

# AMERICAN

BEHAVIORAL HEALTH SYSTEMS



Memorandum of Understanding  
By and Between  
American Behavioral Health Systems (ABHS)  
And  
The Washington Federation of State Employees (WFSE)

This Agreement is made by and between the Washington Federation of State Employees AFSCME Council 28 (hereinafter referred to as the "Union") and American Behavioral Health Systems (hereinafter referred to as "ABHS" or "Employer").

The parties agree that the Employer will contribute the following dollar amounts toward each medical premiums for each employee who is enrolled beginning July 1, 2023 through June 30, 2024:

**In Area:**

CORE HMO \$2,000

Employee Only Tier- Employer Portion: \$524.68

All other Tiers: Employer Portion: \$650.00

Access PPO \$2,000:

Employee Only Tier- Employer Portion: \$524.68

All other Tiers: Employer Portion: \$650.00

Access PPO \$500:

Employee Only Tier- Employer Portion: \$524.68

All other Tiers: Employer Portion: \$650.00

**Out of Area:**

Access PPO \$2,000:

Employee Only Tier- Employer Portion: \$582.54

All other Tiers: Employer Portion: \$650.00

Access PPO \$500:

Employee Only Tier- Employer Portion: \$582.54

All other Tiers: Employer Portion: \$650.00

# AMERICAN

BEHAVIORAL HEALTH SYSTEMS



*All other policies and benefits listed in the current CBA are still applicable and in effect.*

This MOU is effective upon the date of signature of the parties.

Dated: 04/05/2023

 04/05/2023

Tony Prentice

ABHS COO



Thomas Wray

WFSE

## Article 4

### Union Activities

#### **4.1 Staff Representatives**

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

#### **4.2 Union Stewards**

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

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

Stewards planning to attend any of the above meetings will provide their supervisor with seven-seventy-two (72) days-hours 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



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

#### 3 4 **4.3 Use of Employer Resources/Equipment**

5  
6 The Employer's facilities may be used by the Union to hold meetings subject to the  
7 availability of the space, the approval of the employer, and with prior notice. Approval  
8 will not be unreasonably denied. The Union and its representatives may use the  
9 Employer's electronic mail system and fax machines in order to communicate with its  
10 members. The Employer will charge ten cents (\$.10) per page for copies made for  
11 Union business.

#### 12 13 **4.4 Information Requests**

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

#### 22 23 **4.5 Employer Policies**

24  
25 The Employer will provide to the Union any new or existing policies affecting  
26 represented employees or any updates to policies affecting represented employees  
27 made during the term of this agreement. Existing policies will be provided not less than  
28 seven (7) days after the effective date of this Agreement. New policies or policies  
29 revised during the term of this Agreement will be provided to the Union not less than  
30 seven (7) days in advance of their effective date. Current policies will be posted  
31 electronically and hard copies of current policies will be maintained in an accessible  
32 and clearly identified location at each facility.

#### 33 34 **4.6 Union Bulletin Boards and Newsstands –**

35  
36 The Employer will maintain bulletin board(s) or reasonable space on existing bulletin  
37 boards for Union communications. Material posted on the bulletin boards will be  
38 appropriate to the workplace and identified as Union literature. If requested by the Union,  
39 the Employer will identify areas where Union provided newsstands can be located in their  
40 offices/facilities. In addition, employees may distribute Union information to other  
41 bargaining unit employees.

#### 42 43 **A. Prison and Work Release**



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

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

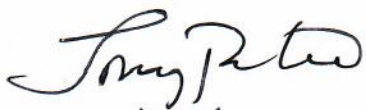
Union designated employees will be allowed time off to attend Union-sponsored meetings, training sessions, conferences and conventions. The employee may use any paid or unpaid leave available to them in order to attend these functions. The Union will provide the employer with fourteen (14) days advance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


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

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

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

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

  
4/10/23

  
April 5, 2023

**Article 6**

**Hiring and Appointments**

**6.1 Filling Positions**

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

Union staff and seniority status will receive priority over external candidates

**6.2 Layoff Candidates**

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

**6.3 Transfers**

During the posting period, any employee working in the same classification as the vacancy may submit a request to transfer into the vacant position. This request will be made in writing and must be submitted to the Administrator, or their designee, prior to the close of the posting period. If more than one (1) employee submits a request to transfer into the



