



COLLECTIVE  
BARGAINING  
AGREEMENT

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Between

**American Behavioral Health Systems**

And

**The Washington Federation of  
State Employees**

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Effective July 1, 2023 through June 30, 2025

**2023-2025**

Opeiu8/afcio

**Washington Federation of State Employees**

**American Behavioral Health Systems**

**2023-2025**

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## **Preamble**

This Agreement is entered into by American Behavioral Health Systems, hereinafter referred to as the "Employer," and the Washington Federation of State Employees, AFSCME, Council 28, AFL-CIO, hereinafter referred to as the "Union." Both parties enter into this Agreement with a belief in the mutual benefits to be gained through collective bargaining and the value of communication between the Employer and the Union. This Agreement is intended to establish a basic understanding relative to personnel matters, including wages, hours and working conditions, to provide means for amicable discussions of mutual concerns regarding these subjects and ensure the fair and equitable application of the language herein.

## **Article 1**

### **Union Recognition**

**1.1** The Employer recognizes the Union as the sole and exclusive bargaining representative in all matters concerning wages, hours and other conditions of employment for all full and part-time non-supervisory employees employed by American Behavioral Health Systems at all business locations.

**1.2** In the event that new classifications appropriate to the bargaining unit are established, or the Employer opens additional facilities or locations of business employing classifications appropriate to the bargaining unit, these positions will be covered by the terms and conditions of this Agreement.

**1.3** Supplemental Agreements may be developed for each business location.

## **Article 2**

### **Union Security**

**2.1** All employees covered by this Agreement will, as a condition of employment, either become members of the Union and pay membership dues, or, as non-members pay a fee as described in Article 2.2 below. This will occur not later than thirty (30) calendar days following his or her date of employment or the execution of this Agreement, whichever is later.

**2.2** Employees who choose not to become Union members will have deducted from their pay a representation fee equal to a pro rata share of collective bargaining expenses rather than the full membership fee.

## **Article 3**

### **Dues Deduction/Status Reports**

#### **3.1 Notification and Availability of Cards**

The Employer will promptly inform all employees covered by this Agreement of the Union's exclusive recognition and the Union security provision. The Employer will ensure



that each employee is provided the form necessary for authorizing the deduction of dues or fees.

### **3.2 Dues and Fees**

Upon receipt of an appropriate written authorization from the employee, the Employer agrees to deduct from the pay of each employee covered by this Agreement Union membership dues or fees. Deductions will be made within thirty (30) days of the receipt of a completed authorization form. The Union agrees to provide the Employer with thirty (30) days advance written notice of any change in the amount of dues or fees required. The Employer agrees to remit electronically any deductions made pursuant to this provision to the Union by the twelfth (12<sup>th</sup>) of each month with an electronic report showing the following information for each employee:

- A. Employee name
- B. Unique employee identification number and last four digits of social security number
- C. Amount of earned income subject to dues or fees
- D. Amount deducted for dues or fees
- E. Date of hire into bargaining unit position
- F. Date of termination from bargaining unit position
- G. Employee job classification and rate of pay
- H. Employee home mailing address and telephone number
- I. Employee work address, including county, and telephone number

### **3.3 Voluntary Deductions**

Upon receipt of an appropriate written authorization from the employee, the Employer agrees to deduct from the pay of any employee who is a member of the Union, the amount authorized for P.E.O.P.L.E. Such authorization must be executed by the employee and may be revoked at any time by giving written notice to both the Employer and the Union.

The Employer agrees to remit electronically any deductions made pursuant to this provision to the Union each month with an electronic report showing:

- A. Employee name
- B. Unique employee identification number
- C. Amount deducted for P.E.O.P.L.E.

## Article 4

### Union Activities

#### **4.1 Staff Representatives**

The Union will provide the Employer with a written list of staff representatives. The Employer will recognize any staff representative on the list. The Union will provide written notice of any changes within thirty (30) days of the changes. Staff representatives will be allowed access to the Employer's premises as long as the health, safety and welfare of the clients is maintained. Staff representatives will be allowed access to the worksite of employees in the Criminal Justice Centers and Prison and Work Release program in accordance with Department of Corrections policy. The representative will provide notification to the employer prior to their arrival and will not interrupt normal operations of the Employer. Staff representatives may meet with bargaining unit employees at the work site on work time for reasonable periods of time. Such meetings will occur in designated areas, unless otherwise agreed to.

#### **4.2 Union Stewards**

The Union will provide the Employer with a written list of current Union stewards and the geographic area for which they are responsible. The Union determines their jurisdiction and maintains the list. A steward may represent any member of a bargaining unit covered by the Union. The Employer is not required to recognize an employee as a shop steward if his or her name does not appear on the list. Union stewards will be granted reasonable time during normal working hours to attend representational meetings. This includes, but is not limited to:

- A. New employee orientations (in-person or virtual);
- B. Investigatory or disciplinary meetings;
- C. Union Management Meetings in accordance with Article 26, Union-Management Committee; and/or
- D. Representational meeting with members, Informal grievance resolution meetings, grievance meetings, grievance committee meetings, mediation or arbitration meetings and safety meetings held during their work time.

Stewards planning to attend any of the above meetings will provide their supervisor with seventy-two (72) hours' notice in order to ensure the Employer's operational needs are met, unless a shorter time period is mutually agreed upon. With prior notice, off-duty stewards will be allowed access to the worksite to carry out representational activities. Access to the worksite of employees in the Criminal Justice Centers and Prison and Work Release

program will be granted in accordance with the Department of Corrections policy. Time spent carrying out representational activities while off-duty will not be considered time worked.

