

WFSE-ABHS `21-`23 Tentative Agreement

Articles with changes (new language is highlighted):

5 (Discrimination)

7 (Hours of work and Overtime)

8 (Employee Training and Development)

10 (Employee Files)

13 (Discipline)

14 (Safety and Health)

15 (Employee Leave)

17 (Family and Medical Leave)

25 (Grievance Procedure)

28 (Benefits)

29 (Compensation)

33 (Term of Agreement)

All other articles unchanged

Article 5

Non-Discrimination

5.1 Under this Agreement, neither party will discriminate against, intimidate, restrain or coerce any employee in the exercise of rights granted by law or by this Agreement.

5.2 To the extent required by federal and state law, there will be no discrimination against any employee on the basis of race, color, creed, national origin, religion, political affiliation, military status, and status as an honorably discharged veteran, disabled veteran or Vietnam era veteran, age, sex, status as a breastfeeding mother, marital status, sexual orientation, gender expression, gender identity, any real or perceived sensory, mental or physical disability, genetic information, immigration status, citizenship or because of their participation or lack of participation in Union activities.

“Race” is inclusive of traits historically associated or perceived with race, including to, hair texture and hairstyles.

Article 7

Hours of Work and Overtime

7.1 Definitions

- A. Workweek: A regularly re-occurring period of one hundred and sixty-eight (168) hours consisting of seven (7) consecutive twenty-four (24) hour periods. Workweeks will begin at 12:00 a.m. on Sunday and end at 11:59 p.m. the following Saturday. If there is a change in the workweek, employees and the Union will be given prior written notice by the Employer. The regular hours of work will be consecutive.

- B. Workday: One (1) of seven (7) consecutive twenty-four (24) hours periods in a workweek.

- C. Work Shift: The hours an employee is scheduled to work each day in a workweek.

7.2 Work Schedules

- A. Regular Work Schedules
Other than employees on call, each employee will have a regular, assigned work schedule. The regular work schedule for employees covered by this Agreement will not be more than forty (40) hours in a workweek, with starting and ending times as determined by the requirements of the position and the Employer. The regular work schedule will include two (2) consecutive scheduled days off.

- B. Alternate Work Schedules

Employees may request alternate work schedules and such requests will be approved by the Employer, subject to operational needs and performance or attendance concerns. The Employer will consider employees' personal and family needs when scheduling, if requested.

C. Emergency Schedule Changes

The Employer may adjust an employee's schedule as a result of unforeseen emergent operational needs. **Specific notice requirements for low census are outlined under Article 7.5. D.**

D. Temporary Schedule Changes

Employees' workweeks and/or work schedules may be temporarily changed with proper notice from the Employer. A temporary schedule change is defined as a change lasting thirty (30) calendar days or less. Employees will receive not less than seven (7) days written notice of any temporary schedule change. The day notification is given is considered the first day of notice.

E. Permanent Schedule Changes

Employees' workweeks or work schedules may be permanently changed with proper notice from the Employer. Employees will receive ten (10) calendar days written notice of a permanent schedule change, which will include the justification for the schedule change. The day that notification is given is considered the first day of notice. The Employer will consider the employees' personal and family needs prior to implementing a permanent schedule change.

7.3 Unpaid Meal Periods

Unpaid meal periods for employees working more than five (5) consecutive hours will be a minimum of thirty (30) minutes and will be scheduled as close to the middle of the work shift as possible. Employees working three (3) or more hours longer than a normal workday will be allowed an additional thirty (30) minute unpaid meal period.

7.4 Rest Periods

Employees will be allowed one (1) rest period of fifteen (15) minutes for each one-half (1/2) shift of four (4) or more hours worked at or near the middle of each one-half (1/2) shift of four (4) or more hours.

7.5 Low Census

A. Activation

The low census process outlined in this section may be activated when the census of the Employer falls below ninety-five percent (95%) of its contract capacity. The low census process will be deactivated when the census rises above ninety-five percent (95%) of its contract capacity. During activation of the low census process, the minimum number of hours worked for part-time and full-time employees, as outlined in Articles 6.5.A and 6.5.B will be suspended temporarily.

B. Staffing and Scheduling

During the activation of the low census process, the Employer may reduce the number of employees scheduled to work, provided staffing is maintained at safe and adequate levels in accordance with Article 14.2 of this Agreement. The Employer will first attempt to satisfy its reduced staffing needs by requesting volunteers who wish to reduce their work hours temporarily. If there are not enough volunteers, the Employer may reduce the schedule of employees beginning with the least senior employee in the job classification and department in which reductions must occur. When the Employer must reduce schedules involuntarily, the maximum reduction will be eight (8) hours per week, per employee.

C. Duration

Low census activation may not exceed seven (7) calendar days in duration. If census levels remain below ninety-five percent (95%) for a period exceeding seven (7) calendar days, the

Employer may implement a layoff in accordance with Article 20 of this Agreement, Layoff and Recall.

D. Notice

Employees shall be notified as soon as practicable but at a minimum of five (5) days in advance of involuntary reduced hours due to low census. In the event such notice is not given and the employee reports for work, the affected employee shall receive a full day's pay for that regularly scheduled shift. The Employer will make a good faith attempt to notify the employee of a cancellation of a shift due to low census, first by a phone call or an in-person discussion. If the employee cannot be reached by phone or in person, a letter will be sent to the employee's home address on file with the Employer at least (5) days in advance. This pay provision shall not apply if the Employer is unsuccessful in notifying the employee despite a good faith attempt.

Upon written request (via letter or email) to Human Resources, employees will have access to daily reports that include updated patient numbers and current workforce needs. Employer will use best efforts to notify affected employees as soon as practicable when low census periods terminate and are anticipated to terminate.

7.6 Overtime

Overtime is defined as time that an employee works in excess of forty (40) hours in a workweek. In accordance with federal and Washington State wage and hour laws, the overtime rate will be 1.5 times the employee's regular rate of pay.

7.7 Overtime Calculation

For the purposes of calculating overtime, hours worked will include all hours spent in work status. The Employer will not change an employee's schedule by more than four (4) hours to avoid the payment of overtime.