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

#### 6.4 Internal Candidates

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

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

#### 6.5 Types of Appointments

- A. Full-Time employees are those hired to regularly work a forty (40) hour schedule per week. The Employer will make every effort to schedule full time employees for forty (40) hours per week but, will not schedule less than thirty ~~seven-two and one half~~ (37.532) hours per week for an employee hired to regularly work full time, unless this provision is temporarily suspended due to activation of the Low Census process outlined in Article 7, Hours of Work and Overtime.
- B. Part-Time employees are those hired to regularly work less than full time. The Employer will not regularly schedule less than twenty (20) hours per week and no more than thirty-one (31) hours per week for those hired to work part time, unless this provision is temporarily suspended due to activation of the Low Census process outlined in Article 7, Hours of Work and Overtime.
- C. On-Call employees are those hired to work intermittently. The Employer may only fill a position with an on-call appointment when the work is intermittent in nature, sporadic and does not fit a particular pattern.
- D. Temporary employees are those hired to work for 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

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



prior to the position being filled.

## 6.6 Probationary Period

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

## 6.7 Permanent Status

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

## 6.8 Use of Temporary Agency Staff

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

*Long P. Lee*  
*4/10/23*

*Thomas Wray*

April 5, 2023

Article 7

Hours of Work and Overtime

**7.1 Definitions**

A. Workweek

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

B. Workday

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

C. Work Shift

The hours an employee is scheduled to work each day in a workweek.



## 7.2 Work Schedules

### A. Regular Work Schedules

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

### B. Alternate Work Schedules

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

### C. Emergency Schedule Changes

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

### D. Temporary Schedule Changes

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

### E. Permanent Schedule Changes

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

## 7.3 Unpaid Meal Periods

Unpaid meal periods for employees working more than five (5) consecutive hours will be a minimum of thirty (30) minutes and will be scheduled as close to the middle of the

work shift as possible. Employees working three (3) or more hours longer than a normal workday will be allowed an additional thirty (30) minute unpaid meal period.

#### 7.4 Rest Periods

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

#### 7.5 Low Census

##### A. Activation

The low census process outlined in this section may be activated when the census of the Employer falls below ninety-five percent (95%) of its contract capacity. The low census process will be deactivated when the census rises above ninety-five percent (95%) of its contract capacity. During activation of the low census process, the minimum number of hours worked for part-time and full-time employees, as outlined in Articles 6.5.A and 6.5.B will be temporarily suspended. In addition, schedule changes made in accordance with 7.5B will be considered Emergency Schedule Changes for the purpose of notice requirements.

##### B. Staffing and Scheduling

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

##### C. Duration

Low census activation may not exceed seven (7) calendar days in duration. If census levels remain below ninety-five percent (95%) for a period exceeding seven (7) calendar days, the employer may implement a layoff in accordance with Article 20 of this Agreement, Layoff and Recall.

##### D. Notice

Employees shall be notified as soon as practicable but at a minimum of five (5) days



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

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

## **7.6 Overtime**

Overtime is defined as time that an employee works in excess of forty (40) hours in a workweek. In accordance with the applicable wage and hour laws, the overtime rate will be one and one-half (1-1/2) of an employee's regular rate of pay.

## **7.7 Overtime Calculation**

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

## **7.8 Overtime Provisions**


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

B. If an employee is on leave or absent from work when an overtime opportunity becomes available, the Employer will notify the employee via

135 email the available overtime opportunities and the employee will inform  
136 their supervisor if they volunteer for the overtime.

137 C. If two (2) or more people volunteer for the same overtime opportunity, the  
138 Employer will award the overtime to the most senior employee.  
139

140 In the event there are not enough employees volunteering to work overtime, the  
141 Employer may require employees to work overtime. When involuntary overtime  
142 is required, it will be assigned to employees on duty in inverse order of seniority.  
143 The least senior employee, who has not been previously required to work, will be  
144 directed to work the hours until all employees have been required to work at  
145 which time the process will repeat itself. An employee may be excused from an  
146 involuntary overtime assignment, without consequences, once per quarter.  
147

148   
149 4/10/23  
150

Thomas Wray

April 5, 2023



## **Article 8**

### **Employee Training and Development**

#### **8.1 Objective**

The Employer and the Union recognize the value and benefit of education and training designed to enhance employees' abilities to perform their job duties. Training and employee development opportunities will be provided in accordance with operational needs and available resources. Attendance at training will be considered time worked.

