clothing Allowance**

Maintenance Technician personnel shall be paid two hundred (\$200) dollars on the 2nd payday in July of each year for the purpose of purchasing work clothing, including protective and weather gear, necessary for the safe and healthy completion of their work duties.

## ARTICLE 8 LEAVES OF ABSENCE

### 8.1 Personal Leave Accrual

Leave shall be referred to as “personal leave.” All full time employees accrue leave from the date of employment, but leave does not vest until the completion of one (1) month of service from the date of employment.

The rate of accrual shall be based on an employee’s regular schedule. For example, an employee that is regularly scheduled to work eighty (80) hours in a pay period will accrue personal leave on a maximum of eighty (80) hours. An employee that is regularly scheduled to work eighty-four (84) hours in a pay period will accrue leave on a maximum of eighty-four (84) hours.

1st/2nd year	.09375 per hour worked
3rd/4th year	.10625 per hour worked
5th year and after	.11875 per hour worked

Part time employees will accrue personal leave prorated according to hours worked.

- Example 1:  $80 \times .09375 = 7.5$  earned personal leave hours.
- Example 2:  $84 \times .09375 = 7.875$  earned personal leave hours.
- Example 3: Employee picks up an additional shift and works ninety-six (96) hours (maximum accrual is based on 84)  $84 \times .09375 = 7.875$  earned personal leave hours.

If an employee is denied the use of personal leave, having followed the procedures outlined in this Article, during the calendar year, and denial forces the employee above the four hundred (400) hour threshold on December 31st, the employer may not deduct the amount of denied leave from the employee’s personal leave account.

On December 31st of any given calendar year, employees who have in excess of four hundred (400) hours of personal leave shall have any leave over and above four hundred (400) hours deducted from their personal leave account and placed in a medical leave account. Access to this account is governed by the rules established in Article 8.2.

If an employee separates from service, JAMHI will only pay out personal leave up to four hundred (400) hours.

### 8.2 Medical Leave Bank

If an individual employee has leave deducted from his or her personal leave account under the provisions outlined in Article 8.1, the excess leave shall be used to establish an individual medical leave bank account.

- A. An employee must exhaust all of his/her personal leave prior to having access to the medical leave bank.
- B. Use of banked medical leave must be for an employee’s own serious health condition, the serious health condition of a family member as defined in Article 8.5, or an absence due to the birth or adoption of a child or the placement of a foster child.
- C. The medical leave account balance may not be cashed out upon separation from service.

### 8.3 Personal Leave Use

- A. Personal leave may not be taken by an employee during the first month of employment unless

authorized by the employee's immediate supervisor. In order to avoid employee "burn out" each employee shall take at least ten (10) days of personal leave in each calendar year. Mandated leave usage is to be prorated for employees who work part-time or who have worked less than eleven (11) months and shall not apply to employees with start dates after October 31.

- B. Accrued personal leave may be used for vacation or illness. Leave other than that used for illness must be requested at least three (3) weeks in advance, in writing, and approved by the employee's supervisor. Leave for one (1) or two (2) days may be requested at any time.
- C. For illness, leave may also be used for medical or dental appointments for the employee and members of his/her immediate family. An employee will contact his/her supervisor at the earliest possible time to inform him/her of ill health. If leave for illness exceeds three (3) consecutive days, the CEO, or their designee, may require a note from the physician.
- D. JAMHI recognizes burn-out as a reality, and as a high probability for all full time permanent staff. If it appears to the CEO that a staff person is not taking adequate leave or if the staff person appears to be exhibiting symptoms of burn-out, the CEO, or their designee, may request that staff person to take adequate leave.
- E. Approval of Supervisor: Leave over two (2) weeks in duration must be requested at least thirty-five (35) days in advance (unless waived by the CEO, or their designee) and must be approved by the employee's supervisor and the CEO, or their designee. To the maximum extent possible consistent with JAMHI operational needs, such requests shall be honored.

