



COLLECTIVE
BARGAINING
AGREEMENT

Between

American Behavioral Health Systems

And

**The Washington Federation of
State Employees**



~~Effective April 1, 2016 through March 31, 2018~~

~~2016-2018~~

ABHS PROPOSAL

**Washington Federation of State Employees
American Behavioral Health Systems
2016-2018**

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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 **employees covered under this agreement**. ~~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 (12th) 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 **unpaid** time during normal working hours to attend representational meetings. This includes, but is not limited to:

- A. ~~New employee orientations;~~
- 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 seven (7) days prior 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 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 **Employer's approval**, availability of the space and with prior notice. 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) **business** days of the date of the request. This time frame maybe 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~~ **may** 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 Temporary Employment with the Union**~~

~~With thirty (30) days written notice and approval from the Employer, unless agreed otherwise, employees will be granted leave without pay to accept temporary employment with the Union of a specified duration, not to exceed ninety (90) days. Upon the employee's return, they will be employed in the same classification at the same location, with the same schedule that they were employed in prior to their leave commencing.~~

4.9 New Employee Orientation

When newly hired employees receive orientation, 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 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, within seven (7) days of hire, of the name/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.

4.10 Collective Bargaining Agreement Negotiations

The Employer will provide ~~paid~~ **unpaid** release time for attending formal negotiations for up to seven (7) Union team **members selected statewide to insure equity of**

~~representation throughout all programs of the company, 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.

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

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. For the purposes of this section, business days ~~does~~ **do** not include Saturday, Sunday, or Holidays. In addition, postings will be distributed via electronic mail to all bargaining unit members in the Criminal Justice Centers and Prison and Work Release Programs. 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.

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.

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-seven and one half (37.5)~~ **thirty (30)** 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~~ **twenty-nine (29) hours or less**. ~~The Employer will not regularly schedule less than twenty (20) 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 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 probationary period of **a minimum of ninety (90) days or three hundred and ninety (390) hours worked, whichever is greater**. 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 or seven hundred and eighty hours. 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)~~ sixty (60) days after the 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.

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.
- 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 ~~seven (7) calendar days~~ **six (6) work weeks** or less. Employees will receive not less than seven (7) days written notice of any temporary schedule change, **unless in an emergent operational need as described in 7.2C**. 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-two percent (92%)~~ **ninety-five percent (95%)** of its contract capacity. The low census process will be deactivated when the census rises above ~~ninety-two percent (92%)~~ **ninety-five percent (95%)** of its contract. 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~~ **the equivalent of one scheduled shift per week**, per employee.

C. Duration

Low census activation may not exceed seven (7) calendar days in duration. If census levels remain below ~~ninety-two percent (92%)~~ **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.

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. Every effort will be made to provide overtime opportunities in an equitable manner.
- B. In the event there are not enough **qualified** employees volunteering to work overtime, the Employer may require employees with **the necessary skills and qualifications**, to work overtime. When involuntary overtime is required, it will be assigned to **qualified** employees on duty in inverse order of seniority. The least **qualified** 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, **if possible**, 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. The Employer will, within three (3) months of the effective date of this Agreement,

establish training plans for each classification covered by this Agreement and provide a copy of each training plan to the Union.

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 **uncompensated** training once during the term of this Agreement. The Union will provide the Employer with fourteen (14) days advance notice of the date and time that the training is scheduled to occur.

8.3 Licensure and Certification

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

8.4 Required Training and Records

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

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~~ **generally within the employee's first** ninety (90) days **of employment** ~~from the date of hire;~~ and ~~then~~ 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~~ **outside of their work shift by appointment one time per year.** ~~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 ~~may~~ **will** be charged **at a rate of \$0.10 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 the defense of an appeal or legal action, or as otherwise required by law.

~~Records of disciplinary action will be removed from the employee's personnel file after two (2) 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 ~~their supervisor,~~ 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 their 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. ~~If the test result is negative, the Employer will reimburse the employee for the cost of the split sample test if the testing was completed at a certified laboratory.~~ An employee who has a positive test result ~~may~~ will be subject to disciplinary action. The Employer will, **at their discretion**, ~~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 When disciplining an employee the principles of progressive discipline will apply. 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 to do so. The parties recognize that the following are acceptable steps of progressive discipline:

- a) Performance counseling and training
- b) Verbal, ~~or~~ written **and final** warnings
- c) Discipline as defined in Article 13.3

When an egregious act of misconduct has been found to have occurred, higher level discipline may be imposed in accordance with just cause ~~as outlined in Appendix A.~~

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 When disciplining an employee, the Employer will maintain the privacy and confidentiality of the employee, to the extent allowed by law, contractor contracts or contractor requirements.

