

MEMORANDUM OF UNDERSTANDING (MOU)

By and Between

AMERICAN BEHAVIORAL HEALTH SYSTEMS (ABHS)

And

THE WASHINGTON FEDERATION OF STATE EMPLOYEES (WFSE)

Amending the 2016-2018 Collective Bargaining Agreement (CBA)

In accordance with Chapter 49.46 RCW, the parties have agreed to modify Article 15.2 of the 2016-2018 CBA as follows:

15.2 Sick Leave

The Employer will comply with the provisions of the Washington State paid sick leave law, including those contained in RCW 49.46.200, 49.46.210, and all applicable paid sick leave rules within WAC 296-128. As well as, paid sick and safe leave ordinances for Seattle, Tacoma and the City of SeaTac.

A. Accrual:

1. All regular ABHS, Inc. employees except as provided in b. below, accrue one (1) hour of paid sick leave for every forty (40) hours worked from the date of hire.
2. All regular ABHS, Inc. employees whose duty location is within Seattle, Tacoma or the City of SeaTac will accrue one (1) hour of paid sick leave for every thirty (30) hours worked from the date of hire.
3. Employees can carry forward any unused sick leave up to a maximum of eighty (80) hours each year and may accrue up to a maximum of one hundred (100) hours per year.
4. Sick leave will begin accruing at first date of employment

B. An Employee is entitled to use accrued sick leave beginning on the ninetieth calendar day after first day of employment and may be used for:

1. *Sick Time*: An absence resulting from an employee's mental or physical illness, injury, or health condition; or from the need for medical diagnosis, care or treatment, or preventive medical care. There is no requirement that the absence involve a "serious health condition" as is required for coverage under the federal Family and Medical Leave Act.
2. *Family Care*: An absence resulting from the mental or physical illness, injury, or health condition; or from the need for medical diagnosis, care or treatment, or preventive medical care of a family member as defined in section C. below. There is no requirement that a "serious health condition" be involved, or that the employee's presence be necessary.
3. *Business or School Closure*: When the employee's place of business has been closed by order of a public official because of an infectious agent, biological toxin or hazardous material, or to allow the employee to care for a child whose school or place of care has been closed for any of those same reasons. Leave for weather-related business or school closures shall be processed in accordance with Article 15.9, Emergent Circumstances.
4. *Domestic Violence*: For any of the reasons related to domestic violence, sexual assault or stalking for which unpaid leave must be granted pursuant to the Washington Domestic Violence Leave Law (RCW Chapter 49.76). Domestic violence, sexual assault, or stalking includes the acts specified in Spokane Municipal Code 10.09.010(B) and 29 CFR 13.2. Reasons for Sick/Safe Time include obtaining for the employee or the employee's family member or household member any of the following: legal or law enforcement assistance, treatment by a health care provider, social services, mental health counseling, safety planning, relocation, or other actions to increase safety.
5. *Bereavement*: For purposes related to the bereavement of a family member.

C. For the purpose of Sick Leave, family member is defined as:

1. Child, including a biological, adopted, or foster child, stepchild, 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. Biological, adoptive, de facto, or foster parent, stepparent, 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. Spouse;
4. Registered domestic partner;
5. Grandparent;
6. Grandchild; or
7. Sibling.

D. 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 at least ninety (90) minutes advance notice of unanticipated sick leave use.

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

E. The Employer may not:


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

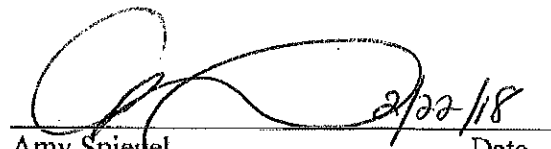
F. Employees who separate from employment and become re-employed within twelve (12) months, will have all sick leave balances restored from time of separation.

G. For the pay period ending November 30th of each year, employees who have worked for the Employer for at least one (1) year and have not used sick leave for the year ending November 30th may request in writing to payroll, on or before November 30th, to be paid an amount equal to eight (8) hours pay on their December 10th paycheck.

H. Any employee who has a sick leave balance in excess of the maximum amount allowable to be carried forward with Article, will be eligible to request in writing to payroll, on or before their anniversary date, a conversion of sick leave to vacation leave in eight (8) hour increments on their anniversary date.

This agreement is effective January 1, 2018.


Tiffany Stretch
American Behavioral Health Systems
2/22/2018
Date


Amy Spiegel
Washington Federation of State Employees
2/22/18
Date