#### **8.4 Donated Leave**

- A. Requests for donated leave will be coordinated by the Director of Human Resources. Upon request, donated leave solicitations will be authorized for the following circumstances:
  - 1) Events that would qualify for coverage under the provisions of the Family Medical Leave Act (FMLA) except that an employee requesting such donation may do so at any point in their employment regardless of whether or not they meet the qualifying hours threshold for FMLA.
  - 2) For the death of an immediate family member as defined in Article 8.5 where the required absence extends beyond the three (3) days of paid bereavement leave because of extenuating circumstances.
  - 3) Leave donation requests will be for periods of absence that exceed an employee's full normal workweek – either forty (40) or forty-two (42) hours depending on shift assignment.
- B. The individual donating the leave (donor) must meet the following criteria:
  - 1) The donor must have sufficient leave to take or has taken the required ten (10) days of planned leave in the last year.
  - 2) The donor must be able to meet the annual leave requirement as outlined in Article 8.3(A) after the leave donation.
- C. Other Requirements:
  - 1) The donated leave shall be transferred to a dollar value based on the donor's hourly rate of pay before the transfer and conversion into available hours based on the recipient's hourly rate of pay.
  - 2) The recipient may not earn leave while on donated leave.

- 3) The donated leave will have no cash-in value to the recipient.
- 4) Donated leave is to be used consecutively and contiguously after the depletion of the recipient's personal leave and medical leave bank.
- 5) If the donated leave exceeds the leave requirement of the employee's health or emergent episode, the remaining leave shall be returned to the donor(s) on a prorated basis.

### **8.5 Bereavement Leave**

Employees will be granted three (3) days of bereavement pay for a death of an immediate family member. Additional days may be granted by using personal leave through the employee's supervisor. Immediate family, for the purpose of bereavement leave, shall mean spouse, domestic partner, child, parent, person who stood in loco parentis for the employee, sibling, parent-in-law, grandparents, grandchildren, foster-children and stepchildren.

### **8.6 Emergency Leave**

An employee may be granted leave for personal emergencies, irrespective of the amount of annual leave accrued. Emergency leave taken in excess of accrued leave shall be taken on leave without pay status. The type of leave drawn depends upon the nature of the emergency.

### **8.7 Leave Without Pay**

An employee is on leave without pay status when there is insufficient accrued leave to cover their absence. An employee on leave without pay status for longer than ten (10) consecutive working days is not eligible for benefits for the remainder of the period of the absence. Health and insurance benefits for the employee may be continued if the employee pays the premium due of that insurance. Employees do not accrue leave during periods of leave without pay. Additionally, any period of leave without pay in excess of ten (10) working days steps back an employee's employment anniversary date a corresponding amount.

All requests for leave of absence without pay must be in writing and approved by the CEO, or their designee. The written request must be submitted one (1) month in advance of the requested commencement date of the absence, except in cases of emergency. In addition, approved leave requests must specify a date of return from the leave of absence. If the employee does not return on the specified date, the employee's employment may be terminated. In summary, leaves of absence without pay are not automatically granted and do not (except in the case of military leave) guarantee the same or similar position or salary to an employee upon return from such leave.

### **8.8 Military Leave**

Employees requesting military leave must supply a copy of their military orders to the CEO, or their designee, in advance of leave. An employee who is placed on reserve military duty, either through an armed forces reserve unit, or through the National Guard, shall be on military leave status. An employee shall have the option of taking military leave as annual leave or leave without pay. If an employee is called to duty due to a declared disaster, that employee shall be on military leave.

Employees on military leave shall be afforded the protection of their seniority rights and their status and salary in the agency and shall be promptly reassigned to a position of comparable status and pay upon return to civilian life.

### **8.9 Court Leave**

An employee is to present the court order, subpoena or summons to the CEO, or their designee, when requesting court leave. An employee, who is subpoenaed to appear as a witness, or to present themselves for jury duty, shall be granted special court leave. All full time and part time employees will be paid the



difference between the employee's regular pay and the pay received for jury duty. Written documents of jury duty will need to be provided (i.e., the court's statement of attendance and compensation for service, per diem, and travel).

#### **8.10 Temporary Medical Disability**

Accrued personal leave may be used during medically verified disability and leave without pay may be granted subsequently. A temporary Medical Disability may be covered by the Family and Medical Leave Act (FMLA). FMLA runs at the same time as, not in addition to, disability leave. The amount of time allowed for a disability will not exceed six (6) months of combined paid and unpaid time, including donated leave. A request for temporary medical disability should be in writing with a doctor's report and be approved by the CEO, or their designee. It should state intent to return to work within a reasonable period of time following the exhaustion of FMLA. On return, every effort will be made to place the employee in the same position or one of like status, pay, and without the employee's anniversary date being disrupted. If such is not available, the employee's service will be terminated.