#### **4.3 Use of Employer Resources/Equipment**

The Employer's facilities may be used by the Union to hold meetings subject to the availability of the space, the approval of the employer, and with prior notice. Approval will not be unreasonably denied. The Union and its representatives may use the Employer's electronic mail system and fax machines in order to communicate with its members. The Employer will charge ten cents (\$.10) per page for copies made for Union business.

#### **4.4 Information Requests**

The Employer agrees to provide the Union, upon written request, access to materials and information necessary for the Union to fulfill its responsibility to administer this Agreement. When the Union submits a request for information, and the Employer believes it is unclear or unreasonable, the Employer will contact the staff representative to discuss the request. Information requests will be fulfilled within fourteen (14) calendar days of the date of the request. This time frame may be extended with mutual agreement of the parties.

#### **4.5 Employer Policies**

The Employer will provide to the Union any new or existing policies affecting represented employees or any updates to policies affecting represented employees made during the term of this agreement. Existing policies will be provided not less than seven (7) days after the effective date of this Agreement. New policies or policies revised during the term of this Agreement will be provided to the Union not less than seven (7) days in advance of their effective date. Current policies will be posted electronically, and hard copies of current policies will be maintained in an accessible and clearly identified location at each facility.

#### **4.6 Union Bulletin Boards and Newsstands**

The Employer will maintain bulletin board(s) or reasonable space on existing bulletin boards for Union communications. Material posted on the bulletin boards will be appropriate to the workplace and identified as Union literature. If requested by the Union, the Employer will identify areas where Union provided newsstands can be located in their offices/facilities. In addition, employees may distribute Union information to other bargaining unit employees.

**A. Prison and Work Release**

The Employer will ensure all employees in the Criminal Justice Centers and Prison and Work Release program have access to e-mail. Union stewards and staff will be provided with employee e-mail addresses and have the ability to e-mail Union materials to Prison and Work Release employees.

#### **4.7 Time Off for Union Activities**

Union designated employees will be allowed time off to attend Union-sponsored meetings, training sessions, conferences and conventions. The employee may use any paid or unpaid leave available to them in order to attend these functions. The Union will provide the employer with fourteen (14) days' advance written notice of the list of employees it is requesting be released to attend the above listed activities.

#### **4.8 New Employee Orientation**

When newly hired employees receive orientation via: in-person or virtual, the Union will be provided the opportunity to speak with the new employee(s) for a period of up to thirty (30) minutes on work time to provide information about the Union and this Agreement. The thirty (30) minutes will be scheduled during the employee's orientation day. The Employer will provide the Union, the Local President, and its Stewards with at least seven (7) days advance notice of any scheduled new employee orientations. When there is not a formal new employee orientation scheduled, the Employer will provide notice to the Union, the Local President, and its Stewards, within seven (7) days of hire of the name/s, work e-mail address/s and work location/s of new employees. The Union will be provided thirty (30) minutes of work time with the new employee to provide information about the Union and this Agreement.

#### **4.9 Collective Bargaining Agreement Negotiations**

The Employer will provide paid release time for attending formal negotiations for up to seven (7) Union team members who are scheduled to work on the day preparations or negotiations are being conducted. Any per diem and travel expenses will be paid by the Union for Union team members. No overtime will be incurred as a result of preparing for, traveling to and from, and attending formal negotiations.

### **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.

**52** 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 to be associated with race including, but not limited to, hair texture and hairstyles.

## Article 6

### Hiring and Appointments

#### **6.1 Filling Positions**

The Employer will determine when a position will be filled, the type of appointment to be used when filling the position and the skills and abilities necessary to perform the duties of the position. When recruiting for a position covered by this Agreement, and provided there are no candidates on the layoff list, the recruitment announcement will be posted internally for a minimum of three (3) business days. In addition, postings will be distributed via electronic mail to all bargaining unit members in the Criminal Justice Centers and Prison and Work Release Program. For the purposes of this section, business days do not include Saturday, Sunday, or Holidays. The posting will include the classification, required skills and abilities, rate of pay, facility at which the vacancy is located, applicable shift(s), and days off of the vacancy and will be communicated to all American Behavioral Health Systems employees.

Union staff and seniority status will receive priority over external candidates.

#### **6.2 Layoff Candidates**

Prior to posting a vacant position for recruitment, the Employer will recall the most senior qualified candidate from the layoff list in accordance with Article 20, Layoff and Recall.

#### **6.3 Transfers**

During the posting period, any employee working in the same classification as the vacancy may submit a request to transfer into the vacant position. This request will be made in writing and must be submitted to the Administrator, or their designee, prior to the close of

the posting period. If more than one (1) employee submits a request to transfer into the

vacancy, the most senior employee possessing the qualifications, skills and abilities for the position will be transferred into the vacant position. Transfer opportunities will be provided to all employees of American Behavioral Health Systems, regardless of work location.

#### **6.4 Internal Candidates**

Provided there are no requests to transfer into the vacant position, internal promotional candidates will be given first consideration for any posted vacancy. If more than one (1) internal promotional candidate with the qualifications, skills, and abilities necessary for the position applies, the most senior internal candidate will be selected. The Employer will not be required to select for promotion any employee who has had documented performance deficiencies or disciplinary action in the six (6) months immediately preceding the posting of the vacancy.

The Employer will transfer / place an employee to their new position within fourteen (14) calendar days but no more than thirty (30) days maximum upon awarding the new position to the internal candidate.