7.8 Overtime Provisions

The Employer will determine the need for overtime, the number of employees needed, the classification of the employees, and the duration of the work. The Employer will first attempt to meet its overtime needs on a voluntary basis. Every effort will be made to provide overtime opportunities in an equitable manner.

In the event there not enough employees volunteer to work overtime, the Employer may require employees to work overtime. When involuntary overtime is required, it will be assigned to employees on duty in inverse order of seniority. The least senior employee who has not been previously required to work will be directed to work the hours until all employees have been required to work at which time the process will repeat itself. An employee may be excused from an involuntary overtime assignment, without consequences, once per quarter.

Article 8

Employee Training and Development

8.1 Objective

The Employer and the Union recognize the value and benefit of education and training designed to enhance employees' abilities to perform their job duties. Training and employee development opportunities will be provided in accordance with operational needs and available resources. Attendance at training will be considered time worked. During new employee orientation, employees shall be provided with a new hire onboarding checklist and the training plan for their classification. The training requirements for each classification will be consistent throughout the organization. Training plans will be reviewed annually by the Employer. If training requirements and training plans are changed or updated, the Union and employees will be promptly notified.

8.2 Collective Bargaining Agreement Training

The Employer and the Union agree that training for managers, supervisors and Union stewards responsible for the day-to-day administration of this Agreement is important. The Union will provide training to Union stewards and the Employer will provide training to managers and supervisors on this Agreement. Stewards will be allowed work time to participate in four (4) hours of scheduled training once during the term of this Agreement. The Union will provide the Employer with fourteen (14) days advance notice of the date and time that the training is scheduled to occur.

8.3 Licensure and Certification

The Employer and the Union recognize the necessity for employees to maintain all forms of appropriate licensure and/or certification to perform the duties of their assigned position. The Employer is responsible for fifty percent (50%) of the cost of maintaining any license and/or certification required after hire.

Certification and preparation for any exams will be completed on work time.

8.4 Required Training and Records

Time spent attending training required by the Employer will be considered time worked. If the Employer requires self-guided training (e.g. online trainings), Employees will be granted necessary equipment and reasonable time separate from regular job duties during their regularly scheduled shift to complete the training.

The Employer will maintain a record of all trainings successfully completed by the employee. If an employee provides documentation of other work-related training it will be recorded in the training record and retained in the employee's personnel file. An employee may request a copy of their training record.

8.5 Training or Professional Development Opportunities

Employees and supervisors may identify training and professional development opportunities that support the mission of the organization, the employee's position and duties, and the professional development of the employee. Employees may propose additional trainings to their supervisors or at Union Management Communication meetings. All identified opportunities may be distributed or posted at each of the Employer's locations.

Employer will consider implementing or funding all or part of any identified opportunity. And Employer will consider requests to complete any identified opportunity during the employees' regularly scheduled hours.

Article 10

Employee Files

10.1 Personnel Files

There will be one (1) official personnel file maintained by the Employer for each employee, at a location determined by the Employer. The Employer may also maintain additional files for the purpose of documenting attendance, payroll and medical information.

10.2 Employee Access to Files

Employees may examine their own files during their work shift, provided operational needs are met. Review of these files will be in the presence of an Employer representative. Employees will not be required to take leave to review their files. An employee may provide a written rebuttal to any information in the employee's files that the employee considers objectionable. Employees may have documents relevant to their work performance placed in their personnel files, upon request.

A copy of any material to be placed in an employee's personnel file will be provided to the employee upon request. The Employer will, upon request, provide the employee and/or their representative with a complete copy of the employee's file/s within fourteen (14) days of the date of the request. The employee and/or their representative will be charged up to ten cents (\$.10) per page for any file copy beyond the first copy requested.

10.3 Removal of Documents

Adverse material or information related to alleged misconduct that is determined to be false and all such information in situations where the employee has been fully exonerated of wrongdoing will be removed from the employee's personnel file. The Employer may retain this information in a legal defense file and it will only be used or released when required by a regulatory agency (acting in their regulatory capacity), in any legal action, or as otherwise required by law.

Upon request, records of disciplinary action will be removed from the employee's personnel file and placed into the legal defense file after three years, provided there have been no similar occurrences since the issuance of the discipline and the employee makes the request in writing.

10.4 Medical Files

Medical files will be kept separate and confidential in accordance with state and federal law.

Article 13

Discipline

13.1 The Employer will not discipline any employee without just cause. Prior to imposing discipline for performance deficiencies, the performance problem will be brought to the attention of the employee to provide them with the opportunity to receive any needed additional training or to correct the problem. Employees are expected to comply with the Employer's policies, agency contracts, and all applicable federal and state laws. The Employer is expected to ensure employees are aware of these requirements.

13.2 Corrective action is not discipline, occurs prior to discipline, and is focused on improving the employee's performance. Corrective opportunities for improvement of performance deficiencies may include, but are not limited to coaching, counseling, and written notification regarding failure to meet expectations. As part of the corrective action process, the Employer will provide the employee with a written correction plan that outlines specific problem area(s), performance objectives, expectations for remedying, and a timeframe for improvement.

The Employer will schedule a follow-up meeting between the employee and the supervisor approximately four (4) weeks (accounting for leave) after the employee's receipt of the correction plan to assess whether the deficiency has been remedied or whether further meetings, training, or retraining is required. Upon request from an Employee, any documentation of a corrective action that is retained in the personnel file will be purged from the file no later than twelve (12) months following the date the documentation was created, unless circumstances warrant otherwise.

The Employer may place the corrective action plan, as well as the resolution, in the legal defense file and it will only be used or released when required by a regulatory agency (acting in their regulatory capacity), in any legal, or as otherwise required by law.

13.3 Discipline is defined as verbal reprimands, written reprimands, final warning, reductions in pay, suspensions, demotions and discharges/terminations. Verbal reprimands will be documented as such.

13.4 Progressive discipline is the process of using increasingly severe steps or measures when an employee fails to correct a problem after being given clear expectations and a reasonable opportunity.

When disciplining an employee, principles of progressive discipline will apply, however, higher level discipline may be imposed in accordance with just cause.

13.5 When disciplining an employee or providing corrective action, the Employer will maintain the privacy and confidentiality of the employee, to the extent allowed by law and the Employer's contract requirements.