#### **8.11 Parental Leave**

Parental leave shall be granted to qualified employees upon request and shall not exceed a total of three (3) months of continuous duration. To qualify for parental leave an employee must be employed by JAMHI for twelve (12) months, have at least one thousand, two hundred fifty (1,250) hours of service in the twelve (12) months immediately preceding the leave, and be the newly-custodial permanent legal guardian of a dependent child through birth, adoption, or other means.

A total of three (3) months of parental leave may be taken from one or a combination of the following categories:

- A. Accrued personal leave; or
- B. Leave without pay.

An employee on parental leave or leave without pay status does not incur a change in their employment anniversary date for the permissible three (3) month period; however, all other leave without pay restrictions do apply.

#### **8.12 Long Leave of Absence**

Extended leave of absence without pay will be granted for personal or family needs or developmental opportunities subject to supervisory approval as well as that of the CEO, or their designee. An extended leave may not exceed six (6) months from the last day of work and a minimum of one (1) year, full time, regular employment is necessary for a long leave of absence to be approved. A request for such a leave must be in writing, stating the reason for the leave and intention to return to work at a specified date. On return, every effort will be made to place the employee in the same position or one of like status and pay. If such is not available, the employee's service will be terminated.

#### **8.13 Family Medical Leave Act (FMLA)**

JAMHI agrees to adhere to the provisions of the Family Medical Leave Act of 1993 for all eligible employees.

#### **8.14 Abandonment of Duties**

A no-call no-show absence from scheduled shifts for three (3) consecutive work days will be considered abandonment of duties and may result in administrative separation from employment or discipline pursuant to Article 11. Upon request, JAMHI shall furnish documentation that reasonable efforts were made to establish communication with the employee prior to administrative separation.

### **8.15 Leave Cash-Out Policy**

An employee may cash-out accrued personal leave up to two (2) times per year provided that:

- A. The employee can still meet the annual leave requirements required as outlined in Article 8.3(A); and
- B. In no case shall such leave cash-out reduce the employee's leave balance below the number of hours required to cover two weeks of an employee's regular schedule.

Cash-outs will be computed at the dollar rate per hour at current wage. Monies received from cashing out leave are not considered wages for the purpose of retirement contributions

## **ARTICLE 9 BENEFITS**

### **9.1 Eligibility for Benefits**

- A. Permanent employees who work a schedule of at least thirty (30) hours per week shall be eligible for full employee health insurance benefits. The employer shall pay the following premium amounts on a monthly basis:

HSA/HRA: \$1,247.68 (plus the amounts in 9.3)

Traditional: \$1,570.62

The portion of the cost of the employee's health care premium is shown in the premium schedule, attached as Appendix B.

- B. The employer shall provide health care insurance coverage for an employee's dependents. Should the employee elect dependent care coverage, the employer shall pay one-half (1/2) of the cost of the dependent benefit coverage, at the current premium schedule, attached as Appendix B.

### **9.2 Health Insurance Benefits**

The employer shall provide medical, dental, and vision insurance for employees and their families. JAMHI will absorb increases in annual health insurance plan premiums up to 5%. Increases above 5% will be shared 50/50 by JAMHI and employees up to an additional twenty percent (20%) increase on a year-to-year basis. If the costs of plan renewal are deemed substantial or unsustainable by management, or the current plan provisions are no longer available due to changes on the federal or state level, negotiations may be reopened on the issue of health insurance.

### **9.3 Health Savings Account**

The employer will contribute to a Health Savings Account (HSA) to help compensate for a high deductible health plan.

- Individual Contribution = \$3,420.00 annually.
- Family/Spouse Contribution = \$6,000.00 annually.

### **9.4 Retirement**

The employer shall provide a 403(b) retirement program for employees at the same level in effect upon the signing of the Agreement.

### **9.5 Leave Without Pay Status**

An employee on leave without pay status for longer than ten (10) consecutive working days is not eligible for benefits for the remainder of the period of the absence. Health and insurance benefits for the employee

may be continued if the employee pays the premium due of that insurance.

Exceptions to this rule may be granted at the discretion of the CEO and if permitted by applicable insurance policy provisions.

## **9.6 Labor-Management Discussion**

The parties commit to using the Labor-Management Committee model as described in Article 6 in order to discuss health insurance and wellness matters of mutual concern.

