

Great Rivers Behavioral Health Administrative Services Organization

Policy Title:	Benefits	Policy No. 9011.01
Category:	Employment Policy Manual	Date Adopted: 04/09/2021 Date Revised: 1/14/2022
Reference:		

POLICY:

- 1.1. Great Rivers Behavioral Health Administrative Services Organization (Great Rivers BH-ASO) provides a comprehensive package of health and welfare benefits for regular employees and eligible dependents. The coverage, eligibility, premium contributions, carriers, and provisions of the plans are as determined by Great Rivers BH-ASO.
- 1.2. Other employee benefit programs may be provided through or mandated by State or Federal insurance programs which premiums are paid by employer and employee premiums, such as:
 - 1.2.1. Unemployment Compensation Insurance
 - 1.2.2. Social Security and Medicare
- 1.3. Other benefits fully paid by the employer:
 - 1.3.1. Unemployment Insurance
 - 1.3.2. Washington's Paid Family and Medical Leave

ELIGIBILITY:

- 2.1. Employees will be eligible as described herein or under other circumstances, as determined by Great Rivers BH-ASO:
 - 2.1.1. **Regular Full-time employees:** A regular or probationary status employee working a regular schedule of thirty (30) or more hours per week is eligible for benefits. Regular part-time employees whose budgeted regular schedule calls for thirty (30) hours per week (.75 FTE) or more will be eligible for the full Great Rivers BH-ASO contribution for health insurance and other benefits.
 - 2.1.2. **Regular Part-time employees:** A regular or probationary part-time status employee working a regular schedule in positions budgeted at one-half up to three-quarter time (.5 to .749 FTE) is eligible for benefits allocated to full-time employees at the applicable FTE %. The employer's contribution will be that applicable % of the employer's normal contribution of an FTE and the employee is responsible for the applicable balance.
 - 2.1.3. **Project employees:** A Project employee who works a schedule consistent with regular full-time at a minimum of projected six (6) months of employment will be provided the same benefits as outlined above for regular full-time employees.
 - 2.1.4. **Job-share employees:** A job-share employee is a regular or probationary status employee who shares one regular position with another job-share employee. Job-

share employees share the benefits allocated to one full-time position based on the allocated FTE %. The employer's contribution will be that applicable % of the employer's normal contribution of an FTE and the employee is responsible for the applicable balance.

2.1.5. **Probationary Employees: Refers to the first six (6) months of continuous active service and evaluation period for newly hired employees, as well as transferred employees through promotion, demotion, or lateral employment movement to other classifications and or units.** For this definition, part-time employees must have worked (six) 6 calendar months. The probationary period may be extended for special circumstances as determined by the manager and approved by the Chief Executive Director (CED). Likewise, the probationary period may be terminated at any time as part of the at-will employment relationship.

2.2. **The employer's contribution to health benefits may be reduced or pro-rated if the employee is on a non-FMLA unpaid leave of more than five (5) working days in a pay period.** The employer's contribution to employee health benefits will continue for employees taking leave under Washington's Paid Family and Medical Leave Act (PFMLA).

2.3. All other benefits, such as PTO accrual and paid holiday, will be pro-rated accordingly based on any unpaid leave taken in the applicable pay period.

2.4. Benefits and other employment programs and procedures may apply differently to newly hired and transferred probationary employees, as defined, or indicated under each policy or program, or as directed by the CED on special circumstances. Benefits will not be interrupted or changed during an extension or new probation period.

2.5. Any statement above is general in nature as specific determinations of eligibility for benefits may be impacted by contracts with insurance carriers or by changes in the Great Rivers BH-ASO's benefits plan and other programs design.

3. HEALTH & WELFARE PLANS

3.1. Waiting Period:

3.1.1. Employer-provided benefits begin the first of the month when and if hired effective the first of the month, otherwise, benefits will be effective the first of the month following the date of hire.

3.2. Premiums

3.2.1. Great Rivers BH-ASO will cover 100% of the premiums for:

3.2.1.1. Vision

3.2.1.2. Basic Life and Basic Accidental Death & Dismemberment

3.2.1.3. Long Term Disability

3.2.1.4. EAP

3.2.1.5. Flexible Spending Account administration fees (the contributions are made by the employee)

3.2.2. The employer and employee premiums will be determined annually, usually during the open enrollment period (see the enrollment packet information for premium details). The employee share of premiums towards the medical plan will be deducted from the employee's payroll (by-monthly) on a pre-tax deduction basis.

3.3. Enrollment:

3.3.1. Eligible employees must complete and submit enrollment forms to Human Resources to obtain coverage, including annual renewal elections. When required forms are not submitted as required by the employer, the employee will default to:

3.3.1.1. For New hire: Employee-only enrollment in the least expensive plans.

3.3.1.2. For Annual Open Enrollment: Default to current enrollment.

3.4. Covered Dependents:

- 3.4.1. Eligible dependents include a legal spouse, a domestic partner (as defined by WA State law), and dependent children up to age twenty-six (26), as defined by the Plans, or as determined by Great Rivers BH-ASO policy.
- 3.4.2. Upon request for enrollment of dependents, employees must include proof of the dependents' relationship to the employee, such as:
 - 3.4.2.1. Copy of marriage certificate for spouses;
 - 3.4.2.2. Copy of domestic partner registration and/or affidavit form (see domestic partner coverage section below);
 - 3.4.2.3. Birth certificates, adoption, or court orders for children.

3.5. Coverage during Leave of Absence:

- 3.5.1. An employee who is on a leave of absence and in an unpaid status will lose coverage the first of the month following the first date of unpaid leave. However, if the employee returns to work on or before the first working day of the month, coverage will be continued for the month. This applies to all unpaid leaves of absence, except those covered under Family Medical Leave (FML), or as part of a workplace accommodation under the Americans with Disabilities Act (ADA) or Washington Law Against Discrimination (WLAD).
- 3.5.2. Life Insurance coverage for a non-medical leave of absence will be continued by Great Rivers BH-ASO for up to ninety (90) continuous calendar days. Life insurance will be continued for up to one hundred eighty (180) continuous calendar days during a medical leave of absence.
- 3.5.3. An employee who is permanently and totally disabled may qualify for continued life insurance under the Waiver of Premium provision.
- 3.5.4. An employee who is on an unpaid leave of absence for one week or more during their benefit waiting period may have their benefits effective date extended.
- 3.5.5. An employee who loses coverage because of an unpaid leave of absence may continue medical, dental, EAP, and the Health Care Flexible Spending Account by paying for continued coverage under the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA).