13.6 Investigations

- A. Upon request, employees have the right to Union representation at investigatory interviews. Employees seeking representation are responsible for contacting their representative. The Employer will ensure that the employee is aware of their right to request Union representation prior to the start of any investigatory meeting.
- B. The role of the Union representative is to provide assistance and counsel to the employee during the investigation. Every effort will be made to cooperate with the investigative process. The Union representative may call for a caucus during the interview to consult with the employee for representational purposes.
- C. Employees subject to an investigatory interview will be informed of the allegations before they are asked to respond to questions regarding the allegations.

13.7 Administrative Leave

An employee may need to be placed on administrative leave during an investigation in order to protect the Employer's operations and/or the integrity of the investigation. Employees will not be prohibited from contacting their Union representatives during administrative leave. Should an employee's administrative leave exceed 72 hours, the employee will suffer no loss in pay as a result. Employees who are fully exonerated or for whom it is determined a form of discipline less than a termination is appropriate, will receive full payment for the initial 72 hours of administrative leave.

13.8 Criminal Justice Centers and Prison and Work Release.

Employees who are restricted from accessing a DOC facility as a result of an ongoing investigation will be offered an alternative work assignment for the length of the investigation. Employees on alternative work assignment will continue to receive their normal rate of pay.

13.9 Pre-Disciplinary Meetings

- A. Prior to imposing discipline, the Employer will inform the employee and the Union staff representative (if requested by the employee) in writing ("Letter of Intent") of the reasons for the contemplated discipline. The Letter of Intent will outline the proposed discipline, explain the evidence, include copies of written documentation relied upon to take the disciplinary action, and allow for the opportunity to review other evidence, if any. **The Letter of Intent will be provided to the employee at least seven days before the pre-disciplinary meeting.** The information will be sent to the Union on the same day it is provided to the employee if requested by the employee. The employee will be provided an opportunity to respond either at a meeting scheduled for a mutually agreed upon time, or in writing if the employee prefers. A pre-disciplinary meeting with the Employer will be considered time worked.
- B. The Employee will be provided copies of all disciplinary action taken. The Union will be

provided copies of all disciplinary action taken if requested by the employee.

- C. The employee will not receive more than one form of disciplinary action as a result of a finding that misconduct has occurred.

- D. The Employer will provide reasons for the disciplinary action taken at the time the action is taken or prior too, when possible. When circumstances warrant, the Employer may discipline an employee and then provide the reasons following the discipline.

Article 14

Safety and Health

14.1 Objective

The Employer, the employee and the Union have a significant responsibility for workplace safety and health. The Employer will provide a work environment in accordance with safety standards established by the Washington Industrial Safety and Health Act (WISHA) and all applicable state and federal regulations. The Employer will ensure safe staffing levels at each facility.

14.2 Staffing

The Employer will ensure safe and adequate staffing levels at each facility, consistent with the requirements of WISHA, Washington's Department of Health, and other governing requirements.

14.3 Safety Equipment and Apparel

The Employer will provide required safety equipment in accordance with WISHA and the United States Occupational Safety and Health Administration (OSHA) standards. If necessary, training will be provided to the employee on the safe operation of the equipment prior to use.

14.4 Safety Committees

The Employer will form joint Safety Committees in accordance with WISHA requirements for each work location where there are eleven (11) or more employees. Safety Committees will consist of Union-selected employees (50% of the members) and Employer-selected members (50% of the members).

Meetings will be conducted in accordance with WAC 296-800-13020. Committee recommendations will be forwarded to the Administrator or their designee for review and action. The Administrator, or their designee, will report follow-up action/information to the Safety Committee. Safety Committee meetings will be held quarterly: January, April, July and October of each year. Unless the safety committees choose alternate dates, meetings will occur the second Tuesday of every quarter for Mission; the third Tuesday of every quarter for Cozza; and the fourth Tuesday of every quarter for Chehalis. Minutes from the Safety Committee will be posted by the Committee at each work location for the Employer on the Union Board. Each work location for the Employer also has a form posted on the Union Board where all employees may document safety concerns.

Employee participation in joint Safety Committee meetings held during the employee's work time will be considered time worked. Employees may request work schedule adjustments to participate in Safety Committee meetings.

14.5 Safe Working Conditions

Employees are encouraged to immediately report any unsafe working conditions to their supervisor and to the Safety Committee.

No employee shall be disciplined or retaliated against for reporting any unsafe working condition.

14.6 Hazardous or Unfit Work Site

If the Department of Labor & Industries declares a work site to be hazardous and unfit for work, affected employees may be assigned to alternative work sites until the hazardous condition is rectified. If assigned to an alternative work site, mileage between the worksite and the alternative worksite will be reimbursed, using the current IRS standard mileage rate, if an employee submits a request. If assignment to an alternative work site is not possible and the employees are sent home, they will receive their regular pay for all time they were scheduled to work on the day of the incident. For all subsequent days where the work site has been declared hazardous and unfit for work, but alternate work is not available, the employees may use any form of accrued leave as appropriate.

Article 15

Employee Leave

15.1 Vacation Leave

- A. Part-time and full-time employees, as defined in Article 6 Hiring and Appointments, covered by this Agreement are eligible for and will receive vacation leave as outlined in the table below. Vacation leave for part-time employees will be proportionate to the number of hours the part-time employee is in pay status.

Years of Employment	Hours of Vacation
During the first year	After six (6) months, twenty-four (24) hours
During the second year	88 hours per year
During the third and fourth years	120 hours per year
During the fifth and sixth years	144 hours per year
During the seventh and eighth years	168 hours per year
During the ninth and tenth years	176 hours per year
During the eleventh through fourteenth years	192 hours per year
During the fifteenth year and after	240 hours per year

- B. Employees may carry forward any unused vacation leave up to a maximum of fifty-six (56) hours.
- C. Vacation leave will be given each year on the employee's anniversary date.

- D. Employees are encouraged, for the purposes of maintaining their health and well-being and ensuring the availability of coverage, to take at least one week of consecutive days off per year.
- E. Employees will, to the extent possible, submit requests for vacation leave fourteen (14) days in advance of the planned absence. The Employer will, to the extent possible, approve requests within seven (7) days of the submission.