# **ARTICLE 10 EDUCATION AND TRAINING**

## **10.1 Training**

The agency may provide up to a maximum of five (5) working days annually to attend conferences, institutes, workshops, or classes to advance employee skills related to the functions and goals of the agency. Such attendance shall be scheduled in advance and approved by the CEO. In such cases, it shall result in no loss of pay or vacation time. Additional time may be approved by the CEO.

## **10.2 Agency Standards**

The employer shall provide, at no cost to the employee, any training necessary to meet any increase in JAMHI job description requirements for persons occupying those positions after the effective date of this Agreement. It is the policy of JAMHI, wherever permitted by existing funding and regulatory constraints, to train and retain existing JAMHI employees. Accordingly, in the event of any increase in certification or licensure requirements imposed by law after the effective date of this Agreement, JAMHI will immediately meet and confer with union representatives concerning the implementation of such standards. To the extent permitted by considerations of funding, grandfather provisions, and time allowed for implementation, the JAMHI Board will, in its discretion, provide at no cost to the employee the training and licensure fees necessary to meet any increase in requirements.

## **10.3 Required Training**

In addition to the trainings stipulated in Article 10, JAMHI will make available to employees training in blood-borne pathogens, first aid, CPR, and/or any other certifications required for continued employment. If it is not possible for an employee to attend training provided by JAMHI due to work scheduling, pre-approved leave, emergency, or any other reasonable circumstance, the employee may request reimbursement for obtaining the same training through another agency. Requests for reimbursement must be authorized by the CEO or their designee prior to the employee attending the alternate training.

## **10.4 Tuition Reimbursement**

Upon completion of a pre-approved college or university level credited class, with a final grade of "C" or above at the undergraduate level OR "B" or above at the graduate level, JAMHI shall reimburse the employee the full cost of tuition and textbooks for such class. With regards to courses with a Pass/Fail grade, reimbursement will be granted for a final grade of Pass "P". The following applies to this provision.

- 1) Prior approval of the CEO.
- 2) In considering whether to approve a request for tuition reimbursement opportunity, the CEO will consider the following factors:
  - a. Agency need for the additional training/education;
  - b. The job description and performance of the employee;
  - c. The availability of funds in the agency budget for training/tuition reimbursement and

competing demands for the same;

- d. Any adverse impact granting the request may have on agency mission or requirements.
- 3) If the provisions of 2(a), (b), and (d) are satisfied, but agency funding is limited, the CEO and employee may agree to partial reimbursement.

## **ARTICLE 11 LEGAL TRUST FUND**

**11.1** In addition to the wages paid per Article 7 of this Agreement, the employer agrees to pay the Alaska Public Employees Association/AFT Legal Trust Fund (hereinafter "Fund") twelve dollars (\$12.00) per month per bargaining unit member in pay status in the month in which the contribution is made.

**11.2** The employer will remit the amount due for the previous month to the Fund by the tenth (10th) of each month.

**11.3** The Fund will be sponsored and administered by APEA/AFT and the employer will have no voice in the amount or type of service provided by this plan; however, services provided by the Fund will not be used in action involving or in a position adverse to the employer or the union. The Fund will attempt to obtain the maximum service possible for the employees. Non-unit employees may participate in the Legal Trust Fund under the same terms and conditions as unit members. The employer will remit the same amount per month for the non-unit member participant as for the unit member participant.

**11.4** This Article confers only the right to demand and enforce payment of the required contributions. Failure by the employer to remit the required contribution does not give rise to any grievance or cause of action by the union, its members, or any other person for other harm or damages that might result from the failure of the employer to remit the required contribution. The provision or retention of legal assistance under this Article is the sole and exclusive responsibility of the union and/or the member. Unless such actions are taken to demand and enforce payment by the employer of the required contributions, the union agrees to defend, indemnify, and hold harmless the employer against any and all legal actions, orders, judgment, or other decisions rendered in any proceeding as a result of the implementation of this Article.

## **ARTICLE 12 WORKING CONDITIONS**

### **12.1 Workweek**

The standard work week is forty (40) hours, which will normally be worked in eight (8) hour shifts of five (5) consecutive days followed by two (2) consecutive days off. Established alternate work weeks, are provided for in Article 7.2(B). Additional alternate workweeks may be established with mutual agreement between the employer and the union and are subject to continuing concurrence by the parties.