During new employee orientation, employees shall be provided with a new hire onboarding checklist and the training plan for their classification. The training requirements for each classification will be consistent throughout the organization. Training plans will be reviewed annually by the Employer. If training requirements and training plans are changed or updated, the Union and employees will be promptly notified.

#### **8.2 Collective Bargaining Agreement Training**

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

#### **8.3 Licensure and Certification**

The Employer and the Union recognize the necessity for employees to maintain all forms of appropriate licensure and/or certification to perform the duties of their assigned position. The Employer is responsible for ~~fifty-one hundred~~ percent (~~50~~100%) of the cost of maintaining any license(s) (e.g. AAC) and/or all certification required after hire.

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

#### **8.4 Required Training and Records**

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

44 during their regularly scheduled shift to complete the training.


45  
46 The Employer will maintain a record of all trainings successfully completed by  
47 the employee. If an employee provides documentation of other work-related  
48 training it will be recorded in the training record and retained in the employee's  
49 personnel file.

50 An employee may request a copy of their training record.

51  
52 **8.5 Training or Professional Development Opportunities**  
53

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

60  
61 Employer will consider implementing or funding all or part of any identified  
62 opportunity. And Employer will consider requests to complete any identified  
63 opportunity during the employees' regularly scheduled hours.  
64

  
4/10/23

*Thomas Wray*

April 5, 2023



**Article 9**

**Performance Evaluations**

**9.1 Objective**

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

**9.2 Evaluation Process**

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

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

### **9.3 ~~Emergent Circumstances~~ CURRENTLY LOCATED IN ARTICLE 15**

~~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. Conversely, within the Criminal Justice Centers and Prison and Work Release program, if an employee is unable to leave the work location due to lockdown status, meals and other provisions will be provided in accordance with DOC policy.~~

### **9.4 ~~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.~~

**~~B. 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.~~

**9.5 — 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.~~

*Tom JTD*  
*4/10/23*

*Thomas Wray*

April 4, 2023



#### 14.4 Safety Committees

The Employer will form joint safety committees in accordance with WISHA requirements for each work location where there are eleven (11) or more employees. Safety committees will consist of Union-selected employees (50% of the members) and Employer-selected members (50% of the members). Meetings will be conducted in accordance with WAC 296-800-13020. Committee recommendations will be forwarded to the Administrator or their designee for review and action. The Administrator, or their designee, will report follow-up action/information to the Safety Committee. Safety committee meetings will be held **Monthly**. Unless the safety committees choose alternate dates, meetings will occur the second Tuesday of every quarter for Mission; the third Tuesday of every quarter for Cozza, and the fourth Tuesday of every quarter for Chehalis. Minutes from the Safety Committee will be posted at each work location for the Employer on the Union Board. Each work location for the Employer also has a form posted on the Union Board where all employees may document safety concerns.

*Tommy P. D.*  
4/10/23

*Thomas Wray*

April 5, 2023

**Article 15**

**Employee Leave**

**15.1 Vacation Leave**

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

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



- 14 B. Employees will be allowed to carry forward any unused vacation leave up to a  
15 maximum of fifty-six (56) hours.
- 16
- 17 C. Vacation leave will be given each year on the employee's anniversary date.
- 18
- 19 D. Employees are encouraged, for the purposes of maintaining their health and  
20 well-being and ensuring the availability of coverage, to take at least one week  
21 of consecutive days off per year.
- 22
- 23 E. Employees will to the extent possible, submit requests for vacation leave  
24 fourteen (14) days in advance of the planned absence. The Employer will, to the  
25 extent possible, approve requests within seven (7) days of the submission.
- 26
- 27 a. Vacation leave requests will be approved on a first come, first serve  
28 basis. When the Employer must deny one (1) or more requests based on  
29 operational needs, vacation leave approval/s will be granted by seniority  
30 within job classification. Previously approved vacation requests will not  
31 be rescinded as a result of this provision.
- 32
- 33 F. Any employee, who resigns with fourteen (14) days' notice, or retires, will be  
34 entitled to payment for any accrued vacation leave balance provided the  
35 employee works through the fourteen (14) day notice period without using leave.
- 36
- 37 G. Once each year, an employee is eligible to cash out up to forty (40) hours of  
38 vacation leave if:
- 39 a. The employee has at least a total of eighty (80) available vacation hours  
40 after the cash out is paid; and
- 41
- 42 b. The employee notifies payroll, using a written form approved by the  
43 Employer, by November 15 that they would like to convert the vacation  
44 leave to cash.
- 45

46  
47 The conversation payment will be made in the December payroll, but no later  
48 than the end of the next pay period.