13.5 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.~~

13.6 Pre-Disciplinary Meetings

A. Prior to imposing discipline, the Employer will inform the employee and the Union staff representative in writing of the reasons for the contemplated discipline, an explanation of the evidence, copies of written documentation relied upon to take the action and the opportunity to review other evidence, if any. The information will be sent to the Union on the same day it is provided to 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. The Union will be provided copies of all disciplinary actions taken.

~~B. The Employer will provide seven (7) days notice prior to the effective date of any discipline greater than a written reprimand.~~ **Disciplinary action will begin immediately.** In emergent circumstances, the Employer shall have the right to terminate an employee for just cause ~~without any the requirement of a required notice period.~~

13.7 Administrative Leave

An employee may need to be placed on administrative leave during an investigation in order to protect the Employer's operations and/or the integrity of the investigation . An employee will not be prohibited from contacting their Union representatives during administrative leave. ~~Should an employee's administrative leave exceed seventy two (72) hours , three (3) regular work shifts, 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 seventy two (72) hours~~ of administrative leave **and will be paid on the next regular payroll once the final decision has been made.** The employee will not receive more than one form of disciplinary action as a result of a finding that misconduct has occurred.

A. [Criminal Justice Centers and Prison and Work Release](#)

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

13.8 — Polygraphs

~~No employee will be required by the Employer to take a polygraph examination as a condition of retaining employment with the Employer, nor will an employee be subject to discipline for refusal to take such an examination. An employee has the right to request a polygraph test be completed at their own expense.~~

Article 14

Safety and Health

14.1 Objective

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

14.2 Staffing

In accordance with WAC 246-337-050, the Employer will ensure safe and adequate staffing levels at each facility. ~~The Employer will maintain the clinical program in compliance with WAC 388-877B-250. The Employer will post and maintain the current version of these WACs.~~

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 employees selected by the Union and Employer-selected members of equal numbers. Meetings will be conducted in accordance with WAC 296-800-13020. Committee recommendations will be forwarded to the Administrator or their designee for review and action. The Administrator, or their designee, will report follow-up action/information to the Safety Committee. Safety committee meetings will be held quarterly. The quarters will begin in January, April, July and October of each year. 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; unless the safety committee/s chooses an alternate date/s.

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 (80) hours per year
During the third through tenth year of employment	One hundred twenty (120) hours per year
During the eleventh through the fourteenth year of employment	One hundred sixty (160) hours per year
During the fifteenth year of employment and thereafter	Two hundred (200) 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.
~~submit requests for vacation leave in advance to the extent possible. The Employer will approve requests for vacation leave to the extent possible.~~
- a. Vacation leave requests for ~~June, July and August~~ **the calendar year** will be submitted by ~~April~~ **February 1st** of the same year. The Employer will respond to requests for ~~June, July and August~~ **the year** no later than ~~April~~ **March 15th** of the same year. When two (2) or more employees **in the same department and location** have submitted requests for the same day/s off, and 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.

- b. All other vacation leave requests will be approved on a first come, first serve basis. When two (2) or more employees submit a request on the same day for the same time off, and 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.

- F. Any employee, who resigns with fourteen (14) days' notice, or retires, will be entitled to payment for vacation leave balance provided they work through their fourteen (14) day notice period without using leave.

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:

- a. 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 and must be used in one (1) hour increments.
- b. 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 and must be used in one (1) hour increments.
- c. 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.
- d. 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:

- a. *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.

- b. *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 or any other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship. There is no requirement that a “serious health condition” be involved, or that the employee’s presence be necessary.
- c. *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. The Company is not required to make Sick/Safe Time available for weather-related business or school closures.
- d. *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.
- e. *Bereavement*: For purposes related to the bereavement of a family member.