### **12.2 Established Shift Modifications**

Management shall notify the Association at least two (2) weeks prior to modifying established shifts. The parties shall meet and discuss the proposed schedule, cost effects of the change, impact on clients, and other relevant factors. This paragraph does not apply to temporary emergency changes. If the Association disagrees with Management's final decision, it has the right to appeal that decision to the Board of Directors, prior to implementing the proposed schedule. The decision of the Board shall be final.

### **12.3 Scheduling of Shifts**

Employees who are assigned to work areas requiring twenty-four (24) hour coverage will normally be notified of scheduled shift coverage four (4) weeks in advance. Every reasonable attempt will be made to avoid reassigning shifts with less than two (2) weeks notice. The parties recognize that absences due to unexpected vacancies, illness or other emergencies may require employees to cover an additional shift. Should such an event occur, additional shifts shall first be offered to bargaining unit members who are normally assigned the work. If no one is available to cover, shifts may be covered by the supervisor or by other employees who have formerly held the position or received the appropriate training.

### **12.4 Probationary Period**

Except as provided in Article 3.2(F), all new full time and part time employees will be on probation during the first six (6) months of employment at JAMHI. During the probation period the employee will be oriented to the facility and will be required to achieve work proficiency. The employee will receive a performance report at the completion of the first half of their probationary period from the supervisor. This performance report is meant to serve as constructive feedback on the job performance. If the new employee is not meeting performance standards at the end of six (6) months, the supervisor may elect to extend the probationary period for a period not to exceed more than an additional six (6) months. If performance and employment conditions are mutually satisfactory, the employee will become a permanent member of the JAMHI staff. At the discretion of management, employees may be made permanent halfway through their probationary period. The performance report will be in writing and will be discussed with the employee by the supervisor.

### **12.5 Failure to Complete Probationary Period Upon Promotion**

An employee who fails to complete a three (3) month probationary period resulting from a promotion shall be returned to his/her former job classification if such a vacancy exists. Such demotion is not subject to the grievance procedure. For purposes of step placement, time worked in the promotional job class shall be credited as if the employee has continued in his/her previous job class.

If a vacancy does not exist in the employee's former job class, the employee shall be afforded the opportunity to be placed in any other vacant position for which he/she is qualified. If placed in a new job classification, the employee must serve a new probationary period.

If a vacancy does not exist, or the employee elects not to take another position outside of his/her former job classification, the employee shall be placed on layoff and recalled to service under the provisions of Article 11.4. Failure to accept a position in the employee's former job classification will terminate employment from the agency.

### **12.6 Employee Performance Reports**

Each employee will receive a performance evaluation in accordance with JAMHI Performance Evaluation process. The purpose of the performance report is to provide the employee with information concerning the progress he/she is making toward the attainment of his/her employment goals.

Performance reports will be in writing and will be used to facilitate the immediate supervisor's decision regarding promotion and change in job position. Employees will read and discuss the performance report with the evaluator. The employee and the immediate supervisor will both sign the performance report, and a copy will be given to the employee, as well as placing a copy in the employee's personnel file. If the employee does not agree with the evaluation, he/she will be afforded the opportunity to file written comments regarding the evaluation. Written comments shall be forwarded to the Human Resources Director and must be received within fourteen (14) days of the evaluation conference. The Human Resources Director shall review the comments and may, at the HR Director's discretion, recommend changes to the evaluation. The employee's comments shall be attached to the evaluation and will become part of the employee's formal evaluation.

The evaluation will rate the employee's performance on factors including, but not limited to:

- A. JAMHI employee expectations;
- B. JAMHI pledge of quality;
- C. Fulfillment of position duties;
- D. Supervisor competencies, if applicable;
- E. Leadership competencies, if applicable;
- F. Progress on previous measurable performance objectives;
- G. Measurable performance objective for the next year.

An unsatisfactory rating on an employee's evaluation will result in a written Corrective Action Plan (CAP) developed in consultation with the employee according to JAMHI's Disciplinary Policy.

### **12.7 Employee Confidential Records**

All employee personnel records are absolutely confidential. Except as provided in this subsection, only the employee, the employee's supervisors, the Human Resources Director, or the CEO may review an employee's personnel record. Violation of this provision is grounds for immediate termination. All personnel records are maintained by the Human Resources Director in a locked cabinet. Permission to review or release an employee's personnel record must be granted by the CEO. An employee may review his/her personnel file upon request.