3.6. Long Term Disability Insurance:

- 3.6.1. Regular full-time, part-time, and job-share employees will be provided with Long Term Disability income protection in the event of a non-duty related disability as defined by the plan.

4. DOMESTIC PARTNER COVERAGE

- 4.1. For Great Rivers BH-ASO benefits, the employee and domestic partner must have entered into a Washington State lawful marriage or state-registered domestic partnership, if one of the partners is over the age of sixty-two (62), for the domestic partner to be eligible for benefits.
- 4.2. There are potential income tax ramifications that could occur in certain circumstances in the administration of these benefits and Great Rivers BH-ASO encourages employees affected by this section to get clarification from the Finance/Payroll department so that they may consult with their tax advisors.

5. FAMILY STATUS CHANGES

- 5.1. Great Rivers BH-ASO's health plans allow employees to enjoy the tax advantage benefit of the Internal Revenue Code (IRC) Section 125 and are required to follow the pertinent IRC regulations. Once an employee selects benefits, either at their initial enrollment or during the open enrollment, the coverage will stay in effect for the entire plan year unless they have a qualifying family status change event. Changes to coverage must be consistent with the type of family status change being made.
- 5.2. To apply for a change in coverage, employees must complete the required enrollment form(s) and provide the required documentation to support the special qualifying event **within thirty-one (31) calendar days from the date of the Qualifying Event (or as defined by the plan)**.
 - 5.2.1. If the employee does not submit enrollment forms and documentation as required, any change requested will not be approved, and the employee will have to wait until open enrollment.
 - 5.2.2. For dependents that become eligible for coverage and are not added during the qualifying family status change event, the dependents must wait to be added during the following open enrollment. Changes made during Open Enrollment will take effect on January 1 of the following year.
 - 5.2.3. If the employee is divorced or terminates a domestic partnership or they have an ineligible dependent child during the year, that dependent must be deleted immediately. Failure to remove an ineligible dependent will result in repayment of premiums and may result in corrective action for falsifying employment records. Possible prosecution may occur, as well as repayment of claims by the insurance company.
- 5.3. **Effective Date of Change:**

Changes in coverage for birth or adoption are effective as of the date of birth or date of placement for adoption. All other changes are effective the first of the month following the qualifying event.

6. **SURVIVOR'S BENEFIT DUE TO EMPLOYEE'S DEATH**

- 6.1. In the event of an employee's death during active service, covered dependents on the employee's health plans shall have continued coverage for one month following the death of the employee. The health plan is defined as medical, vision, and dental coverage. Following the one month of continued coverage, the dependent(s) shall be offered continued coverage under COBRA.

7. **HEALTH INSURANCE CONTINUATION DUE TO DISABILITY**

The GREAT RIVERS BH-ASO will continue medical and dental insurance for the length of protected leave (FMLA and PFML) when an eligible employee has a serious health condition.

8. **457 DEFERRED COMPENSATION PLAN**

- 8.1. Great Rivers BH-ASO offers employees the opportunity to participate in its 457 Deferred Compensation plan. Deferred Compensation plans are another means to save for retirement through pre-tax payroll deductions and deposited into a retirement investment account. 457 Deferred Compensation plans and programs are regulated under the Internal Revenue Code (IRC) Section 125. Specific terms and conditions of the deferred compensation plan are controlled by the approved Plan Document. The Plan provider and Administrator(s) of the Plan will be determined by Great Rivers BH-ASO.
- 8.2. An eligible employee is a regular full-time, part-time, project, or job-share employee who is eligible for benefits as defined by this policy or as determined by Great Rivers BH-ASO. Eligible employees may contribute up to the annual limits set forth by the IRS Code regulation into the approved deferred compensation provider plan offered by Great Rivers BH-ASO. Enrollment in the plan is subject to the terms and conditions of the Plan Document.

- 8.3. Payroll deductions and contributions will start with the first available payroll following submission of the completed required forms to Human Resources.

9. COBRA – CONTINUATION OF BENEFITS

- 9.1. When this policy is received, upon employment or benefits eligibility, it will serve as the initial notice of COBRA rights.

9.2. PURPOSE AND SCOPE

- 9.2.1. Federal law, known as the Consolidated Omnibus Budget Reconciliation Act, mandates that Great Rivers BH-ASO allow employees and/or dependents who lose group health care coverage under Great Rivers BH-ASO's plans a temporary extension of health coverage at group rates in certain instances where coverage would otherwise terminate.

9.3. Qualified Beneficiaries (QB) Include:

- 9.3.1. Employees who lose coverage due to a reduction in hours of employment or the termination of employment whether voluntary or involuntary (for reasons other than gross misconduct).
- 9.3.2. Spouse, domestic partners, and covered dependent children who lose coverage due to death of spouse/parent; termination of spouse/parent's employment (for reasons other than gross misconduct on their part); reduction in the spouse/parent's hours of employment; divorce; dissolution of domestic partnership; spouse/parent becoming entitled to Medicare; or the dependent child ceases to be eligible under the definition of a dependent child under the health plans.

- 9.4. **Types of Coverage:** Health care coverage defined under COBRA includes medical, prescription drug, vision, dental, the Employee Assistance Program (EAP), and the Health Care Flexible Spending Account (FSA). Qualified beneficiaries will be allowed to continue the coverage in effect the day before their qualifying event. (Please note prescription drug and vision coverage is included with the medical plan and is not considered a separate election option).