49

## 50 **15.2 Sick Leave**

- 51 A. Part-time and full-time employees, as defined in Article 6, Hiring and  
52 Appointments, will be eligible for and will accrue sick leave according to  
53 Washington State law as follows: The greater of four (4) hours per month or

one (1) hour for every forty (40) hours worked. Employees (part-time and full-time) who have been employed for ninety (90) days are covered by this Agreement may use their accrued sick leave pursuant to this Agreement.

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

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

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

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

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

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



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

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

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

H. The Employer may not:

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

I. Employees who separate from employment and are re-employed within twelve (12) months will have restored all sick leave balances they had at the time of layoff or separation.

J. For the pay period ending November 30 of each year, employees who have worked for the Employer for at least one year and have not used sick leave for the year ending November 30, will be paid an amount equal to eight (8) hours pay on their December 10 paycheck.

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

each year.

### 15.3 Jury Duty

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

### 15.4 Bereavement Leave

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

Bereavement leave must be used within thirty (30) days of the first (1<sup>st</sup>) day taken.

### 15.5 Military Leave

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

### 15.6 Leave Without Pay

A. Employees may request and will be granted leave without pay for the following reasons:

1. Family and medical leave taken in accordance with Article 17;
2. Compensable work-related injury or illness leave;
3. Military leave;
4. Military Family Leave;
5. Domestic Violence Leave in accordance with RCW 49.76;
6. Child and elder care emergencies;
7. As otherwise provided for in this agreement; and/or
8. Conditions applicable for leave with pay

B. Employees returning from leave without pay will be employed in the same position, or to a position with wages, benefits and working conditions that are equivalent to the position they held at the time the leave commenced.

C. Requests for leave without pay will be submitted in writing. Employees will



173                    submit requests for leave without pay in advance to the extent possible. The  
174  
175       Employer will

respond promptly to requests for leave without pay.

## **15.7 Coverage**

Employees are not responsible for scheduling and/or arranging coverage for their absence while on approved leave. The Employer will make a good faith effort to ensure 1:1's, and group meetings are scheduled; and all files, notes, and reports are kept up to date during an employee's approved leave.

## **15.8 Work Related Injury or Illness**

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

## **15.9 Emergent Circumstances**

If a facility remains operational but an employee is unable to report to work due to inclement weather or other emergent circumstances, the employee is entitled to use any combination of the employee's available paid leave and leave without pay.

Within the Criminal Justice Centers and Prison and Work Release program, if a work location is inaccessible through no fault of the employee, the employee will be release from work with no loss in pay. Conversely, within the Criminal Justice Centers and Prison and Work Release program, if an employee is unable to leave the work location due to lockdown status, meals and other provisions will be provided in accordance with DOC policy.

## **15.10 Shared Leave Program**

### **A. Eligibility to Participate**

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

1. An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care



or treatment of a mental or physical illness, injury, or health condition; or an

employee's need for preventative medical care;

2. To allow the employee to provide care for a family member with a mental or physical illness, injury or health condition; care of a family member who needs medical diagnosis, care or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventative medical care;

3. When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason; and

4. Absences that qualify for leave under the Domestic Violence Leave Act, RCW 49.76.

#### **B. Donating Employees**

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

#### **C. Unused Shared Leave Balances**

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

#### **D. Employer Obligations**

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

#### **E. Recipient Obligations**

Employees requesting shared leave shall submit supporting documentation upon request.



**F. Leave Conversion**

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

**15.11 Administrative Leave**

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


**15.12 Assigned Area and Group Room Retention**

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

**15.13 Perfect Attendance Reward (PAR)**

ABHS will give each non-exempt employee four (4) hours of PAR leave for every month each employee has perfect attendance. A month is calculated on a calendar month. Perfect attendance means arriving on-time for every shift in the month for which the employee is scheduled and working the entirety of every scheduled shift, regardless of the length of the shift.