Vacation leave requests will be approved on a first come, first serve basis. When the Employer must deny one (1) or more requests based on operational needs, vacation leave approval will be granted by seniority within job classification. Previously approved vacation requests will not be rescinded as a result of this provision.

- F. Any employee who resigns or retires with at least fourteen (14) days' notice will be entitled to payment for any accrued vacation leave balance provided the employee works through the fourteen-day (14) notice period without using any leave.

G. Once each year, an employee is eligible to cash out up to forty (40) hours of vacation leave if:

1. The employee has at least a total of eighty (80) available vacation hours after the cash out is paid; and
2. The employee notifies payroll, using a written form approved by the Employer, by November 15 that they would like to convert the vacation leave to cash.

The conversion payment will be made in the December payroll, but no later than the end of the next pay period.

15.2 Sick Leave

- A. Part-time and full-time employees, as defined in Article 6 Hiring and Appointments, will be eligible for and will accrue sick leave according to Washington State law as follows: the greater of four (4) hours per month or one (1) hour for every forty (40) hours worked. Employees (part-

time and full-time) who have been employed for ninety (90 days and are covered by this Agreement may use their accrued sick leave pursuant to this Agreement.

B. Sick leave may be used for the employee or the employee's family members (defined below) for any of the following reasons:

1. A mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or to receive preventive medical care; or
2. When the employee's place of business, or the employee's child's school or place of care, has been closed by order of a public health official for any health-related reason; or
3. For leave that qualifies under the Domestic Violence Leave Act, chapter 49.76 RCW.

C. For the purposes of Article 15, family member includes family member as defined by RCW 49.46.210 and as broadened by this Agreement to include:

1. a child, including a biological, adopted, foster, stepchild, child-in-law or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status;
2. a parent, including a biological, adoptive, de factor, or foster, stepparent, parent-in-law or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child;
3. a spouse or a registered domestic partner;

4. a grandparent;
5. a grandchild; or
6. a sibling.

D. On December 31 of each year, employees will be allowed to carry forward any unused sick leave up to a maximum of eighty (80) hours. Employees may not accumulate more than one hundred (100) available sick leave hours.

E. Sick leave will accrue the first working day of each calendar month.

F. An employee must promptly notify his or her supervisor on the first day of sick leave and each day after, unless there is a documented mutual agreement to do otherwise. Within the Prison and Work Release program, employees will also notify the DOC shift commander. To the extent possible, employees will provide the Employer at least 90-minutes advance notice of unanticipated sick leave use.

G. The Employer may request medical verification for the following reasons, provided it does not result in an unreasonable burden or expense to the employee and does not exceed privacy or verification requirements otherwise established by law:

1. When the absence exceeds three (3) days and the Employer has reason to suspect abuse and can demonstrate those reasons upon request by the Union or the employee.
2. When the Employer has determined there is a need for medical certification verifying that the employee is able to safely return to work.

H. The Employer may not:

1. Require employees to find their own coverage for the use of sick leave;
2. Adopt or enforce any policy that counts the use of sick leave as an absence that may lead to or result in discipline; or
3. Discriminate or retaliate against employees for their use of sick leave.

- I. Employees who separate from employment and are re-employed within twelve (12) months will have restored all sick leave balances they had at the time of layoff or separation.
- J. For the pay period ending November 30 of each year, employees who have worked for the Employer for at least one year and have not used sick leave for the year ending November 30, will be paid an amount equal to eight (8) hours pay on their December 10 paycheck.

Each January, an employee whose sick leave balance at the end of the previous year exceeds forty-eight (48) hours will be eligible to convert sick leave in excess of forty-eight (48) hours to vacation leave. Notification of the request to convert these hours must be received by payroll via email or separate writing no later than January 31 of each year.

15.3 Jury Duty

Employees will promptly inform the Employer when notified of a jury duty summons and will cooperate in requesting a postponement of service if warranted. If selected to be on a jury, employees will be released from employment for the duration of their jury duty service.

15.4 Bereavement Leave

Upon completion of an employee's probationary period, an employee will be entitled to five days of paid bereavement leave if his or her family member (as defined above in 15.2 C) dies. Should an employee require more than five days of leave, the employee is entitled to use any combination of available paid leave and leave without pay. Should the Employer suspect abuse, verification may be requested from the employee.

15.5 Military Leave

The Employer will provide leave in accordance with The Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA 38 U.S.C. 4301-4335) in order for employees to report for required military duty, when called, or to take part in training or drills.

15.6 Leave Without Pay

- A. Employees may request and will be granted leave without pay for the following reasons:
1. Family and medical leave taken in accordance with Article 17
 2. Compensable work-related injury or illness leave
 3. Military leave
 4. Military Family Leave
 5. Domestic Violence Leave in accordance with RCW 49.76
 6. Child and elder care emergencies
 7. As otherwise provided for in this Agreement
 8. Conditions applicable for leave with pay
- B. Employees returning from approved leave without pay will be employed in the same position, or to a position with wages, benefits and working conditions that are equivalent to the position they held at the time the leave commenced.
- C. Requests for leave without pay will be submitted in writing. Employees will submit requests for leave without pay in advance to the extent possible. The Employer will respond promptly to requests for leave without pay.

15.7 Coverage

Employees are not responsible for scheduling and/or arranging coverage for their absence while on approved leave.

15.8 Work Related Injury or Illness

- A. The Employer will comply with Title 296 WAC, and all other applicable state and federal laws. An employee who sustains a work related injury or illness that is compensable under the workers' compensation law may elect to use paid leave in addition to any time-loss compensation up to an amount equivalent to one hundred percent (100% of their normal wages.

- B. Employees will not be required to use FMLA for work related injury or illnesses covered by workers' compensation.

15.9 Emergent Circumstances

If a facility remains operational but an employee is unable to report to work due to inclement weather or other emergent circumstances, the employee is entitled to use any combination of the employee's available paid leave and leave without pay. Within the Criminal Justice Centers and Prison and Work Release program, if a work location is inaccessible through no fault of the employee, the employee will be released from work with no loss in pay. Conversely, within the Criminal Justice Centers and Prison and Work Release program, if an employee is unable to leave the work location due to lockdown status, meals and other provisions will be provided in accordance with DOC policy.