9.5. Qualifying Events Responsibilities:

- 9.5.1. Employee or Qualified Beneficiary -- The employee or family member has the responsibility to inform Human Resources of a divorce, legal separation, or a child losing dependent status under a Great Rivers BH-ASO health plan. The Great Rivers BH-ASO must be notified no later than sixty (60) days after the date coverage terminates under the plan. If the employee or eligible dependent who fails to provide this notice to Great Rivers BH-ASO Human Resources during this sixty (60) day notice period, and who loses coverage, will not be offered the option to elect COBRA continuation of coverage. Furthermore, if the employee or dependent(s) fail to provide this notice to Great Rivers BH-ASO Human Resources, and if any claims are mistakenly paid for expenses incurred after the date coverage is supposed to terminate upon the divorce, dissolution of domestic partnership, or a child's losing dependent status, then the employee or dependents will be required to reimburse the health plan for any claims so paid.
- 9.5.2. Employer -- Great Rivers BH-ASO or its third-party COBRA administrator will notify the employee and/or their covered dependents of their right to continue coverage in the event of an employee's death, termination of employment, reduction in hours, or Medicare eligibility (COBRA notice upon qualifying event).

9.6. LENGTH OF CONTINUATION PERIOD

- 9.6.1. If a loss of coverage is due to a termination of employment (other than gross

misconduct on the employee's part), or a reduction in work hours, employees will have the opportunity to continue coverage for a period of up to eighteen (18) months.

- 9.6.2. Additional qualifying events (such as death, divorce, dissolution of domestic partnership, legal separation, or Medicare entitlement) may occur while the continuation coverage is in effect. Such events may extend an eighteen (18) month continuation period to thirty-six (36) months for the covered dependents, but in no event will coverage extend beyond thirty-six (36) months from the date of the event that originally made the qualified beneficiary eligible to elect coverage. The qualified beneficiary should notify Great Rivers BH-ASO Human Resources and/or its COBRA third-party administrator if a second qualifying event occurs during their continuation period.
- 9.6.3. Dependents that lose coverage due to divorce, death, or ineligibility (dependent child or domestic partner) will be allowed to continue coverage up to thirty-six (36) months.
- 9.6.4. An employee on active military service leave shall be allowed to continue coverage up to twenty-four (24) months.
- 9.6.5. The maximum period a qualified beneficiary may continue the Health Care Flexible Spending Account (FSA) is through the last day of the plan year in which the qualifying event occurred as long as there is a positive balance in the account as of the date of the qualifying event.
- 9.6.6. Covered dependents that have a qualifying event as described above, will be provided the opportunity to continue coverage for a period of up to thirty-six (36) months.

9.7. PREMIUM COSTS

- 9.7.1. The cost of coverage for this continuation provision is based upon the full applicable premium associated with the health plan the qualified beneficiary is enrolled in at the time of a qualifying event, and the associated coverage tier plus a 2% administration fee as allowed by law. Premiums are subject to change in the same manner as similarly situated employees.

9.8. PREMIUM DUE DATES

- 9.8.1. The initial premium must be paid within forty-five (45) days from the date the qualified beneficiary signs the COBRA election (enrollment) form. The initial premium MUST cover the period from the month the COBRA continuation period begins through the end of the month in which the qualified beneficiary completes the election form.
- 9.8.2. Subsequent monthly premiums are due by the first of the month for the month of coverage. Premiums must be received no later than thirty (30) days after the due date for coverage to remain in effect.

10. RETIREE HEALTH PLAN OPTION

- 10.1. Public employees and their eligible family members have access to Great Rivers BH-ASO's retiree health plans to continue coverage under certain conditions. Retired employees (as defined by the State of WA Dept. of Retirement Systems), and eligible dependents, who are enrolled in the Great Rivers BH-ASO medical insurance program immediately before retirement are eligible to continue participation in a Great Rivers BH-ASO medical plan along with their covered dependents when they retire. This retiree continuation program is a benefit made available by Great Rivers BH-ASO and is not considered a matter of contractual rights.

10.2. Eligibility for Continuation:

- 10.2.1. Retired employees must be eligible to receive a service or disability retirement allowance under the PERS retirement plans.
- 10.2.2. Eligible dependents include:
 - 10.2.2.1. Legal spouse;
 - 10.2.2.2. Domestic partner; and/or
 - 10.2.2.3. Dependent children who meet the eligibility definition under the terms of the insurance contract(s).
- 10.2.3. Employees and their covered spouses or domestic partner who become eligible for Medicare coverage will be required to enroll in both Part A Hospitalization and Part B Medical to continue to be eligible for the Retiree Medical Plan.

10.3. Coverage:

- 10.3.1. The coverage made available to Retirees under this policy will be provided under the terms and conditions provided by the insurance carriers.

10.4. Election Period:

- 10.4.1. Retired employees may elect coverage for themselves, their legal spouse, domestic partner, and/or eligible dependent children in a Great Rivers BH-ASO medical plan within thirty-one (31) days of the date active coverage ends or the date their COBRA continuation period ends, if elected. (Dental coverage is offered under the continuation provisions of COBRA). Application is made for the Retiree Medical Coverage by completing the applicable enrollment form(s) within thirty-one (31) days of loss of active Great Rivers BH-ASO coverage. Retirees who do not elect coverage during the initial thirty-one (31) day election period or who waive their rights to coverage cannot enroll later.
- 10.4.2. Retired employees may elect coverage under the COBRA continuation provisions and then transfer to the retiree group plan at any time during or immediately following the end of the COBRA continuation period.
- 10.4.3. Individuals who elect COBRA continuation after terminating from Great Rivers BH-ASO employment and subsequently become retirement eligible and draw retirement benefits while on COBRA continuation may enroll in the retiree group plan. Coverage under Great Rivers BH-ASO's active, COBRA continuation, and retiree group plans must be continuous.

10.5. Plan Cost and Payments:

- 10.5.1. The cost of the retiree health insurance plan will be determined by the insurance carrier based upon plan design and other underwriting criteria. The premiums are subject to change at least annually. The retiree and/or covered dependents must pay the full cost of coverage along with a 2% administration fee.
- 10.5.2. Retired employees may continue coverage under the retiree group plan as long as the premium is paid and the Great Rivers BH-ASO continues to offer the retiree plan coverage.