A scheduled absence is the only kind of permissible leave that will not affect an employee's attendance for purposes of earning a PAR. A "scheduled absence" only includes vacation or use of PAR time, both which must be scheduled in advance in accordance with the governing rules. A "scheduled absence" does not include sick leave.

  
4/10/23



April 5, 2023

## **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
<u>Juneteenth</u>	<u>June 19</u>
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving	Fourth Thursday in November
<u>Christmas Eve</u>	<u>December 24</u>
Christmas Day	December 25

#### **16.2 Holiday Rules**

The following rules apply to Holidays:

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



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

D. Holiday pay will be calculated as follows:

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

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

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

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

### **16.3 Holiday Provisions**

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

### **16.4 Personal Holiday**

An employee may, select one (1) workday as a personal holiday during the calendar year. The Employer will release the employee from work on the date mutually agreed

39 upon as their Holiday, provided the employee has given their supervisor not less than  
40 fourteen (14) days' notice of their intended absence. Employees will be paid at the  
41 regular straight time rate for all hours they are normally scheduled to work on the  
42 Personal Holiday, even though they do not work.  
43

*Thomas Wray*

April 5, 2023

*Tom P. ...*  
*4/16/23*



## 20.1 Salary-Wages

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

*Tom P.D.*  
4/16/23

*Thomas Wray*

April 5, 2023

## 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 and IRS posted rates. Employees using a company vehicle for travel shall not be eligible for mileage reimbursement. Employees will be reimbursed no later than the pay date following the receipt of the request for reimbursement.

*Tom PTD*  
*4/16/23*

*Thomas Wray*

April 5, 2023



**Article 22**

**Uniforms, Tools, Equipment and Supplies**

**22.1 Uniforms**

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

**22.2 Tools, Equipment and Supplies**

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

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

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

Each facility will maintain a functional TV and DVD player and make them available to be checked out and used by staff.

An employee is prohibited from purchasing and/or using any videos without express consent and approval from the Employer.

*Thomas Wray*

April 5, 2023

*Tom P.D.*  
*4/10/23*

**Article 29**

**Compensation**

**29.1 Classifications**

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

**29.2 Wages**

- A. Employees will be compensated for all hours worked.
- B. On July 1, ~~2021~~2023, the following pay table will take effect for starting wages. All employees paid below the new starting wages will be moved up to the new starting wage.

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



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

**WFSE accepts the new Starting Wage Table.**

Add Longevity Increase, annually on their anniversary date, at \$.25/year. See below

See below

Employees with 1 year or more experience will receive a twenty-five cent ( \$.25) raise on July 1, 2023 on top of their current wage.

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Question: Is this a proposal on Longevity or something else? This is applicable for current employees who have 1 or more years of experience as of July 1, all of those employees will receive the “new” rate (if they are making less than the above wage grid) plus an additional twenty-five cents (\$.25). For those that are above the new rate and have 1 or more years experience, they will also receive the additional \$.25.

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

SUDPT	\$ 20.00
Tech Support (?)	N/A
Transportation Lead	\$ 18.00
Van Driver	\$ 17.00



C. Longevity raises of fifty cents (\$0.50) will be awarded for employees on their anniversary date, ~~for the following years: 1, 3, 5, 8, 11, 14, 17, 20.~~

ABHS Proposal: Twenty-Five cents (\$.25) per year, will be awarded for employees on their anniversary date.

WFSE Counterproposal: Fifty cents (\$0.50) per year will be awarded to each employee on their anniversary date.

ABHS maintains the twenty five cents (\$.25) per year, awarded annually.

WFSE accepts ABHS's proposal of \$0.25 per year for each employee

D. Effective June 30, 2023, the Employer will adjust all wages rates to the highest wage currently being paid within each respective job classification and years of service. We propose that this be by Classification and tenure within that classification.  
Question: What does this look like? Could you provide WFSE with an example?  
This was a Union proposal, please provide your example.

**As an example:**

Whichever Behavioral Health Tech is paid the highest (minus their shift differential) that has four (4) years of service, then every Behavioral Health Tech employee with 4 years of service shall have their wages adjusted to the highest wage rate (minus shift differential).

In addition to the wage adjustments, each employee shall receive their negotiated longevity and COLA increases, each year of the agreement.

E.