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

- a. 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;
- b. 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;
- c. Spouse;
- d. Registered domestic partner;
- e. Grandparent;
- f. Grandchild; or

g. Sibling.

- Ⓓ. 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. To the extent possible, employees will provide at least ninety (90) minutes advance notice of unanticipated sick leave use.
- a. 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:
- a. Require employees to find their own coverage for the use of leave; or
 - b. 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
 - c. 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 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, a conversion of sick leave to vacation leave in eight (8) hour increments on their anniversary date.

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

- A. Upon completion of an employee's probationary period, an employee will be entitled to two (2) days of paid bereavement leave if his or her family member dies. Should an employee require more than two (2) days of leave, they are entitled to use any combination of their paid leave and leave without pay. Should the employer suspect abuse, verification may be requested.

- B. For the purposes of bereavement leave, a family member is defined as a parent, stepparent, sibling, parent-in-law, spouse, significant other with whom the employee resides; state registered domestic partner as defined in RCW 26.60.020 and 26.60.030, grandparent, grandchild, child, step-child or someone for whom the employee is responsible for providing care.

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. An employee may request and will be granted leave without pay for the following reasons:
 - 1. Family and medical leave taken in accordance with Article 17 of this Agreement
 - 2. Compensable work-related injury or illness leave
 - 3. Military leave
 - 4. Military Family Leave
 - 5. Domestic Violence Leave in accordance with RCW 49.76
 - 6. Child and elder care emergencies
 - 7. As otherwise provided for in this agreement
 - 8. Conditions applicable for leave with pay

- B. Employees returning from leave without pay will be ~~employed in the same position, with the same schedule, that they held~~ **restored to their original job, or to an equivalent job, with equivalent pay, benefits and other terms and conditions of employment. at the time the leave commenced.**
- C. Requests for leave without pay will be submitted in writing. Employees will submit requests for leave without pay in advance to the extent possible. The Employer will respond promptly to requests for leave without pay.

15.7 Coverage

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

15.8 Work Related Injury or Illness

- A. The Employer will comply with Title 296 WAC, and all other applicable state and federal laws. An employee who sustains a work related injury or illness that is compensable under the workers' compensation law may elect to use paid leave in addition to any time-loss compensation up to an amount equivalent to one hundred percent (100%) of their normal wages.
- B. Employees will not be required to use FMLA for work related injury or illnesses covered by workers compensation.

15.9 Emergent Circumstances

If a facility remains operational but an employee is unable to report to work due to inclement weather or other emergent circumstances, they are entitled to use any combination of their 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, they will be released from work with no loss in pay they are entitled to use any combination of their paid leave and leave without pay.

15.10 Shared Leave Program

A. Eligibility to Participate

~~Employees may donate earned leave to a fellow employee who has been called to service in the uniformed services, who is responding to a state of emergency anywhere within the United States declared by the federal or any state government, or who is a~~

~~victim of domestic violence, sexual assault, or stalking, or who is suffering from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition, or who must take extended leave related to bereavement, which has caused or is likely to cause the employee to take leave without pay.~~

C. Donating Employees

~~The donating employee may donate any amount of vacation or sick leave, provided the donation does not cause the 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 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

~~The employee requesting shared leave shall submit documentation of their need upon request.~~

F. Leave Conversion

The receiving employee will be paid his or her regular rate of pay; therefore, one (1) hour of shared leave may cover more or less than one (1) hour of the recipient's salary. The dollar value of the leave is converted from the donor to 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 that it is necessary to place an employee on

administrative leave for their own safety they will suffer no loss in pay.

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
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

A. 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.

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. If the Holiday falls on the day after their last scheduled workday in the week, then the workday prior will be the employee's Holiday. If the Holiday falls on the~~

~~day before their first scheduled workday in the next workweek, then the workday after the Holiday will be the employee's Holiday.~~