10.6. Open Enrollment:

- 10.6.1. Open enrollment shall be provided annually for active participants as determined

by Great Rivers BH-ASO. During open enrollment, retirees will be notified of plan and/or premium changes. Retirees may change plans during the open enrollment period with coverage effective January 1. Eligible dependents may be added with appropriate supporting documentation.

10.7. Retirees Returning to a Benefit Eligible Status in Great Rivers BH-ASO:

10.7.1. Retirees returning to work on a full-time basis or returning to work on at least a half time (twenty (20) or more hours per week) or job-share basis are eligible for Great Rivers BH-ASO benefits. Coverage will be effective under the terms and conditions available to other regular employees working under the same status. Coverage as a retiree will end the last day of the month in which the retiree returns to covered employment with Great Rivers BH-ASO.

10.8. Retiree Survivor Coverage:

10.8.1. If the retiree dies during the coverage period, covered dependents may continue to participate in the plan for not more than six (6) months.

10.9. Retirees Eligible for Medicare:

10.9.1. Retirees eligible for Medicare coverage will be required to enroll in both Medicare Part A and Part B to continue Great Rivers BH-ASO's Retiree program. Upon proof of enrollment in Medicare Part A and B, Great Rivers BH-ASO will adjust the monthly premium to reflect the Medicare coverage as primary.

10.9.2. Retirees who fail to enroll in Medicare at the time the retiree and/or their spouse or domestic partner becomes eligible shall have their coverage terminated the last day of the month in which the retiree or their spouse reaches age sixty-five (65) or Medicare eligibility.

10.10. Retirees Covered by another Employer Group Health Plan:

10.10.1. When a retiree is covered by both Great Rivers BH-ASO's Retiree Health Plan and a health plan from another employer, the other employer's plan shall pay benefits as the primary health plan. Great Rivers BH-ASO's health plan shall pay benefits as the secondary health plan.

11. HOLIDAYS & FLOATING HOLIDAY

11.1. Great Rivers BH-ASO observes the following holidays:

<u>Holidays</u>	<u>Dates to be Observed</u>
New Year's Day	January 1 st
Martin Luther King Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth Day	June 19 th
Independence Day	July 4 th
Labor Day	First Monday in September
Veteran's Day	November 11 th
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Day after Thanksgiving
Christmas	December 25 th

11.2. HOLIDAY PAY

11.2.1. Subject to the requirements below, regular budgeted full-time employees shall

receive eight (8) hours of pay for each listed holiday on which they perform no work.

- 11.2.2. Employees working an alternative work schedule may use any earned paid leave time to make up the difference between the eight hours of holiday pay and the hours they are scheduled to work on the holiday. If a holiday falls on the employee's day off, the employee shall be paid for the holiday. However, holiday hours paid for a holiday falling on the employee's day off shall be paid at straight time for the hours.
- 11.2.3. If a holiday falls on a Saturday, the holiday shall be observed on the preceding Friday. If a holiday falls on a Sunday, the holiday shall be observed on the following Monday. Individual employees who work on both the legal holiday and the day of its observance will receive the holiday work premium on either day, but not both.
- 11.2.4. Holidays occurring during a period of paid leave shall be charged as paid holiday leave and shall not be charged against paid leave bank. Employees in a leave without pay status on either the regularly scheduled workday before or after the paid legal holiday are not entitled to holiday pay.
- 11.2.5. Part-time, Project, or Job-share employees do not receive pay for holidays not worked unless they meet benefits eligibility criteria as stated in this policy. If eligible, holiday pay will be pro-rated accordingly to FTE status.

12. **PAID TIME OFF (PTO)**

- 12.1. Paid Time Off (PTO) provides employees with flexible paid time off from work that can be used for vacation, personal or family illness or issues, doctor appointments, school, volunteering, and other activities of the employee's choice.

Completed Years of Service	Monthly Accrual	Total Hours per Year	Equivalent # of Days per Year	Maximum Accrual	Maximum Payout at Termination
		<i>Monthly accrual x 12</i>	<i>Annual Hours / 8</i>	<i>Annual accrual x 2</i>	<i>Allocated % of Bank Balance at Termination</i>
Start	16.6667	200.0004	25.00005	400.0008	50%*
1	18.6667	224.0004	28.00005	448.0008	75%
2	18.6667	224.0004	28.00005	448.0008	75%
3	20.6667	248.0004	31.00005	496.0008	75%
4	20.6667	248.0004	31.00005	496.0008	85%
5	20.6667	248.0004	31.00005	496.0008	85%
6	24.6667	296.0004	37.00005	592.0008	85%
7	24.6667	296.0004	37.00005	592.0008	90%
8	24.6667	296.0004	37.00005	592.0008	90%
9	26.6667	320.0004	40.00005	640.0008	90%
10	26.6667	320.0004	40.00005	640.0008	95%
11	26.6667	320.0004	40.00005	640.0008	95%
12	28.6667	344.0004	43.00005	688.0008	95%
13	28.6667	344.0004	43.00005	688.0008	95%
14	28.6667	344.0004	43.00005	688.0008	95%
15	30.6667	368.0004	46.00005	736.0008	95%
16	30.6667	368.0004	46.00005	736.0008	95%
17	30.6667	368.0004	46.00005	736.0008	95%

18	32.6667	392.0004	49.00005	784.0008	95%
16	32.6667	392.0004	49.00005	784.0008	95%
20+	32.6667	392.0001	49.00005	784.0005	95%

**Note: hours are accrued on a pay-period basis. Actual accruals will be calculated by the HR/Payroll system and will be subject to rounding and payroll timing.*

12.2. PTO Accrual

- 12.2.1. Employees shall accrue PTO while in paid status. No accrual shall occur during unpaid leave or during hours worked beyond the employee's regular full-time schedule. Part-time employees shall accrue PTO on a pro-rated basis. Employees will receive a pro-rated accrual if they are in a paid status less than 75% of their regular schedule. Accruals do not occur during an unpaid leave of absence or for hours worked beyond the employee's regular full-time schedule.
- 12.2.2. Eligible employees begin accruing PTO from the first day of employment. Employees are not eligible to receive termination pay-off until after the completion of six (6) months of service.
- 12.2.3. Leave cannot be used until it is accrued and must be available in the employee's account before being available for use. Hours accrued in a pay period cannot be used in the same pay period.
- 12.2.4. Service for PTO accrual purposes shall be based upon the adjusted accrual date with Great Rivers BH-ASO.