15.10 Shared Leave Program

A. Eligibility to Participate

Employees may donate earned leave to a fellow employee who is authorized to use sick leave for the following reasons:

1. An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventive medical care;
2. To allow the employee to provide care for a family member with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care;
3. when the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason; and
4. absences that qualify for leave under the Domestic Violence Leave Act, RCW 49.76.

B. Donating Employees

The donating employee may donate any amount of vacation or sick leave, provided the donation does not cause the donating employee's vacation or sick leave balance to fall below forty (40) hours. For part-time employees, requirements for leave balances will be prorated.

C. Unused Shared Leave Balances

Any shared leave not used by the recipient during the leave incident/occurrence will be returned to the donor(s) within thirty (30) days of the recipient's return to work.

D. Employer Obligations

The Employer will determine eligibility for shared leave in accordance with Article 15.10.A within three (3) days of receipt of the request. The Employer will communicate an employee's eligibility for shared leave to all American Behavioral Health Systems employees within two (2) days of eligibility being determined. This communication shall be limited to the eligible employee's name, work location, the contact information necessary for making donations (Human Resources contact person) and any information the receiving employee has made a written request for the Employer to share.

E. Recipient Obligations

Employees requesting shared leave shall submit supporting documentation upon request.

F. Leave Conversion

Receiving employees will be paid their regular rate of pay. Therefore, one hour of shared leave may cover more or less than one hour of the recipient's **requested leave**. The Employer will use the converted dollar value of the leave from the donor when sharing with the recipient. Unused shared leave will be credited back to the donor at the donor's rate of pay.

15.11 Administrative Leave

When the Employer determines it is necessary to place an employee on administrative leave for the employee's own safety, the employee will suffer no loss in pay.

15.12 Assigned Area and Group Room Retention

Employer will make a good faith effort to return employees returning to work following a period of short-term leave to the same assigned areas (i.e., offices, group room and equivalent spaces) as the returning employee held prior to the leave. For purposes of this section, short-term leave is defined as approved leave for 30 calendar days or less.

15.13 Perfect Attendance Reward (PAR)

ABHS will give each non-exempt employee four (4) hours of PAR leave for every month each employee has perfect attendance. A month is calculated on a calendar month. Perfect attendance means arriving on-time for every shift in the month for which the employee is scheduled and working the entirety of every scheduled shift, regardless of the length of the shift. A scheduled absence is the only kind of permissible leave that will not affect an employee's attendance for purposes of earning a PAR. A "scheduled absence" only includes vacation or use of PAR time, both which must be scheduled in advance in accordance with the governing rules. A "scheduled absence" does not include sick leave.

Article 17

Family and Medical Leave

17.1 The Employer will comply with the federal Family and Medical Leave Act of 1993 (FMLA). It is not the intent of the parties to supersede, vary or add to the requirements set forth in FMLA.

A. Consistent with FMLA and WFLA, an employee who has worked for at least 12 months and for at least 1,250 hours during the 12 months prior to the requested leave is entitled to up to 12 workweeks of family medical leave in a 12-month period for one or more of the following reasons:

1. Parental leave for the birth and to care for a newborn child, or placement for adoption or foster care of a child and to care for that child;
2. Personal medical leave due to the employee's own serious health condition that requires the employee's absence from work;
3. Family medical leave to care for a spouse, son, daughter, parent, or state registered domestic partner as defined by RCW 26.60.020 and 26.60.030, who suffers from a serious health condition that requires on-site care or supervision by the employee. Because the FMLA does not recognize state registered domestic partners, an absence to care for an employee's state registered domestic partner in accordance with the WFLA will not be counted towards the 12 workweeks of FMLA.
4. Family medical leave for a qualifying exigency when the employee's spouse, child of any age or parent is on active duty or called to active duty status of the Armed Forces, Reserves or National Guard for deployment to a foreign country. Qualifying exigencies include attending certain military events, arranging for

alternate childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

5. Military Caregiver Leave will be provided to an eligible employee who is the spouse, child of any age, parent or next of kin of a covered service member. Eligible employees may take up to 26 workweeks of leave in a single 12-month period to care for the covered service member or veteran who is suffering from a serious illness or injury incurred in the line of duty.

During a single twelve 12-month period during which Military Caregiver leave is taken, the employee may only take a combined total of 26 weeks of leave for Military Caregiver Leave and leave taken for the other FMLA qualifying reasons.

The single 12-month period to care for a covered service member or veteran begins on the first day the employee takes leave for this reason and ends 12 months later, regardless of the 12-month period established for other types of FMLA leave.

- B. Entitlement to family medical leave for the care of a newborn child or newly adopted or foster child ends 12 months from the date of birth or the placement of the foster or adopted child.
- C. The 1,250-hour eligibility requirement noted above does not count paid time off such as time used as vacation leave, sick leave, or personal holidays.

17.2 The Employer will comply with the Washington State Family Leave Act of 2006 (WFLA) and Pregnancy Disability Act. It is not the intent of the parties to supersede, vary or add to the requirements set forth in either.

- A. The WFLA and FMLA run concurrently.
- B. The WFLA and Pregnancy Disability Act provide for a total of 12 weeks for:
 - 1. Leave for birth of a child of the employee and in order to care for the child;
 - 2. Leave for placement of a child with the employee for adoption or foster care;
 - 3. Leave to care for an employee's family member who has a serious health condition; and
 - 4. Leave because the employee has a serious health condition that makes the employee unable to perform the essential functions of his or her position.
- C. A woman facing a disability prior to or immediately following childbirth may be eligible for up to an additional six weeks of leave (for a total of 18 weeks) so long as it is certified by a medical provider as a serious health condition resulting in incapacity.

17.3. The Employer will comply with the Washington State Paid Family and Medical Leave Act (PFML), RCW 50A.04 et seq. This Agreement is not intended to modify the PFML.