#### **6.5 Types of Appointments**

- A. Full-Time employees are those hired to regularly work a forty (40) hour schedule per week. The Employer will make every effort to schedule full time employees for forty (40) hours per week but, will not schedule less than thirty-two and one half (32) hours per week for an employee hired to regularly work full time, unless this provision is temporarily suspended due to activation of the Low Census process outlined in Article 7, Hours of Work and Overtime.
- B. Part-Time employees are those hired to regularly work less than full time. The Employer will not regularly schedule less than twenty (20) hours per week and no more than thirty-one (31) hours per week for those hired to work part time, unless this provision is temporarily suspended due to activation of the Low Census process outlined in Article 7, Hours of Work and Overtime.
- C. On-Call employees are those hired to work intermittently. The Employer may only fill a position with an on-call appointment when the work is intermittent in nature, sporadic and does not fit a particular pattern.
- D. Temporary employees are those hired to work for a limited period of time or to work on a particular project that is limited in duration. The Employer may only fill a position with a temporary employee when the purpose is to fill behind a permanent employee on extended leave until their return, during a workload peak, while recruitment is being conducted for a permanent hire or to reduce the effects of a layoff. Temporary appointments will not exceed four (4) months. If



a temporary employee is hired to work on a particular project, the specific purpose and duration of the project will be provided, in writing, to the Union

prior to the position being filled.

## **6.6 Probationary Period**

Every part-time and full-time employee will serve a ninety (90) day probationary period. The employer may extend an employee's probationary period, for cause, as long as the extension does not cause the probationary period to exceed a total of one hundred and eighty (180) days. Employees will be provided with a written explanation for the extension not less than seven (7) days prior to the expiration of the original ninety (90) day probationary period. The probationary period of employees within the Prison and Work Release program will end after ninety (90) days or, thirty (30) days after completion of required CORE training, whichever is later. If the probationary period of an employee within the Prison and Work Release program goes beyond ninety (90) days as a result of delayed CORE training, all other provisions of the contract triggered by completion of the probationary period will still be triggered after ninety (90) days of employment.

## **6.7 Permanent Status**

Employees hired to work full time and part-time are considered to be permanent.

## **6.8 Use of Temporary Agency Staff**

When the employer utilizes a temporary agency to fill vacant positions at any of their facilities, temporary employee(s) will not be utilized for more than sixty (60) days without mutual agreement with the Union.

# **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 notification 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 those 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.

### **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 in 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 that 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 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 temporarily suspended. In addition, schedule changes made in accordance with 7.5B will be considered Emergency Schedule Changes for the purpose of notice requirements.

##### **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 five (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 the applicable wage and hour laws, the overtime rate will be one and one-half (1-1/2) of an employee's regular rate of pay.

## **7.7 Overtime Calculation**

For the purposes of calculating overtime, hours worked will include all hours actually 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**

- A. The Employer will determine the need for overtime, the number of employee/s needed, the classification of the employee/s, and the duration of the work. The Employer will first attempt to meet its overtime needs on a voluntary basis in seniority order. Every effort will be made to provide overtime opportunities in an equitable manner.
- B. If an employee is on leave or absent from work when an overtime opportunity becomes available, the Employer will notify the employee via email of the available overtime opportunities and the employee will inform their supervisor if they volunteer for the overtime.
- C. If two (2) or more people volunteer for the same overtime opportunity, the Employer will award the overtime to the most senior employee.

In the event there are not enough employees volunteering 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 one hundred percent (100%) of the cost of maintaining any license(s) (e.g., AAC) and/or fifty percent (50%) for all 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 training's 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 offer 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.

The 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 9**

### **Performance Evaluations**

#### **9.1 Objective**

The Employer will evaluate employee work performance. The performance evaluation will include performance goals and expectations that reflect the organization's objectives. The performance evaluation will be an interactive process that gives supervisors the opportunity to discuss the performance goals and expectations identified, assess, and review the performance of the employee with regard to those goals and expectations, recognize employee accomplishments, address performance issues and provide support to employees in their professional development.

#### **9.2 Evaluation Process**

- A. To recognize employee accomplishments and address performance issues in a timely manner, the supervisor and the employee will have discussions throughout the evaluation period. Performance problems will be brought to the attention of the employee to give the employee the opportunity to correct the problem or receive needed training prior to it being mentioned in a performance evaluation. The supervisor will maintain a record of such discussions.

- B. Performance evaluations will be completed no later than ninety (90) days from the date of hire and annually thereafter by the anniversary of the employee's date of hire.
- C. The supervisor will discuss the evaluation with the employee. The employee will have the opportunity to provide feedback on the evaluation. The discussion may include such topics as:
  - 1. Reviewing the employee's performance;
  - 2. Identifying ways the employee may improve his or her performance;
  - 3. Updating the employee's job description, if necessary;
  - 4. Identifying performance goals and expectations for the next evaluation period; and
  - 5. Identifying employee training and developmental needs.
- D. The performance evaluation will include an evaluation on forms used by the Employer, the employee's written signature acknowledging receipt of the forms, and any comments by the employee.
- E. Performance evaluations will not be used as the sole basis for personnel actions such as transfer or discipline.

## **Article 10**

### **Employee Files**

#### **10.1 Personnel Files**

There will be one (1) official personnel file maintained by the Employer for each employee. The location of the files will be 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**

An employee may examine his or her own files during their work shift, provided operational needs are met. Review of these files will be in the presence of an Employer representative. An employee will not be required to take leave to review their files. An employee may provide a written rebuttal to any information in the files that he or she considers objectionable. 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.

A copy of any material to be placed in an employee's personnel file will be provided to the employee. An employee may have documents relevant to his or her work performance placed into his or her personnel file.

#### **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 above legal defense file after three (3) 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 11**

### **Employee Privacy**

#### **11.1 Confidentiality**

Employees have the right to confidentiality related to individual performance, personal information and personnel issues to the extent allowed by law. The Employer and the Union will take appropriate steps to maintain: such confidentiality.