12.3. Maximum Accumulation: As described in the PTO chart, accruals cease upon reaching the maximum accumulation and will re-start when the employee's balance is below maximum accrual limits.

- 12.3.1. The following rules govern the use and/or compensation for accrued PTO:
- 12.3.1.1. All requests for PTO shall be approved through procedures established by Great Rivers BH-ASO and the unit manager. Generally, prior written approval will be expected. Verbal approval may be allowed at the unit manager's discretion.
- 12.3.1.2. If a listed holiday recognized under this Policy falls on a PTO day, the holiday shall not be counted against the employee's PTO bank if the employee would otherwise be eligible for the holiday.
- 12.3.1.3. PTO shall, when used, be charged in minimum units of one-quarter (.25) hour, rounding to the nearest quarter-hour.
- 12.3.1.4. PTO shall be compensated at the employee's regular base rate of pay excluding out-of-classification pay and other premium and incentive pay.

12.4. Termination Pay-Off: Upon termination of employment with more than six (6) months of service the employee shall be paid for all accrued and unused PTO at his or her final base hourly rate of pay, up to the Maximum Payout shown in the chart above. If the employee is rehired within twelve (12) months of separation, the portion of accrued PTO that was not cashed out will be reinstated to their accrued leave bank.

- 12.4.1. Transfer from one unit to another is not regarded as a termination of employment and the employee is not entitled to pay-off for the accrued leave because of the transfer.
- 12.4.2. Other provisions:
- 12.4.2.1. All notifications of unplanned (not pre-arranged/pre-approved) use

of PTO must comply with Great Rivers BH-ASO and the unit manager's call-in absent or call-in late notification procedures and expectations.

- 12.4.2.2. Refer to Great Rivers BH-ASO attendance and dependability policy regarding the possible impact of the use of PTO on employee attendance and dependability expectations. Employees are responsible for adequately managing their leave banks. PTO is intended NOT only for vacation purposes, but ALSO to address other life needs such as family needs, personal engagements, and health issues.
- 12.4.2.3. Employees must use and exhaust any PTO leave bank balance before they may take any unpaid leave.
- 12.4.2.4. Any leave from work, regardless if pre-arranged or not, during a pay period when the employee has a zero PTO bank balance will be considered as unpaid leave, unless other pre-approved arrangements are authorized such as flexible time arrangements.

13. Paid Time Off (PTO) – other policy administrative information

13.1. Accrual

- 13.1.1. Employees shall accrue PTO while on paid status. No accrual shall occur during unpaid leave or for hours worked beyond the employee's regular schedule. Eligible Part-time and Job-share employees shall accrue PTO at the applicable pro-rated basis.
- 13.1.2. Eligible employees begin accruing PTO from their first day of employment. Employees are not eligible to receive any termination pay-off until the completion of six (6) months of service.
- 13.1.3. Service for PTO accrual purposes shall be based on the total length of continuous active service with Great Rivers BH-ASO.

13.2. Use

- 13.2.1. PTO may be used for any purpose and shall be compensated at the employee's regular base rate of pay, excluding out-of-classification pay and other premium and incentive pay.
- 13.2.2. PTO shall be deducted from the employee's accrual bank in increments of one-quarter of an hour (1/4 hour or .25 hour). Time used in increments of less than one-quarter of an hour (1/4 hour or .25 hour) will be rounded to the nearest quarter-hour.
- 13.2.3. Holidays occurring during a period of leave with pay shall be charged as paid holiday leave if the employee is in a paid status the day before and the day after the holiday. Paid holiday time will not be charged against an employee's PTO leave balance.
- 13.2.4. Nothing in this section shall be construed to guarantee approval of an unpaid leave of absence or exempt the employee from corrective action for attendance problems.
 - 13.2.4.1. Employees must use PTO for illness or immediate family illness and healthcare and dental appointments before unpaid leave may be allowed as required by state and federal family leave laws and administrative regulations. This includes healthcare and dental appointments for the employee or members of the employee's immediate family requiring the attendance of the employee.

Employees shall make a reasonable effort to schedule these appointments during off-duty hours or when it is least disruptive to Great Rivers BH-ASO operations and/or the employee's duties.

13.3. Reporting and Approval Requirements

13.3.1. All requests for time off shall be approved through procedures established by Great Rivers BH-ASO. Generally, prior written approval will be expected. Oral approval may be allowed at Great Rivers BH-ASO's discretion. Employees who need to use PTO must report to their supervisor as soon as reasonably possible and no later than fifteen minutes before their scheduled shift starting time; or as otherwise established by Great Rivers BH-ASO policies and procedures; or following an attendance improvement plan. Employees must call in on each day of unscheduled absence unless other acceptable arrangements have been made with the supervisor for the extended leave of absence. The employee will not be required to report daily absences during pre-arranged and approved leave unless the leave status is changing such as extensions or changes in return-to-work date.

13.3.2. Partial Cash-Out

13.3.2.1. After one (1) year of service, employees may cash out a partial amount of their PTO accrual bank up to forty (40) hours per event, while maintaining a PTO bank balance of at least eighty (80) hours. Partial Cash-Out opportunities are offered only twice per year during the Payroll for pay periods of June 1-15 and December 1-15.

13.3.2.2. Eligible employees may request partial cash-out by submitting a written request by June 1 for the June 1-15 pay period and December 1 for the December 1-15 pay period. Employees interested in this program must complete and submit the PTO Cash-Out Request form to Payroll/Finance by the applicable dates above. Any exception must be approved by the CED.

14. COMMUNITY SERVICE TIME (CST):

14.1. The purpose of Great Rivers BH-ASO's Community Service Time (CST) program is to support volunteer activities that enhance and serve the communities in which we live and work.