- A. Employees qualify for leave under the PFML if they have worked a minimum of 820 hours (approximately sixteen hours per week) in Washington in a year. This hour-requirement may be earned at one job or combined from multiple places of employment.
- B. Employees may take PFML leave if they or a family member experience a qualifying event, which is defined by the statute and this Agreement is not intended to modify or alter the statute. A qualifying event generally includes medical leave; leave to bond with the employee's child during the first 12 months after the child's birth or the first 12 months after the placement of a child under the age of 18 with the employee; leave to participate in providing care for a family member due to the family member's serious health condition; and leave because of a qualifying military exigency.
- C. Medical leave is defined by the statute.
- D. Employees are responsible for completing and filing the proper paperwork with the State of Washington Employment Security Department. Employees must provide 30 days' notice to the Employer before the leave begins for a foreseeable event and if the

need for leave is unforeseeable, the employee must provide notice to the Employer as soon as practical.

17.3 The family medical leave entitlement period will be a rolling 12-month period measured forward from the date an employee begins family medical leave. Each time an employee takes family medical leave during the 12-month period, the leave will be subtracted from the 12 workweeks of available leave.

17.4 The Employer will continue the employee's existing employer-paid health insurance and benefits during the period of leave covered by family medical leave. The employee will be required to pay his or her share of insurance premiums.

17.5 The Employer has the authority to designate absences that meet the criteria of the family medical leave. An employee, who meets the eligibility requirements listed in Section 17.1, may request family medical leave run concurrently with absences due to work-related illness or injury covered by workers' compensation, at any time during the absence. Any employee using paid leave for a family medical leave qualifying event must follow the notice and certification requirements relating to family medical leave usage in addition to any notice requirements relating to paid leave.

17.6 The Employer may require certification from the employee's, family members, or the covered service member's health care provider for the purpose of qualifying for family medical leave.

17.7 Personal medical leave or serious health condition leave or serious injury or illness leave covered by family medical leave may be taken intermittently when certified as medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the Employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

17.8 Upon returning to work after the employee's own family medical leave qualifying illness, the employee will be required to provide a fitness for duty certificate from a licensed health care provider.

17.9 The employee will provide the Employer with not less than 30 days' notice before family medical leave is to begin. If the need for the leave is unforeseeable 30 days in advance, then the employee will provide such notice as is reasonable and practicable.

17.10 Definitions used in this article will be in accordance with the FMLA and WFLA.. The Employer and the employees will comply with existing and any adopted changes or regulations governing the FMLA and the WFLA.

Article 25

Grievance Procedure

25.1 Objective

The Union and the Employer agree that it is in the best interest of all parties to resolve disputes at the earliest opportunity and at the lowest level. The Union and the Employer encourage problem resolution between employees and management and are committed to assisting in resolution of disputes as soon as possible. In the event a dispute is not resolved in an informal manner, this Article provides a formal process for problem resolution.

25.2 Terms and Requirements

A. Grievance Definition

A grievance is an allegation by an employee or a group of employees that there has been a violation, misapplication, or misinterpretation of this Agreement, which occurred during the term of this Agreement. The term "grievant" as used in this Article includes the term "grievants."

B. Filing a Grievance

Grievances may be filed by the Union on behalf of an employee or on behalf of a group of employees.

C. Computation of Time

The time limits in this Article must be strictly adhered to unless mutually modified in writing. Days are calendar days, and will be counted by excluding the first day and including the last day of timelines. When the last day falls on a Saturday, Sunday or holiday, the last day will be the next day which is not a Saturday, Sunday or holiday. Transmittal of grievances, appeals and responses will be in writing, and timelines will apply to the date of receipt, not the date of postmarking. Grievances, appeals, and responses may also be submitted electronically.

D. Failure to Meet Timelines

Failure by the Union to comply with the timelines will result in the automatic withdrawal of the grievance. Failure by the Employer to comply with the timelines will result in the Employer granting the requested remedies.

E. Contents

The written grievance must include the following information:

1. A statement of the pertinent facts surrounding the nature of the grievance;
2. The date upon which the incident occurred;
3. The specific article and section of the Agreement violated;
4. The steps taken to informally resolve the grievance and the individuals involved in the attempted resolution;
5. The specific remedy requested;

6. The name of the grievant, or the group if it is a group grievance; and

7. The name and signature of the Union representative.

Failure by the Union to describe the steps taken to informally resolve the grievance at the time of filing will not be the basis for invalidating the grievance.

F. Resolution

If the Employer provides the requested remedy or a mutually agreed-upon alternative, the grievance will be considered resolved and may not be moved to the next step.

G. Withdrawal

A grievance may be withdrawn at any time.

H. Resubmission

If terminated, resolved or withdrawn, a grievance cannot be resubmitted.

I. Pay

Release time will be provided to grievants and union stewards in accordance with Article 24, Employee Rights and Article 4, Union Activities.

J. Consolidation

The Employer may consolidate grievances arising out of the same set of facts.

K. Bypass

Any of the steps in this procedure may be bypassed with mutual written consent of the parties involved at the time the bypass is sought. During the arbitration process outlined in Step Four, Arbitration, the parties may elect to waive written briefs and proceed with oral closing arguments. During the arbitration process outlined in Step Four, Arbitration, the parties may elect to waive the oral hearing and proceed with written briefing instead.

Expedited arbitration may be entered into upon mutual written consent of the parties. Except for the following, expedited arbitration shall follow the same process as outlined in Step Four, Arbitration:

1. No briefs will be filed or transcripts made;
2. The parties will endeavor to complete the hearing within one day; and
3. The award shall be rendered promptly by the arbitrator, no later than seven days from the date of the closing of the hearing.

L. Discipline

Disciplinary grievances will be initiated at the level at which the disputed action was taken.

M. Grievance Files

Written grievances and responses will be maintained separately from the personnel files of the employees.

25.3 Filing and Processing

A. Filing

A grievance must be filed within thirty (30) days of the occurrence giving rise to the grievance or the date the grievant knew or could reasonably have known of the occurrence. This thirty (30) day period will be used to attempt to informally resolve the dispute.

B. Processing

Step 1 - Human Resources Department:

If the issue is not resolved informally, the Union may present a written grievance to the human resources department within the thirty (30) day period described above. The Employer will designate a responsible human resources department representative who will meet or confer by telephone with a Union steward and/or Union staff representative and the grievant within fifteen (15) days of receipt of the grievance, and will respond in writing to the Union within fifteen (15) days after the meeting.