D. After adjusting wages based on new starting wages (Section C and Section D) above, a cost of living raise (COLA) will be applied on July 1 on the employees "anniversary date"; for each year of the year agreement 2021, as outlined below. Specifically, all employees who meet the following criteria as of July 1, 2021/2023, will receive the following COLA:

E.

- 1 full year of service as of July 1, 2021: 1.53% COLA
- 1 full year of service = 1% WFSE Counter: 1 year = 2%, effective July 1 each year of the Agreement
- 1 year of service- 1% WFSE counter: 1% effective July 1, each year of the agreement
- 2 full years of service as of July 1, 2021: 23.5% COLA
- 2 years = 1.5% WFSE Counter: 2 years = 2.5%, effective July 1 each year of the



Agreement

- 2 years of service-1% WFSE counter = 1.5% each year of the agreement
- 3 full years of service as of July 1, 2021: 2.54% COLA
- 3 years=2% WFSE Counter: 3 years = 3%, effective July 1 each year of the Agreement
- 3 Years of service- 2.5% WFSE counter = 2.5% each year of the agreement
- 4 full years of service as of July 1, 2021: 34.5% COLA
- 4 years=2.5% WFSE Counter: 4 years = 3.5%, effective July 1 each year of the Agreement
- 4 years of service- 3% WFSE counter = 3% each year of the agreement
- 5 to 10 years of service as of July 1, 2021: 3.55% COLA
- 5 years and up = 3% WFSE Counter: 5 to 10 years = 4%, effective July 1 each year of the Agreement
- 5 to 10 years of service- 3.5% WFSE 3.5% each year of the agreement
- 10+ years of service as of July 1, 2021: 4% COLA
- WFSE Counter: 10+ = 5%, effective July 1 each year of the Agreement
- 10+ years of service 4% WFSE counter = 4% each year of the agreement

~~E. On July 1, 20222024, all employees who meet the following criteria will receive the following COLA:~~

- ~~• Years one through 3 (1-3) of service as of July 1, 20222024: 1.5% COLA~~
- ~~• Years four through nine (4-9) of service as of July 1, 20222024: 2% COLA~~
- ~~• Years ten plus (10+) of service as of July 1, 20222024: 3% COLA~~

### 29.3 Assignment Pay

#### A. Hazard Pay

Employees working in the COVID Isolation Unit will receive ~~an additional rate of 30% of the employee's base hourly wage for the entirety of the shift. We propose to make this a straight rate of \$4.00 per hour on top of their wage~~  
WFSE accepts the straight rate of \$4 per hour

#### B. Medication Cart Pay

Employees including Leads who are assigned to the medication cart will receive additional pay of one dollar and fifty cents (\$1.0050) per hour ~~in the year of this CBA and \$1.50 per hour in the second year of this CBA~~ for all hours worked on the day the employee is assigned to work the medication cart. The Employer will ensure all employees assigned to the medication cart are properly trained prior to being assigned. We agree to Med-cart pay at \$1.50/hr. Question: Does ABHS also agree to including Leads?

If leads are signed onto the cart yes, but if leads are not assigned to cart no they do not receive med-cart pay. Understood and acceptable

147 **29.4 Shift Differential**  
148

149 A. Employees who work evening shifts will be paid shift differential of ~~one-two~~ dollar (\$~~1~~2.00)  
150 per hour for all hours worked. We propose one dollar (\$1.00)

151 WFSE agrees to current language of \$1 per hour.

152 B. Employees who work night shifts will be paid a shift differential of ~~two-three~~  
153 dollars (\$~~2~~3.00) per hour for all hours worked.

154 We propose two dollars (\$2.00)

155 ~~A.~~ WFSE agrees to current language of \$2 per hour.



- C. Day shift employees will receive evening shift differential for all hours worked between ~~6:00~~ 4 PM and 11:59 PM and night shift differential for all hours worked between 12:00 AM and ~~6:00~~ 8:29 AM. We recently completed an MOU that defined the hours per shift, that we would like to retain. WFSE will agree to incorporating the shift times as agreed upon in the MOU:

Day Shift – 8:30a to 3:59p

Evening Shift – 4p to 11:59p

Night Shift – 12am to 8:29a

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

WFSE maintains it's proposal

- E. In addition to the shift differential in Section A and B, ~~Employees-employees~~ who work on the weekends will be paid a shift differential of two dollars (\$2.00) for each hour worked on the weekend. The weekend is defined as 12 a.m. on Saturday through Sunday at 11:59 p.m. We propose to keep weekends at \$2.00 per hour. WFSE agrees to the current language of \$2/hour and maintains our proposal re: the on line 152 (section E)-explain this please. All staff working on the weekend receive a shift differential of \$2.00 per hour for all weekend hours. WFSE withdraws its proposal regarding adding shift differential in addition to weekend differential

## 29.5 Call-Back

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

## 29.6 Pre-Tax Health Premiums

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

## 29.7 Pay Dates

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

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

the twenty-fifth (25<sup>th</sup>) of the same month.