14.2. This program intends to create community engagement opportunities for Great Rivers BH-ASO employees that are meaningful, purposeful and helps those in need. At the same time, Great Rivers BH-ASO recognizes that participating in these activities will also enrich and inspire the lives of our employees. Community is not defined as just local community but may encompass a global perspective.

14.3. AMOUNT OF TIME

14.3.1. Full-time employees may be eligible for up to thirty-two (32) hours of community service time to participate in eligible community service activities when an employee would otherwise be scheduled to work.

14.3.2. CST will be paid at the employee's normal rate of pay for community service hours taken. CST is refreshed at the beginning of each calendar year and cannot be accrued or carried over into the following year ("use it or lose it"). For PTO accruals, CST time is considered the same as hours worked.

14.4. ELIGIBILITY

14.4.1. Full-time employees that are regularly scheduled to work thirty (30) hours or more per week are eligible to participate in this program after one (1) month of employment.

14.4.2. To qualify for CST, an employee should be volunteering for a community or nonprofit organization that is designated as 501 (c)(3) or 501 (c)(6) by the Internal Revenue Service (IRS), for a school, or a city, county, state, or federal board, council, or election department.

- 14.4.2.1. Examples of activities include, but are not limited to:
 - 14.4.2.1.1. Volunteering at a local school (chaperoning, working at a book fair, reading, whether an employee's child attends the school or not).
 - 14.4.2.1.2. Helping set up tables and chairs or checking in participants at a charity race.
 - 14.4.2.1.3. Serving on advisory boards, councils, or boards of directors of nonprofit organizations.
 - 14.4.2.1.4. Donating blood.
 - 14.4.2.1.5. Serving as an election official for a general election.
- 14.4.2.2. Examples of activities not eligible for community service time include, but are not limited to:
 - 14.4.2.2.1. Partisan political activities such as campaigning on behalf of a candidate or political party.
 - 14.4.2.2.2. Religious activities not involving community service.
 - 14.2.2.2.3. Running in a charity road race or playing golf in a charity tournament.
 - 14.2.2.2.4. Parental activities such as parent-teacher conferences or attending school concerts or sporting events.
 - 14.2.2.2.5. Court-mandated community service.

14.5. PROCESS

- 14.5.1. Managers will make every effort to accommodate an employee's CST request provided the request is submitted at least two (2) weeks in advance and is done using the CST request form.
- 14.5.2. With the manager's approval, an employee may use PTO for time away to volunteer for any ineligible activities. To avoid significant business interruptions, the employee's manager must approve the request for time away in advance.
- 14.5.3. The manager should consult with Human Resources with any questions or concerns before approving or denying the request. Approval is subject to business need and is at the discretion of the employee's manager and Human Resources.
- 14.5.4. Unused community service time hours cannot be transferred to another employee, carried over into the next year, or paid out as a lump sum during leave or at termination.
- 14.5.5. Great Rivers BH-ASO reserves the right to modify, amend, suspend, or discontinue this program at any time without prior notice. Great Rivers BH-ASO also reserves the right to revoke approval if at any time the employee is not considered to be in good standing or if it is felt that the employee is misusing the program.

15. LEAVE DONATION PROGRAM

- 15.1. The Leave Donation Program provides for voluntary sharing of accrued leave between employees in the event of a severe, extraordinary, or life-threatening illness or injury that causes an employee to be incapacitated to work for an extended period, or whose covered family member has a severe health condition or injury incapacitating them and necessitating the employee's leave from work to care for this covered family member. This leave would result in the employee exhausting all their own paid leave, and where the

leave will extend for a significant amount of time, would result in the employee going into unpaid leave.

- 15.2. This program is not an additional leave entitlement or benefit, but rather a means of allowing employees to voluntarily assist one another in a time of need. This policy is not intended to cover an employee who is experiencing incidental or short-term illness or injuries, has an illness or injury covered by the long-term disability or worker's compensation program, or has incurred an injury during committing a crime. Great Rivers BH-ASO retains full discretion to determine whether an employee's circumstances are eligible under this policy.
- 15.3. Each instance or case of leave and approved medical condition shall stand-alone and on its own merits. An employee who was receiving leave donations for one covered circumstance, and who subsequently develops another eligible circumstance (even if a reoccurrence of the same condition), will have to reapply for donations under the benefits of this program for the new circumstance.

15.4. **DEFINITIONS**

- 15.4.1. **Covered family member:** Legal spouse, domestic partner, biological children, child guardian/award of the court, stepchildren, and children of a domestic partner, and/or the employee's mother and father.
- 15.4.2. **Covered severe, extraordinary, or life-threatening illness or injury:** A health condition or injury that is severe enough to cause impairment or disability, physical or mental, temporary or long-term, and that a health care provider certifies as totally incapacitating and disabling the employee to work, or that requires the employee to assist in the direct care and assistance of daily essential life activities for a covered family member.

15.4.3. **Eligibility**

- 15.4.3.1. An employee is eligible for leave accrual benefits when:
 - 15.4.3.1.1. They have completed one (1) year of service;
 - 15.4.3.1.2. They have been absent from work for a covered circumstance under this program for an extended period of more than ten (10) consecutive days; and
 - 15.4.3.1.3. They have incurred at least five (5) consecutive days of unpaid leave.
- 15.4.3.2. Leave to care for covered family members will be considered on the same basis.

15.4.4. **Leave Donations Benefit Use Limits**

- 15.4.4.1. Leave donations may be used for a maximum of ninety (90) calendar days in a twelve (12) month period and a maximum of one-hundred forty (140) hours of leave donations in a five (5) year period of cumulative employment.
- 15.4.4.2. Employees on full-time leave for their health or injury lasting more than ninety (90) days may be eligible to apply for long-term disability plan benefits.

- 15.4.5. **Unpaid leave of absence:** For this policy, it is an extended period of leave without pay for a covered circumstance that has been approved by the unit manager or CED.