Step 2 – Administrator (Within PWR – Area Director):

If the grievance is not resolved at Step 1 or if the grievant reports directly to a Program Manager, the Union may request a Step 2 meeting by filing it with the responsible Administrator (within PWR – Area Director) within fifteen (15) days of the Union's receipt of the Step 1 decision. The responsible Administrator (within PWR – Area Director) will meet or confer by telephone with a Union steward and/or Union staff representative and the grievant within fifteen (15) days of receipt of the appeal, and will respond in writing to the Union within fifteen (15) days after the meeting.

Step 3 - Director (Within PWR – State Director):

If the grievance is not resolved at Step 2, the Union may move it to Step 3 by filing it with the Director (within PWR – State Director) within fifteen (15) days of the Union's

receipt of the Step 2 decision. The Director (within PWR – State Director) or designee will meet or confer by telephone with a Union steward and/or Union staff representative and the grievant within fifteen (15) days of receipt of the appeal, and will respond in writing to the Union within fifteen (15) days after the meeting.

Step 4 - Arbitration:

If the grievance is not resolved at Step 3, the Union may file a request for arbitration. The demand to arbitrate the dispute must be filed with the American Arbitration Association (AAA) within thirty (30) days of the Union's receipt of the Step 3 response.

C. Selecting an Arbitrator

The parties will select an arbitrator by mutual agreement or by alternately striking names supplied by the AAA, and will follow the Labor Arbitration Rules of the AAA unless they agree otherwise in writing.

D. Authority of the Arbitrator

1. The arbitrator will:
 - a. Have no authority to rule contrary to, add to, subtract from, or modify any of the provisions of this Agreement;
 - b. Be limited in his or her decision to the grievance issue(s) set forth in the original written grievance unless the parties agree to modify it.
2. If the issue of arbitrability is argued prior to the first day of arbitration, it may be argued in writing, by telephone, or by virtual hearing, at the discretion of the arbitrator. Although the decision on arbitrability may be made orally, it will be put in writing and provided to the parties.

3. By mutual agreement of the parties and approval of the arbitrator, arbitration hearings may be conducted via secure video conferencing platforms.

4. The decision of the arbitrator will be final and binding upon the Union, the Employer and the grievant.

E. Arbitration Costs

1. The expenses and fees of the arbitrator, and the cost (if any) of the hearing room, will be shared equally by the parties.

2. If the arbitration hearing is postponed or canceled because of one party, that party will bear the cost of the postponement or cancellation. The costs of any mutually agreed upon postponements or cancellations will be shared equally by the parties. If the cancellation is a result of factors outside the control of either party, then the cancellation costs will be shared equally by the parties.

3. If either party desires a record of the arbitration, a court reporter may be used. If that party purchases a transcript, a copy will be provided to the arbitrator free of charge. If the other party desires a copy of the transcript, it will pay for half of the costs of the fee for the court reporter, the original transcript and a copy.

4. Each party is responsible for the costs of its staff representatives, attorneys, and all other costs related to the development and presentation of their case. Every effort will be made to avoid the presentation of repetitive witnesses. The Union is responsible for paying any travel or per diem expenses for its witnesses, the grievant and the union steward.

If, after the arbitrator issues his or her award, either party files a motion with the arbitrator for reconsideration, the moving party will bear the expenses and fees of the arbitrator.

Article28 Benefits

28.1 Medical

Employees will be eligible for medical benefits on the first of the month following sixty (60) days of employment. Once eligible, an employee will remain eligible for the duration of their employment.

The employer will contribute the following dollar amounts per month for each toward medical premiums for each employee who is enrolled through June 30, 2022

In Area:

Core HMO \$2,000:

Employee Only Tier- Employer portion- \$430.44

All other tiers- Employer portion \$550.00

Access PPO \$2,000:

Employee Only - Employer portion- \$430.44

All other Tiers- Employer portion- \$600.00

Access PPO \$500:

Employee Only Tier- Employer portion- \$430.44

All other Tiers- Employer portion- \$600.00

Out of Area:

Access PPO \$2,000:

Employee Only Tier- Employer portion- \$479.03

All other tiers- Employer portion \$600.00

Access PPO \$500:

Employee Only Tier- Employer portion- \$479.03

All other tiers- Employer portion \$600.00

The parties understand that upon conclusion of negotiations the medical premiums implemented on July 1, 2021, are appropriate for deduction from the July 9, 2021 paycheck. If the Union creates a healthcare fund or trust prior to July 1, 2022, the parties agree to meet and discuss the possibility of converting all healthcare coverage over to the fund or trust.

28.2 Dental

Employees will be eligible for dental benefits on the first of the month following sixty (60) days of employment.

28.3 Vision (VSP)

Employees will be eligible for vision benefits on the first of the month following sixty (60) days of employment.

28.4 401K

The Employer will maintain existing 401K benefit levels for the life of this Agreement.

Article 29

Compensation

29.1 Classifications

The Employer will provide the Union, on an annual basis, with a complete job description for all classifications covered by this Agreement. The description will accurately reflect duties currently assigned to each classification. Employees will perform tasks appropriate for their job classification. Should an employee be required to perform tasks typically assigned to a higher paid classification, the employee will be compensated at the higher pay rate for the duration of the higher-level assignment. **The Employer shall only assign an employee the duties of a higher classification if the employee has first received the requisite training for that classification.**

29.2 Wages

A. Employees will be compensated for all hours worked.

B. On July 1, 2021, the following pay table will take effect for starting wages. All employees paid below the new starting wages will be moved up to the new starting wage.

The parties acknowledge that the new pay table includes the elimination of job classifications and the addition of new or updated job classifications. Upon request, the Employer will review reclassification requests within thirty (30) days and reclassify employees based on their duties and credentials.