#### **11.2 Off Duty Activities**

The off-duty activities of an employee will not be grounds for disciplinary action unless said activities are detrimental to the operations of the Employer. Employees will report to the program manager or director of any arrests, criminal citations, court-imposed sanctions or conditions that are required to be reported by Employer contracts or by law within twenty-four (24) hours or prior to the start of their next scheduled work shift, whichever occurs first. Employees will not wear items bearing the Employer's name and/or logo when in establishments where the primary purpose is to serve and/or sell alcohol or marijuana.

## **Article 12**

### **Drug and Alcohol Free Workplace**

#### **12.1 Possession of Alcohol or Illegal Drugs**

All employees will report to work in a condition fit to perform their assigned duties unimpaired by drugs or alcohol.

#### **12.2 Prescription or Over-the-Counter Medications**

- A. Employees taking over-the-counter medications, which may impair or have been found to impair one's ability to perform their essential functions in a safe and effective manner, will notify their supervisor of the fact that they are taking the medication and the side effects of that medication.

- B. Employees taking prescription medications, which may, in the opinion of the employee's medical practitioner, impair their ability to perform their essential function in a safe and effective manner, must notify their Program Manager or Director of the fact that they are taking the medication prior to their next scheduled shift and provide a release to work from the prescribing practitioner. The employee will provide medical verification of the prescription and the side effects of the medication, if requested by the employer.

### **12.3 Drug, Alcohol, and Marijuana Testing**

The Employer will require pre-employment testing, random testing, and reasonable suspicion testing. Random testing will be conducted in a fair and equitable manner. Specific objective grounds for reasonable suspicion testing must be stated in writing. Examples of specific objective grounds include, but are not limited to:

- A. Physical symptoms consistent with controlled substance, marijuana and/or alcohol use;
- B. Evidence or observation of controlled substance, marijuana or alcohol use, possession, sale or delivery; or,
- C. The occurrence of an incident, accident, or reportable injury where a trained manager, supervisor or lead worker suspects controlled substance/marijuana/alcohol use may have been a factor.

Testing will be conducted in such a way to ensure maximum confidentiality, accuracy and reliability by using the techniques, chain of custody procedures, equipment and laboratory facilities, which have been approved by the U.S. Department of Health and Human Services, Testing will be conducted on work time.

If an employee tests positive for a controlled substance or marijuana, they may request an independent test of his or her split sample at their own expense. An employee who has a positive test result may be subject to disciplinary action. The Employer will, as a rule, work with the Employee to determine if rehabilitation is an option prior to moving to termination.

## 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 Employer 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 future 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 action, or as otherwise required by law.

**13.3** Discipline is defined as verbal reprimands, written reprimands, reductions in pay, suspensions, demotions and discharges. 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.

**135** 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.

### **136 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 who are the subject of an investigatory interview will be informed of the allegation/s before they are asked to respond to questions regarding the allegations.

### **137 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.

### **138 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.

## **139 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 evidenced, 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 (7) 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 to, when possible. When circumstances warrant, the Employer may discipline an employee and then provide the reasons following the discipline.

## **Article14**

### **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 monthly: 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 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, who are covered by this Agreement will be eligible for and be given 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.

During the first year of employment	After six (6) months, twenty-four (24) hours
During the second year of employment	Eighty-eight (88) hours per year
During the third and fourth years of employment	One hundred twenty (120) hours per year
During the fifth and sixth years of employment	One hundred forty-four (144) hours per year
During the seventh and eighth years of employment	One hundred sixty-eight (168) hours per year
During the ninth and tenth years of employment	One hundred seventy-six (176) hours per year
During the eleventh through fourteenth years of employment	One hundred ninety-two (192) hours per year
During the fifteenth year of employment and after	Two hundred forty (240) hours per year

- B. Employees will be allowed to 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.
  - a. 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/s 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 with fourteen (14) days' notice, or retires, will be entitled to payment for any accrued vacation leave balance provided the employee works through the fourteen (14) day notice period without using leave.
- G. Once each year, an employee is eligible to cash out up to forty (40) hours of vacation leave if:
  - a. The employee has at least a total of eighty (80) available vacation hours after the cash out is paid; and
  - b. 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 conversation 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 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 preventative 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 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 biological, adoptive, ~~de facto~~ 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.

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.

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

- E. 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.
- F. 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.
- G. 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.
- H. 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.
- I. 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. The Employer may request verification from the employee if abuse of bereavement leave is suspected. Bereavement leave must be used within thirty (30) days of the first (1<sup>st</sup>) day taken.

### **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; and/or
8. Conditions applicable for leave with pay

B. Employees returning from 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. The Employer will make a good faith effort to ensure 1:1's, and group meetings are scheduled; and all files, notes, and reports are kept up to date during an employee's 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 but may choose to use FMLA for work-related injury or illnesses covered by worker's 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 release 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 preventative 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 preventative 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 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 16

### Holidays

#### **16.1 Paid Holidays**

Employees will be provided the following paid nonworking holidays per year:

New Year's Day	January 1
Martin Luther King Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Eve	December 24
Christmas Day	December 25

#### **16.2 Holiday Rules**

The following rules apply to Holidays:

- A. Holiday pay is defined as the compensation an employee receives at the regular straight time rate for all hours an employee is normally scheduled to work on a Holiday even though they do not work.
- B. The following employees are not eligible for Holiday pay:
  1. Employees who were on unscheduled leave their scheduled day prior to the Holiday
  2. Employees who were on unscheduled leave their scheduled day after the Holiday
  3. Employees who have not yet completed their probation
- C. If the paid Holiday does not fall on the employee's normally scheduled work day, the employee will receive an alternate Holiday within the same workweek and pay period. The alternate Holiday should occur on the day before or after the regularly scheduled day/s off.
  1. Criminal Justice Centers and Prison and Work Release  
If a Holidays falls on an employee's regularly scheduled day off, the employee will receive eight (8) hours Holiday in addition to their regular pay. Alternate days off, as described in section G below, will not apply. In addition, if an

employee is deemed non-essential to a DOC facility as a result of a state Holiday, the employee will be released from work with no loss in pay.