The employee record shall not be made public except:

- 1) When JAMHI or the employee is compelled to disclose the contents of the record by court;
- 2) When the disclosure of the record is required by law or regulation; or
- 3) When disclosure is authorized in writing by the employee.

When disclosure of the employee's record is required or allowed under Nos. 1 and 2 above, JAMHI will notify the employee of the disclosure. However, no notification shall be made if the disclosure is under a search warrant or under a subpoena issued by a grand jury.

All employees have the right to examine their personnel file upon request on their own time and shall receive copies of any documents in the file upon request with the understanding that the employee is responsible for all administrative and copying expenses.

Before any notation is entered into the employee's personnel file, it shall be made known to the employee. The employee's signature does not indicate that the employee agrees with the content of the item being placed in his/her file but does indicate his/her knowledge of the contents. The employee is not authorized to remove anything from his/her file.

### **12.8 Mileage Payment**

When a private automobile is used in the community by an employee of JAMHI, the mileage rate will be the rate authorized by the IRS, for the State of Alaska, at that time. All private automobile use must have

the approval of the CEO.

### **12.9 Health and Safety**

- A. JAMHI shall provide suitable, clean, and well-lit work spaces for all employees. It is recognized by the parties that employees may be assigned duties in areas that are outside the reasonable control of JAMHI such as client residential spaces, community spaces, and other public areas.
- B. If an employee reasonably fears for their health and safety due to unsafe working conditions, they shall immediately report the concern to a direct supervisor who shall use due diligence to investigate the matter in an expeditious manner. JAMHI will make every effort to reassign the employee to another work area or other responsibilities while the report of unsafe conditions is being investigated. It is recognized that 10.9 C. below may remedy the unsafe condition.
- C. JAMHI will make available all appropriate personal protective equipment (PPE), sanitation, and physical space modifications necessary to render working conditions safe. In cases where it is unclear which PPE, sanitation, or modifications are appropriate, JAMHI will refer to guidance from Alaska Occupational Safety and Health (AKOSH), US Occupational Safety and Health Administration (OSHA), Centers for Disease Control (CDC), and/or any other appropriate agencies, relevant public health mandates, and/or guidelines. JAMHI will promptly inform JMHP of any changes to health and safety protocols
- D. Requests for reasonable accommodation for working conditions shall be submitted to the CEO, or their designee. Denials shall be provided to the employee in writing within thirty (30) days of receipt of the request. Denials may be appealed in accordance of the grievance procedures in Article 6.
- E. Nothing in this Article precludes an employee from communicating concerns with any state or federal occupational safety agency.

### **12.10 Promotional Opportunities**

In filling a vacant position, promotional consideration shall be given to the current staff. Employees shall be considered under the selection criteria used for candidates in the applicant pool. Employees shall be notified of any vacancy filled through competitive recruitment at the time the position is advertised.

## **ARTICLE 13 EMPLOYEE DISCIPLINE AND SEPARATION FROM SERVICE**

### **13.1 Discipline**

Except as provided for in Article 3.2(E), discipline shall be for just cause and shall normally follow the steps of progressive discipline:

- A. An oral reprimand (an oral reprimand will be documented to the employee in writing and will not be included in an employee's permanent record unless discipline proceeds to a higher level in which case the oral reprimand will be referenced in the subsequent letter of discipline and/or performance evaluation);
- B. A written reprimand;
- C. A suspension;
- D. Immediate termination.

Upon the determination to terminate for cause, the CEO or his/her delegate, shall give the employee written

notice, stating the reasons for the termination. Severance pay will consist of earned wages and accrued leave as provided in Article 8.1 to the date of termination.

The following acts on the part of an employee of JAMHI may result in termination for cause. They include, but are not limited to:

- A. Willful violation of a policy, rule, or regulation;
- B. Willful carelessness or negligence;
- C. Mistreating or abusing the clients, either physically, verbally, or emotionally;
- D. Failure to report an incident with a client or an accident with a JAMHI automobile;
- E. Violation of client confidentiality;
- F. Disregard or failure to carry out the instructions of the CEO;
- G. Unexcused absence from work;
- H. Failure to cooperate and work effectively with co-employees, administration, or clients;
- I. Insubordination;
- J. The consumption of or being under the influence of illegal substances while working;
- K. Intoxication while working;
- L. Falsification of the employment application;
- M. Unauthorized use of the client's medication or drugs;
- N. Unauthorized use of the client's money or finances;
- O. Unauthorized or fraudulent use or expenditure of the funds of JAMHI; or
- P. Unauthorized or fraudulent manipulation of the time sheets.