Classification	Starting Wage
Admissions Clerk	\$ 16.50
Admissions Screener	\$ 16.50
Assessment Counselor	N/A
Behavioral Health Tech	\$ 17.00
Behavioral Health Tech II	\$ 17.35
Behavioral Health Tech Lead	\$ 17.75
Carpenter	\$ 18.00
Case Manager	\$ 17.50
Certified Nurse's Assistant	\$ 17.75
Comp/Audit Review Specialist	\$ 18.00
Co-Occurring SUDP	\$ 28.75
Co-Occurring SUDPT	\$ 20.91
Cook	\$ 17.50
Court Liasion	\$ 20.00
Dishwasher	\$ 16.50
DOSA Exam Specialist	\$ 26.14
DOSA Liasion	N/A
Dully Licensed MHP/SUDP	\$ 35.00
Dully Licensed MHPA/SUDP	\$ 32.00
Electrician	\$ 19.00
Front Office Administrator	N/A
Health Care Coordinator (HCC)	\$ 17.50
Housekeeper	\$ 16.50
Laundry	\$ 16.50
Lead Cook	\$ 18.50
Licensed Practical Nurse (LPN)	\$ 32.00
LICSW	\$ 34.00
LMHC, LSWIC, LASW	\$ 34.00
LMHCA, LSWAIC, LSWAA	\$ 28.23
Maintenance	\$ 16.50
Maintenance Leads	\$ 19.00
Peer Support Specialist	\$ 17.50
Pyschiatric Security Attendant (PSA)	\$ 19.00
PWR Admin. Tech.	N/A
PWR TC Coordinator (TCC)	\$ 19.34
Quality Assurance	\$ 16.50
Quality Assurance File Reviewer	N/A
Receptionist	\$ 16.50
Registered Nurse (RN)	\$ 50.18
SUDP	\$ 26.14
SUDPT	\$ 20.00
Tech Support (?)	N/A
Transportation Lead	\$ 18.00
Van Driver	\$ 17.00

C. Longevity raises of \$.50 will be awarded for employees on their anniversary dates for the following years: 1, 3, 5, 8, 11, 14, 17, 20.

D. After adjusting wages based on new starting wages above, a cost of living raise (COLA) will be applied on July 1, 2021, as outlined below. Specifically, all employees who meet the following criteria as of July 1, 2021, will receive the following COLA:

- 1 full year of service as of July 1, 2021: 1.5% COLA
- 2 full years of service as of July 1, 2021: 2% COLA
- 3 full years as of July 1, 2021: 2.5% COLA
- 4 full years of service as of July 1, 2021: 3.0% COLA
- 5 to 10 years of service as of July 1, 2021: 3.5% COLA
- 10+ years of service as of July 1, 2021: 4% COLA

E. On July 1, 2022, all employees who meet the following criteria will receive the following COLA:

- Years one through three (1-3) of service as of July 1, 2022: 1.5% COLA
- Years four through nine (4-9) of service as of July 1, 2022: 2% COLA
- Years ten plus (10+) of service as of July 1, 2022: 3% COLA

29.3 Assignment Pay

A. Hazard Pay.

Employees working in the COVID Isolation Unit will receive an additional rate of 30% of the employee's base hourly wage for the entirety of the shift.

B. Medication Cart Pay.

Employees who are assigned to the medication cart will receive additional pay of \$1.00 per hour in the year of this CBA and \$1.50 in the second year of this CBA, per hour for all hours worked on the day the employee is assigned to work the medication cart. The Employer will ensure all employees assigned to the medication cart are properly trained prior to being assigned.

29.4 Shift Differential

A. Employees who work evening shifts will be paid shift differential of \$1.00 per hour for all hours worked.

B. Employees who work night shifts will be paid a shift differential of \$2.00 per hour for all hours worked.

C. Day shift employees will receive evening shift differential for all hours worked between 6:00 PM and 11:59 PM and night shift differential for all hours worked between 12:00 AM and 6:00 AM.

Employees who work on the weekends will be paid a \$2.00 shift differential for each hour worked on the weekend. The weekend is defined as 12:00 a.m. on Saturday through Sunday at 11:59 p.m.

29.5 Call-Back

Employees who are contacted outside of their normally scheduled work hours and requested to report to work will receive four (4) hours of compensation at their regular salary rate in addition to all other compensation due.

29.6 Pre-Tax Health Premiums

The Employer agrees to provide employees with the option to pay the employee portion of health care premiums on a pre-tax basis as permitted by federal and tax law or regulations.

29.7 Pay Dates

Employees' compensation, including wages, leave taken, overtime or any other moneys owed will be paid to the employee as follows:

A. All compensation earned or money owed to the employee for the period from the first (1st) through the fifteenth (15th) of the month will be paid to the employee on the

twenty-fifth (25th) of the same month.

B. All compensation earned or money owed to the employee for the period from the sixteenth (16th) through the last day of the month will be paid to the employee on the tenth (10th) of the following month.

C. When pay dates fall on a weekend or a Holiday, the day prior to the weekend or Holiday will be considered the pay date.

29.8 Salary Overpayment Recovery

A. When the Employer has determined that an employee has been overpaid wages, the Employer will provide written notice to the employee which will include the following:

1. The amount of the overpayment,
2. The basis for the overpayment,
3. Verification of the overpayment, and
4. The employee's rights under the terms of this Agreement.

B. Within thirty (30) days of receipt of the notice of salary overpayment, the employee has the option to choose one or more of the following methods for repayment, provided that full repayment of any salary overpayment shall be made within sixty (60) days of the receipt of notice:

1. Voluntary wage deduction/s,
2. Cash, or
3. Check.

C. Should repayment within sixty (60) days present a hardship for the employee, a request may be made to the Executive Director to waive the overpayment or repay it

over a longer time period.

D. Any dispute concerning the validity of a salary overpayment will be resolved through the process outlined in Article 25, Grievance Procedure.

Article 33

Term of Agreement

33.1 All provisions of this agreement will become effective **July 1, 2021** and will remain in full force and effect through and including **June 30, 2023**. If this Agreement expires while negotiations between the Union and the Employer are underway for a successor Agreement, the terms and conditions of this Agreement will remain in full force and effect for a period not to exceed one (1) year from the expiration date.

33.2 Either party may request negotiations of a successor Agreement by notifying the other party in writing at least ninety (90) days prior to the expiration date. After receipt of such notice, negotiations will commence at a time agreed upon by the parties.