D. Holiday pay will be calculated as follows:

1. Holiday Off - Once an employee has completed probation, employees will be paid Holiday pay as defined in section 16.2.A of this Article.
2. Holiday Worked – Once an employee has completed probation, employees will be paid for the hours actually worked on a Holiday at the overtime rate of one and one half (1 1/2) their regular rate of pay. Employees will additionally receive Holiday Pay as defined in Article 16.2.A.

E. The Holiday for night shift employees, whose work shift begins on one calendar day and ends on the next, will be determined by the Employer. It will either start at the beginning of the scheduled night shift that begins on the Holiday or the beginning of the night shift that precedes the Holiday.

F. The application of these rules will be consistent for all employees covered by this Agreement.

G. Employees may choose a mutually agreed upon alternate day off as their designated Holiday in order to accommodate operational needs, provided it falls within the same pay period. An employee who selects an alternate Holiday will not also be eligible for additional compensation for working the original Holiday as listed in Article 16.1 above.

### **16.3 Holiday Provisions**

The Employer will determine the number of employee/s needed, the classification of the employee/s, and the duration of the work performed on Holidays. The Employer will first attempt to meet its Holiday staffing needs on a voluntary basis. Every effort will be made to provide opportunities to work on the Holidays in an equitable manner.

### **16.4 Personal Holiday**

An employee may, select one (1) workday as a personal holiday during the calendar year. The Employer will release the employee from work on the date mutually agreed upon as their Holiday, provided the employee has given their supervisor not less than fourteen (14) days' notice of their intended absence. Employees will be paid at the regular straight time rate for all hours they are normally scheduled to work on the Personal Holiday, even though they do not work.

## 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
2. placement for adoption or foster care of a child and to care for that child;
3. Personal medical leave due to the employee's own serious health condition that requires the employee's absence from work;
4. 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 twelve (12) workweeks of FMLA.
5. 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.
6. 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 twenty-six (26) workweeks of leave in a single twelve (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 twenty-six (26) weeks of leave for Military Caregiver Leave and leave taken for the other FMLA qualifying reasons.

The single twelve (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 twelve (12) months later, regardless of the twelve (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 twelve (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 will 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 place 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.

**17.4** 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.

**17.5** 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.

**17.6** 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.

**17.7** The Employer may require certification from the employee, family members, or the

covered service member's health care provider for the purpose of qualifying for family medical leave.

- 17.8** 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.
- 17.9** 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.
- 17.10** 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.
- 17.11** 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 18**

### **Reasonable Accommodation**

#### **18.1 Reasonable Accommodation**

- A. The Employer and the Union will comply with all relevant federal and state laws and regulations providing reasonable accommodations to individuals with disabilities. It is not the intent of the parties to supersede or vary from state, federal or other applicable laws. An employee who believes that he or she suffers a disability and requires a reasonable accommodation to perform the essential functions of his or her position may request such an accommodation by submitting a request to the Employer. The Employer will acknowledge receipt of the request and begin processing it within thirty (30) days.
- B. Employees requesting an accommodation must cooperate with the Employer in discussing the need for and possible form of any accommodation. The Employer may require supporting medical documentation. Evidence may be requested from a physician or licensed mental health professional regarding the employee's limitations. The Employer will conduct a diligent review and



search for possible accommodations. Medical information disclosed to the Employer will be kept confidential. Upon request, an employee or their representative will be provided a copy of his or her reasonable accommodation file.

- C. The Employer will attempt to accommodate the employee in his or her current position prior to looking at accommodations in alternative vacant positions.

## **18.2 Disability Separation**

- A. An employee may be separated from employment when it is determined that the employee is unable to perform the essential functions of the employee's position due to a mental, physical or sensory disability, which cannot be reasonably accommodated. Determinations of disability may be made by the Employer based on an employee's written request for disability separation or after obtaining a written statement from a physician or licensed mental health professional.
- B. The Employer will provide the employee not less than thirty (30) days written notice of a disability separation, unless agreed otherwise. This notice will only be issued after the Employer has documentation of the employee's disability and has determined that the employee cannot be reasonably accommodated.
- C. Disability separation is not considered a disciplinary action.

## **Article 19**

### **Seniority**

#### **19.1 Definition**

Seniority is defined as the employee's total length of service, from date of hire, within a position covered by this Agreement with the Employer, regardless of location.

For part-time employees, seniority will be calculated based on the employee's actual hours worked. Actual hours worked also includes all overtime hours and any paid leave or Holiday hours. For the purposes of calculating actual hours worked for part-time, forty (40) hours will equal seven (7) days of seniority. Leave without pay of fifteen (15) consecutive calendar days or less will not affect an employee's seniority.

When an employee's leave without pay exceeds fifteen (15) consecutive calendar days, the employee's seniority will not be affected when the leave without pay is taken for:

1. Military service or United States Public Health Service
2. Work-related injury or illness
3. Employer approved educational leave
4. Leave for Union employment or Union activities
5. Employer approved leave

When an employee is on leave without pay for more than fifteen (15) consecutive calendar days and the absence is not due to one of the reasons listed above, the employee's seniority date will be moved forward in an amount equal to the duration of the amount of leave without pay taken.