- 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 A.** The Employer will comply with the federal Family and Medical Leave Act of 1993 (FMLA) and the Washington State Family Leave Act of 2006 (WFLA). It is not the intent of the parties to supercede, vary or add to the requirements set forth in FMLA and WFLA. Consistent with FMLA and WFLA, an employee who has worked for at least twelve (12) months and for at least one thousand two hundred fifty (1,250) hours during the twelve (12) months prior to the requested leave is entitled to up to twelve (12) workweeks of family medical leave in a twelve (12) month period for one or more of the following reasons 1 through 4:
1. Parental leave for the birth and to care for a newborn child, or placement for adoption or foster care of a child and to care for that child;
 2. Personal medical leave due to the employee's own serious health condition that requires the employee's absence from work;
 3. Family medical leave to care for a spouse, son, daughter, parent, or state registered domestic partner as defined by RCW 26.60.020 and 26.60.030, who suffers from a serious health condition that requires on-site care or supervision by the employee. Because the FMLA does not recognize state registered domestic partners, an absence to care for an employee's state registered domestic partner in accordance with the WFLA will not be counted towards the twelve (12) workweeks of FMLA.
 4. Family medical leave for a qualifying exigency when the employee's spouse, child of any age or parent is on active duty or called to active duty status of the Armed Forces, Reserves or National Guard for deployment to a foreign country. Qualifying exigencies include attending certain military events, arranging for alternate childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.
 5. Military Caregiver Leave will be provided to an eligible employee who is the spouse, child of any age, parent or next of kin of a covered

service member. Eligible employees may take up to 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 one thousand two hundred fifty (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 family medical leave entitlement period will be a rolling twelve (12) month period measured ~~forward~~ **backward** from the date an employee begins family medical leave. Each time an employee takes family medical leave during the twelve (12) month period, the leave will be subtracted from the twelve (12) workweeks of available leave.

17.3 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.

17.4 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.

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

family medical leave.

17.6 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.

17.7 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.

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

17.9 Definitions used in this article will be in accordance with the FMLA and WFLA. The parties recognize that the Department of Labor is working on further defining the amendments to FMLA. The Employer and the employees will comply with existing and any adopted federal FMLA regulations and/or interpretations.

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. Longest ~~time~~ **Most** continuous ~~time~~ **hours 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.

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 **for which the employee has the qualifications, skills and abilities**, 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 Salary

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 salary and any subsequent salary 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 salary, provided it is within the salary range of the new position. In those cases where the employee's current salary exceeds the salary range of the new position, the employee will be paid at the top of the salary 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 **six (6) months** ~~two (2) years~~. 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 in order 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. Employees using a company vehicle for travel shall not be eligible for mileage reimbursement. Employees will be reimbursed not 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 apply a reasonable dress code that does conflict with the functionality of job duties and projects a professional image.** ~~not require employees to wear uniforms in a manner that conflicts with the with the negotiated attire and appearance policy that took effect on January 1, 2016.~~

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.

Article 23

Employer Rights

The Employer retains all rights, powers and duties of management **not otherwise addressed in this agreement** 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 **and/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, and promote; layoff or discipline employees for just cause;~~
- L. Lay off, discipline and/or terminate employees for cause;
- M. 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

~~Employer is not responsible for employee's lost, damaged or stolen 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 **postmarked date**. ~~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.
- L. Discipline
Disciplinary grievances will be initiated at the level at which the disputed action was taken.
- M. Grievance Files
Written grievances and responses will be maintained separately from the personnel files of the employees.

25.3 Filing and Processing

- A. Filing
A grievance must be filed within **fifteen (15)** ~~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 **fifteen (15)** ~~thirty (30)~~ day period will be used to attempt to informally resolve the dispute.
- B. Processing
Step 1 - ~~Responsible Supervisor (If applicable)~~ Human Resources Department:
If the issue is not resolved informally, the Union may present a written grievance to the Human Resources Department ~~employee's supervisor or designee~~ within the **fifteen (15)** ~~thirty (30)~~

day period described above. The Employer will designate a responsible supervisor or designee 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 – ~~Program Manager~~ Director/Administrator:

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 Program Manager, or their designee, within fifteen (15) days of the Union's receipt of the Step 1 decision. The responsible Program Manager, or their 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 3 - 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 fifteen (15) days of the Union's receipt of the Step 2 decision. The 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:

Within twenty-one (21) calendar days of receipt of the director's Step 3 response, the union may request arbitration by delivering a written notice (sent via electronic mail) to the Director of its intent to arbitrate the dispute. If the Union does not respond within twenty-one (21) calendars days of receipt of Step 3 response, the issues involved in the grievance will be considered resolved and the matter closed. The Employer may also file a grievance which also may be advanced to arbitration under the following procedure:

- Within fourteen (14) calendar days after receipt of the notice of intent to arbitrate, the dissatisfied with the response to Step 3 will request the Federal Mediation and Conciliation Service to furnish a list of seven (7) arbitrators with offices in the states of Oregon or

Washington and who are current members of the National Academy of Arbitrators from which the arbitrator shall be selected. Such selection shall be accomplished by the Union and the Company striking one (1) name from the list in turn until only one (1) name remains. The selection process shall begin with the winner of a coin toss making the first strike. The parties may also mutually agree to use this same selection process from an agreed upon panel of arbitrators instead of using the Federal Mediation and Conciliation Service.

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

~~C. Selecting an Arbitrator~~

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

C. Terminations

In recognition of the significance of terminations, arbitration relative to termination grievances shall be expedited whenever possible. Unless mutually agreed to extend the time limitations in writing, termination grievances should be arbitrated within six (6) months of the termination date. The arbitrator shall issue his/her decision within 30 days of the of any simultaneous post trial briefing allowed by the arbitrator.

D. Scope of Arbitration

The arbitrator's decision shall be submitted in writing and shall be final and binding on all parties to this Agreement. The cost of the arbitrator as well as the cost of the original and one copy of the transcript of the hearing shall be borne by the losing party. The arbitrator shall not have the authority to modify, amend, alter, add to, or subtract from any provision of this Agreement.

~~D. Authority of the Arbitrator~~

- ~~1. The arbitrator will:
 - ~~a. Have no authority to rule contrary to, add to, subtract from, or modify any of the provisions of this Agreement;~~
 - ~~b. Be limited in his or her decision to the grievance issue(s) set forth in the original written grievance unless the parties agree to modify it.~~~~
- ~~2. The decision of the arbitrator will be final and binding upon the Union, the Employer and the grievant.~~

~~E. Arbitration Costs~~

- ~~1. The expenses and fees of the arbitrator, and the cost (if any) of the hearing room, will be shared equally by the parties.~~
- ~~2. If the arbitration hearing is postponed or canceled because of one party, that party will bear the cost of the postponement or cancellation. The costs of any mutually agreed upon postponements or cancellations will be shared equally by the parties. If the cancellation is a result of factors outside the control of either party, then the cancellation costs will be shared equally by the parties.~~
- ~~3. If either party desires a record of the arbitration, a court reporter may be used. If that party purchases a transcript, a copy will be provided to the arbitrator free of charge. If the other party desires a copy of the transcript, it will pay for half of the costs of the fee for the court reporter, the original transcript and a copy.~~
- ~~4. Each party is responsible for the costs of its staff representatives, attorneys, and all other costs related to the development and presentation of their case. Every effort will be made to avoid the presentation of repetitive witnesses. The Union is responsible for paying any travel or per diem expenses for its witnesses, the grievant and the union steward.~~

If, after the arbitrator issues his or her award, either party files a motion with the arbitrator for reconsideration, **or appeals the decision and pursues a second opinion**, 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. **If an illegal strike occurs, the Union agrees to invest its best efforts to end the strike immediately.**

Article 28

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, unless accepting a non-eligible position. The Employer will contribute four-hundred and fifty-one dollars and fifty-six cents (\$451.56) toward medical premiums for each employee who is or becomes enrolled in the employer offered medical plans \$5000 HMO Core plan and Access Plan \$500.00 through February 28, 2019. The Employer will contribute five-hundred and thirty-one dollars and forty-six cents (\$531.46) toward medical premiums for each employee who is or becomes enrolled in the \$5000 Access PPO.

The parties will meet in January of 2019, or sooner if the plan information becomes available, to negotiate future medical benefits to be implemented effective March 1, 2019.

The parties understand that, upon conclusion of negotiations, the medical premiums implemented on March 1, 2019 are appropriate for deduction from the March 10, 2019 paycheck.

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.