### **13.2 Employee Demotion**

- A. Involuntary demotion shall be construed as the removal from a particular position with an offer of a position of lesser responsibility and salary because of the employee's inability to perform in the position of greater responsibility.
- B. Voluntary demotion. An employee may request a voluntary demotion into any vacant position for which the employee is qualified. Management will consider such a request prior to filling the vacancy.
- C. Demotion in lieu of layoff: When demotion is offered to more than one employee as alternative to being laid off, the inverse order of layoff shall apply.

### **13.3 Layoff**

Layoff shall be defined as removal from a position owing to the abolition of the position because of reorganization or retrenchment. The order of layoff among the employees shall be limited to the project in which they are employed and governed by seniority, merit, and evaluation.



### **13.4 Employee Recall**

If the position, which was lost due to the layoff, becomes available at any time within one year (1) from the date of layoff, the individual who held the position shall be offered reinstatement.

### **13.5 Exiting Employee**

Each employee leaving the employment of JAMHI will have the option of participating in an exit interview with the HR Director or may complete an exit interview form. An employee or terminated employee may request copies of any or all of the contents of their personnel file, including performance evaluations. Each exiting employee must sign an Exit Confidentiality Agreement and return any JAMHI issued property.

### **13.6 Voluntary Resignation**

Employees must give at least ten (10) working days' notice of resignation. The CEO may waive such notice and permit a shorter period for notice of resignation. The notice must be written and state the general reasons for the resignation, the effective date of the resignation, a forwarding address, and be signed.

### **13.7 Notice**

Except in the case of termination for cause or during an employee's probationary period, all employees covered by this Agreement shall receive two weeks' notice, or two weeks' pay in lieu of notice, when the employee's employment is terminated by the employer.

## **ARTICLE 14 PROFESSIONAL CONDUCT**

### **14.1 Professional Conduct**

In the spirit of teamwork and collaboration, all employees are encouraged to work collaboratively with coworkers. People who work together affect each other's performance, productivity, and personal satisfaction in their jobs. How employees act towards each other influences whether relationships are successful.

JAMHI expects employees to behave in a professional manner whenever on JAMHI property, conducting JAMHI business, or representing the organization at business or social functions.

Although it is impossible to give an exhaustive list of what constitutes professional conduct, it does, at a minimum, include:

- Following all of the rules of JAMHI's Handbook;
- Refraining from rude, offensive, aggressive, or outrageous behavior;
- Refraining from ridicule and hostile jokes;
- Treating coworkers, clients, and vendors with patience, respect, and consideration;
- Being courteous and helpful to others; and
- Communicating openly with supervisors, managers, and coworkers.

The reputation of JAMHI is exceedingly valuable and can be maintained only by the performance of duties according to the highest professional standard and codes of ethics as applicable.

The failure to perform duties in a professional manner may be indicative of a serious situation which requires special attention, correction, and disciplinary action.

### **14.2 Harassment or Discrimination**

Harassment or discrimination toward employees, clients, supervisors, contractors, volunteers, or guests on the basis of race, color, national origin, religion, age, sex, gender identity or expression, disability, or other legally protected status is prohibited on any JAMHI site. Harassment that affects job benefits,

interferes with an individual's work performance, or creates an intimidating, hostile, or offensive work environment will not be tolerated.

All allegations of harassment or discrimination of any kind will be quickly and discreetly investigated. All information regarding the allegation will be held confidential to the fullest extent practicable.

### **14.3 Confidentiality**

Information concerning any current or discharged clients of JAMHI is to be held in the strictest confidence. The right of confidentiality must be observed at all times, and personnel will not discuss clients with unauthorized persons. Requests for information concerning clients must be referred to the Clinical Records Specialist/Privacy Officer. No material concerning any client of the agency is to be reproduced or removed from the files without specified authorization or signed release form from the requesting agency or person and approved by the CEO.