## **19.2 Ties**

If two or more employees have the same seniority date, ties will be broken in the following order:

- A. Most time worked in their current job classification,
- B. By lot.

## **19.3 Seniority List**

The Employer will prepare and post a seniority list. The list will be updated annually and will contain each employees name, job classification, work location and seniority date. Each employee will have fourteen (14) days to review the list and appeal, in writing, any errors in their seniority date to the Administrator or their designee. If the employee does not make an appeal within fourteen (14) days, the seniority date will be presumed to be correct. A copy of the list will be provided to the Union.

## **19.4 Prison and Work Release**

Employees of the previous PWR vendor who were hired by the Employer will have annual vacation accruals calculated according to their hire date with the previous vendor. Seniority with the Employer for all other purposes will be calculated in accordance with 19.1 above.

## Article 20

### Layoff and Recall

#### **20.1 Basis**

A layoff is defined as an Employer-initiated action resulting in the separation of an employee or in employment in a job classification with a lower salary range as a result of a lack of funds, lack of work or a good faith reorganization resulting from budgetary shortfalls.

#### **20.2 Procedure**

Should layoff be necessary, they will be done by inverse order of seniority within the job classification. Employees will receive at least seven (7) days written notice of their layoff. When the low census process is activated in accordance with Article 7.5 of this Agreement, the seven (7) day notice period may run concurrently with the low census activation. The notice will include the basis for the layoff and any employment options available to the employee. The Union will be provided with a copy of the notice at the same time it is provided to the employee. The day the notice is issued will be considered the first day of the notice period. Employees will have three (3) days to accept or decline, in writing, any option provided to them. If the third day of an employee's response period falls on a Saturday or Sunday, the employee will have until 5:00 pm the following Monday to respond. Employees being laid off will be provided with the three (3) highest paying available options, in descending order, as follows:

1. A vacant position in his or her job classification in his or her current facility.
2. A vacant position in his or her job classification in another facility.
3. A vacant position in a lower paying job classification, for which the employee has the qualifications, skills and abilities, in his or her current facility.
4. A vacant position in a lower paying job classification, for which the employee has the qualifications, skills and abilities, in another facility.
5. A position held by the least senior employee in his or her job classification in a facility within the employee's work county.
6. A position held by the least senior employee in a lower paying job classification, for which the employee has the qualifications, skills and abilities, in a facility within the employee's work county.

### **20.3 Wages**

Employees who, as a result of layoff, accept a transfer or bump into another position within his or her current job classification, will retain their current wage and any subsequent wage increases will proceed without interruption. Employees who, as a result of layoff, accept an option to a lower paying job classification, will be paid an amount equal to his or her current wage, provided it is within the wage range of the new position. In those cases where the employee's current wage exceeds the wage range of the new position, the employee will be paid at the top of the wage range for their new classification.

### **20.4 Bump**

If an employee is bumped by the procedure outlined in Article 20.2, they will be considered as having been laid off and will have the right to exercise the same options.

### **20.5 Layoff List**

The Employer will maintain a list of any employees who are laid off or who, as a result of layoff, must change duty stations or take a position in a lower paying job classification. This list will be maintained in the order of seniority. An employee's name will remain on the list for a period of not less than one (1) year. If an employee is offered a vacant position and refuses the position they will be removed from the layoff list.

### **20.6 Recall**

Prior to filling vacancies in accordance with Article 6, Hiring and Appointments, the employer will recall an employee from the layoff list, by seniority, to fill the vacant position with the most senior candidate receiving the first offer. If an employee is recalled to employment within twelve (12) months, their previously accrued seniority will be restored.

## **Article 21**

### **Employee Travel**

Employees required to travel to perform their duties will be reimbursed for any travel expenses (e.g., mileage, per diem, lodging, meals etc.), in accordance with Internal Revenue Service (IRS) regulations and IRS posted rates. Employees using a company vehicle for travel shall not be eligible for mileage reimbursement. Employees will be reimbursed no later than the pay date following the receipt of the request for reimbursement.

## Article 22

### Uniforms, Tools, Equipment and Supplies

#### **22.1 Uniforms**

The Employer will not require employees to wear uniforms in a manner that conflicts with the negotiated attire and appearance policy that took effect on January 1, 2016. For certain classifications the Employer may require employees to wear uniforms, which will be provided to the employee at no cost.

#### **22.2 Tools, Equipment and Supplies**

The Employer may determine and will provide any necessary tools, supplies, equipment or foul weather gear. The Employer will repair or replace Employer- provided tools and equipment if damaged or worn out beyond usefulness in the normal course of business. Employees will maintain equipment and/or tools in a clean and serviceable condition. The Employer will ensure adequate supplies are available at each of its facilities. Employees who use DOC equipment must do so in accordance with DOC policy.

Administrators will place a monthly order, for therapeutically based care rafts, that has been approved. Staff may request specific supplies with their respective Administrator but are encouraged NOT to spend their personal money.

However, prior to an employee purchasing any supplies or equipment, the employee must obtain approval from their Administrator and upon submission of a receipt; the Employer will reimburse the employee 100% of the costs associated with their purchases(s).

Each Facility will maintain a functional TV and DVD player and make them available to be checked out and used by staff. An employee is prohibited from purchasing and/or using any videos without express consent and approval from the Employer.