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

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

#### **29.8 Salary Overpayment Recovery**

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



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


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

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

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

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

29.XX When a supervisor and/or co-worker calls, texts or emails an employee for work related purposes (excluding "Call Back") during their non-work hours, and the employee answers / responds to the supervisor/co-worker, the employee shall be paid their regular hourly wage rate in 15-minute increments. Once an employee reaches 40 hours in a week, then they shall be paid one and a half times (1.5x) their regular hourly wage rate in 15-minute increments. We agree with the concept and that employees should be paid for their time if called, but we need to figure out a tracking solution and a process. WFSE appreciates ABHS's being agreeable to this proposal ABHS agrees employees should be paid, but 1.5x's is only applicable if the "additional" time is beyond 40 hours for that week. WFSE agrees with ABHS's position re: 1.5x's after an employee is beyond 40 hours for the week

  
4/10/23



April 5, 2023



Article 33


Term of Agreement

**33.1** All provisions of this agreement will become effective July 1, 2021-2023 and will remain in full force and effect through and including June 30, 2023-2025. If this Agreement expires while negotiations between the Union and the Employer are underway for a successor Agreement, the terms and conditions of this Agreement will remain in full force and effect for a period not to exceed one (1) year from the expiration date.

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

*Thomas Wray* April 4, 2023

For American Behavioral Health Systems:

 Tony Prentice 4/10/23

For the Washington Federation of State Employees:

~~Jenny Ho~~ Thomas Wray

Memorandum of Understanding  
By and Between  
American Behavioral Health Systems (ABHS)  
And

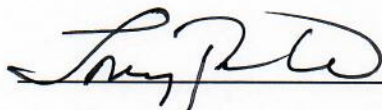
The Washington Federation of State Employees (WFSE)

This Agreement is made by and between the Washington Federation of State Employees  
AFSCME Council 28 (hereinafter referred to as the "Union") and American Behavioral Health  
Systems (hereinafter referred to as "ABHS" or "Employer").

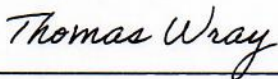
**Wage Re-opener – Pay Inequity Within Any Job Classification(s) and Length of Service**

During the 2023-2025 contract negotiations, the Parties agreed to the following wage re-opener  
to solely address pay inequities within any job classification(s) and length of service with the  
Employer:

A wage re-opener may occur upon request of either the Employer or the Union if/when it has  
been realized a pay inequity exists within any job classification and length of service with the  
Employer. The Parties agree that the Union or Employer may re-open negotiations effective  
January 1, 2024, for the sole purpose of bargaining economics related to pay inequities within  
any job classification(s) and length of service with the Employer issue only.

  
Tony Prentice, Chief Operating Officer  
American Behavioral Health Systems

4/10/2023  
Date

  
Thomas Wray, Labor Advocate  
Washington Federation of State Employees

April 10, 2023  
Date

Memorandum of Understanding  
By and Between  
American Behavioral Health Systems (ABHS)  
And

The Washington Federation of State Employees (WFSE)

This Agreement is made by and between the Washington Federation of State Employees  
AFSCME Council 28 (hereinafter referred to as the "Union") and American Behavioral Health  
Systems (hereinafter referred to as "ABHS" or "Employer").

**Compensatory Time for Overtime-Eligible Employees**

Effective January 1, 2024, the parties agree to meet and negotiate within sixty (60) calendar  
days, a Compensatory Time for Overtime-Eligible Employees provision for WFSE represented  
employees, with an implementation date of July 1, 2024.



Tony Prentice, Chief Operating Officer

Date

4/10/2023

American Behavioral Health Systems



Thomas Wray, Labor Advocate

April 10, 2023

Date

Washington Federation of State Employees