## **ARTICLE 15 CONCLUSION OF COLLECTIVE BARGAINING**

This Agreement is the entire Agreement between JAMHI and the Association. The parties acknowledge that they have fully bargained with respect to terms and conditions of employment and have settled them for the duration of this Agreement. This Agreement terminates all prior agreements and understandings, inconsistent JAMHI policies and past practices, and concludes all collective bargaining for the duration of this Agreement. Nothing in this Agreement shall be construed as a limitation upon the right of the parties by mutual agreement to amend, alter, or supplement this Agreement during its term and reduce such supplemental agreements to writing which shall become valid and enforceable provisions of this Agreement. The Association and JAMHI agree to meet at reasonable times for discussion of this Agreement, its interpretations, or modifications. The Association and JAMHI agree to designate representatives having authority to represent their respective interests.

In addition, the parties may meet at reasonable times at the request of either party to discuss matters of mutual interest and concern that are not terms and conditions of work. JAMHI agrees to notify the Association prior to enacting changes to terms and conditions of work that are not part of this Agreement.

## **ARTICLE 16 SAVINGS CLAUSE**

### **16.1 Violations**

If an article or part of an article of this Agreement should be decided by a court of competent jurisdiction or by mutual agreement of JAMHI and the Association to be in violation of any federal, state, or local law, or if adherence to or enforcement of an article or part of an article should be restrained by a court of law, the remaining articles of the Agreement shall not be affected.

### **16.2 Replacement**

If a determination or decision is made pursuant to Section 14.1 of this Article that part of this Agreement is in violation of federal, state, or local law, the parties to this Agreement shall convene immediately for the purpose of negotiating a satisfactory replacement.

### **16.3 Compliance**

Should this Agreement or any section or article be found not in compliance with federal regulations and where compliance with such regulations is required as a condition for the receipt and expenditure of federal funds, JAMHI and the Association agree to immediately convene and renegotiate the Agreement, section, or article to comply with such regulations.

**SIGNATURE PAGE**

This Agreement is entered into on this 1<sup>st</sup> day of August, 2022:

For the JAMHI Health & Wellness Inc.


For the Juneau Mental Health Professionals  
Local 6134 APEA/AFT/AFL-CIO



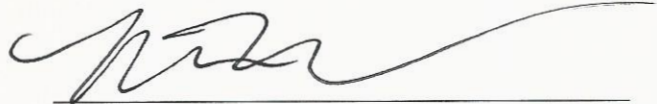
Mila Cosgrove, Spokesperson



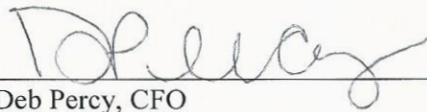
Stephen Courtright, APEA Field Rep, Spokesperson

  
David G. Branding PhD, CEO

David G. Branding PhD, CEO



Izzy Rowland, JMHP President, Negotiator



Deb Percy, CFO



Dillon West, JMHP Vice President, Negotiator



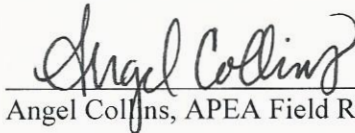
Amber Kilmer, HR Director



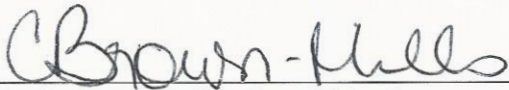
Jeff Kasper, APEA SE Regional Manager



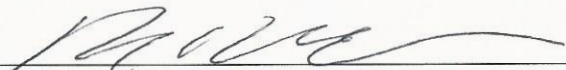
Anthony Sholty, Board Member



Angel Collins, APEA Field Rep



Cindee Brown-Mills, Board Member



Bradley Perkins, Board Member



**APPENDIX B****APPENDIX B Health Insurance Premium Schedule Effective 8/1/2022**

	Employer Per Month \$		Employee Per Month \$			Per Pay Check \$		
	Med-Dent HSA/HRA	Med-Dent Traditional	Medical	Dental	Total	Medical	Dental	Total
Employee	1247.68	1570.62	60.02	29.54	89.56	30.01	14.77	44.78
Employee & Spouse	2279.24	3005.83	660.12	63.50	723.62	330.06	31.75	361.81
Employee & Child(ren)	1731.65	2296.77	570.10	64.96	635.06	285.05	32.48	317.53
Employee, Spouse & Child(ren)	2758.35	3727.12	1170.20	94.60	1264.80	585.10	47.30	632.40