## Article 23

### Employer Rights

Except as modified by this Agreement, the Employer retains all rights, powers and duties of management which include, but are not limited to, the right to:

- A. Determine the Employer's functions, programs, organizational structure and use of technology;
- B. Determine and amend the Employer's budget and budgetary priorities;
- C. Direct and supervise employees;

- D. Take all necessary actions to carry out the functions of the Employer during an emergency or unexpected operational event;
- E. Determine the Employer's mission and strategic plans;
- F. Develop, enforce, modify or terminate any policy, procedure, manual or work method associated with the operations of the Employer;
- G. Determine the location of operations, offices, work sites, including permanently

moving or temporarily moving operations in whole or in part to other locations;

- H. Contract for provision of goods or services, other than those customarily and historically performed by bargaining unit employees;
- I. Establish work performance standards, which include, but are not limited to, the priority, quality and quantity of work;
- J. Establish or abolish positions and determine the skills and abilities necessary to perform the duties of such positions;
- K. Select, hire, assign, evaluate, retain, promote, layoff or discipline employees for just cause;
- L. Develop classifications and determine, prioritize and assign the work to be performed as appropriate for those classifications.

## Article 24

### Employee Rights

#### **24.1 Employee Personal Property**

Employees have the right to seek reimbursement for personal property damaged in the proper performance of their job duties, if the property is required to perform those duties, and the Employer will process such requests in a timely manner. Employees have the responsibility for taking precautions to protect both personal and Employer property.

#### **24.2 Employee Duty Station**

A. Official Duty Station

Employees will have one (1) official duty station, which will be the county in which they are employed. If the official duty station is changed, the employee will be given thirty (30) day written notice of the change and the reasons for the change. If the reassignment of the employee's official duty station results in a commute in excess of thirty-five (35) miles in addition to the current commute, the employee may exercise his or her rights under Article 20, Layoff and Recall.

B. Temporary Duty Station

Should the Employer determine a temporary need for employees to work in a

different facility, it will first attempt to meet this need by requesting volunteers. If there are not enough volunteers, employees with the skills and abilities needed will be temporarily reassigned in order of inverse seniority. When the Employer must temporarily reassign employees involuntarily, they will be provided with no less than three (3) working days' written notice. A temporary duty station change may not exceed thirty (30) days in duration. All necessary travel and living expenses will be paid by the Employer.

### **24.3 Right to Representation**

Upon request, employees will have the right to representation at all levels on any matter adversely affecting their conditions of employment. The exercise of this right will not unreasonably delay or postpone a meeting. Except as otherwise provided for in this Agreement, representation will not apply to discussions with an employee in the normal course of business, such as giving instructions, assigning work or other routine communications with an employee.

### **24.4 Attendance at Meetings**

Except for normal commute, employee travel to and from and attendance at the following types of meetings will be considered work time when their attendance is required by the Employer or the Union:

- A. Investigatory or disciplinary meetings; and
- B. Informal grievance resolution meetings, grievance meetings, mediation or arbitration meetings, including when subpoenaed by the Employer as a witness, which are held during their work time.
- C. Any meeting at which attendance is mandated by the Employer.

Employees will ensure that they notify their supervisor promptly when attending a meeting in accordance with this Article.

## **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**

N. 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.

O. 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.

P. 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.

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

R. 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.

## **Article 26**

### **Union-Management Committee**

#### **26.1 Objective**

The Employer and the Union endorse the goal of a constructive and cooperative relationship. To promote and foster such a relationship, the parties agree to establish a Union-Management Committee. Committee meetings will be used for discussion of matters impacting bargaining unit employees and for negotiations regarding mandatory subjects of bargaining. Members of this committee will have clear authority to resolve the issues.

#### **26.2 Participation and Meetings**

- A. The Union-Management Committee will consist of no more than six (6) bargaining unit members, to be designated by the Union, Union staff representative/s, and no more than seven (7) Employer representatives, to be designated by the Employer. Appropriate resource persons may be in attendance at Union Management Committee meetings for specific agenda items as required.
- B. The Union will provide advance notice to the Employer of its committee members, resource persons and any proposed agenda items. The Employer will provide advance notice to the Union of any proposed agenda items.
- C. Meetings will be scheduled for a mutually agreed upon date and time and will occur at a mutually agreed upon location. Meetings will occur within thirty (30) days of the receipt of a request for a meeting, unless agreed otherwise.

Time spent by designated committee members participating in Union-Management Committee meetings will be considered time worked. No overtime will be incurred as a result of attending Union-Management Committee meetings.

## **Article 27**

### **Strikes and Lockouts**

During the term of this Agreement nothing permits or grants to any employee the right to strike or refuse to perform his or her official duties and the Employer will not lock out its employees.

## **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, 2023:

**In Area: See MOU: Dated April 5, 2023**

**Out of Area: See MOU: Dated April 5, 2023**

The parties understand that upon conclusion of negotiations the medical premiums implemented on July 1, 2023, are appropriate for deduction from the July 9, 2023, paycheck. If the Union creates a healthcare fund or trust prior to July 1, 2024, 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, 2023, 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.