29.2 Wages

A. Employees will be compensated for all hours worked. [Effective April 1, 2018](#) the base wage for employees covered by this Agreement is as follows:

JOB TITLE	BASE	1/1/2019	1/1/2020
Care Team	11.50	12.00	13.50
Dish Washer	11.50	12.00	13.50
Facility Monitor	11.50	12.00	13.50
House Keeper	11.50	12.00	13.50
Laundry	11.50	12.00	13.50
Receptionist	11.50	12.00	13.50
Van Driver	11.50	12.00	13.50
Cook	11.97	12.00	13.50
Care Team Lead	12.71	12.71	13.50
Facility Monitor Lead	12.71	12.71	13.50
Health Care Coordinator	12.98	12.98	13.50
Quality Assurance Auditor	12.98	12.98	13.50
Quality Assurance	12.98	12.98	13.50
DOSA Liaison	14.00	14.00	14.00
Maintenance	14.00	14.00	14.00
Maintenance Lead	15.47	15.47	15.47
Tech Support	14.15	14.15	14.15
Lead Cook	14.22	14.22	14.22
Behavioral Health Tech	14.65	14.65	14.65
Behavioral Health Tech Lead	14.90	14.90	14.90

Admissions Screener	14.80	14.80	14.80
Admissions Clerk	15.01	15.01	15.01
Case Manager	15.44	15.44	15.44
Peer Support	16.00	16.00	16.00
Mental Health Professional	27.00	27.00	27.00
PWR Administrative Tech	16.50	16.50	16.50
PWR Therapeutic Community Coordinator	18.50	18.50	18.50
Certified Nursing Assistant	16.00	16.00	16.00
Licensed Practical Nurse	26.00	26.00	26.00
Registered Nurse	48.00	48.00	48.00
CDPT	18.25	18.25	18.25
Assessment Counselor	25.00	25.00	25.00
CDP	25.00	25.00	25.00
DOSA Exam Specialist	25.00	25.00	25.00
Lead Counselor	26.00	26.00	26.00
Co-Occurring CDPT	20.00	20.00	20.00
Co-Occurring CDP	27.50	27.50	27.50

~~B. Effective April 1, 2016 all base wages reflected in 29.2.A, will be increased by fifteen cents per hour (\$.15/hr.).~~

29.3 Medication Cart

Employees who are assigned to the medication cart will receive additional pay of ten (.10) cents per hour for all hours worked. The Employer will ensure all employees assigned to the medication cart are properly trained prior to being assigned.

29.4 Shift Differential

Employees who work evening or night shifts will be paid shift differential of twelve cents (.12) per hour for all hours worked. Day shift employees will receive shift differential for all hours worked between 6:00 PM and 6:00 AM.

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 Standby Pay

~~An employee is on standby status when the employee has been requested to be available to be contacted for work during their normally scheduled off time. If the Employer requests an employee to be in standby status, the hours the employee is requested to be available will be communicated to them in writing prior to the close of the regularly scheduled shift immediately preceding their standby assignment. Employees will receive ten percent (10%) of their normal rate of pay for each hour spent in standby. Standby assignments will be voluntary.~~

29.7 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.

29.8 Pay Dates

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

- A. All compensation earned or money owed to the employee for the period from the first (1st) through the fifteenth (15th) of the month will be paid to the employee on the twenty-fifth (25th) of the same month.
- B. All compensation earned or money owed to the employee for the period from the sixteenth (16th) through the last day of the month will be paid to the employee on the tenth (10th) of the following month.
- C. When pay dates fall on a weekend or a Holiday, the day prior to the weekend or Holiday will be considered the pay date.

29.9 Salary Overpayment Recovery

- A. When the Employer has determined that an employee has been overpaid wages, the Employer will provide a **twenty (20) day** 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~~ **On the next payroll following the twenty (20) day notice** of salary overpayment, the employee's payroll will be deducted in the full amount owed unless other arrangements have been made within that twenty (20) day notice period. ~~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. ~~If an employee fails to respond to a notice of salary overpayment within thirty (30) days of the date they receive such notice, the Employer may deduct from their wages the amount owed.~~

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

~~29.10 Re-Opener~~

~~As soon after October 1, 2016 as possible the parties agree to re-open Article 29 of this Agreement for the purpose of discussing the feasibility of additional wages, including classification specific wage adjustments.~~

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

Printing of the Agreement

The ~~Employer and the~~ Union will ~~share~~ bear the cost of printing this Agreement, including any Braille or large print copies. The Agreement will be printed by Union printers, on recycled paper and carry a Union label. The Employer will provide all current and new employees with one (1) copy of the Agreement. The Employer will post the Agreement electronically.