15.5. **ELIGIBILITY TO RECEIVE DONATION**

- 15.5.1. An employee may request and receive leave donations if:

- 15.5.1.1. The employee is suffering from a severe, extraordinary, or life-threatening illness or injury that causes the employee to be incapacitated to work for an extended period, or
 - 15.5.1.2. The employee has a covered family member who has a severe health condition or injury incapacitating them and necessitating the employee's leave from work to care for this covered family member, which has caused or is likely to cause the employee to take extended leave without pay or to terminate employment.
- 15.5.2. The employee must meet all the following criteria:
- 15.5.2.1. The employee meets eligibility and meets benefit use limits as stated in this policy definitions;
 - 15.5.2.2. The employee has or will exhaust all accrued and applicable paid leave, including comp-time;
 - 15.5.2.3. The employee must submit to Human Resources a Request for Leave Donations form no later than the payroll due date of the applicable pay period;
 - 15.5.2.4. Provide medical certification of the covered illness/injury, and where applicable, the need for the employee's presence to assist in the care and essential life activities of a covered family member; Medical information submitted for Family Medical Leave may be considered in determining eligibility for requesting donated leave;
 - 15.5.2.5. Part-Time Leave Donations: An employee who has been eligible and has been receiving leave donations for their own severe, extraordinary, or life-threatening illness, health condition, or injury, and is still under recovery and/or specialized treatment process (in addition to follow-up appointments), but are able and medically released to work a reduced schedule and/or with an intermittent need for leave, may request part-time leave donations to access the unused portion of the ninety (90) day period of the donation eligibility time under the program and use the number of days on a pro-rated basis.

15.6. ELIGIBILITY TO DONATE

- 15.6.1. An employee may donate accrued leave to another employee when they meet all the following criteria:
 - 15.6.1.1. Is a regular employee eligible for leave benefits and has completed one (1) year of service;
 - 15.6.1.2. Complete and submit a Leave Donation Form to Human Resources by the payroll due date for the applicable pay period;
 - 15.6.1.3. Must retain no less than eighty (80) hours of paid leave accruals at the time of the donation or a prorated amount based upon the employee's FTE;
 - 15.6.1.4. Donations must be at a minimum of four (4) hours;
 - 15.6.1.5. All donations are non-refundable and will remain in the receiving employee's donation leave bank for this approved leave donation case until the leave and/or leave donation case is closed;
 - 15.6.1.6. Donor's forfeited leave accruals because they reached the maximum PTO accrual are not eligible to be donated; and
 - 15.6.1.7. The donation of leave is voluntary, and the information will be

maintained as confidential as operationally possible.

15.7. PROCESS

- 15.7.1. The employee requests leave donations by completing the "Leave Donation Request Form" and submitting it and medical certification to Human Resources.
- 15.7.2. Human Resources will determine eligibility and applicability and will submit the approved forms to Finance.
- 15.7.3. If the employee is not able or available to complete the Leave Donation Request Form, the employee's verifiable next of kin may request on behalf of the employee. In extraordinary circumstances, where the employee or next of kin are unable to complete the request form, a manager or supervisor may complete the form on behalf of the employee upon receiving phone or email notification of the need and interest in requesting leave donations. In both situations, medical certification is still required and must be obtained before determining eligibility.
- 15.7.4. Employees must submit a Leave Donation Request Form for each separate instance and case.
- 15.7.5. Donations will be administered by the payroll staff and maintained in a "donation bank" for each case. The payroll staff will make an equitable effort to pro-rate the use of donations in the bank from all donors. The recipient will only be provided with the amount of donated leave time that is needed each pay period to keep the employee in a paid status for the pay period. Excess donations remaining after the leave ends or the employee is no longer eligible or in need of donations, will be credited back to all donors' banks on a pro-rated basis.
- 15.7.6. The Leave Donation Request Form and medical certification must be received and processed no later than the morning of the payroll due date for the applicable pay period. Great Rivers BH-ASO will not process or apply donations retroactive to previous pay periods; therefore, it is the responsibility of the employee to ensure all eligibility requirements are met promptly.
- 15.7.7. Donations will not be applied until Human Resources determines that all program eligibility requirements to receive donations have been met.
- 15.7.8. A solicitation of leave donations will be prepared by Human Resources via email notice to all Great Rivers BH-ASO employees. In the interest of timely payroll submissions and the absence of the Human Resources representative, the employee's supervisor may send the request for donations. The solicitation for donation will be in a standard format. Protected Health Information (PHI) and any additional information to support the request will be restricted to the information the employee has authorized to include.
- 15.7.9. Leave accrual while on Leave Donation Program: an employee continues to accrue PTO if they meet benefits and accrual eligibility as defined in the policy. Accrued leave must be exhausted before additional donations are applied.
- 15.7.10. **Tax Implications for the recipient:**
 - 15.7.10.1. The use of any donated leave will constitute wages for the recipient subject to all payroll tax withholdings.
 - 15.7.10.2. Shared leave or leave donation payments received by employees who are not state employees, do not qualify as reportable compensation to the State of Washington Department of Retirement Systems. Such payments are not for services rendered, nor are they specifically included within the statutory definition of earned compensation (own paid leave or worked time).
- 15.7.11. Tax Implications for the donor: The donor receives no benefits or tax penalties for

the donation.

16. NOTICE OF PRIVACY

16.1. PRACTICES PURPOSE

- 16.1.1. This notice describes how protected health information and other identifying information may be used and disclosed and how one can get access to this information. Great Rivers BH-ASO respects the privacy of private health information.
- 16.1.2. The law protects the privacy of the health information employees give to Great Rivers BH-ASO within the operational needs to administer benefits, including determining eligibility and complying with legal requirements, such as processing requests for workplace accommodations. Within operational needs, Great Rivers BH-ASO will share an employee's health information within Great Rivers BH-ASO staff on a need-to-know basis for the above-listed purposes. Federal and State law allows Great Rivers BH-ASO to use and share employees' health information for treatment and health care reasons without approval. State law requires Great Rivers BH-ASO to get an employee's approval to give this information to the employee's insurance company so they can pay the employee's medical bill(s). Great Rivers BH-ASO will not give out health information to others unless the employee grants permission to do so or as required by law.