<b>CLASSIFICATION</b>	<b>CURRENT WAGE</b>	<b>PROPOSED WAGE</b>
Admissions Screener	\$16.50	\$20.00
Behavioral Health Tech	\$17.00	\$19.50
Behavioral Health Tech II	\$17.35	\$20.00
Behavioral Health Tech Lead	\$17.75	\$22.00
Maintenance	\$18.00	\$20.00
Maintenance Lead	\$19.00	\$21.00
Case Manager	\$21.00	\$22.00
Certified Nurse's Assistant	\$17.75	\$20.00
Comp/Audit Review Specialist	\$18.00	\$20.00
Co-Occurring SUDP	\$30.75	\$31.00
Co-Occurring SUDPT	\$22.91	\$23.00
Cook	\$17.50	\$20.00
Cook Lead	\$18.50	\$21.00
Court Liaison	\$20.00	\$25.00
Dishwasher	\$16.50	\$19.00
DOSA Exam Specialist (SUDP)	\$28.14	\$29.00
Dually Licensed MHP/SUDP	\$35.00	\$43.00
Dually Licensed MHPA/SUDP	\$32.00	\$32.50
Health Care Coordinator (HCC)	\$21.00	\$22.00
Housekeeper	\$16.50	\$19.00
Laundry	\$16.50	\$19.00
Licensed Practical Nurse	\$32.00	\$32.50
LICSW, LMHC, LSWIC, LASW (MHP)	\$42.00	\$42.00
LMHCA, LSWICA, LASWA (MHP)	\$32.00	\$32.00
Peer Support Specialist	\$17.50	\$22.00
PWR TC Coordinator	\$19.34	\$20.00
Quality Assurance	\$16.50	\$20.00
Receptionist	\$16.50	\$19.00
Registered Nurse	\$50.18	\$50.18
SUDP	\$28.14	\$29.00
SUDPT	\$22.00	\$22.50
Transportation Lead	\$18.00	\$20.00
Van Driver	\$17.00	\$19.50
PSA- <i>Parkside &amp; Detox only</i>	\$19.00	\$21.00



- C. Longevity raises of twenty-five (\$0.25) will be awarded for all employees on their anniversary date.
- D. Effective July 1, 2023, employees with one (1) year or more experience will receive a twenty-five cent (\$0.25) raise on top of their current wage.
  
- E. After adjusting wages based on new starting wages above, a cost-of-living raise (COLA) will be applied on July 1, 2023, as outlined below. Specifically, all employees who meet the following criteria as of July 1, 2023, will receive the following COLA each year of the Agreement:
  - 1 full year of service as of July 1, 2023: 1% COLA
  - 2 full years of service as of July 1, 2023: 1.5% COLA
  - 3 full years of service as of July 1, 2023: 2.5% COLA
  - 4 full years of service as of July 1, 2023: 3% COLA
  - 5 to 10 years of service as of July 1, 2023: 3.5% COLA
  - 10+ years of service as of July 1, 2023: 4% COLA

### **29.3 Assignment Pay**

#### **A. Hazard Pay**

Employees working in the COVID Isolation Unit will receive an additional four (\$4.00) dollars per hour for the entirety of the shift.

#### **B. Medication Cart Pay**

Employees including Leads who are assigned to the medication cart will receive additional pay of one dollar and fifty cents (\$1.50) 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 one dollar (\$1.00) per hour for all hours worked.

B. Employees who work night shifts will be paid a shift differential of two dollars (2.00) per hour for all hours worked.

C. Day shift employees will receive evening shift differential for all hours worked between 4:00 PM and 11:59 PM and night shift differential for all hours worked between 12:00 AM and 8:29 AM.

Day Shift – 8:30a to 3:59p

Evening Shift – 4:00p to 11:59p

Night Shift - 12:00a to 8:29a

D. Evening shift employees will receive night shift differential for all hours worked after 11:59PM.

E. Employees who work on the weekends will be paid a shift differential of two dollars (\$2.00) for each hour worked on the weekend. The weekend is defined as 12 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 (1<sup>st</sup>) through the fifteenth (15<sup>th</sup>) of the month will be paid to the employee on the twenty-fifth (25<sup>th</sup>) of the same month.
- B. All compensation earned or money owed to the employee for the period from the sixteenth (16<sup>th</sup>) through the last day of the month will be paid to the employee on the tenth (10<sup>th</sup>) 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 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 period of time.

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

29.9 When a supervisor and/or co-worker calls, texts or emails an employee for work related purposes (excluding "Call Back") during their non-work hours, and the employee answers / responds to the supervisor/co-worker, the employee shall be paid their regular hourly wage rate in 15-minute increments. Once an employee reaches 40 hours in a week, then they shall be paid one and a half times (1.5x) their regular hourly wage rate in 15-minute increments.

### **Article 30**

#### **Savings Clause and Entire Agreement**

**30.1** It is the intention of the parties hereto to comply with all applicable provisions of State or Federal law. If any court or administrative agency of competent jurisdiction finds any article, section or portion of this Agreement to be unlawful or invalid, the remainder of this Agreement will remain in full force and effect. If such a finding is made, a substitute for the unlawful or invalid article, section or portion will be negotiated at the request of either party. Negotiations as a result of this provision will commence within thirty (30) days of the date of the request.

**30.2** This Agreement constitutes the entire Agreement and any past practice or past Agreement prior to April 1, 2012, whether written or oral, is null and void, unless specifically preserved in this Agreement.

## **Article 31**

### **Merger and Successorship**

In the event the Employer shall by merger, consolidation, sale of assets, lease, franchise, or any other means, enter into agreement with another organization, the Employer will encourage the continuance of the existing collective Bargaining relationship with the successor organization.

## **Article 32**

### **Distribution of the Agreement**

The Employer will provide all current and new employees with a link to this Agreement. All employees will be authorized to access the Agreement link.

## **Article 33**

### **Term of Agreement**

**33.1** All provisions of this agreement will become effective July 1, 2023, and will remain in full force and effect through and including June 30, 2025. 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.



For American Behavioral Health Systems:

*Tony Prentice*      05/03/2023  
\_\_\_\_\_  
Tony Prentice, Chief Operating Officer

For the Washington Federation of State Employees:

*Thomas Wray*  
\_\_\_\_\_  
Thomas Wray, Labor Advocate