Article 33

Term of Agreement

33.1 All provisions of this agreement will become effective April 1, 201~~6~~⁸ and will remain in full force and effect through and including March 31, 201~~8~~²⁰. 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:

_____ /S/ _____ Craig Phillips

For the Washington Federation of State Employees:

_____ /S/ _____ Amy Spiegel

Appendix A

Seven Tests of Just Cause

1. Reasonable Rule or Work Order. Is the rule or order reasonably related to the orderly, efficient, and safe operation of the business?—

- Is the rule or instruction straightforward and stated in language that is easy to understand?—
- Have you been consistent and unbiased in applying the rule or standard? Is it applied consistently throughout your department?—
- What is your department's discipline record for violation of this rule or standard?—

2. Notice. Did the employee receive adequate notice of the work rule or performance standard and the possible consequences of failure to comply?—

- Is the violated work rule or performance standard published? Is it up to date and relevant to the business needs of your unit?—
- How was the employee made aware of it (company orientation, bulletin board, desk manual, staff meeting notes, prior oral or written communication, employee's job description, written standards)?—
- What evidence do you have that the employee is aware of it, and understands it (new employee orientation, signature on a routing slip, signoff page)?—
- Have you reviewed the employee's personnel file?—
- Has this issue been raised in performance appraisals or previous disciplinary actions? If so, how recently?—
- Prior notice may not be necessary in cases of serious misconduct such as theft, insubordination, or job abandonment.—

3. Sufficient Investigation. Did you conduct an investigation before making a decision about taking disciplinary action?—

- Why do you suspect that a work rule violation or performance discrepancy occurred?—
- Can the employee perform the task? Is there a history of successful performance, or could the employee need additional training?—
- Are there witnesses other than you? List others who may have knowledge of the issue through involvement or as witnesses (supervisors, employees, clients).— Interview them and take notes.—

- ~~Are there written records pertinent to the case in your department or elsewhere on campus? Should in-house records be secured under lock and key during the investigation?~~
- ~~Are there written processes or procedures which have a bearing on the case?~~
- ~~Is there equipment that should be examined by you or experts?~~

4. Fair Investigation. ~~Was your investigation fair and objective?~~

- ~~How long ago did the alleged infraction occur? (Unnecessary delays may send a message that you don't consider the infraction to be serious.)~~
- ~~If you think you already know what happened, have you looked only for evidence to support your theory?~~
- ~~Should you conduct the investigation, or are you too close to what happened to be objective?~~
- ~~Should the employee remain on the work site during the investigation? (Do you fear sabotage, or is the employee a threat to others?)~~
- ~~Have you made every effort to reconcile conflicting statements or other conflicting evidence? Are you prepared to discard what you cannot validate?~~
- ~~Have you given the employee a chance to appear (with a representative if applicable), to tell their side of the story and respond to the evidence you have gathered?~~

5. Proof. ~~During your investigation, did you find proof of misconduct or of a performance discrepancy?~~

- ~~What conclusions are clearly supported by the evidence you gathered?~~
- ~~Remember that evidence must be truly substantial, not flimsy or slight, to form a basis for taking disciplinary action.~~

6. Equal Treatment. ~~Have you dealt with your employees equally, without discrimination?~~

~~Are work rules applied consistently?~~

- ~~Are all employees held accountable for the performance standards established for their positions?~~
- ~~Have similarly situated employees (similar records and infractions) received the same discipline?~~
- ~~What is your company's record for taking disciplinary action for this type of infraction?~~

7. Appropriate Discipline. How do you decide what's appropriate?

- Is the discipline you propose to take reasonably related to the seriousness of the problem? (Did the violation pose serious safety problems or create work flow disruptions for the company?)
- Is it reasonably related to the employee's record (length of service and overall performance)? Is this violation part of a pattern?
- Do you have the authorization to take this action, or should you have it reviewed by the next level of management?
- A minor infraction does not merit harsh discipline unless it is a repeat occurrence by the employee.
- Given the same violation for two or more employees, their respective records of service provide the only basis for administering different disciplinary actions without being subject to a charge of discrimination