16.2. PROTECTED HEALTH INFORMATION (PHI) RIGHTS

- 16.2.1. Employees have many rights under State and Federal laws involving health information. Great Rivers BH-ASO may not approve everything an employee asks for, but Great Rivers BH-ASO may have reasonable alternatives if an employee disagrees with Great Rivers BH-ASO's decision. Employees have a right to request and receive a copy of the most current Notice and ask questions about it.
- 16.2.2. Employees may also ask for the following in writing:
 - 16.2.2.1. To limit how health information is used.
 - 16.2.2.2. To have health information sent in a private manner or a certain place.
 - 16.2.2.3. To inspect and obtain a copy of the health information Great Rivers BH-ASO possesses. Great Rivers BH-ASO may charge a fee for copies.
 - 16.2.2.4. To correct or add to health information if it is wrong, or something is missing.
 - 16.2.2.5. To withdraw written approval of using and sharing health information. Great Rivers BH-ASO cannot take back information that has already been sent out.
 - 16.2.2.6. To obtain a list of who has received copies of their health information. Employees may get this list, without charge, once every twelve (12) months.
- 16.2.3. There are certain reasons under the law where Great Rivers BH-ASO cannot approve requests.
- 16.2.4. Great Rivers BH-ASO must:
 - 16.2.4.1. Keep health information private and safe.
 - 16.2.4.2. Train staff to keep health information private and safe.
 - 16.2.4.3. Follow the information in this notice.
 - 16.2.4.4. Give a copy of this notice.

16.2.4.5. provide information on how to make a complaint.

16.2.5. Great Rivers BH-ASO reserves the right to change this notice. If Great Rivers BH-ASO makes a new notice, Great Rivers BH-ASO will give employees a copy of the new notice by mail, fax, email, or in person.

16.3. OTHER USES & DISCLOSURES OF HEALTH INFORMATION

16.3.1. Great Rivers BH-ASO will obtain employee approval to use or share information in ways not covered by this notice. The employee has the right to withdraw the approval at any time.

16.3.2. Family and Friends: To administer benefits and employment status, Great Rivers BH-ASO may talk about an employee's health information with a spouse or verifiable next-of-kin who is serving as the representative who helps provide and pay for medical care. Great Rivers BH-ASO may also speak to an employee's spouse or verifiable next-of-kin if the employee has provided the appropriate authorization to do so or if there is an emergency.

16.3.3. Great Rivers BH-ASO will tell them only what they need to know to help an employee. Employees have the right to consent to this use or to share health information. If an employee does not give consent, Great Rivers BH-ASO will not use or share their health information with their family or friends.

16.3.4. Under federal law, Great Rivers BH-ASO may also use and share an Employee's PHI without approval for the following reasons:

16.3.4.1. To Medical Researchers: Employee's approval is not required when a study does not let other people know who was included in the study. The research must be set up to protect privacy.

16.3.4.2. To Funeral Directors, Medical Examiners, and Coroners: To let them do their jobs such as identifying a body or the cause of death.

16.3.4.3. To US Food and Drug Administration (FDA): To handle product recalls or problems with food, nutritional supplements, and products such as vaccinations or birth control.

16.3.4.4. To Workers' Compensation: To process a workers' compensation claim regarding a work-related injury or illness.

16.3.4.5. For Public Health and Safety:

16.3.4.5.1. To public health or legal authorities;

16.3.4.5.2. To prevent or control disease, injury, or disability;

16.3.4.5.3. To report births, deaths, and other vital statistics; and

16.3.4.5.4. To reduce a serious, immediate threat to the health or safety of individuals or the public.

16.3.4.6. To Report Suspected Abuse or Neglect: Of a child or adult to proper agencies.

16.3.4.7. To Correctional Facilities: If an employee is in jail or prison, as needed for the employee's health or the health and safety of others.

16.3.4.8. For Law Enforcement Purposes: To an officer of the law to report a crime, an agency investigating a crime, or if an employee is the victim of a crime.

16.3.4.9. To Health & Safety Oversight Agencies: Great Rivers BH-ASO may share health information with an agency that reviews local health

programs such as the Washington State Department of Health.

- 16.3.4.10. For Disaster Relief: Great Rivers BH-ASO may share health information with disaster relief agencies to let family or friends know about an employee's condition.
- 16.3.4.11. To US Military Authorities: If an employee is a member of the military, the law may require Great Rivers BH-ASO to provide health information necessary to carry out a military mission.
- 16.3.4.12. For Courts or Lawsuits: As required by a subpoena, court order, or to defend a lawsuit.
- 16.3.4.13. For National Security: Great Rivers BH-ASO may share health information with the federal government for national security or special federal investigations.
- 16.3.4.14. To Business Associates: These are people or agencies who help Great Rivers BH-ASO serve employees. The law allows Great Rivers BH-ASO to give them enough information to do their jobs. Great Rivers BH-ASO requires them to protect an employee's information just like Great Rivers BH-ASO does. For example, this could include a collection agency.

16.4. FOR ASSISTANCE WITH THIS NOTICE OR TO TURN IN A COMPLAINT

- 16.4.1. Employees should contact Great Rivers BH-ASO's HR or Privacy Officer if they have questions, need more information, or want to report a problem regarding how Great Rivers BH-ASO handled their PHI. If an employee believes their privacy was not protected, the employee may talk with any staff member right away. Employees may send written complaints to Great Rivers BH-ASO's Privacy Officer or file a complaint with the U.S. Secretary of Health and Human Services.
- 16.4.2. Great Rivers BH-ASO respects an employee's right to file a complaint and will not retaliate against the employee in any way.

16.5. DIRECT DEPOSIT

- 16.5.1. Great Rivers BH-ASO issues its payroll via Direct Deposit to the employee's financial institution account of their choice. Upon employment, employees are required to sign up for Direct Deposit. Employees will receive a paystub with all payroll data. To sign up for Direct Deposit or change the banking institution for Direct Deposit, employees must complete the appropriate form(s). Changes will be implemented in the next available payroll following submission. The Finance/Payroll department will make all reasonable efforts to implement the election or change in the next available payroll notwithstanding any problems establishing the election or change.

POLICY SIGNATURE

DocuSigned by:
Vickie L. Raines
2EC90BCF63204FC...

1/14/2022

Vickie Raines, Chair
Great Rivers BH-ASO Governing Board

Date